

# **Relationship Agreement between Te Herenga Waka–Victoria University of Wellington, and Te Aka Tauira–Victoria University of Wellington Students’ Association**

## **1 Background**

- 1.1 Te Herenga Waka–Victoria University of Wellington (**VUW**) is a University constituted under the Victoria University of Wellington Act 1961 and the Education and Training Act 2020.
- 1.2 Te Aka Tauira–Victoria University of Wellington Students’ Association (**VUWSA**) is an incorporated society constituted to represent the interests of students at VUW.
- 1.3 VUW and VUWSA have a shared history dating back to the foundation of the University. The relationship is multifaceted and includes the following elements among others:
  - (a) VUWSA’s role in representing the interests of, and advocating on behalf of, students in dealings with VUW,
  - (b) Both parties’ desire to ensure excellent learning and teaching, and a vibrant student experience, and to assist each other in achieving these goals, and
  - (c) VUWSA’s role as a long-term stakeholder and partner in relation to campus facilities owned by VUW.
- 1.4 Arrangements in place since the advent of Voluntary Student Membership have seen VUW charge students a contribution towards a range of student services via the Student Services Fee (**SSF**) and then contract VUWSA to deliver many of these services. VUWSA has also been contracted to deliver other services for VUW.

## **2 Purpose of this Agreement**

- 2.1 The purpose of this agreement is to:
  - (a) Describe the principles that will guide the relationship between VUW and VUWSA,
  - (b) Set out the structures and processes to provide governance and day to day operational oversight of the relationship, and
  - (c) Describe the student services that will be delivered by VUWSA (**Services**) in exchange for funding provided by VUW (**Funding**) and establish a process for reviewing these arrangements in the future. The Services, Funding, and specific Terms and Conditions relating to the Services and Funding will be set out in **Schedules** appended to this agreement (see clause 5).

## **3 Relationship Principles**

- 3.1 **Te Tiriti o Waitangi.** Both parties seek to honour Te Tiriti o Waitangi. In the case of VUW this is reinforced by section 281(1)(b) of the Education and Training Act 2020 which requires Universities to

acknowledge the principles of Te Tiriti o Waitangi in performing their functions and exercising their powers. VUWSA acknowledges Ngāi Tauira as the official representatives of Māori students on campus and recognises their autonomy as its Te Tiriti partner student association.

- 3.2 **Respect:** the overarching principle of the relationship will be mutual respect and accordingly the relationship will recognise and include the following principles:
- (a) the establishment of a relationship based on mutual trust and:
    - (i) VUW's values of Kaitiakitanga, Manaakitanga, Whanaungatanga, Akoranga, and Whai mātauranga;
    - (ii) VUWSA's values of "for students by students" represented by these four key values: Representation, Democracy, Engagement, and Accountability;
  - (b) the shared intention to achieve the best outcomes for students by working together constructively and harmoniously while acknowledging differences when these arise;
  - (c) openness, promptness, consistency and fairness in all dealings and communications; and
  - (d) open, prompt and fair notification of any differences or disputes which may arise between the parties, and a shared commitment to find a timely and just resolution of such differences or disputes.
- 3.3 **Co-operation:** the parties agree to co-operate with each other and act in good faith towards each other at all times. The parties will regularly review the relationship, which can be expected to evolve over time. VUW and VUWSA share a joint commitment to upholding all legislation requirements especially the Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021, and relevant University regulations, policies and procedures.
- 3.4 **Transparency:** In the event that either party becomes aware of an issue or situation that could impact on the relationship between the parties that party will endeavour to work transparently and in good faith to resolve and address the issue or situation by exploring opportunities and developing solutions. The parties will endeavour to follow a "no surprises" approach to campus events, public issues, or other matters of which one party is aware and that may have implications for the other party.

## 4 Relationship Governance

- 4.1 The parties will meet regularly as required to address strategic and operational matters. In order to achieve this, each party will make relevant personnel available to meet with the other as reasonably requested.

## 5 Provision of Services

- 5.1 From time to time, VUW will commission Services from VUWSA, which VUWSA agrees to deliver in accordance with the terms set out in this agreement including its Schedules. Specifically:
- (a) **Schedule 1** sets out the detailed terms and conditions for delivery of Services, and
  - (b) **Schedule 2** sets out the specific Services to be delivered by VUWSA in a given time period and the funding payable by VUW in exchange, along with Key Performance Indicators and Quarterly Reporting requirements.
- 5.2 Schedule 2 may include Services which are funded via the SSF (**SSF Funded Services**) and Services that are funded separately from the SSF (**Other Services**)
- 5.3 In the six months prior to the end of the relevant time period for Schedule 2, the parties will review their requirements and may agree to adopt a new Schedule 2 for the forthcoming period.
- 5.4 The parties agree to discuss in good faith and consider further funding for additional services (for example Student Volunteer Army) in the event of any emergency affecting Wellington.

## **6 Intellectual Property**

- 6.1 **Ownership retained.** Each Party retains ownership of all its:
- (a) Pre-existing IP; and
  - (b) Branding.
- 6.2 **Use of branding.** For the term of this Agreement, each Party licences the other Party to use its Branding to promote the Partnership, provided that the other Party's use is consistent with any branding guidelines notified, or is otherwise approved, by the other Party.
- 6.3 **Jointly developed intellectual property.** If any IP is jointly developed in the course of the Partnership or under this Agreement, the Party that was primarily responsible for the development of the IP:
- (a) Owns that IP; and
  - (b) Licences the other Party to use, reproduce and modify that IP. This licence is non-exclusive, royalty free and may only be revoked if the Party breaches the terms of the licence.
- 6.4 **Right to use.** Before providing IP to the other Party, each Party must ensure that the IP does not infringe the rights of any other person. This includes ensuring all necessary third-party licences have been obtained.
- 6.5 **Third party intellectual property indemnity.** Each Party indemnifies the other for all losses, liabilities, damages, claims, costs and expenses (including legal fees on a solicitor-client basis) that arise out of, or in connection with, any breach by the Party this clause.

## **7 Facilities & Property**

- 7.1 The parties will co-operate in good faith to address any issues that may arise relating to the use and maintenance of facilities, including the Student Union Building. In doing so they will seek to establish enduring processes that will provide a foundation for enhanced future co-operation.

## **8 Term & Termination**

- 8.1 This agreement commences on 1 January 2025 and continues for a term of six years unless terminated prior. In the six months prior to expiry, the parties will review the agreement and may agree to vary and/or extend it.
- 8.2 Either party may terminate the agreement for any reason on 12 months' notice.
- 8.3 Either party may terminate the agreement immediately if:
- (a) the other party has committed a material breach of the agreement and (following notification of such breach) the other party has not remedied it within twenty days, or
  - (b) either party becomes subject to any form of insolvency event.
- 8.4 In the event of termination each party will act in good faith to ensure that:
- (a) Continuity of service to students is maintained to the extent practicable,
  - (b) Transitional arrangements to any new provider, if applicable, are put in place,
  - (c) VUWSA is fairly remunerated for all Services that it has delivered, or does deliver, for any transitional period.
- 8.5 Termination of this Agreement shall have no effect on any other agreement, arrangement or understanding between the Parties.



## 9 Confidentiality

9.1 **Meanings related to confidentiality.** In this Agreement:

- (a) **Confidential Information** means information that is marked or indicated as confidential, or which would reasonably be considered confidential;
- (b) **Owner** means an owner of Confidential Information under this clause; and
- (c) **Recipient** means a recipient of Confidential Information under this clause.

9.2 **Keep confidential.** The Recipient must:

- (a) Keep all Confidential Information in confidence; and
- (b) Establish and enforce policies and procedures to ensure that it maintains confidentiality in accordance with this Agreement.

9.3 **Proper purpose.** The Recipient will only use Confidential Information in connection with the purpose for which it was provided.

9.4 **Permitted disclosures.** The Recipient may disclose Confidential Information:

- (a) To its staff and professional advisers on a “need to know” basis, provided that the Recipient informs the people to whom it discloses that the Confidential Information is confidential and the obligations of this clause;
- (b) If the Owner gives express consent to the disclosure;
- (c) If the Recipient already knew or independently developed the Confidential Information prior to the disclosure of Confidential Information;
- (d) If the recipient received the Confidential Information from a third party (not subject to a confidentiality obligation);
- (e) If the Confidential Information becomes generally known (other than due to breach of this agreement); or
- (f) Where the disclosure is required by applicable law (for example, the Official Information Act 1982), provided that the Recipient promptly notifies the Owner that it must disclose the Confidential Information.

9.5 **Protection of Personal Information.** As part of the relationship it may be necessary for the parties to exchange personal information (as defined in the Privacy Act 2020). The parties will handle such information in accordance with their respective publicly available privacy notices and the requirements of the Privacy Act 2020.

## 10 Notices

10.1 Any notice or other communication under this agreement will be deemed to be validly given if in writing and delivered by hand, registered mail, or email (provided that in the case of email the sender does not receive any notice of non-delivery) to the address of the party to whom the notice is to be given, as denoted below, or as promptly notified by that party to the others upon any change of address.

10.2 Address for Notices

<b>VUW</b>	
Contact person/role:	Dr Logan Bannister, Deputy Vice-Chancellor, Students
Email:	<a href="mailto:logan.bannister@vuw.ac.nz">logan.bannister@vuw.ac.nz</a>
<b>VUWSA</b>	
Contact person/role:	Matt Tucker, CEO



Email:	<a href="mailto:ceo@vuwsa.org.nz">ceo@vuwsa.org.nz</a>
--------	--

## 11 Insurance

- 11.1 VUWSA will maintain during the currency of this agreement public liability insurance (and any other insurance policies reasonably requested by VUW) at a level that is appropriate to prudently manage the risk associated with delivery of the Services.

## 12 Miscellaneous



- 12.1 **Limitation of liability:** Notwithstanding any other provision of this agreement, neither party shall be liable to the other party for any indirect, consequential or special loss or damage arising in connection with this agreement, including any loss of profit, business, revenue, data, goodwill or anticipated savings. This exclusion of liability applies to liability in contract and tort.
- 12.2 **Consumer Guarantees Act:** VUW is acquiring the Services for business purposes, and the parties agree that the Consumer Guarantees Act 1993 does not apply.
- 12.3 **No agency:** Nothing contained in this agreement constitutes either of the parties as agent, partner or trustee of the other, or creates any agency, legal partnership or trust for any purposes whatsoever. Except as expressly agreed, a party does not have any authority or power to act for, or to create or assume any responsibility or obligation on behalf of any other party.
- 12.4 **Dispute resolution:** In the event of a dispute arising in relation to this agreement, the parties shall negotiate in good faith in an effort to resolve the dispute informally, escalating to senior leadership as required.
- 12.5 **Amendments.** Any changes to this agreement (including any replacement Schedule) must be agreed by both parties and recorded in writing clearly demonstrating agreement to the change. A verbal agreement will not be effective unless documented in writing.
- 12.6 **Force majeure:** Neither party will be liable for any delay or default due to natural calamities, acts or demands of government or any government agency, wars, riots, strikes, floods, accidents, pandemic, epidemic or any other cause beyond its control and not due to that party's fault or neglect (**Force Majeure Event**), provided that it:
- (a) notifies the other party (non-affected party) as soon as practicable of the nature and expected duration of the Force Majeure Event;
  - (b) uses all reasonable efforts to mitigate the effect of the Force Majeure Event and to carry out its obligations under this agreement to the extent practicable; and
  - (c) resumes full performance as soon as practicable.
- The date for performance of each party's obligations shall be extended by a period equivalent to the period for which liability is excused under this clause.
- 12.7 **Counterparts:** This agreement may be executed and exchanged in any number of counterparts (including copies and scanned email copies), each of which shall be deemed an original and all of which together shall constitute a single instrument, binding and enforceable as an agreement between the parties.
- 12.8 **Severability:** If any provision of this agreement is illegal, invalid or otherwise unenforceable, it shall be severed from this agreement without affecting the remaining provisions, and the parties shall negotiate in good faith and reasonably in an endeavour to agree on one or more replacement provisions which achieve, to the extent possible, the intent of the severed provision in a manner which is legal, valid and enforceable.
- 12.9 **Governing law and jurisdiction:** This agreement will be governed by and construed in accordance with New Zealand law and shall be subject to the jurisdiction of the New Zealand courts to which the parties hereby submit.

- 12.10 **No waiver:** No party will be deemed to have waived any right under this agreement unless such waiver is in writing and signed by such party. Any such waiver by a party of a breach of any provision of this agreement will not constitute a waiver of any subsequent or continuing breach of such provision or of the breach of any other provision of this agreement by that party.

### 13 Other Agreements

- 13.1 This agreement supersedes the *Student Services Funding Agreement 2022-2024* dated 13 December 2021, and the undated *2016 Inter-campus Snapper Service and Lost Property Funding Agreement*. While it is intended that this will be the main overarching agreement between VUW and VUWSA, other agreements may from time to time be entered into.

### Execution

	For VUW	For VUWSA
Signature		
Name	Dr Logan Bannister	Matt Tucker
Title	Deputy Vice-Chancellor, Students	CEO
Date	7 February 2025	7 Feb 2025

# Schedule 1: Terms and Conditions for Delivery of Services

## 1 General

- 1.1 VUWSA will perform the Services:
- (a) in accordance with the terms of this agreement (and as further detailed or modified in writing);
  - (b) with a high standard of skill, care and diligence as would be expected of an experienced contractor performing such services;
  - (c) in an efficient, professional and cost-effective manner;
  - (d) using techniques, methodologies, processes and materials that accord with Good Industry Practice (meaning the exercise of that degree of skill, diligence and prudence that would reasonably be expected from a provider of services in New Zealand that are substantially similar to the Services);
  - (e) using suitable personnel who possess suitable skills, training, experience and who have appropriate supervision and who will perform all tasks assigned to them in an efficient, timely and effective manner;
  - (f) in accordance with all laws and all applicable VUW statutes and policies; and
  - (g) in accordance with any reasonable instructions or directions given by VUW or by its authorised personnel.
- 1.2 Subject to the requirements of any law, VUWSA will ensure that the Services are available and provided on equal terms to all VUW students (irrespective of whether they are members of VUWSA) and in accordance with the hours of operation specified in Schedule 2 where relevant. In providing the Services, VUWSA and its personnel will not state, infer or in any way imply:
- (a) that those Services are a benefit of VUWSA membership; or
  - (b) that any students are required or advised to become VUWSA members and, to avoid doubt, VUWSA and its personnel will not use the provision of the Services to promote VUWSA membership.
  - (c) VUWSA will perform the Services and all tasks comprising the Services at its own cost and in accordance with the conditions and timeframes set out in Schedule 2 or, if no timeframes are specified, within a reasonable time.
- 1.3 If, for any reason, VUWSA withholds or refuses to provide services to a specific student or students it will ensure that alternative arrangements are in place, and will advise VUW of the situation.
- 1.4 In performing the Services VUWSA must:
- (a) not damage or adversely affect VUW's reputation, systems or infrastructure; and
  - (b) not cause VUW to be in breach of any law or any VUW statute or policy.
- 1.5 VUW acknowledges VUWSA's role, as students' association, is to provide a voice for students and to act (where possible) in the interests of students. Provided VUWSA acts reasonably and with due regard to VUW's reputation in pursuing that role, VUWSA will not be in breach of clause 1.4 of this Schedule.
- 1.6 The parties agree that clause 1.4 of this Schedule will not operate to infringe on the editorial independence of Salient.
- 1.7 When VUW is setting or updating internal policy that may impact on VUWSA service provision, VUW will consult with VUWSA.



## **2 Incidental Services**

- 2.1 If any services, functions, responsibilities, activities or tasks are not specifically described or included within the definition of Services but now or in the future are required to properly provide or perform the Services because they are a necessary or incidental part of the Services, they will be deemed implied by, and included in, the scope of the Services, as if described in this agreement.

## **3 Subcontracting**

- 3.1 VUWSA must not subcontract the whole, or any part, of the performance of any of its obligations under this agreement, except with the prior written consent of VUW (which shall not be unreasonably withheld). VUW shall provide a response within two business days of VUWSA seeking consent and providing all information relating to such request which is reasonably required by VUW, provided that VUWSA seeks consent as soon as reasonably practicable (and no later than three business days) after becoming aware of the need or desire to subcontract.
- 3.2 If VUW consents to the use of a subcontractor, VUWSA will remain fully responsible as principal for all work carried out by any subcontractor, all materials used by a subcontractor and for any act or omission on the part of any subcontractor.

## **4 Key Performance Indicators**

- 4.1 In providing the Services, VUWSA will ensure that the Key Performance Indicators (**KPIs**) set out in Schedule 2 are met.
- 4.2 VUWSA will undertake all reasonably necessary measures (as appropriate), to enable a proper and reasonable assessment by VUW and VUWSA of whether the Key Performance Indicators are met.

## **5 Remedy of errors, omissions, etc**

- 5.1 Without prejudice to any other right or remedy that may be available to VUW, VUWSA will at its own cost and to the satisfaction of VUW, correct any errors, omissions, defects or faults in the provision and performance of the Services that VUW provides written notification of to VUWSA.

## **6 Health and Safety**

- 6.1 In providing the Services, VUWSA will comply with its obligations under the Health and Safety at Work Act 2015 and associated regulations and comply with VUW's Health and Safety Policy. VUWSA will have primary responsibility for the health and safety of any person who enters onto VUW's premises at the request of VUWSA.
- 6.2 The Parties acknowledge that they are each a "Person Conducting a Business or Undertaking" (PCBU) in terms of Health and Safety at Work Act 2015 with a range of duties under that Act. In the context of the relationship, this includes the duty to so far as is reasonably practicable, consult, co-operate with, and co-ordinate activities with each other.

## **7 No obligation to use VUWSA for other services**

- 7.1 VUW may enter into agreements with other contractors for the provision of other services.

## **8 Transition**

- 8.1 VUW may use a different contractor to perform the Services, or services similar to the Services, in which case it shall notify VUWSA which shall promptly and at no cost to VUW or such different contractor provide all reasonable assistance to VUW and/or such different contractor so as to ensure a smooth handover of the Services to that different contractor.



## **9 Reporting**

9.1 VUWSA will provide to VUW:

- (a) on or before 1 December in each year, an indicative budget for the following year against each of the permitted categories (being those categories for which student services fees may be charged under TEC funding conditions) for SSF Funded Services, as well any Other Services (Indicative Budget);
- (b) on or before 10 April, 10 July, and 10 October in each year, a report against the Indicative Budget, such report to be prepared in accordance with the form in the Appendix, a statement of performance against each KPI, a written report (separately for each of the Services) relating to the provision of each Service during the period since the last written report was provided to VUW under this clause and year to date containing the information reasonably required by VUW;
- (c) on or before 20 January (as relevant), a year-end report against the Indicative Budget, such report to be prepared in accordance with the form in the Appendix, a statement of performance against each KPI, a written report (separately for each of the Services) relating to the provision of each Service during the relevant year containing the information reasonably required by VUW;
- (d) notification on or before 31 March in each year, indicating when the final audited VUWSA accounts will be available to VUW, which must be no later than 30 August each year; and
- (e) VUWSA's final audited accounts by 30 August each year.

9.2 Upon request from VUWSA, the parties will conduct operational review meetings at times agreed between the Representatives (but no more frequently than twice in a year).

9.3 There will also be ad-hoc meetings, as required by VUW, between the Representatives.

## **10 Funding Procedures**

10.1 In consideration of VUWSA delivering the Services as set out in Schedule 2 and in accordance with this Agreement, VUW will pay to VUWSA the Funding as specified in Schedule 2 in equal instalments in February and July of each year in which Schedule 2 is current in accordance with this clause.

10.2 VUW will grant the Funding, subject to VUWSA:

- (a) first providing VUW with a valid tax invoice for the relevant instalment; and
- (b) complying with its obligations under this Agreement and any other obligations agreed between the parties from time to time.

10.3 Except for any GST payable by VUW, all taxes, levies and duties payable in connection with this Agreement are to be paid by VUWSA and not passed onto VUW. VUW may deduct from any payments to be made to VUWSA any withholding taxes or other deductions that it is required by law to make.

## **11 Suspension of Funding**

11.1 Without prejudice to any other right or remedy that may be available to VUW, if VUWSA is in material breach of any provision of this Agreement, VUW may suspend payment of all or any part of the Funding until that breach is remedied.

## **12 Increased Funding**

12.1 VUW will not be obliged to provide any further funding to VUWSA in relation to the Services during the period for which those Services and Funding have been agreed under Schedule 2 unless:

- (a) VUWSA can satisfy VUW that the need for further funding is and will support VUW's strategic initiatives; or
- (b) VUWSA submits a proposal to VUW following the submission of VUW's Single Data Return to the Tertiary Education Commission and where that Single Data Return indicates that additional funding may be available. VUWSA's proposal will be discussed by the Advisory Committee on the Student Services Fee,

and, in either case, VUW may decide to provide further funding in such amounts as VUW determines.

## **13 Increases to the Student Services Fee**

13.1 If the Fee is increased during any period for which Services and Funding have already been agreed under Schedule 2, the parties will meet in good faith and endeavour to agree to increase the Funding amount proportionate to the increase in the Fee or a lesser increase, taking into account:

- (a) the number of enrolments for the relevant term or year in contrast to the number of enrolments in previous terms or years and the number of forecasted enrolments;
- (b) VUWSA's compliance with this Agreement and performance of Key Performance Indicators; and
- (c) any other matter that the parties consider relevant.

## **14 Records and Audit**

14.1 VUWSA must at all times while Services are currently being delivered and for seven years afterwards maintain true, up-to-date, accurate and complete records of all invoices, reports, operating processes and procedures and other records relating to the Services, in accordance with Good Industry Practice.

14.2 VUW may at any time during or after the lifetime of this agreement give VUWSA not less than five working days' notice that it intends to undertake an audit to assess VUWSA's compliance with this agreement and/or VUWSA's revenue and expenditure in relation to the Services.

14.3 Within one working day of receiving VUW's notice under clause 14.2, VUWSA may notify VUW in writing that it requires the audit to be undertaken by an independent auditor. In such case, the parties shall, within 48 hours, agree on an independent auditor to undertake the audit and failing agreement, such auditor shall be nominated by the president of the New Zealand Law Society, or the president's delegate. VUWSA shall be solely responsible for all costs, fees, charges and expenses of, and associated with the use of, an independent auditor. To avoid doubt, if VUWSA does not so notify VUW in writing that it requires the audit to be undertaken by an independent auditor within 24 hours, the audit will be undertaken by VUW (or VUW's nominee).

14.4 VUWSA will provide VUW (or its nominee) or the independent auditor (as the case may be) with all reasonable assistance necessary in order for VUW to undertake the audit and, in particular, will provide access to:

- (a) all of the records and other information required to be maintained under clause 14.1;
- (b) VUWSA's Personnel; and
- (c) any other information relevant to VUWSA's performance and compliance with the terms of this agreement,

to allow the inspection and copying of such records and information for audit purposes.

14.5 Within 14 days of completing any audit, VUW will provide, or will procure that its nominee or the independent auditor (as the case may be) provides, a written summary of its findings to VUWSA.

Schedule 2: Services and Funding 2025 to 2027

Funding Schedule between VUWSA and Victoria University of Wellington (VUW)

Year/Years: 2025 – 2027	Annual Funding for SSF Funded Services: [\$1,375,000] (plus GST if any)
	Annual Funding for Other Services: [\$56,000] (plus GST if any)

SSF Funded Services

Part 1 - Student Representative Services

Description of Services	KPIs	Quarterly Reporting
<p><b>Class Representatives &amp; Faculty Delegates</b></p> <p>1. Ensure Class Representatives and Faculty Delegates:</p> <ul style="list-style-type: none"><li>- receive the relevant information and training to perform their duties and functions effectively.</li><li>- have a clear understanding of where to escalate issues and concerns.</li></ul> <p>2. Distribute relevant information concerning the Class Representative System (undergraduate and postgraduate taught courses) to relevant VUW staff at least one week before the beginning of the trimester.</p> <p>3. Provide background material and organise meetings with Faculty Delegates as soon as practicable before each Faculty Meeting to ensure they are prepared and understand issues to be discussed at the meetings.</p> <p>4. Organise an annual prize giving for Class Representatives and Faculty Delegates before the end of Trimester Two. This will include the presentation of suitable prizes and awards.</p> <p>5. Liaise with, and provide reasonable assistance to, Te Ratonga Rapu Mahi– Careers and Employment, regarding the awarding of Wellington Plus Award Points to Faculty Delegates.</p> <p>6. Annually evaluate the Class Representative and Faculty Delegate system, measuring participation, engagement, training and usefulness and include in the fourth Quarter report.</p>	<p>1. Completion of any relevant paperwork required within two business days of a request being made. (Note: Faculty Delegate certificates are accepted towards Wellington Plus points. Certificates must be cited before the points can be awarded.)</p> <p>2. Class rep/delegate certifications will be sent before Week 11 of Trimester 1 and Trimester 2 each year.</p> <p>3. ‘Have your Say’ annual survey responses for Class Representatives, at least:</p> <ul style="list-style-type: none"><li>- 90% Aware</li><li>- 75% Satisfied (of those that used the service)</li></ul> <p>4. Inclusion of Service stats in Annual Report for the Advisory Committee for the Student Services Fee (ACSSF).</p>	<p>1. Number of:</p> <ul style="list-style-type: none"><li>(a) Class reps &amp; Faculty Delegates<ul style="list-style-type: none"><li>- UG ; PG / total classes by Trimester by Faculty</li></ul></li><li>(b) Training sessions (Basic / Advanced) completed by Faculty.</li></ul> <p>2. Any issues / concerns raised by the student reps during the last quarter.</p> <p>3. List reviews / submissions VUWSA have contributed to during the last quarter.</p>



<b>Student Representation support</b> <ol style="list-style-type: none"> <li>7. Deliver relevant training during onboarding of new Student Representatives including those sitting on the Student Assembly.</li> <li>8. Provide all required administrative support to student committees, sub-committees, and VUWSA Student Executive members. This administrative support also extends to PGSA and Ngāi Taura and includes distribution of Executive and Student Assembly honorarium and / or salaried roles, as agreed with VUWSA and appropriate.</li> <li>9. Contribute to preparation of submissions to consultation on Academic Reviews and policy changes in a timely way that contributes student voice to the process.</li> </ol>		
---	--	--

## Part 2 – Advocacy services

Description of Services	KPI's	Quarterly reporting
<b>Advocacy Services</b> <ol style="list-style-type: none"> <li>1. Provide independent advocacy, representation, support and advice to VUW enrolled students including those engaging with the University's disciplinary and dispute resolution process (in particular, the student misconduct and academic grievance processes);</li> <li>2. Ensure access for VUW all enrolled students to the VUWSA Advocacy Services during all trimesters, (VUWSA may close a week earlier than VUW at the end of the year prior to VUW Christmas shutdown).</li> <li>3. If the VUWSA Advocate is not available or there is a potential conflict of interest, VUWSA will take all practicable / reasonable steps to connect the student with an independent advocate.</li> <li>4. Develop and maintain networks and work effectively and professionally with VUW staff.</li> <li>5. Ensure VUWSA Reception services on Kelburn Campus are available to all students during term time.</li> </ol>	<ol style="list-style-type: none"> <li>1. VUWSA reports to THW-VUW, by a mutually agreed timeframe, on (i) the steps it has taken to engage with Ngāi Taura, PGSA, Pasifika Student Council and V-ISA regarding the representation needs of Māori, postgraduate and Pasifika, and international students and (ii) the plans it has in place to provide for these needs;</li> <li>2. A VUWSA staff member involved in provision of the Services meets at least once a month with the Manager, Tauria–Student Interest and Conflict Resolution to provide feedback and information on: <ol style="list-style-type: none"> <li>a) matters relating to disciplinary and complaints processes generally;</li> <li>b) matters relating to teaching and learning;</li> <li>c) matters relating to the promotion and advertising of the service; and</li> <li>d) any other matters relating to student interest and welfare which have come to VUWSA's attention.</li> </ol> </li> <li>3. Students receive acknowledgement of their contact with the service within no more than 2 working days.</li> <li>4. Urgent situations are addressed within appropriate timeframes.</li> <li>5. 'Have your Say' annual survey responses for Advocacy, at least:</li> </ol>	<ol style="list-style-type: none"> <li>1. Number of students engaging with the service during the last quarter, including: <ul style="list-style-type: none"> <li>- Type of case / outcome</li> </ul> </li> <li>2. Key themes that may require additional discussion with the relevant Dean and/or Director.</li> </ol>

	<ul style="list-style-type: none"> <li>- 65% Aware</li> <li>- 75% Satisfied (of those that used the service)</li> </ul> <p>6. Inclusion of Service stats in Annual Report for ACSSE.</p>	
--	--	--

### Part 3 – Welfare and Volunteers

Description of Services	KPIs	Quarterly Reporting
<p>VUWSA works in partnership with VUW to promote and assist with health and well-being initiatives. This includes:</p> <ul style="list-style-type: none"> <li>(a) Assist with organising and coordinating volunteers to support the administration of flu shots by Mauri Ora if required.</li> <li>(b) Assist with the promotion of the annual flu vaccination (and any other health) campaign provided by Mauri Ora.</li> <li>(c) Provide, manage (within budget agreed annually with the University’s Hardship Fund), maintain and co-promote: <ul style="list-style-type: none"> <li>1. a Community Pantry Food Parcel service to VUW enrolled students, across the three main campuses.</li> <li>2. the annual Menstrual product initiative, distributing and promoting product at Kelburn, Pipitea and Te Aro.</li> </ul> </li> <li>(d) Provide, maintain and distribute support for any agreed co-branded initiatives (including “stress free study weeks”) or campaigns in partnership with VUW, including liaising and working effectively with any student services and VUW staff members relevant to the particular campaign.</li> </ul>	<ul style="list-style-type: none"> <li>1. VUWSA actively promotes awareness and manages distribution of the Community Pantry Food parcel service and Menstrual products available to all enrolled students of VUW; Kelburn, Te Aro and Pipitea campuses, during Trimesters 1 and 2.</li> <li>2. Appropriate co-branding for the Community pantry and Menstrual product initiatives included on all online and printed material (including dispensers).</li> <li>3. Provide Stress Free Study Weeks, during the first week of exams in Trimester 1 and Trimester 2.</li> <li>4. Inclusion of Service stats in Annual Report for ACSSE.</li> </ul>	<ul style="list-style-type: none"> <li>1. Number of students utilising the Community Pantry service and numbers of food parcels given out.</li> <li>2. Quantity of product (community pantry and menstrual products) distributed at each campus, including frequency of restock required.</li> <li>3. Brief assessment of the success of each Stress-Free Study week / initiative and opportunities for improvement including any key issues or concerns.</li> </ul>

### Part 5 – Orientation and Events

Description of Services	KPI	Quarterly Reporting
<p>1. Campaigns and initiatives to ensure the best experience for VUW enrolled students, including an annual Orientation Week comprising at least five events as mutually agreed with VUW at the Annual Planning meeting in November the year prior.</p> <p>2. For each event on campus, VUWSA must:</p> <ul style="list-style-type: none"> <li>a. work with VUW to prepare: <ul style="list-style-type: none"> <li>a. A health and safety plan</li> <li>b. A security plan</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>1. In November of the year prior, in consultation with the Director, Titoko Director, Te Pūrengi, and Director, Campus Operations (or delegates), agree an O-week format and events schedule for the next year, which includes mutually agreed promotion planning.</li> <li>2. Risk Management Plans, as and when required, are submitted to Campus Operations at least one month before the scheduled event(s).</li> <li>3. At least four months prior, meet with the VUW Sustainability team to plan and agree Sustainability week calendar of events.</li> </ul>	<ul style="list-style-type: none"> <li>1. List of all events (including Sustainability initiatives and activities) delivered during the previous quarter. Including ticket sale numbers (were available), numbers of students attending and promotional measures for each.</li> <li>2. Short assessment of the success of each event / initiative and opportunities for improvement.</li> <li>3. Key issues or concerns from each event / initiative.</li> </ul>

<p>c. Any other risk mitigation plan reasonably requested by VUW in order to ensure the safety and wellbeing of event attendees or the University community</p> <p>b. ensure that any contractor it uses for that event prepares its own health and safety plan, security plan, and any other risk mitigation plan reasonably requested by either VUW or VUWSA in order to ensure the safety and wellbeing of event attendees or the University community</p> <p>3. The plans prepared under (2) above must submitted to and agreed with VUW at least one month before the relevant event and any changes to them (or their implementation) must be jointly agreed. However, VUWSA acknowledges that, given the University’s obligations under law (including the Health and Safety at Work Act and the Pastoral Care Code), the University may need to take action in order to discharge its legal duties. Where such action involves a change to an agreed plan (or its implantation), VUW will use reasonable endeavours to inform VUWSA as early as possible.</p> <p>4. VUWSA will ensure all VUWSA staff and contractors involved with event management and delivery are aware of and comply with relevant VUW policies and procedures and ensure that they act responsibly and in the best interests of students, staff, and VUW.</p> <p>5. VUWSA must ensure that the statement ‘Funded by Victoria University of Wellington students, through the student services fee’ is included on at least one type of promotional material for each event (whether on or off campus) that is funded under this Agreement. Any use of the VUW logo on any promotional material must be approved by VUW.</p>	<p>5. Inclusion of Service stats in Annual report for ACSSF.</p>	
--	--	--

## Part 6 – Student media

Description of Services	KPI	Quarterly Reporting
<p>1. VUWSA will produce and disseminate information by students to students through a range of appropriate student media.</p> <p>2. VUWSA will be the legal publisher of such student media and will ensure that any publication of student media:</p> <p>(e) complies with all applicable laws and industry standards including the Broadcasting Act 1989 and the New Zealand Media Council’s Statement of Principles;</p> <p>(f) does not intentionally or gratuitously defame or abuse VUW students;</p> <p>(g) registers as a member of the New Zealand Media Council.</p>	<p>1. No more than 24 printed editions produced annually.</p> <p>2. Registering as a member of the New Zealand Media Council.</p> <p>3. ‘Have your Say’ annual survey responses for Salient, at least:</p> <ul style="list-style-type: none"> <li>- 75% Aware</li> <li>- 75% satisfied (of those that read Salient)</li> </ul> <p>4. Inclusion of Service stats in Annual Report for ACSSF.</p>	<p>1. Pick up rates of printed publications.</p> <p>2. Download / viewing statistics of Salient content available online.</p> <p>3. Summary of the formal, accepted complaints submitted to NZ Media Council.</p>



<p>3. VUWSA will ensure that any complaints regarding the publication of any form of student media are dealt with in a timely manner and inform complainants of their right to raise a complaint to the New Zealand Media Council.</p> <p>4. VUWSA will provide opportunities for appropriately qualified VUW students to take part in the publication of student media.</p> <p>5. VUWSA will ensure that during the Term the acknowledgment “Funded by Victoria University of Wellington students, through the student services fee” is, to the reasonable satisfaction of Victoria University:</p> <ul style="list-style-type: none"><li>(h) published with a high degree of prominence on the internet homepages for Salient and any other form of student media;</li><li>(i) published with a high degree of prominence within each edition of Salient (on the page containing publication details); and</li></ul> <p>6. VUWSA will ensure that advertising revenue is used to supplement Student Service Fee funding in student media.</p>		
---	--	--

Other Services (non-SSF funded services)

Description of Services	KPI	Quarterly Reporting
<b>Lost Property</b>  VUWSA will provide a lost property service.	80% of high value items returned to their owners within 2 months.  Promotion plan agreed between VUW and VUWSA by 31 March 2025, and revised before the beginning of Trimester 1 each subsequent year.	Nil.
<b>Inter-campus Bus Passes</b>  VUWSA will provide a service whereby eligible VUW students and staff can have an approved number of 1, 2 or 3 zone passes loaded on to their snapper cards, funded by VUW, for travel between specific VUW campuses.	Inclusion of Service update in Annual Report for the Advisory Committee for the Student Services Fee (ACSSF).	Nil.
<b>Halls Committee</b>  Establish and operate a halls committee comprising of representatives from each hall of residence to contribute to halls planning and resolution of issues.	Inclusion of Service update in Annual Report for the Advisory Committee for the Student Services Fee (ACSSF).	Nil.
<b>Gold Awards</b>  Establish and deliver annual “Golds Awards” celebrating individuals who have excelled in their chosen cultural fields. This includes processes for calling for nominations, assessing nominations, selecting recipients, and an annual awards ceremony.	Inclusion of Service update in Annual Report for the Advisory Committee for the Student Services Fee (ACSSF).	Nil.
<b>Sustainability Student Events</b>  Deliver a week of student-led events (mutually agreed with the VUW Sustainability team) to increase student engagement in relation to sustainability initiatives, which will include, and is not limited to, ‘Sustainability week’.	Inclusion of Service update in Annual Report for the Advisory Committee for the Student Services Fee (ACSSF).	Nil.