

NETWORK AFFILIATION AGREEMENT

Between

(1) THIRD AGE TRUST

(2) u3a SOUTH WALES NETWORK

(1) Third Age Trust (company number 01759471) (charity number 288007) of 156 Blackfriars Road, London SE1 8EN (Third Age Trust)

(2) A network of u3as in the South Wales Network of the Wales Region

Background

The terms of the Network Affiliation Agreement (NAA) set out how the Third Age Trust (the Trust) and the Network will work together to promote the u3a movement for the benefit of our members.

Networks are defined as any regional grouping of u3as that choose to meet on a regular basis to discuss issues of mutual interest. They can vary in size and character from an informal network of three u3as to a formal one of 30 u3as. "Networks" is a generic name as these associations of u3as operate under a number of different names. Membership of a Network is not limited to u3as within one of the Trust's own Regional structure (three nations and nine English Regions.)

The Network aims to:

- Enable u3as in the South Wales Network to work together to further the principles, aims and activities of the u3a movement;
- Organise joint training and educational events for the benefit of u3as and their members across the South Wales Network;
- Help u3a Trustees, Interest Group Leaders, and other volunteers, collectively share their knowledge and expertise with other u3as;
- Support the Regional Trustee and Advice and Volunteering Manager, National Office, to enable the launch of new u3as in South Wales Network

The Trust aims to create an environment of collaboration, positive engagement and community between all of the individual members, local u3as, u3a Networks, u3a Regions and all other groups involved in the University of the Third Age (u3a) movement.

This NAA between the Trust and the Network sets out the parties' expectations of each other and how they can best work together. The NAA explains the support that the Network can expect from the Trust, the standards that are expected from the Network and its appendix contains a licence for the Network to use the u3a name and logo (Brand Licence).

This NAA is an expression of co-operation and collaboration by the parties. It does not and is not intended to create any legal relationship between the parties whatsoever and any

breach of any of its terms by either party shall not give rise to legal liability. The Brand Licence is intended to have legal effect.

Network Affiliation Agreement Terms

Partnership Agreement Terms

A. Both parties to this agreement should:

1. Work together towards promoting the principles, aims and activities of the u3a movement.
2. Work together in an inclusive and respectful environment, listening to and respecting a diversity of opinion.
3. Seek to build consensus, but encourage healthy debate.
4. Seek to keep their commitments and be reliable.
5. Exchange information between each other and with other u3a networks.
6. Respond to requests for information in a timely and reasonable way.
7. Participate in the twice yearly Network Link meetings.

B. The Trust will:

1. Provide public liability insurance for the Network.
2. Provide a range of support materials for the Network's activities, including grants that assist it in achieving its objectives.
3. Support the organisation of the Network.
4. Provide bespoke assistance, advice and guidance to the Network.
5. Communicate regularly with the Network.
6. Organise a twice yearly Network Link meeting for all u3a Networks so that they can learn from each other.
7. Support the Network in the process of registering as a Charity, where required.

C. The Network will:

1. Determine its own activities. What the Network does is likely to depend on local opportunities and member's interests within the Network. It is up to each Network to decide which activities to take part in and how much to do.
2. Adopt its own constitution, unless the network is very informal. Model constitutions are available for this purpose, depending on the formality of the network.
3. Ensure that all its activities are lawful and/or in line with the Trust's policies and guidelines.
4. Promote the Trust's template policies which set out standards of good practice and management, particularly in relation to conduct, complaints, diversity, risk management and safeguarding.
5. Ensure that it complies with the terms of any group insurance policy or guidelines issued by the Trust in relation to insurance.
6. Encourage members to attend relevant Trust training opportunities and networking events.
7. Ensure effective communication between the Network and the Trust.

8. Hold regular, accessible meetings that are open to all members of the Network and keep minutes of their meetings.
9. Enable all u3as within the Network area to join the Network and participate in its activities.
10. Keep records of its income and expenditure, assets and liabilities. These records should be open to members of the network.
11. Seek the consent of the Trust before applying to be registered as a charity with the Charity Commission or OSCR. If the Trust gives consent for a Network to apply to the Charity Commission for charitable status, the Trust is required to actively monitor the process of application. This includes notifying the Trust of each stage of the application, providing a copy of all correspondence between the Network and the Charity Commission when submitted or received, and informing the Trust of the outcome of the application once known.
12. Protect the reputation of the Network, Third Age Trust and the u3a movement

Termination

Either the Trust or the Network are entitled to end the NAA for any reason and at any time by sending 6 months written notice to the other party. The agreement may be ended by the Trust at any time by serving a notice on the Network where the Trust reasonably considers that the Network has not been meeting the standards expected of a Network.

Use of Name and Logo

Network will enter into the Brand Licence in the form set out in the Appendix to this Agreement.

Data Protection and Confidentiality

Both parties will observe confidentiality in relation to shared information which is not in the public domain.

Both parties will comply with all applicable requirements of the General Data Protection Regulation ((EU) 2016/679) (the GDPR) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK unless and until the GDPR is no longer directly applicable in the UK, and then any successor legislation to the GDPR.

Contact Details

Third Age Trust:

Network: Derek Shottin, Chair. Chairman.SWN@gmail.com. 01291 623986

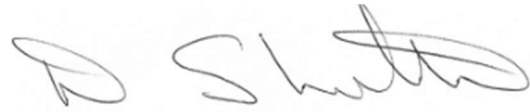
Website: <https://u3asites.org.uk/walesu3a/page/10321>]

The Network will send to the Trust an up to date list of the relevant contact point

Disputes: If a dispute arises between the Trust and a Network, or between Networks, it will be discussed with the objective of reaching a mutually agreed solution.

Signatures

Signed on behalf of THIRD AGE TRUST by



Signed on behalf of u3a South Wales Network by

Derek Shottin, Chairman

Dated: 21st May 2021

Appendix

Brand Licence

[Insert Brand Licence]