

DEED OF STRATEGIC PARTNERSHIP

Between **Victoria University of Wellington**, being a body corporate established under the Victoria University of Wellington Act 1961 whose principal place of business is at Kelburn Parade, Wellington (hereinafter referred to as "VUW").

And **Victoria University of Wellington Students' Association Te Ropu Taura o te Kura Wananga o te Upoko te Ika a Maui Incorporated**, being an incorporated society under the Incorporated Societies Act 1908, for and on behalf of the students of VUW, whose place of business is at Kelburn Parade, Wellington (hereinafter referred to as "VUWSA").

And **Victoria University of Wellington Students' Association Trust** being a Trust incorporated under the Charitable Trusts Act 1957 and settled by Deed of Settlement on 29 August 1975 to carry out educational and charitable objectives for and on behalf of the students of VUW, whose place of business is at 234 Wakefield Street, Wellington (hereinafter referred to as "the VUWSA Trust").

1. BACKGROUND

- 1.1 VUW, VUWSA and the VUWSA Trust ("the Parties") wish to enter into a strategic partnership to carry out the following functions:
- (i) govern the specified student services at VUW as defined in clause 3 ("the Services");
 - (ii) determine the use of the space in the Student Union Building ("SUB"), and the Salamanca Road Tennis Pavilion; and
 - (iii) advise VUW in respect of the campus centre issues as defined in clause 3.

2. PURPOSE OF DEED

- 2.1 The purpose of this Deed is:
- (i) to establish a durable and effective partnership between the Parties;

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- (ii) to enhance provision of the Services for the benefit of all users;
- (iii) to acknowledge that the assets of the Student Union Complex ("SUC") were created, or have been designated to be used and occupied, primarily by students for social, recreational, sporting, cultural and related purposes and for commercial facilities provided to and used by students; and
- (iv) to acknowledge the contributions (financial and otherwise) made by VUWSA and the VUWSA Trust to the SUC.

3. DEFINITIONS

3.1 In this Deed:

"Services" means: all social, recreational, sporting, and cultural student services delivered in the SUC by and through VUW.

"Campus centre" means the activities, services, and spaces which enhance non-academic student interactions across VUW (eg. the Quad, retail).

"Student Union Complex" means:

- The SUB;
- The Kelburn Campus Recreation Centre;
- The Boyd Wilson Gymnasium, Club rooms and Field;
- The Salamanca Road Tennis Pavilion;
- The Student Common Room, Law School;
- The Student Common Room, Karori;
- The Student Common Room, Te Aro; and
- The Rutherford House Gymnasium.

"Joint Student Union Board" means the Board established to carry out the functions as outlined in clause 1 of this Deed and as detailed in clause 4 of this Deed, and in the Agreement.

"Strategic Partnership Operating Agreement" ("the Agreement") means an agreement between VUW and VUWSA which will set out the terms under which the Joint Student Union Board will operate and give effect to this Deed.

4. JOINT STUDENT UNION BOARD

- 4.1 The Board will comprise two representatives from VUW (the Director Facilities Management and the Director Student Services); one from VUWSA (the VUWSA President); one from the VUWSA Trust (the Trust Representative); and one independent chair agreed by the Parties.
- 4.2 Members of the Board shall serve for:
 - (i) the period of time in which the position is held (Director Facilities Management; Director Student Services; VUWSA President; Trust Representative), or
 - (ii) a two-year term, with a further two-year renewal option.

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4.3 The Board will formally report annually on its operating plan to the VUWSA Executive, the VUWSA Trust, and to the Vice Chancellor of VUW who will report to the VUW Council.

5. COLLABORATIVE AGREEMENT

- 5.1 The Parties will deal with each other in good faith, and use their collective strengths and skills to further the purposes of this Deed.
- 5.2 The Parties will work actively and cooperatively to negotiate and implement the Agreement.
- 5.3 The Parties will execute this Deed with due regard to any material constraints affecting either Party and the terms and conditions of the Agreement.

6. TERM

6.1 Following approval of this Deed by the VUW Council, the VUWSA Executive and the VUWSA Trust, it will come into force on its execution and will remain in force unless terminated by the mutual agreement of the Parties.

7. FUNDING

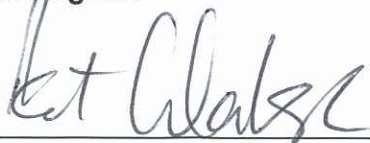
7.1 The Parties agree to fund the functions of this Deed (as set out in clause 1) in accordance with the Agreement.

8. GENERAL

- 8.1 Any variations to this Deed shall only be effective if recorded in writing and signed by the Parties.
- 8.2 Nothing contained in this Deed will be deemed or construed to constitute any Party to be a partner, agent or representative of any other Party, or to create any trust or commercial partnership

Signed by the Vice Chancellor of
Victoria University of Wellington:

Signature: _____



Professor Pat Walsh

Date: _____


24/9/06



Signed by the President of the
Victoria University of Wellington Students' Association:

Signature:  Date: 21st 9.2006
Nick Kelly

Signed by the Chairperson of the
Victoria University of Wellington Students' Association Trust:

Signature:  Date: 21 Sept 06
Dan Ormond
