(1) THE UNIVERSITY OF OXFORD

(2) ST STEPHEN'S HOUSE

AGREEMENT

Conferring the Status of Permanent Private Hall
THIS AGREEMENT dated ______________________ 2011 is made BETWEEN:

(1) THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD, whose administrative offices are at Wellington Square, Oxford OX1 2JD (“the University”); and


WHEREAS

(A) The Statutes of the University (“the Statutes”) record that the status of Permanent Private Hall of the University has been granted to a number of institutions, of which the Hall is one.

(B) This status has been granted since 1918 by means of licences to a number of bodies with a Christian educational purpose, although the status itself implies no link with any particular religion or with any religion at all. The Hall itself was given its licence in 2003.

(C) The Statutes require that the terms on which the status is granted be set out in an Agreement between the University and each institution.

(D) The Council of the University (“Council”, an expression which elsewhere in this Agreement (apart from in clause 10(b)) shall be taken to include any other University body to which Council has delegated authority in the relevant context) has appointed a Supervisory Committee (“the Committee”) to monitor the operation of each Agreement, oversee the relationship between the University and each institution, and report annually to Council.

(E) The parties have agreed to set out in this Agreement the terms on which the Hall enjoys the status of Permanent Private Hall; and to abrogate all previous licences, agreements and understandings in that regard.

NOW IT IS AGREED as follows:

1. Termination of Licence
   The parties agree the termination of the Hall’s existing licence, with effect from the date of this Agreement. Each party confirms to the other that it has no claim against the other under or in connection with that licence.

2. Grant of Status
   In consideration of the undertakings by the Hall in this Agreement, the University grants the Hall the status of a Permanent Private Hall of the University of Oxford.

3. Identity and public awareness
   (a) The Hall may describe itself as a Permanent Private Hall of the University of Oxford, and shall make clear its status vis-à-vis the University in all forms of publicity, including websites, and in all fundraising material.
(b) The University grants to the Hall a non-exclusive, non-transferable, royalty-free licence to use the logo of the University - the Coat of Arms with the belt round it which appears on the frontsheet of this Agreement - for so long as the Hall retains the status of Permanent Private Hall, as a way of marking the relationship with the University. In every case, use of the logo must be above or alongside the name of the Hall and the phrase "a Permanent Private Hall of the University of Oxford", and must not be given undue prominence as compared to such wording. The logo when used in this way may also act as a link from the Hall’s website to the University’s website pages at www.ox.ac.uk.

(c) The logo is registered as a trade mark in various jurisdictions and trade mark classes. In order to protect those registrations (and the University’s ‘brand’ more generally), the Hall undertakes to comply with all instructions which the University may send to the Hall about the presentation of the logo and its use. The Hall accepts that whatever goodwill may derive from this use of the logo will accrue to the University and will assign such goodwill to the University if the University so requests.

(d) The Hall shall not otherwise use the name or logo of the University in any press release or product advertising, or for any other purpose.

4. **Accountability, transparency and oversight**

(a) The Hall shall provide the Committee with copies of the Hall’s annual financial statements and with an annual report on the Hall’s activities, in each case in a format and to a timetable agreed between the Hall and the Committee or (in default of such agreement) prescribed by the Committee.

(b) The Hall shall supply the Committee on request with such other information as the Committee may reasonably require from time to time in order to discharge its responsibilities.

(c) The Committee shall ensure that reviews of the Hall’s activities are conducted at intervals determined by Council; and the Committee shall report upon them to Council. The Hall will be given not less than three months’ notice in advance of each review.

5. **Policy and Practice**

(a) Within its strategy, the Hall shall include activities which are consistent with and further the principal objects of the University namely (as currently expressed) the advancement of learning by teaching and research and its dissemination by every means; and shall comply with all Regulations for Permanent Private Halls which are made by the University from time to time. The University will use all reasonable endeavours to ensure that its Regulations for Permanent Private Halls are consonant as far as is possible with the Regulations for any other institutions which are given the right to present candidates for matriculation as student members of the University.

(b) The academic policy of the Hall shall be informed by the University’s academic and admissions strategies and by the University’s plans as approved from time to time by Council. The Hall shall provide the Committee with such information and access as the Committee may reasonably require from time to time in order to establish whether the policy of the Hall is consistent with the University’s academic strategy and with its approved plans.

(c) The Hall shall adhere to the values of a liberal education, conducted in the spirit of free and critical enquiry and debate.

(d) Research carried out by the Hall shall comply with the University’s policies on the conduct of research, including its policies on research ethics.
(e) Except as specifically agreed by Council in each case, neither the Hall, nor any unit within or associated with it, shall teach for a certificate, diploma or degree other than those recognised or delivered by the University.

(f) The principal buildings of the Hall shall be situated within two and a half miles of Carfax, Oxford.

6. University Students

(a) The Hall shall have the right to present candidates for matriculation as student members of the University. Student members matriculated through the Hall will partake in the University’s privileges, and be admissible to its degrees, in the same way as other student members of the University.

(b) The number of students studying at the Hall at any one time for degrees, diplomas and certificates of the University shall not exceed such number as Council may specify for the Hall from time to time.

(c) In its selection and admission of individual students the Hall shall follow such guidelines as may be published from time to time by the relevant faculties and departments.

(d) A faculty or department may choose on reasonable notice to the Hall to determine the maximum number of matriculated students, if any, to be taken by the Hall in a particular subject in any year. In the case of disagreement between the Hall and a faculty or department, for example concerning whether the Hall is to admit students for a particular undergraduate school, or as to numbers to be admitted, at the Hall’s request the faculty or department may set out in writing for consideration by the Governing Body of the Hall the reasons for its decision, bearing in mind considerations relevant to the teaching of a particular subject. The faculty or department will then review its position in the light of any response it receives from the Hall. If the faculty or department decides to hold to its original position, the Hall may require that the issue be referred to the relevant Divisional Board or, where there is no divisional board, to the Education Committee. The decision of the Divisional Board (or the Education Committee) shall be binding.

(e) Each student presented for matriculation by the Hall shall have been admitted by the University in accordance with the University’s admission procedures from time to time (and on the terms of the University’s standard Student Contract); and in addition shall contract with the Hall on the terms (subject to (f) below) of the standard College Student Contract recommended by the Conference of Colleges from time to time.

(f) The Hall shall introduce into each Student Contract with the Hall a provision entitling the Hall to assign the benefit and burden of the contract to another College or Permanent Private Hall of the University upon the termination of this Agreement.

(g) The Hall as primary obligor guarantees to the University the payment of all fees and other moneys which may be payable to the University by each matriculated student.

(h) Subject to the terms of the Student Contract, and to the requirements of their courses all matriculated students at the Hall shall have the right to attend all University lectures, seminars and classes, so far as it is practicable for them to do so; and the Hall shall not unreasonably prevent any matriculated student from attending any lecture, seminar or class which is approved by the relevant faculty or departmental board.

(i) If the disciplinary officers of the University have occasion to deal with any student at the Hall, the Hall shall support the authority of the University, and see that its decisions are carried into effect.
(j) The provisions of this clause 6 shall not apply in relation to any person studying at the Hall who is not registered for a certificate, diploma or degree recognised or delivered by the University.

7. **Visiting Students**

The number of members of the Hall who may be admitted as Visiting Students at the University (and who must accordingly be entered in the University’s Register of Visiting Students) shall not in any one year exceed such number as Council may specify for the Hall from time to time.

(a) In its selection and admission of individual Visiting Students the Hall shall follow any requirements and guidelines for the admission of Visiting Students which may be laid down from time to time by the University. Council may delegate its authority in this matter to such other body as it shall determine.

(b) The Hall shall introduce into each agreement between Visiting Students and the Hall a provision entitling the Hall to assign the benefit and burden of the agreement to another College or Permanent Private Hall of the University upon the termination of this Agreement.

(c) The Hall as primary obligor guarantees to the University the payment of all fees and other moneys which may be payable to the University by each Visiting Student.

(d) If the disciplinary officers of the University have occasion to deal with any Visiting Student at the Hall, the Hall shall support the authority of the University, and see that its decisions are carried into effect.

8. **Other Members of the Hall Community**

Persons attached to the Hall who are not members of the University, registered with the University as Visiting Students, or specifically appointed to a University post, may not claim membership of the University, recognition by it or association with it. They shall not have access to the facilities of the University, unless by special application in the individual case.

9. **Fundraising**

In its fundraising activities, the Hall shall follow any principles or protocols issued by the University from time to time for the University, Colleges and Permanent Private Halls generally.

10. **Termination**

(a) Should the Hall wish to cease to hold the status of Permanent Private Hall it shall give the University not less than eighteen months’ written notice of its intention (or a shorter period of notice if the University agrees to accept a shorter period): this Agreement will then terminate on the expiration of the period of notice.

(b) If the University considers withdrawal to be in the interests of the University, the University may at its discretion (but with the consent of both Council and Congregation) withdraw the status of Permanent Private Hall, either with immediate effect or after such period as may seem to Council appropriate in the circumstances. This Agreement will terminate on the date specified in the University's withdrawal notice.

(c) The University may terminate this Agreement with immediate effect by serving written notice on the Hall in the event that an order for the winding up of the Hall is made otherwise than for the purpose of a bona fide amalgamation or reconstruction, or the Hall compounds with its creditors, or has a receiver or administrative receiver appointed of all or any part of
its assets, or enters into any arrangements with creditors, or takes or suffers any similar action in consequence of debts.

(d) The termination of this Agreement under any of the preceding subclauses shall mean the termination as from the effective date of termination of the obligations imposed on the parties under clauses 2, 3, 4, 5, 6, 7, 8 and 9. The remaining clauses shall survive termination indefinitely.

(e) Matriculated and Visiting Students at the Hall on the effective date of termination of this Agreement shall transfer to another College or Permanent Private Hall of the University in order to complete their courses. The University shall notify the Hall of the transeree, and the Hall shall then operate the assignment clauses introduced into each Contract with a matriculated student and into each agreement with a Visiting Student pursuant to clause 6(f) and clause 7(b).

11. Assignment

Except as stated in clause 10(e), neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other.

12. Notices

Except where the role is accorded to the Committee, the University’s representative for the purpose of receiving notices under this Agreement shall until further notice be:

The Registrar
The University of Oxford
University Offices
Wellington Square
Oxford OX1 2JD

The Hall’s representative for the purpose of receiving notices under this Agreement shall until further notice be:

The Principal
St Stephen’s House
16 Marston Street
Oxford OX4 1JX

13. General

(a) Clause headings are inserted in this Agreement for convenience only, and they shall not be taken into account in the interpretation of this Agreement.

(b) No one except a party to this Agreement has any right to prevent the amendment of this Agreement or its termination; and no one except a party may enforce any benefit conferred by this Agreement, unless this Agreement expressly provides otherwise.

(c) Nothing in this Agreement shall create, imply or evidence any partnership at law between the University and the Hall or the relationship between them of principal and agent.

(d) This Agreement constitutes the entire agreement between the parties in regard to the status of Permanent Private Hall. Any variation of this Agreement shall be by deed.

IN WITNESS of which this Agreement has been executed as a deed, and delivered on the date first mentioned above.
EXECUTED AS A DEED by affixing
the COMMON SEAL of THE
CHANCELLOR MASTERS AND
SCHOLARS OF THE UNIVERSITY
OF OXFORD in the presence of:-

Vice-Chancellor/Registrar/Academic Registrar/
Director of Finance/Head of Council Secretariat

SIGNED by
and
and on behalf of THE SOCIETY OF
ST STEPHEN'S HOUSE, having been
authorised by a resolution passed by
the Trustees on
2010 pursuant to Section 82 of the Charities
Act 1993

Name: _________________________
Name: _________________________

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