

## Behaviour Change Programmes

### Standard Terms and Conditions

#### 1. Interpretation

1.1 In these terms and conditions the following definitions and rules of interpretation apply:

<b>Agreement</b>	the agreement between NUS and the Organisation consisting of the specific terms and conditions, the standard terms and conditions Ratecard, as the same may be amended from time to time for the implementation delivery out of the Scheme;
<b>Approval</b>	the written consent of NUS;
<b>Business Day</b>	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
<b>Commencement Date</b>	shall have the meaning set out within the specific terms;
<b>Confidential Information</b>	any information which has been designated as confidential by either Party in writing, or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property rights, know-how, personnel, customers and suppliers of either Party, all personal data and sensitive personal data within the meaning of the Data Protection Act 1998 and commercially sensitive information;
<b>Copyright</b>	all copyright, database and any such associated rights in any part of the world to which NUS is, or may become entitled in respect of the Scheme;
<b>Fee</b>	the fee set out within the specific terms or such other fee as shall be agreed from time to time between the parties;
<b>Intellectual Property</b>	patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise) and applications for any of the foregoing; copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off;
<b>Intern</b>	a temporary worker who is obliged to provide services to the Organisation and/or Partner Organisation and who may or may not be otherwise deemed an employee of the Organisation and/or Partner Organisation pursuant to the Employment Rights Act 1996.

For the avoidance of doubt this expressly excludes volunteers (whereby there is no mutuality of obligations between the Organisation and/or Partner Organisation and the Volunteer) and students on short-term work experience of no more than three weeks, Students working full time, unless this is conducted as part of their academic course;

<b>Manager</b>	a Programme Manager or Environmental and Ethical Manager of NUS notified to the Organisation by NUS from time to time;
<b>Organisation</b>	the organisation referred to within the specific terms;
<b>Partner Organisation</b>	an organisation which is affiliated with the Organisation and approved by the Organisation and NUS for membership to the Scheme(s);
<b>Ratecard</b>	the ratecard agreed between NUS and the Organisation as the same may be updated from time to time;
<b>Scheme</b>	the scheme(s) referred to within the specific terms and such additional scheme which shall be governed by those terms and conditions from time to time;
<b>Site</b>	the site(s) specified within the specific terms or as shall be otherwise amended by agreement between the parties from time to time;
<b>SME</b>	a small or medium sized enterprise (which for the avoidance of doubt includes not for profit organisations) must satisfy at least two of the following criteria:  (a) a turnover of not more than £11.2 million;  (b) a balance sheet total of not more than £5.6 million;  (c) not more than 250 employees; and
<b>Term</b>	The term set out within the specific terms as the same may be varied from time to time by agreement between the parties.

1.2 References to numbered clauses are to the relevant numbered clauses in these terms.

1.3 The headings are included for ease of reference only and shall not affect the interpretation or construction of the Agreement.

1.4 References to the singular shall include the plural and references to the masculine shall include the feminine and the neuter and vice versa in each case.

1.5 References to a statute, statutory instrument regulation order or quality standard shall be construed as a reference to such statute, statutory instrument regulation order or quality standard as amended or re-enacted or updated or superseded from time to time.

1.6 Writing or written includes fax and e-mail.

1.7 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.8 In the event of any inconsistency between any of the provisions of this Agreement, the constituent parties shall prevail in the following order:

- (a) the Standard Terms and Conditions;
- (b) the specific terms; and
- (c) the Ratecard.

## **2. Term**

2.1 These terms and conditions shall take effect on the commencement date and shall be in force for the Term unless otherwise terminated earlier in accordance with clause 11 of these terms and conditions.

## **3. Scheme**

3.1 NUS has created and developed the Scheme(s) and has agreed to roll out the Scheme(s) out to the Organisation in consideration of the payment of the Fee in accordance with the payment terms set out within the specific terms or agreed by the parties from time to time.

3.2 The parties agree and acknowledge that the Organisation may enter into this Agreement for itself and for the benefit of Partner Organisations.

3.3 Each Party shall carry out their responsibilities in relation to the Scheme as more particularly described at Schedule 2.

3.4 The Organisation warrants that neither it nor any Partner Organisation will use any unpaid Interns in relation to the implementation or otherwise of the Scheme(s) within the Organisation and/or any Partner Organisation.

## **4. Extension of Agreement to Partner Organisation(s)**

4.1 In addition to the Scheme(s) to be provided to the Organisation, any Partner Organisation, with the prior written approval of the Organisation and NUS (which consent may in each parties absolute discretion be refused), may require the Scheme(s) to be provided to it under these terms and conditions subject to the same or substantially the same terms and conditions contained herein and subject to the additional conditions set out in their respective Ratecards/specific terms.

4.2 If and to the extent that any Scheme(s) under these terms and conditions is required to be provided by NUS to any Partner Organisation:

- (a) each and every such Partner Organisation may be required by NUS to complete a specific Ratecard with NUS for such Scheme(s) incorporating by reference or otherwise the same or substantially the same terms and conditions contained herein. In the event that NUS does not require each Partner Organisation to complete a separate Ratecard, the provisions of the Ratecard relating to the Organisation shall be deemed to apply to each Partner Organisation; and
- (b) NUS may require the Organisation (if in its absolute discretion it deems it appropriate to do so) to amend the commercial terms contained within the Organisation's Ratecard in order to facilitate the provision of the Scheme to the Partner Organisation.

4.3 In the event that a Partner Organisation is required to pay any fee directly for the implementation of a Scheme, the Organisation shall be liable to NUS for payment of the fee

payable by a Partner Organisation if the Scheme(s) are delivered to a Partner Organisation by NUS, approved by the Organisation and payment is not made directly by the Partner Organisation by its due date for payment.

## **5. Licence**

- 5.1 NUS hereby grants to the Organisation a non-exclusive revocable licence to carry out the Scheme on the Site.
- 5.2 The ownership, copyright and Intellectual Property in the Scheme(s) which shall include, but is not limited to, workbooks, toolkits, rate cards, literature, drawings, logos, reports, plans, computer data and other documents and information produced by NUS (hereinafter referred to as the Documents) in relation to the Scheme(s) shall vest in NUS.
- 5.3 The Organisation shall protect and hold all Documents and Intellectual Property of NUS provided to it in connection with the Scheme(s) free from liens charges and other encumbrances.
- 5.4 The Organisation undertakes not to use or exploit the Documents or Intellectual Property owned by NUS anywhere other than in connection within the operation of the Scheme(s) or as otherwise permitted by NUS from time to time.
- 5.5 Neither the Organisation nor any Partner Organisation shall acquire rights in nor assert ownership of the Documents or Intellectual Property owned in the Scheme(s) and to the extent that it obtains any rights, it shall assign the same to NUS on creation of such rights.
- 5.6 Through undertaking the Scheme(s), NUS does not endorse the brands, initiatives, products or services of any Organisation, Partner Organisation or other third party that it may engage with.
- 5.7 It is hereby acknowledged and agreed that Organisations and/or Partner Organisations may cite that research in respect of the delivery of the Scheme was conducted by 'NUS's research department' in any external communications, but may not use the NUS brand in any further way without the prior written approval of NUS. Neither the Organisation or any Partner Organisation may use the NUS brand in association with any further interpretation of the data or otherwise without the prior written approval of NUS.
- 5.8 NUS reserves the right to request that any reference to NUS is removed from external communications by Organisations and/or Partner Organisations of work undertaken, and the Organisation and each Partner Organisation expressly agrees and acknowledges that they will remove any such reference upon any request of NUS.
- 5.9 Delivery of the Sustainable Behaviours Assistants aspect of the Ratecard will be delivered by Change Agents UK, on behalf of NUS, and subject the Change Agents UK terms and conditions. The Organisation nor any Partner Organisation is liable to Change Agents UK.

## **6. Publicity, Media and Official Enquiries**

- 6.1 Neither the Organisation nor any Partner Organisation shall at any time (either before or after the expiry or termination of this Agreement) issue or publish nor cause to be issued or published any comment or statement in connection with the activities of the NUS or the Scheme(s) without first obtaining express Approval.

## **7. Confidentiality**

- 7.1 Each Party:-

- (a) shall treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and
- (b) shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party except to such persons and to such extent as may be necessary for the performance of the Agreement or except where disclosure is otherwise expressly permitted by the provisions of the Agreement.

7.2 The provisions of clause 7.1 shall not apply to any Confidential Information received by one Party from the other:

- (a) which is or becomes public knowledge (otherwise than by breach of this clause);
- (b) which was in the possession of the receiving Party without restriction as to its disclosure before receiving it from the disclosing Party;
- (c) which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
- (d) is independently developed without access to the Confidential Information; or
- (e) which must be disclosed pursuant to a statutory legal or parliamentary obligation placed upon the Party making the disclosure.

## **8. Data Protection Act**

8.1 The Organisation shall ensure that all processing of personal data performed by the Organisation and its employees shall be in accordance with the Data Protection Act 1998 and any order thereunder or amendment thereto.

8.2 Subject to the provisions of clause 8.1 above, the parties will work together to find appropriate methods for data collection, storage and sharing of data in order to allow NUS to complete analysis and monitoring services and to facilitate improvements to the implementation and delivery of the Scheme(s).

## **9. Liability, indemnity and insurance**

9.1 The Organisation shall indemnify NUS against all liabilities, costs, expenses, damages or losses suffered or incurred by the NUS arising out of or in connection with the Organisation's exercise of its rights granted under this Agreement or any breach by the Organisation of the terms of this Agreement.

9.2 The Organisation shall further indemnify and keep indemnified NUS against all and any losses suffered by NUS and claims made against NUS or the Organisation in respect of personal injury to or death of any person whomsoever (including any employee of NUS or the Organisation) and in respect of damage to or loss of any property whatsoever caused by or arising out of or in connection with the Organisation in pursuance of the Scheme.

9.3 Nothing in this agreement shall have the effect of excluding or limiting any liability for death or personal injury caused by negligence or for fraud.

9.4 For the avoidance of doubt:

9.4.1 NUS shall under no circumstances whatsoever be liable to the Organisation or any Partner Organisation whether pursuant to these terms and conditions, tort (including negligence),

breach of statutory duty or otherwise for any loss of profit, or indirect or consequential loss arising under or in connection with the Agreement and/or delivery of the Scheme(s);

9.4.2 NUS' total liability in respect of all other losses arising under or in connection with these terms and conditions, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed the fees payable by the Organisation to NUS in 12 months prior to any claim made under these terms and conditions in connection with the delivery of the Scheme(s).

## **10. Insurance**

10.1 The Organisation shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Organisation when carrying out the Scheme(s). This shall include, but is not limited to, public liability insurance and employee liability insurance.

10.2 The Organisation shall (on request) supply to NUS a copy of such insurance policies and evidence that the relevant premiums have been paid.

## **11. Termination**

11.1 Either Party may terminate this Agreement at any time on giving not less than [1] months' notice to the other Party.

11.2 NUS may terminate this Agreement immediately by giving written notice to the Organisation if any of the following circumstances arises:

- (a) the Organisation fails to pay any amount due under this agreement on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment;
- (b) the Organisation commits a breach of any term of this Agreement (other than failure to pay any amounts due under this agreement) and (if such breach is remediable) fails to remedy that breach within 7 days of being notified in writing to do so;
- (c) the Organisation becomes bankrupt, makes a composition or arrangement with its creditors, has a proposal made in respect of its company for a voluntary arrangement, has an application made under the Insolvency Act 1986 to the Court for the appointment of an administrative receiver, has a winding-up order made, has a provisional liquidator receiver or manager of its business or undertaking duly appointed or any similar event occurs (including under the law of any other jurisdiction);
- (d) the Organisation does or omits to do an act which it knows or reasonably believes would diminish the reputation of NUS and/or the Scheme(s) or which might otherwise bring NUS or the Scheme(s) into disrepute.

## **12. Effect of Termination**

12.1 On expiry or termination of this Agreement for any reason and subject to any express provisions set out elsewhere in this Agreement:

- (a) all outstanding sums payable by the Organisation to the NUS shall immediately become due and payable;
- (b) all rights and licences granted pursuant to this agreement shall cease;

- (c) the Organisation shall cease all use and exploitation of the Scheme(s) and Intellectual Property rights;
- (d) the Organisation shall return promptly to the NUS at the Organisation's expense all records and copies of the Documents, any other relevant documentation and any promotional material in its possession relating to the Scheme(s).

12.2 Termination of these terms and conditions shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages or under the indemnity in respect of any breach of this Agreement or any rules incorporated within the Ratecard.

### 13. Waiver

13.1 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

### 14. Severance

14.1 If any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

### 15. Force majeure

15.1 Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, and in such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations, provided that, if the period of delay or non-performance continues for 4 weeks, the Party not affected may terminate this agreement by giving 7 days' written notice to the other Party.

### 16. Notice

16.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery, at the address stated in this Agreement:

16.2 Any notice shall be deemed to have been duly received:

- (a) if delivered personally, when left at the other Party's address;
- (b) if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting.
- (c) If sent by email:
  - i) in the case of notices addressed to NUS, to the email address of the Managers notified to the Organisation by NUS from time to time only; or
  - ii) in the case of the Organisation to the email address notified to NUS from time to time;

- iii) at the time of completion of transmission by the sender provided the sender does not receive either an automated undeliverable message response in which case the email shall only be deemed received on the next transmission when such reply is not received.

## **17. Dispute resolution procedure**

- 17.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement within 20 Business Days of either Party notifying the other of the dispute. Such efforts shall involve the escalation of the dispute to the commercial director or equivalent of each Party.

## **18. Miscellaneous**

- 18.1 This Agreement constitutes the entire agreement between the Parties relating to the subject matter of the Agreement. The Agreement supersedes all prior negotiations representations and undertakings whether written or oral except that this clause shall not exclude liability in respect of any fraudulent misrepresentation.
- 18.2 The Agreement shall be governed by and interpreted in accordance with English law and the Parties submit to the exclusive jurisdiction of the courts of England.
- 18.3 The Organisation shall not be relieved of its obligations to perform its obligations in accordance with the terms of the Agreement as the result of a change of law which comes into effect after the commencement date.
- 18.4 Nothing in the Agreement shall be construed as creating a legal partnership or a contract of employment between the NUS and the Organisation.
- 18.5 Nothing in this Agreement shall confer or purport to confer the right to enforce any term hereunder upon any person or legal entity that is not a party to it and the Contracts (Rights of Third Parties) Act 1899 shall not apply.
- 18.6 This Agreement shall not be varied except by instrument in writing signed by the authorised representatives of the Parties or in the case of email communication authorised by a Manager on behalf of NUS and an authorised representative of the Organisation.



# SCHEDULE 1 – Parties' Responsibilities

## 1. Student Switch Off

1.1 NUS shall be responsible for:

- a. Providing remote support and advice to the Organisation to enable successful delivery of the Scheme
- b. Design of one poster per year to inform students about the programme
- c. Attending Fresher's Fayre or induction event to recruit volunteers
- d. Twice a year leading halls visits to spread the campaign message face-to-face
- e. Running competitions and communicating with students every 2-3 weeks via e-mail and Facebook
- f. Sourcing and distribution of prizes (bar those outlined in (g) and (l) of Section 1.2)
- g. Analysis of energy data
- h. Analysis of recycling data (if the Organisation is running the recycling-bolt on)
- i. Organisation and running of training events for Student Switch Off Ambassadors once per year
- j. Organisation of online climate change quizzes twice per year
- k. Organisation of an end-of-year event or end-of-term event for the Organisation's winning flat/hall/block/college
- l. Organisation and completion of recycling audits in student kitchens with paid student helpers if necessary (if the Organisation has paid for recycling audits)
- m. Provision of chocolate rewards, recycleometer cards and score sheets for use in recycling audits in student kitchens (if the Organisation is running the recycling-bolt on with audits)
- n. Introducing the Organisation to Ecovisum in order to set up the energy dashboard (if the Organisation has paid for the energy dashboard)

1.2 The Organisation shall be responsible for:

- a. Printing and putting up posters in halls of residence
- b. Provision of a stand at the Freshers' Fayre and/or a speaking slot at induction events
- c. Forwarding emails about the campaign to all students in halls as necessary (emails when students arrive and with information about training, the climate change quizzes and leaderboard updates)
- d. Provision of campus-specific prizes – ideally 5-10 monthly tickets to the main SU night out or food vouchers
- e. Provision of a room and AV facilities to host events as required by NUS
- f. Provision of historical and contemporary electricity data – preferably reliable historical and contemporary electricity meter data, ideally going back 2-3 years, on a flat/hall/block/college basis

- g. Provision of a monetary prize (typically £250-£500) towards, and help in organising, the end-of-year/end-of-term celebratory event for the winning flat/hall/block/college
  - h. Promotion of the initiative in Organisation publications such as newspapers
  - i. Access to student kitchens in flats/halls/blocks/colleges to promote the campaign
  - j. Provision of contemporary recycling data – preferably on a flat/hall/block/college basis (if the Organisation is running the recycling-bolt on)
  - k. Access to student kitchens in flats/halls/blocks/colleges to conduct recycling audits (if the Organisation is running the recycling-bolt on with audits)
  - l. Provision of a communal incentive such as a party or financial contribution to winning flat/hall/block/college in addition to that provided in (e) of Section 1.2 (if the Organisation is running the recycling-bolt on)
  - m. Liaising with EcoVisum to set up the energy dashboard (if the Organisation has paid for the energy dashboard)
- 1.3 For the avoidance of doubt, the following shall not be provided by NUS unless agreed and paid for in addition to the standard energy-saving campaign charges:
- a. Printing of posters
  - b. Organisation-specific prizes
  - c. End-of-year/end-of-term communal prizes
  - d. The recycling bolt-on
  - e. The energy dashboard

## 2. Green Impact

### 2.1 Green Impact in Universities, Colleges and Off-Campus Organisations

#### 2.1.1 NUS shall be responsible for:

##### a. Communications:

- i) Compiling, design and distribution of a national monthly newsletter to all sustainability managers (or equivalent) within the Organisation
- ii) Running the online cost-price Green Impact shop accessible to all members of staff within the Organisation
- iii) Maintaining [www.nus.org.uk/greenimpact](http://www.nus.org.uk/greenimpact) and online resource banks to promote and aid awareness, and implementation, of the Scheme – NUS will endeavor to provide Welsh versions of resources available through these channels upon request but will not tailor them to specific Organisations
- iv) Providing Green Impact branding and logos for the Organisation's use (subject to branding guidelines and copyright) - bilingual versions will be provided for Welsh Organisations

##### b. Scheme delivery

- i) Creation and provision of a bespoke project plan outlining key support, timelines and priorities throughout the delivery year
- ii) Providing remote support and advice to the Organisation to enable successful delivery of the Scheme
- iii) Project Officer attendance at 3-4 events/workshops per Green Impact year (which could include but are not exclusive to a planning meeting, launch event, delivering support workshops, training of students and/or staff and awards event)
- iv) Supporting the Organisation to work with the local students' union(s) (and tertiary education providers if the Organisation is off-campus)
- v) Developing, hosting and maintaining an online Green Impact toolkit bespoke to the Organisation – this can be bi-lingual but NUS will not translate toolkit text. NUS-Wales can provide translation into Welsh for an additional fee or the Organisation can arrange for it to be translated through their own routes although NUS will require this to be formatted to their requirements to enable compatibility with the toolkit software.
- vi) Supporting the organisation to create bespoke toolkit actions
- vii) Providing remote support and advice to the Organisation to enable successful recruitment of team members (staff, students and volunteers as appropriate)
- viii) Providing remote support and advice to the Organisation to enable the successful launch of Green Impact internally
- ix) Providing training for student Green Impact Project Assistants (GIPAs) once per year if required. This is included within the face-to-face support as outlined in (b.iii) of Section 2.1

- x) Providing training for student auditors once per year
- xi) Providing remote support and advice to the Organisation to coordinate audits
- xii) Provision of ethically-sourced awards including printing (of Organisation name, team name and award achieved) and delivery – the number of awards that are included is outlined in the Ratecard
- xiii) Providing certificate templates for GIPAs, auditors, teams and special award winners
- xiv) Providing letters of recommendation as appropriate for student GIPAs and auditors
- xv) Creation of end of year feedback reports for the Organisation's teams
- xvi) Creation of end of year impact report for the Organisation

c. Monitoring and Evaluation

- i) Annually coordinating, producing and hosting online national feedback surveys for sustainability managers (or equivalent) within the Organisation and staff team members
- ii) Coordinating and hosting GIPA and auditor post volunteering feedback surveys
- iii) Coordinating and hosting online staff pre and post Green Impact attitude and behaviour change survey if requested by the Organisation on signing-up to the Scheme
- iv) Providing anonymised, raw data in the form of a Microsoft Excel spreadsheet as collected from the research outlined in (c.i), (c.ii), and (c.iii) of Section 2.1.1 to the Organisation, once a year
- v) Coordinating and hosting an annual national feedback and support event for environmental managers (or equivalent) of all Organisations participating in the Scheme

2.1.2 The Organisation shall be responsible for:

- a. Delivering Green Impact at organisational level
- b. Creating local communications to support and publicise Green Impact, including design, translation, printing and production of any printed materials used
- c. Coordinating distribution, communication and promotion of the surveys outlined in (c) of Section 2.1
- d. Coordinating organisational input to the toolkit development process
- e. Recruiting staff teams, student auditors, and GIPAs (if applicable)
- f. Managing and delivering the local launch of Green Impact
- g. Supporting staff teams and student GIPAs (running workshops, drop in sessions, newsletters, providing advice, responding to queries)
- h. Coordinating auditor training and audit process (unless the Organisation is an off-campus, non-tertiary education providing organisation)

- i. Managing and delivering local awards ceremony
  - j. Distribution, communication and promotion of staff and student feedback surveys
  - k. Providing feedback to NUS on progress and innovations at least once per month
  - l. Provision of a room and AV facilities to host events as required by NUS
- 2.1.3 For the avoidance of doubt, the following shall not be provided by NUS:
- a. Awards other than those stipulated in the Ratecard
  - b. Support for individual teams nor for student GIPAs (although we will support the Organisation to deliver this)
  - c. Any printing associated with the programme
  - d. Any translation of resources, materials, communications or toolkits into another language
  - e. Any venue costs, including catering, bar that of the annual national support and feedback event outlined in (c) of Section 2.1

## 2.2 Green Impact in Partner Organisations (small organisations and SMEs)

### 2.2.1 NUS shall be responsible for:

- a. All communication as outlined in (a) of Section 2.1.1
- b. Creation of a bespoke project plan outlining key support, timelines and priorities throughout the delivery year.
- c. Providing remote support and advice to the main delivery Organisation to enable successful delivery of the Scheme
- d. Project Officer attendance at 3-4 events/workshops per Green Impact year (which could include but are not exclusive to a planning meeting, launch event, delivering support workshops, training of students and/or awards event)
- e. Supporting the main delivery Organisation to work with the local students' union(s) to support the scheme
- f. Developing, hosting and maintaining an online Green Impact toolkit bespoke to the sector within which the small organisations and/or SMEs work – this can be bi-lingual but NUS will not translate toolkit text. NUS-Wales can provide translation into Welsh for an additional fee or the main delivery Organisation can arrange for it to be translated through their own routes although NUS will require this to be formatted to their requirements to enable compatibility with the toolkit software.
- g. Providing remote support and advice to the main delivery Organisation to enable successful recruitment of Partner Organisations (small organisations and/or SMEs), GIPAs and auditors
- h. Providing remote support and advice to the main delivery Organisation to enable the successful launch of Green Impact locally
- i. Providing training for student Green Impact Project Assistants (GIPAs) once per year. This is included within the face-to-face support as outlined in (d) of Section 2.2.1
- j. Coordinating support for the student GIPAs in collaboration with local students' unions and tertiary education providers

- k. Providing training for student auditors once per year. This is included within the face-to-face support as outlined in (d) of Section 2.2.1
- l. Providing remote support and advice to the main delivery Organisation to coordinate audits
- m. Provision of ethically-sourced awards including printing (of Organisation name, Partner Organisation name and award achieved) and delivery – the number of awards that are included is outlined in the Ratecard
- n. Providing one letter of recommendation, if deemed appropriate by NUS, for each student GIPA and auditor
- o. Creation of end of year feedback reports for each Partner Organisation (small organisation and/or SME)
- p. Creation of end of year impact reports for the main delivery Organisation
- q. Coordinating, producing and hosting online national feedback surveys for the programme coordinator at the main delivery Organisation, for GIPAs, auditors and the Partner Organisations (small organisations and/or SMEs)
- r. Coordinating, producing and hosting pre and post Green Impact attitude and behaviour change surveys for Partner Organisations' (small organisations and/or SMEs) staff (if requested by the Organisation on signing-up to the Scheme)
- s. Providing anonymised, raw data in the form of a Microsoft Excel spreadsheet as collected from the research outlined in (p) and (q) of Section 2.1.2 to the main delivery Organisation, once a year
- t. Coordinating and hosting an annual national feedback and support event for programme coordinators at all Organisations participating in the Scheme alongside those from the Green Impact Scheme outlined in Section 2.1.1

2.2.2 The main delivery Organisation shall be responsible for:

- a. Recruiting Partner Organisations (small organisations or SMEs) of the same sector to participate in the scheme
- b. Ensuring the Partner Organisations (small organisations or SMEs) participating in the programme adhere to NUS' standard terms and conditions, as laid out in this document
- c. Recruiting student auditors and GIPAs to participate in the scheme
- d. Creating any local communications to support and publicise Green Impact in line with the Green Impact brand guidelines, including design, printing and production of any materials used
- e. Coordinating distribution, communication and promotion of the surveys outlined in (q) and (r) of Section 2.2.1
- f. Coordinating input to the toolkit development process
- g. Providing NUS with the contact details of the Partner Organisations (small organisations or SMEs) recruited in order for them to coordinate initial audits to aid the toolkit development as outlined in (f) of Section 2.2.1
- h. Managing and delivering the local launch of Green Impact

- i. Supporting Partner Organisations (small organisations or SMEs) by running workshops, drop in sessions, newsletters, providing advice, responding to queries, and contacting all participants at least every 3 weeks
  - j. Managing and delivering local awards ceremony
  - k. Providing feedback to NUS on progress and innovations at least once per month
  - l. Provision of a room and AV facilities to host events as required by NUS
- 2.2.3 For the avoidance of doubt, the following shall not be provided by NUS:
- a. Support for individual participating third party organisations
  - b. Support for Partner Organisations (small organisations or SMEs)
  - c. Any design or printing associated with the programme
  - d. Any translation of resources, materials, communications or toolkits into another language
  - e. Any venue costs, including catering, bar that of the annual national support and feedback event outlined in (s) of Section 2.2.1

### 3. Student Eats

#### 3.1 Student Eats membership

##### 3.1.1 NUS shall be responsible for:

- a. Providing a sample sowing calendar and crop rotation plan suitable for the tertiary sector
- b. Hosting a Student Eats Network Facebook group and providing access to its use for members
- c. Hosting a Student Eats JISCMail group and providing access to its use for members
- d. Organise national Student Eats conferences and provide opportunities for members to participate (fees may apply)
- e. National publicity through NUS' Student Eats website and social media where appropriate

##### 3.1.2 For the avoidance of doubt, the following shall not be provided by NUS:

- f. Securing a suitable growing site
- g. Financial assistance for setting up the site and running the activities
- h. Overseeing the implementation of the project
- i. Maintenance of the growing site
- j. Recruitment, induction and support of volunteers
- k. Monitoring and evaluation of the Student Eats project
- l. Publicity other than mentioned above (e) of Section 3.1.1
- m. Meeting relevant health and safety requirements or producing any site specific risk assessments
- n. Insurance and other liabilities
- o. The additional services provided by Student Eats Plus, as listed below

#### 3.2 Student Eats Plus

##### 3.2.1 NUS shall be responsible for:

- p. Providing remote support and guidance through every stage of setting up the Student Eats garden and running the project including assistance with queries or problems including experience gathered from other Student Eats sites
- q. Project Officer attendance at 3-4 events/workshops per academic year (which could include but are not exclusive to advising on the site layout, delivery of bespoke workshops, support events or training or coaching of support staff and/or students taking leadership of the project)
- r. Delivery of a workshop (to a maximum of 16 participants) to train the Organisation's delivery group about planning the sowing calendar and crop rotation. This is included within the face-to-face support as outlined in (b) of Section 3.2.1



- s. Providing a sample sowing calendar and crop rotation plan suitable for the tertiary sector
- t. Coordinating, producing and hosting of the voluntary online Student Eats baseline and follow up behaviours survey to be used at the beginning and end of the academic year
- u. Providing anonymised, raw data collected from the research outlined in (e) of Section 3.2.1 to the Organisation, following completion of baseline and follow-up research
- v. National publicity through NUS' Student Eats website and social media where appropriate
- w. Providing Student Eats branding and logos for the Organisation's use (subject to branding guidelines and copyright)

3.2.2 The Organisation shall be responsible for:

- a. Securing a suitable growing site with agreement from the land owners
- b. Meeting all relevant health and safety requirements, including ensuring that the soil is suitable for food growing and carrying out soil testing for possible contaminants if needed
- c. Maintenance of the growing site
- d. Producing any required site specific risk assessments
- e. Recruitment, induction and support of volunteers and training event attendees
- f. Promoting the Organisation's Student Eats project via their website, intranet and other networks, including design, printing and production of any materials used
- g. Overseeing the implementation of the project
- h. Coordinating distribution, communication and promotion of the surveys outlined in (e) of Section 3.2.1
- i. Provision of a room and AV facilities to host training events as required by NUS including provision refreshments if they are to be provided
- j. Providing feedback to NUS on progress and innovations at least quarterly including output information (e.g. the number of beneficiaries, the number of volunteers involved, volunteer hours, amount of food produced)

3.2.3 For the avoidance of doubt, the following shall not be provided by NUS:

- a. Financial assistance for setting up the site and running the activities
- b. Promotion of the Student Eats survey if used, and evaluation of the results
- c. Monitoring and evaluation of the Student Eats project
- d. Publicity other than mentioned above (g) of Section 3.2.1
- e. Insurance and other liabilities

## 4. Green Gauge

### 4.1 NUS shall be responsible for:

- a. Providing remote support and advice to the Organisation to enable successful delivery of the Scheme
- b. Provision of two workshops: an initial set-up workshop to define the scope of the research and lead into question development; and, an analysis workshop to present initial findings and lead into final reporting
- c. Coordinating, producing and hosting of an online survey, bespoke to the Organisation
- d. Provision of a 'national' incentive shared across all participating organisations
- e. Provision of the survey in a printable electronic format where requested, and associated data entry where printed surveys are used
- f. Development of and facilitation of three focus groups, with either staff or students, or both, bespoke to the Organisation (if the Organisation is running the focus group bolt on)
- g. Production and provision of a designed electronic final research report, bespoke to the Organisation
- h. Provision of anonymised, raw data in the form of a Microsoft Excel spreadsheet (or Microsoft Word if the Organisation is running the focus group bolt on and requests full anonymised transcripts) once the research is complete

### 4.2 The Organisation shall be responsible for:

- a. Overseeing the implementation of the research project
- b. Advising NUS on priorities for research
- c. Where appropriate, developing an internal steering group to guide the research process
- d. Coordination of distribution, communication and promotion of the online survey
- e. Recruiting focus group participants (where applicable)
- f. Where appropriate, providing additional incentives to encourage completion or participation of the online survey
- g. Provision of a room and AV facilities to host workshops or focus groups as required by NUS

### 4.3 For the avoidance of doubt, the following shall not be provided by NUS:

- a. Printed copies of the survey
- b. Printed copies of the final report
- c. Venue costs associated with focus groups
- d. Through undertaking this research, NUS does not endorse client brands, initiatives, products or services. The client may cite that research was conducted by 'NUS Services research department' in any external communications, but may not use the NUS brand in any further way without express permission from NUS. The client may not use the NUS brand in association with any further interpretation of the data without express approval by NUS

- e. NUS reserves the right to request its name being removed from external communications of research work undertaken

## 5. Responsible Futures / Alcohol Impact

### 5.1 NUS shall be responsible for:

#### a. Communications:

- i) Providing programme branding and logos for the partnership's use (subject to branding guidelines and copyright)
- ii) Maintaining the programme website and online resource bank to assist in the delivery and implementation of the programme
- iii) Compiling and distributing national stories for the programme website and for distribution through regular newsletters to participating institutions as well as the wider NUS network

#### b. Scheme Delivery:

- i) Developing, hosting, and maintaining an online toolkit
- ii) Creation and provision of a project plan outlining key support, timelines, and priorities throughout the year
- iii) Providing remote support and advice to the partnership to enable successful delivery of the programme
- iv) NUS staff attending one day of in-person support (which could include, but is not limited to, a planning meeting, staff/student event, delivering workshops, meeting with senior staff, and/or offering further training) coupled with two regional, national and/or online support days and/or conferences per year (3 total days of in-person staff support)
- v) Providing regular updates and communications to the partnership regarding the programme, progress, and advice
- vi) Providing training for student auditors and leading the audit process when the partnership indicates they are ready to be audited (minimum once every two years to maintain accreditation)
- vii) Providing remote support to the partnership to coordinate the audits
- viii) Providing awards certificates to partnerships upon successful completion of the programme
- ix) Providing letters of recommendation, as appropriate, to student auditors
- x) Providing bespoke feedback reports for each institution upon completion of the audit

#### c. Monitoring and Evaluation:

- i) Coordinating, producing, and hosting online feedback surveys (or other methods to collect feedback) for lead contacts within the partnership, as appropriate
- ii) Coordinating, producing, and hosting online feedback surveys for student auditors, as appropriate
- iii) Coordinating, producing, and hosting online surveys relating to student opinion and behaviours

5.2 The Organisation shall be responsible for all of the following:

- i) Delivering the programme at an institutional level
- ii) Coordinating a local partnership working group to assist in delivering the programme including students' union members
- iii) Coordinating distribution, communication, and promotion of the surveys outlined in (c) of 5.1
- iv) Coordinating institutional input into the programme, including engaging with a range of stakeholders from across both the institution and the students' union
- v) Recruiting student auditors, research interviewees, and focus group participants (as needed) to take part in the audit
- vi) Provision of room and AV facilities to host events as required by NUS
- vii) Sending two representatives from the partnership to attend two regional and/or online support days and celebratory event
- viii) Covering the venue, catering, and travel costs associated with student auditor training
- ix) Delivering the local awards events (if choosing to run one) to give out certificates to student auditors
- x) Allowing adequate staff time to lead on the programme

5.3 For avoidance of doubt, the following shall not be provided by NUS:

- i) Any venue costs, including catering, bar that of the regional support days and national event(s).
- ii) Recruitment of student auditors, research interviewees, or focus group participants to take part in monitoring and evaluation.

## 6. Dissertations for Good

6.1 NUS shall be responsible for:

- a. Communications:
  - i) Design of one template poster per year to inform students and supervisors about the opportunity
  - ii) Providing one template press release for the Organisation to use
  - i) Holding an information session for staff and students, either onsite or via teleconference or video-conference, for each Organisation at most once per year
  - ii) Distributing information to students and staff signed up to the website at regular intervals throughout the year via email, including information about relevant events and conferences
  - iii) Maintaining [www.nus.org.uk/dfg](http://www.nus.org.uk/dfg)
  - iv) Compiling and distributing national stories for the website and for distribution through newsletters, emails and to the wider NUS network
- b. Scheme Delivery:
  - i) Ensuring students or staff in Organisations that have paid for membership have full access to the website and its features for one calendar year from the date that the invoice is issued by NUS
  - ii) Providing remote support and advice to the Organisation to enable promotion of the opportunity
  - iii) Facilitating good partnership working and help deal with any problems that arise, as appropriate
  - iv) Providing remote support and guidance when a new partnership is set up for a project, including (but not limited to) a template planning meeting agenda and a template partnership outline document
  - v) Providing a template agenda for a review meeting after a project submission, to be held via teleconference or video-conference or in person
  - vi) Carrying over membership to the following year in the event that no partnerships are created in one year

6.2 The academic Organisation (university) shall be responsible for:

- i) Promoting the website using the resources provided by NUS and through other channels where possible, including publications such as newsletters or through intranets/websites
- ii) Supporting students completing a dissertation through Dissertations for Good as with a usual dissertation
- iii) Attendance by the student's supervisor at a planning meeting before the project commences and a review meeting after it has been submitted and results shared, to be held at either Organisations or via teleconference or video-conference

- iv) Providing a room and AV facilities to host the information session as required by NUS
- v) Ensuring that the project is of a suitable standard for the student's module
- vi) Providing NUS with information about how the research was used upon request
- vii) Using the agenda templates for the planning meeting and review meeting, or ensuring that all issues included in these templates are discussed and agreed as a minimum
- viii) Publicising and promoting the partnership and project (with reference to DfG)

6.3 The non-academic Organisation (e.g. business, charity, SME, non-academic university department, etc.) shall be responsible for:

- i) Promoting the website using the resources provided by NUS and through other channels where possible, including publications such as newsletters or through intranets/websites
- ii) Support for students as agreed during the planning meeting. This should include regular contact with the student, which may be through reading the reports that the student sends through. They may also request that the student present their project once during completion and/or after completion.
- iii) Attendance by the lead contact at a planning meeting before the project commences and a review meeting after it has been submitted and results shared, to be at either Organisations or via teleconference or video-conference
- iv) Providing a room and AV facilities to host the information session as required by NUS
- v) Ensuring that the project is suitable, including ensuring that the student has access to all information that they require
- vi) Covering the costs of the student's travel to the Organisation, if this occurs as a part of the project
- vii) Providing NUS with information about how the research was used upon request
- viii) Using the agenda templates for the planning meeting and review meeting, or ensuring that all issues included in these templates are discussed and agreed as a minimum
- ix) Publicising and promoting the partnership and project (with reference to DfG)

6.4 For the avoidance of doubt, the following shall not be provided by NUS:

- i) Travel or miscellaneous costs for meetings or visits for Dissertations for Good or projects associated with it
- ii) Costs associated with publishing or publicising specific projects, unless led by NUS
- iii) Active recruitment of students for the website, above and beyond the resources produced
- iv) Any quality control of the project

- v) An active partnering service above and beyond that of providing a platform for the members to find suitable partners from those listed on the website's database
- vi) Through providing this partnership opportunity, NUS does not endorse brands, initiatives, products or services. The Organisations may cite that they are members of Dissertations for Good in external communications but may not use the NUS brand in any further way without express permission from NUS.
- vii) NUS reserves the right to request its name to be removed from external communications of research work undertaken