The Thirty-first Meeting of the Council was held in the Dining Room, 170 Queen's Gate, South Kensington Campus, Imperial College London, at 10:00 a.m. on Friday, 2nd May 2013, when there were present:

Mr. J. Newsum (Deputy-Chair), Mr. P.J. Beaumont, Mr. I. Conn, Mrs. P. Couttie, Professor M.J. Dallman, Mr. P. Dilley, Professor D. Griffiths, Professor Dame Julia Higgins, Sir Tom Hughes-Hallett, Professor D.P.A. Kelleher, Professor J. Kramer, Ms. J.R. Lomax, Professor J. Magee, Mr. M. Sanderson, Mr. S. Newton, Ms. K. Owen, Professor S.M. Richardson, the Lord Tugendhat and the President & Rector and the Clerk to the Court and Council.

**Apologies**

The Baroness Manningham-Buller (Chair)

**In attendance:**

The Assistant Clerk to the Court and Council.

**MINUTES**

**Council – 15th February 2013**

1. The Minutes of the thirtieth Meeting of the Council, held on Friday, 15th February 2013 were taken as read, confirmed and signed.

2. The Deputy Chair provided the Council with a progress report on the search for the next President & Rector.

3. The Deputy Chair also updated members on the Nomination Committee's search for new external members of the Council.
4. The President & Rector reported that Professor G. ‘Anand’ Anandalingam had accepted appointment as the new Dean of the Imperial College Business School. Currently Dean of the Robert H. Smith School of Business at the University of Maryland, he was an outstanding candidate and would be an asset to the College. He would join the College on 1 August 2013.

5. The President & Rector then reported that serious allegations regarding the mistreatment of animals at the College had been published in the Sunday Times on 14 April and a video making the same allegations had been posted on its website by the British Union for the Abolition of Vivisection (BUAV). In addition, the College had also received a larger document from BUAV containing further allegations of mistreatment of animals at the College. The Sunday Times had acted responsibly and, at the College’s request, had not published the names of any researchers or other College staff. The College had responded very quickly and professionally to these allegations. It had re-confirmed its commitment to practising animal research to the highest professional standards and all staff who held project or personal Home Office licences for animal research had been reminded of College policies and their personal responsibilities for the conduct of all animal research in their laboratories. A programme of refresher training had been instigated in addition to the existing professional training and development programme. In addition, the College had asked Professor Steve Brown, Director of the Medical Research Council’s Mammalian Genetics Unit at Harwell, to chair an independent panel to examine more broadly the conduct of animal research at the College. The Home Office had also begun an investigation into the specific allegations made by BUAV and the College was co-operating fully with this investigation. In the meantime, the College was doing all it could to provide physical protection for the staff named in the BUAV document. It had asked BUAV to release all the material it held to assist the College and the Home Office in carrying out a thorough investigation of the allegations and had also asked BUAV to provide it with an assurance that staff names would not be made public. BUAV had thus far refused to release the additional material or provide the College with the requested assurance. Once the various investigations and reviews had been completed, the Risk Committee would consider the lessons learned for the College.

6. Turning to happier news, the President & Rector was pleased to announce that three members of the College had been elected as Fellows of the Royal Society: Professor Joanna Haigh, Head of the Department of Physics; Professor Sir Steve Bloom, Head of Division for Diabetes, Endocrinology and Metabolism, in the Department of Medicine; and Professor the Lord Ara Darzi of Denham, Paul Hamlyn Chair of Surgery in the Department of Surgery and Cancer and Director of the Institute of Global Health Innovation.

7. The College had recently been awarded an Athena Swann Silver Award, one of only three universities in the UK ever to be recognised in this way. The institution-wide award was to recognise Imperial’s successful development of employment practices that furthered and supported the careers of women in science, technology, engineering, maths and medicine. The departments of Mathematics and Medicine had also achieved departmental bronze awards in the same round, joining the departments of Computing, Chemical Engineering, Earth Science and Engineering, Materials, Life Sciences, Chemistry, the School of Public Health and the National Heart and Lung Institute, all of which held Athena departmental awards. Members welcomed this achievement and asked for further information on the College’s activities and initiatives in support of women which had been recognised by this award. Professor Griffiths agreed to circulate this information once the College had received the feedback on its application for the Silver Award.
The Deputy Chair presented Paper A. Since the last Council meeting, the College had completed the acquisition of BBC Centre House for £14.5m, which increased the College’s land holding at White City. He also reported that, on 29 April, the St Helens Residents Association had announced on its website that it was ending its efforts to mount a judicial review of the planning permission granted to the Imperial West development. The risk of such an application delaying progress with this project was now greatly reduced.

The President & Rector then reported that there was considerable external interest in partnering with the College in the development of the Imperial West site. While the current governance structure for Imperial West had worked well during this early development stage, he suggested that, as the College developed the rest of the site, new governance arrangements might be required. The College had already established an Estates Project Group with a remit to create a coherent College estates strategy and supporting financial strategy for the academic development of South Kensington, Imperial West, Silwood and the medical campuses and he suggested that a successor body to the Imperial West Syndicate might also be required. He agreed to present further proposals to the Council in due course.

The Chief Financial Officer, Mr. Sanderson, set out the case for further investment in land at White City. If the College was to retain its position as one of the top universities in the world, it would need to continue to grow, but there was limited scope to expand the South Kensington site. In contrast, there was considerable scope for growth at White City. The Council had previously agreed that the College should seek to obtain additional land contiguous with its current holdings at Imperial West, as this would enable the College to realise its academic ambitions and provide opportunities to develop partnerships with other academic institutions and with industrial partners. The approach initially agreed by the Council had been to acquire extra land from the BBC and Marks & Spencers (M&S). Accordingly, and as had just been reported, Centre House had now been purchased from the BBC. Negotiations were also continuing with M&S. However, there was an additional parcel of land at White City, which was owned by Aviva and was also contiguous with the College’s land but which had not previously been for sale. Aviva had recently changed its strategy and now wished to sell the land. Although the purchase price of £138M would be greater than that for the M&S land, it would provide more developable space at a lower cost per square metre and would provide the College with vacant possession. This and its location made it an attractive proposition for the College. Given this change in circumstances the Imperial West Syndicate was now recommending that the College purchase the Aviva land. The College could then explore options for joint development of the area with M&S in the longer term.

Before agreeing to the purchase members sought clarification on the implications for the College of expending £138M from the College’s cash reserves. Mr. Sanderson confirmed that the College had sufficient cash to purchase the Aviva land outright, although he did not recommend that it should then purchase the M&S land as well. The College should seek a development partner, as it would not then have sufficient funds to develop the full site from its own resources. It was suggested that the College should only proceed with this proposal if it was a strategic investment to support the academic mission and transform the College’s ability to develop its academic profile; the College should not be diverted by property speculation. Mr. Sanderson confirmed that the use of College funds to purchase this land would not divert resources from the College’s academic activities or compromise the academic mission. The academic case for the provision of additional space at Imperial West was clear, as it would enable the College to continue to grow and to build the strategic partnerships necessary for it to
remain as one of the world’s leading universities in the coming years.

12. Mr. Sanderson was then asked about other financing options such as increased borrowing or working with an established property developer. Mr. Sanderson said both options would be more suited to funding the future development of the site, which would require significant resources. As the College had sufficient resources, it was sensible for it to fund the immediate purchase and then to spend more time considering the best strategic options for the long term development of Imperial West, which could include both further borrowing for the College and development partnerships.

13. It was noted that the development of the whole site would be a major project for the College which would require a significant amount of management time. There was a risk that such a major project could distract the College’s senior management from running the College and compromise the College’s academic mission in this way. The President & Rector said that this risk had already been recognised. One of the reasons for reviewing the Imperial West governance structure was to make sure that it was appropriate for what would now be a much larger and more complex project.

Resolved:

(i) To give delegated authority to the Imperial West Syndicate to approve on behalf of the Council the purchase of additional land at White City from Aviva for a total price of up to £138M.

(ii) That the previous delegation of authority to the Imperial West Syndicate on behalf of the Council to approve the purchase of additional land at White City from Marks & Spencers should remain in place until such time as the College has completed the purchase of additional land at White City from either Marks & Spencers or Aviva.

APPROVAL OF THE RESEARCH AND TRANSLATION HUB (PAPER C)

14. Mr. Sanderson presented paper C and reminded members that the Council had previously agreed to take forward the second stage planning for Imperial West in a joint venture with Voreda. Planning consent had now been achieved and funding secured for the £150M ‘Research and Translation Hub’, with £35M of funding being provided by HEFCE, £25M from College capital and £90M from Voreda. The purpose of paper C was to confirm that the proposed approach would deliver a fit for purpose space on a value for money basis, with an appropriate allocation of risk and return, while ensuring that the College’s obligations to the various third parties were met.

15. It was noted that Voreda’s commitment was to deliver the project to the agreed specification and that there would be substantial financial penalties for the College if it was to make material changes to the specification after these had been agreed with Voreda. Members sought assurances that this was understood by the College and that such changes to the agreed specification would not be made. Mr. Sanderson said that Voreda would be providing the College with a shell and core building. It was therefore important that the agreed specification for this shell and core was sufficiently flexible to meet the College’s future needs. He confirmed that the Chief Operations Officer, Mr. Harding-Roots, was working to achieve this and had, for example, recently increased the capacity to provide wet lab spaces within the building. He was confident that the College would agree a final specification that was fit for purpose and would not seek to make changes to the specifications once these had been agreed with Voreda in July.
16. It was also noted that the College would be committing to a 25-year lease on the building and Mr. Sanderson was asked what would happen when this lease expired. Mr. Sanderson confirmed that the College would have first refusal to renew the lease.

Resolved:

(i) That the Research and Translation Hub Project and the Heads of Terms with Voreda, including a commitment of up to £68M from the College's Capital Plan, as set out in Paper C, be approved.

(ii) That Mr. Muir Sanderson and Mr. John Neilson be given delegated authority on behalf of the College to enter into all and any documentation and agreements necessary for the College to complete the Research and Translation Hub Project.

SENATE REPORT (PAPER D)

17. Mr. Neilson presented Paper D and noted that the Senate had agreed criteria for the Postgraduate Certificate and Postgraduate Diploma awards to be included in Ordinance B1, Degrees and Other Awards Granted by the University.

Resolved:

That the proposed amendments to Ordinance B1, Degrees and Other Awards Granted by the University, as set out in Paper D, be approved retrospectively to take effect from October 2010.

CODE OF PRACTICE UNDER THE EDUCATION ACT 1994 (PAPER E)

18. Mr. Neilson presented Paper E. As a result of a recent review of the Code of Practice with the Union, a number of changes to the Code were proposed to align it with the Union’s new Constitution, while still preserving the formal requirements of the Education Act 1994. Other matters concerning the College’s relationship with the Union would now be covered by a new Partnership Agreement between the College and the Union. The Imperial College Union President, Mr. Beaumont, said that, since the papers had been circulated to the Council, he had agreed a few minor revisions to the Partnership Agreement with Mr. Neilson to clarify the Union’s representation on College Committees. He reported that paragraphs 2.1.2. and 4.4. of the Partnership Agreement should also be amended to read as follows:

2.1.2  Informed engagement of Union representatives in certain institutional decision-making bodies.

4.4  The College shall provide for a Union representative to be present at decision making bodies where appropriate, including the Union President at the College Council, and two Union representatives at the College Senate.

Resolved:

That, subject to the further amendments to the Partnership Agreement noted above, the proposed Code of Practice under the Education Act 1994 and the proposed Partnership Agreement with the Imperial College Union, as set out in Paper E, be approved.
19. Mr. Sanderson presented paper F.

ENDOWMENT REPORT (PAPER G)

20. The Chairman of the Endowment Board, Mr. Newton, presented Paper G.

DEVELOPMENT BOARD UPDATE (PAPER H)

21. The President & Rector presented Paper H.

22. It was noted that the categorisation of some gifts as philanthropic and some other donations as research funding, even when a single donor was involved, meant that the recognition of the support for College activities provided by donors was not always consistent. As the College increased its development activities, it would be important to recognise the full range of gifts, donations and other funding provided by key donors.

HEFCE RISK ASSESSMENT (PAPER I)

23. Mr. Neilson presented Paper I, which was received for information.

STAFF MATTERS (PAPER J)

24. Paper J was received for information

MAJOR PROJECTS REPORT (PAPER K)

25. Paper K was received for information.

AOB

26. There was none.

NEXT MEETINGS

27. Mr. Neilson reminded members that the next Meeting of the Council would be held on Friday, 12 July 2013.
PAPER A – FOR DISCUSSION

IMPERIAL WEST REPORT
A Report by the Director of the Imperial West Project

JUDICIAL REVIEW

1. The 13 week Judicial Review has expired without an application from the St Helen’s Residents’ Association. While it is possible for a JR application to be made outside of this time, we have been advised that this can only be done in exceptional circumstances and the risk is therefore now deemed to be minimal.

MAJOR INVESTOR DUE DILIGENCE

2. Following a request from the January 2013 Syndicate meeting a due diligence report was completed on Jeremy Coller, the major investor in the Research and Translation Hub. The report, which was reviewed at the Audit Committee, concluded that there were no significant reputational risks to contracting with Coller as the major investor in Voreda.

IMPERIAL WEST EXPANSION

3. **BBC Centre House.** The College completed on the purchase of the BBC site, Centre House on Monday, 8th April. Imperial College ThinkSpace has taken on the management of the property including the existing tenancies.

4. **Aviva/ Helical Bar.**
   a. On 12 March Aviva secured a resolution to grant planning permission from LBHF for their proposed residential led development, subject to agreeing an appropriate s106 agreement. The current proposals allow for 10% affordable housing and financial contributions in the order of £10m (s106 - £5m and CIL - £5m)
   b. Negotiations have recommenced with Aviva/ Helical Bar and we are seeking to finalise HOTs for the acquisition of their land. Acquisition to comprise both the Dairy Crest site and Stadium House.
   c. Aviva/ HB are to progress s106 discussions with LBHF and rail bridge improvements with LUL. The proposed target exchange date is 10 May 2013, with completion at the end of August 2013. ICL would be granted an exclusivity until 10 May 2013 and terms remain subject to Board approval.
APPROVAL OF THE RESEARCH AND TRANSLATION HUB

A Note by the Chief Financial Officer

BACKGROUND

1. Council previously approved a joint venture arrangement with Voreda to take forward the second stage planning for Imperial West. This approach allowed the College to share the cost and risk of an ambitious planning application on the basis that the consents for sites A, C and G would then be for the College to implement at their absolute discretion and that sites D, E and F would be taken into development with Voreda if the College elected to undertake commercial development and Voreda were able to deliver a viable and funded proposal for the development of those sites.

2. Since embarking on that joint venture two major events have occurred: firstly the College and Voreda successfully bid for UK Research Partnerships Investment Fund (UKRPIF) funding from HEFCE and the joint venture vehicle Imperial West Limited (IWL) applied for, and have now secured, planning consent for the whole of the Imperial West site.

3. The Research and Translation Hub is the first output from these parallel processes, and encompasses sites C and D of the Masterplan. Therefore the delivery mechanism needs to meet a number of criteria for success.

4. The purpose of this paper is to give the Council comfort that the proposed approach meets all the College’s obligations to the various third parties involved and delivers fit for purpose space on a value for money basis and with an appropriate allocation of risk and return.
UKRPIF BID SUCCESS

5. In November 2012 Imperial College was awarded £35m through the HEFCE UK Research Partnership Investment Fund (UKRPIF) to deliver a £150 million ‘Research and Translation Hub’ at Imperial West. As a requirement for the bid the Development partners, Voreda Capital, must invest at least £2 for every £1 of HEFCE funding – i.e. a minimum of £70m. The terms agreed with Voreda extending this commitment to a maximum of £90m with the balance of £25m coming from the College Capital Plan.

NEGOTIATED TERMS WITH VOREDA

6. Since the successful conclusion of this bid, negotiations with Voreda have been ongoing to ensure that there is a clear specification for the building; that the commitment from Voreda remains at or around £90m; and that they have the appropriate financial incentives in place to deliver the development. The key principles of the deal are as follows:

- The existing Voreda/Imperial joint venture vehicle (“IWL”) should progress planning and architectural design of Buildings C and D to the point that they are agreed to be viable and deliverable development proposals. This approach allows the College and Voreda to continue to share the risk 50:50 until such time as all the conditional elements of the deal have been concluded to the satisfaction of both parties. It also ensures that the College retains full discretion over the site until such time as the deal goes unconditional to ensure that Voreda cannot achieve any land interest unless the necessary parameters have been met.

- A Voreda owned investment company will acquire a 150 year long leasehold interest over plot D from the College, subject to confirmation on the final specification of the Translation Wing (Plot D), a final financial appraisal, proof of funding and appointment of an acceptable Main Contractor.

- Upon practical completion of the Translation Wing, Imperial will commit to enter into a 25 year leaseback of Building D. The initial opening rent of this agreement is established at the outset through the financial appraisal as it is this agreement that ultimately determines the value of the building for the long leaseholder Voreda. Two parameters have been used to ensure that the resultant rent is acceptable: firstly a review of the market rent the building would command if it was placed on the open market rather than being retained for the College; and secondly the impact of that opening rent on the ThinkSpace business case for operating at a profit over the life of the lease.

- Voreda are then required to establish and fully finance a development company to construct not just the Translation Wing, but also the Shell and Core of the Research Wing and all necessary infrastructure and landscaping to a standard suitable for Imperial’s long term occupation. Voreda will therefore take full liability for all the costs of delivery after the agreements become unconditional – this will...
provide them with the capacity to make a commercial profit if they deliver the project in line with the cost plan – however, they alone will be responsible for any programme delays, cost overruns or market risks, so this profit is by no means guaranteed. In the event that they are able to deliver the project to the agreed specification at a lesser cost than the cost plan, then the agreement requires that the benefit be shared equally between their development vehicle and the College within one year from the end of practical completion. This provides an incentive to the College to ensure it acts promptly and reasonably in assisting Voreda in completing the project within the cost plan.

- However, it must be stressed that the obligation on Voreda is to deliver the project to the agreed specification. In the event that the College elects to make material amendments to the specification after the agreement has gone unconditional, the additional costs and programme implications of that decision will be assessed by the professional team and those costs, plus a profit margin, will be the responsibility of the College. Resulting either in an additional capital commitment or a higher opening rent on the Translation Wing. It is therefore imperative that the College is content with the specification established at the point the contract goes unconditional and that there is no post contract change unless it is absolutely critical and cannot be delivered after the conclusion of this agreement.

---

**MEASURES OF SUCCESS FOR THE RESEARCH TRANSLATION HUB**

7. **Research Building (Plot C):** The College needs to ensure that Building C delivers appropriate level of flexibility for academic College users and is clear value for money. Simon Harding Roots and his team have been fully engaged into the design development process post planning and have undertaken a review of the proposed development to significantly increase the both the net deliverable space and the flexibility of that space. The cost plan for this element of the project has been benchmarked against both internal and external university developments and compares very favourably.
8. **Translation Wing (Plot D):** Savills and the ThinkSpace team have reviewed the proposed specification and cost plan for the Translation Wing and are satisfied that it will provide the necessary accommodation for Incubation, Spin Out and Spin In company lettings and pure commercial operations. The cost plan is acceptable, noting that there is a small premium above what might be the norm for a speculative ‘science park’ specification which is inevitable given the prominent location and its role in establishing Imperial West as a new location. Savills have confirmed that the resulting rental terms from the financial appraisal are comfortably below the market position, giving ThinkSpace the necessary price differential to seek either significant profit from the subletting, or to operate at a sub-market level to attract, retain and develop start-up ventures at scale in London.

9. **Overall project delivery parameters:** The development agreement meets the terms of the HEFCE grant delivering a target £87m of investment from Voreda with no risk of that investment being treated as ‘financing’. The programmed delivery of Q1 2016 is also cashflowed to ensure that the HEFCE grant can be fully expended by Q1 2015 in line with the UKRPIF terms. Savills have reviewed the commercial terms of the agreement with Voreda, subject to their established position as a joint venture partner in the planning phase, and have concluded that Voreda are appropriately incentivised to perform in their role, but that if they underperform the development and financial risk sits with them and their investors.

10. **Tax and other liabilities:** Lastly, the College needs to ensure that it is not establishing any unacceptable or unreasonable long term liabilities under the terms of this agreement. The terms have been reviewed by the internal project team, our lawyers and the College’s auditors who are content that the structure is understood and does not give rise to any hidden or unreasonable liabilities.

**SUPPORTING DOCUMENTATION**

11. A comprehensive ‘Black Book’ outlining the Heads of Terms for the agreement, the specifications for all elements of the project, the cost plans, the programme and the risk register has been compiled and is available for review on request.

12. This documentation and direct discussion with the project team has also produced the following professional assessment of the project, which are appended for information: (1)

a. CMS Cameron McKenna letter commenting on the legal considerations of the investment structure.

b. Savills letter analysing and supporting the commercial property elements of the deal.

---

1. The appendices contain commercially sensitive and confidential information and are not included with these published minutes. Some other commercially sensitive and confidential information has been redacted from this paper.
c. A summary of the Research Wing (Site C) specification and benchmarking of costs.

d. Confirmation from Imperial ThinkSpace of the suitability of the design specification and cost for the Translation Wing (Site D).

e. A letter from the College’s auditors (PriceWaterhouseCoppers) confirming that the leaseback of Translation Wing (Site D) to the College is in the form of an operating lease and thus meets the necessary criteria of the UKRPIF bid terms (to follow).

**RECOMMENDATION**

13. The proposed terms provide the College with an excellent opportunity to continue the successful relationship with Voreda at Imperial West. They deliver high quality, flexible and fit for purpose space on a proven value for money basis. The balance between risk and return has been appropriately allocated to enable Voreda to deliver these facilities and the structure ensures that tax and other liabilities are understood and managed. The structure also ensures that the College can fully benefit from the £35m UKRPIF grant.

14. This paper was considered by the Management Board at its meeting on 26 April 2013 when it agreed to recommend the project to the Council for final approval.

MS
1. Senate met on 27 February 2013. An Executive Summary of the meeting is provided for the Council’s information. The full Minutes of the meeting of the February Senate are not yet available.

2. The following points are drawn to the attention of the Council:

**COLLEGE ACADEMIC ORDINANCES - ORDINANCE B1 - DEGREES AND OTHER AWARDS GRANTED BY THE UNIVERSITY**

3. In July 2010, on the recommendation of the Senate, the Council approved the establishment of a Postgraduate Certificate and Postgraduate Diploma, and the associated amendments to the Academic Regulations, with effect from October 2010.

4. Revisions to Ordinance B1, *Degrees and Other Awards Granted by the University*, to include criteria for the Postgraduate Certificate and Postgraduate Diploma awards have now been agreed by the Senate. A copy of the revised Ordinance is attached at Annex A.

5. As the formal approval of Ordinances is a power reserved to the Council under the Statutes, the Senate recommends that the Council approve the proposed amendment to Ordinance B1 retrospectively with effect from October 2010.

**HIGHER EDUCATION REVIEW: INSTITUTIONAL REVIEW**

6. The Senate was informed that the Management Board had agreed that an internal mid-cycle audit report would be undertaken in 2014/15 to measure progress since the College’s 2010 institutional Audit and to start preparations for the next review which is due in 2016/17.

**EDUCATION AND STUDENT STRATEGY**

7. The Senate was informed that the first stage of the consultation process was now complete with staff, student and alumni having had the opportunity to contribute their ideas and views towards the strategy which will shape the future education and experience of our students. Responses to the consultation process were being analysed and a Green Paper was being drafted which will be published for comment in April 2013.

**COLLEGE POLICIES, PROCEDURES AND REGULATIONS**

8. **Penalties for Late Submission of Assessed Work.** The Senate approved revisions to the College’s policy on penalties for the late submission of assessed work and agreed that the revised policy should be implemented across College from October 2013. Departments may introduce the revised policy sooner if they wish.
9. **Policy on the preparation of model answers to questions.** The Senate approved a new College policy on the preparation of model answers to questions and agreed that the policy should be implemented across College from October 2013.

10. **Procedures for the approval of new courses.** The Senate approved amendments to the Procedures for the Approval of New Undergraduate Programmes and the Procedures for the Approval of New Master's Level Programmes.

11. **Procedures for the review of undergraduate programmes.** The Senate approved amendments to the Procedures for the Review of Undergraduate Programmes.

12. **Examination regulations relating to External Examiners.** The Senate approved amendments to the taught course Examination Regulations, with effect from 2013-2014, to specify that academic staff with honorary contracts with the College may not be appointed as taught course external examiners.

13. **Cheating Offences Policy and Procedures.** The Senate approved amendments to the Cheating Offences Policy and Procedures, specifically with regard to the appeals panel in the case of suspected plagiarism in a research degree thesis in order to harmonise the final appeal process for all categories of student.

**BUSINESS SCHOOL SUMMER SCHOOL**

14. The Senate agreed that the Business School may pilot a Summer School during July and August 2013. The summer school would be an intensive residential course for undergraduates, with a full pastoral and social programme worth 7 ECTS credits. The Senate added the proviso that a report on the outcome of the pilot should be reported to the QAEC and subsequently to Senate.

**UPDATE FROM THE LEE KONG CHIAN SCHOOL OF MEDICINE**

15. The Senate approved the Procedure for dealing with Unsatisfactory Academic Progress, the updated Academic Regulations and the Academic Integrity Policy and Procedures for the Lee Kong Chian School of Medicine MBBS, and the Assessment and Examinations Strategy for Phase 1 for the Lee Kong Chian School of Medicine MBBS.

**MASTER'S COURSES**

16. The Senate approved the introduction of an MRes in Mathematical Sciences in the Department of Mathematics with effect from October 2013.

17. The Senate approved the reinstatement of the MSc in Ecological Applications in the Department of Life Sciences with effect from October 2013.

N.W.
IMPERIAL COLLEGE LONDON

ORDINANCE B1

DEGREES AND OTHER AWARDS GRANTED BY THE UNIVERSITY

THE DEGREES

1. The following degrees, listed in alphabetical order with their abbreviated titles, are those which may be granted by the University:

a. **First Degrees**
   
   Bachelor of Engineering (BEng)
   Bachelor of Medicine and Bachelor of Surgery (MB, BS)
   Bachelor of Science (BSc)
   
   Master in Science (MSc)
   Master of Engineering (MEng)

b. **Postgraduate Taught Degrees**
   
   Master of Business Administration (MBA)
   Master of Education (MEd)
   Master of Public Health (MPH)
   Master of Research (MRes)
   Master of Science (MSc)

c. **Specialist Doctorates**
   
   Doctor in Engineering (EngD)

d. **Research Degrees**
   
   Doctor of Medicine (Research) (MD(Res))
   Doctor of Philosophy (PhD)
   Master of Philosophy (MPhil)

e. **Higher Doctorates**
   
   Doctor of Literature (DLit)
   Doctor of Literature (Education) (DLit(Ed))
   Doctor of Science (DSc)
DIPLOMAS AND CERTIFICATES

2. The diplomas and certificates listed in the Academic Regulations may be granted by the University.

CITATION AND DESIGNATION OF AWARDS

3. Citation of a degree shall be by the title or abbreviation given in Paragraph 1 above with, in parenthesis, the name of the University.

4. The titles of the first and postgraduate taught degrees listed in Paragraph 1 above may be augmented by the addition of the names of one or more disciplinary specialisms as provided in the relevant Academic Regulations under which the degree is awarded.

ADDITIONS TO THE LIST OF DEGREE TITLES

5. The Council may, on the recommendation of the Senate, approve additions to the list of degrees which the University may grant.

CRITERIA FOR DEGREES

6. The following criteria are specified for University degrees:

a. First Degrees

(1) All First Degrees

(a) An academically coherent programme of study, followed over a period of time equivalent to three years full-time, or longer where appropriate to the degree and/or subject concerned, which is designed to ensure:

i. Academic progress in terms of depth of study;

1. Includes the degrees of Intercalated Bachelor of Science and Bachelor of Medical Science where a one-year course of study builds on a two-year course of basic medical sciences at the University or another university in the UK, EU or EFTA.
ii. Ability to study at an advanced level, to assimilate, assess, interpret and apply information and to communicate effectively;

(b) The achievement of a satisfactory overall standard in a scheme of assessment which tests the Student’s:

1. Command of an appropriate body of knowledge and skills;

2. Familiarity and ability to deal with the methodologies appropriate to the discipline(s) concerned;

3. Capacity for independent and critical thought.

(c) the achievement of learning outcomes appropriate to a qualification at the relevant level (Honours or Master’s) of the Framework for Higher Education Qualifications in England, Wales and Northern Ireland.

(2) **Additional Criteria.** Additional criteria are specified for some first degrees as follows:

(a) **Bachelor of Medicine, Bachelor of Surgery:** These degrees shall be taught in accordance with curricula that meet the requirements of the General Medical Council. MBBS degree programmes shall involve not less than 56 months of full-time study, at least the final 33 months of which shall have been undertaken while registered at the University except in the case of the Accelerated Graduate Entry Programme for the MBBS degrees, when the overall length of the programme shall be not less than 45 months, of which the final 33 months must be spent at the University.

(b) **Bachelor of Engineering.** The programme of study shall give emphasis to preparation for professional practice. It shall provide the necessary understanding of the scientific basis of engineering and include a substantial engineering applications component as an integrated part of the course, together with some appreciation of the industrial and business environment (i.e. enhanced courses in Engineering Council terms).

(c) **Master in Science.**

1. The programme of study shall be followed over a period of time equivalent to four years full-time. It shall include a major project and provide a sound basis for a subsequent scientific or technically-based career or research.
ii. It shall provide for study of scientific disciplines in greater depth than BSc so as to demand a level of attainment which is comparable to that required for a taught Master's degree at a UK university. Not less than three academic years and two terms shall be full-time University-based study, of which up to one year may be spent studying at an approved academic institution abroad, and of which not less than one academic year of study shall be at Level 4 (Master's) of the Framework for Higher Education Qualifications in England, Wales and Northern Ireland.

(d) **Master of Engineering.** The programme of study shall be followed over a period of time equivalent to four years full-time, of which not less than three academic years and two terms shall be full-time University-based study of which up to one year may be spent studying at an approved academic institution abroad and of which not less than one academic year of study shall be at Level 4 (Master's) of the Framework for Higher Education Qualifications in England, Wales and Northern Ireland. It shall satisfy one or more of the following criteria:

i. Provide for study of a particular engineering discipline in greater depth than the Bachelor of Engineering;

ii. Provide for multi-disciplinary study of a range of engineering disciplines;

iii. Provide for study of a particular engineering discipline in depth and incorporate a significant proportion of industrial and business studies as an integral part of the curriculum; together with all the following criteria:

   aa. Include the teaching of design through the use of project work and case studies, preferably in an industrial context;

   bb. Include a major project;

   cc. Demand a level of study and attainment which is equivalent to that required for a Postgraduate Taught Degree in this University.

b. **Postgraduate Taught Degrees**

(1) **Certificate of Advanced Study [no longer awarded].** The Certificate of Advanced Study is intended for award on the satisfactory completion, including formal examinations, of a prescribed programme of full-time study on an advanced course beyond the Bachelor's degree level over a period not less than three months.
full-time study or its part-time equivalent, or as prescribed by the Senate.

(2) **Postgraduate Certificate.** The Postgraduate Certificate is intended for award on the satisfactory completion, including formal examinations, of a prescribed programme of full-time study on an advanced course beyond the Bachelor’s degree level over a period not less than three months full-time study or its part-time equivalent, or as prescribed by the Senate.

(3) **Postgraduate Diploma.** The Postgraduate Diploma is intended for award on the satisfactory completion, including formal examinations, of a prescribed programme of full-time study on an advanced course beyond the Bachelor’s degree level over a period not less than six months full-time study or its part-time equivalent, or as prescribed by the Senate.

(4) **All Postgraduate Taught Degrees**

(a) A prescribed programme of study (2) beyond the standard first degree level which assumes the general level of educational competence implicit in the award of a first degree and which extends over a period equivalent to a minimum of one calendar year full-time.

(b) A satisfactory overall standard in a scheme of assessment appropriate to the Master’s course concerned.

(c) Achievement of learning outcomes appropriate to a qualification at Master’s level of the Framework for Higher Education Qualifications in England, Wales and Northern Ireland.

(2) **Additional Criteria.** Additional criteria are specified for some postgraduate taught degrees as follows:

(a). **Master of Science (MSc).** The programme of study shall require an element of independent research and/or scholarship as evidenced by a substantial independent written report.

(b). **Master of Business Administration (MBA)**

i. A prescribed programme of study lasting between one and two years depending on delivery format. A minimum of two years post graduate experience is required for entry.

ii. The programme involves theoretical and analytical perspectives on business and management combined with their applications in real and case study situations.

(c) **Master of Education (MEd)**

2. This may include programmes of study which are 'conversion courses' where graduates in one discipline acquire knowledge and develop a set of skills in another discipline.
i. A prescribed programme of study with students studying full-time over one calendar year or part-time over two or three academic years.

ii. The programme will be firmly founded in research and shall be within all or some of the areas of theory, pedagogy, learning, policy or organisation in relation to a defined educational stage or area of professional practice.

iii. Assessment is by a combination of at least two of the following, with the last, the dissertation, being a compulsory element: continuous assessment coursework of any appropriate type (including oral presentations and assessed teaching sessions); summatively marked essays, reports or portfolios; written examinations (eg unseen open and pre-disclosed); dissertations.

(d) Master of Public Health (MPH). During the programme of study a student must work as a public health professional in an international, national or local government agency, in a non-governmental or charitable organisation concerned with public health, or in a community or public health environment, or in a university department concerned with community or public health.

(e) Master of Research (MRes). The programme of study shall:

i. Be a free-standing and formally examined prescribed course of full-time study beyond the bachelor’s degree level of at least one calendar year or its equivalent in part-time study; and

ii. Provide a structured and progressive research training programme which is an adequate foundation for doctoral study or a research career in industry or the public sector; and include

iii. A grounding in research techniques relevant to the broad disciplinary area;

iv. A significant research component, which enables the student to demonstrate initiative and creativity and is assessed by means of a written report;

v. Elements designed to broaden students' experiences by equipping them with a range of transferable skills.
c. **Specialist Doctorate.**

(1) **Doctor in Engineering.** A programme of study and examination for the degree shall satisfy the following criteria:

(a) The aims and objectives of the programme shall be such that it will provide an education at an intellectual level equivalent to that required for the PhD;

(b) The programme of study shall extend over a period of at least three years' full-time study or the part time equivalent;

(c) The programme shall include a substantial research component which is of a nature appropriate to the discipline concerned on which the final examination contributing to the award of the degree will be based (see also Paragraphs (4) and (7) below);

(d) The results of the research shall be presented in the form of a thesis or portfolio which makes a distinct contribution to the knowledge of the subject and affords evidence of originality shown by the discovery of new facts and/or the exercise of independent critical power. The minimum length of the thesis shall be not less than 25,000 words and be appropriate to the subject concerned, having regard to the other formally assessed elements for the degree;

(e) The programme shall include elements of a practical/ work-related/ professional nature and formally taught elements appropriate to support its academic objectives;

(f) The elements listed at Paragraph (5) above shall be assessed by methods and at an intellectual level and at a time appropriate to the programme. Such assessment shall involve at least one examiner external to the University;

(g) The final examination contributing to the award of the degree shall be designed to:

i. Test the thesis against the stated criteria (see Paragraph (4) above) **and**

ii. Test the candidate's conceptual understanding of the integration of all elements of the course and their related assessment;

(h) The final examination shall include an oral examination of each candidate conducted by at least two examiners, one of whom shall be external to the University.
d. **Research Degrees**

(1) **Master of Philosophy**

(a) The minimum period of study shall be two calendar years’ full-time study or the part-time equivalent.

(b) Assessment for the award shall in all cases be by submission of a thesis and an oral examination, which shall be conducted in English. The scope of the thesis shall be what might reasonably be expected after two or at most three years of full-time study, and the length shall not, other than in the most exceptional circumstances, exceed 60,000 words.

(c) The thesis shall:

   i. Consist of the candidate’s own account of his or her investigations;

   ii. Be either a record of original work or an ordered and critical exposition of existing knowledge and shall provide evidence that the field has been surveyed thoroughly;

   iii. Be an integrated whole and present a coherent argument;

   iv. Give a critical assessment of the relevant literature, describe the method of research and its findings and include a discussion on those findings; and

   v. Be written in English and the literary presentation shall be satisfactory.

(2) **Doctor of Philosophy**

(a) The minimum period of study shall be two calendar years’ full-time study or the part-time equivalent.

3. The part played by the candidate in any work done jointly with the supervisor(s) and/or fellow research workers must be clearly stated by the candidate and certified by the supervisor.

4. A series of papers, whether published or otherwise, is not acceptable for submission as a thesis. Research work already published, or submitted for publication, at the time of submission of the thesis, either by the candidate alone or jointly with others, may be included in the thesis. The published papers themselves may not be included in the body of the thesis, but may be adapted to form an integral part of the thesis and thereby make a relevant contribution to the main theme of the thesis. Publications derived from the work in the thesis may be bound as supplementary material at the back of the thesis.
(b) Assessment for the award shall in all cases be by submission of a thesis and an oral examination, which shall be conducted in English. The scope of the thesis shall be what might reasonably be expected after three or at most four years of full-time study, and the length shall not, other than in the most exceptional circumstances, exceed 100,000 words.

(c) The thesis shall:

i. Consist of the candidate’s own account of his or her investigations, the greater proportion of which shall have been undertaken during the period of registration under supervision for the degree; (5) and

ii. Form a distinct contribution to the knowledge of the subject and afford evidence of originality by the discovery of new facts and/or by the exercise of independent critical power; and

iii. Be an integrated whole and present a coherent argument; (6) and

iv. Give a critical assessment of the relevant literature, describe the method of research and its findings, include discussion on those findings and indicate in what respects they appear to the candidate to advance the study of the subject; and, in so doing, demonstrate a deep and synoptic understanding of the field of study (the candidate being able to place the thesis in a wider context), objectivity and the capacity for judgement in complex situations and autonomous work in that field; and

v. Be written in English and the literary presentation shall be satisfactory; and

vi. Demonstrate research skills relevant to the thesis being presented; and

5. The part played by the candidate in any work done jointly with the supervisor(s) and/or fellow research workers must be clearly stated by the candidate and certified by the supervisor.

6. A series of papers, whether published or otherwise, is not acceptable for submission as a thesis. Research work already published, or submitted for publication, at the time of submission of the thesis, either by the candidate alone or jointly with others, may be included in the thesis. The published papers themselves may not be included in the body of the thesis, but may be adapted to form an integral part of the thesis and thereby make a relevant contribution to the main theme of the thesis. Publications derived from the work in the thesis may be bound as supplementary material at the back of the thesis.
vii Be of a standard to merit publication in whole or in part or in a revised form (for example, as a monograph or as a number of articles in learned journals).

(3) **MD (Res) Degree**

(a) The minimum period of study shall be two calendar years' full-time study or the part-time equivalent.

(b) The emphasis of the programme of study will be on the development in the individual student of:

i. The ability to recognise and validate problems;

ii. Original, independent and critical thinking and the ability to develop theoretical concepts;

iii. A knowledge of recent advances within the field in related areas;

iv. An understanding of research methodologies and techniques and their appropriate application with the research field;

v. The ability to analyse critically and evaluate the research findings and those of others; and

vi. An ability to summarise, document, report and reflect on progress.

(c) Assessment for the award shall in all cases be by submission of a thesis and an oral examination, which shall be conducted in English. The scope of the thesis shall be what might reasonably be expected after three or at most four years of full-time study, and the length shall not, other than in the most exceptional circumstances, exceed 50,000 words.

(d) The thesis shall:

i. Consist of the candidate's own account of his or her investigations, the greater proportion of which shall have been undertaken during the period of registration under supervision for the degree; (7) and

7. The part played by the candidate in any work done jointly with the supervisor(s) and/or fellow research workers must be clearly stated by the candidate and certified by the supervisor.
ii. Form a distinct contribution to the knowledge of the subject and afford evidence of originality by the discovery of new facts and/or by the exercise of independent critical power; and

iii. Be an integrated whole and present a coherent argument;

iv. Give a critical assessment of the relevant literature, describe the method of research and its findings, include discussion on those findings and indicate in what respects they appear to the candidate to advance the study of the subject; and, in so doing, demonstrate a deep and synoptic understanding of the field of study (the candidate being able to place the thesis in a wider context), objectivity and the capacity for judgment in complex situations and autonomous work in that field; and

v. Be written in English and the literary presentation shall be satisfactory;

vi. Demonstrate research skills relevant to the thesis being presented; and

vii. Be of a standard to merit publication in whole or in part or in a revised form (for example, as a monograph or as a number of articles in learned journals).

e. **Higher Doctorates** The degrees of Doctor of Literature (DLit), Doctor of Literature (Education) (DLit(Ed)), Doctor of Science (DSc), Doctor of Science (Economics) (DSc(Econ)), Doctor of Science (Engineering) (DSc(Eng)), Doctor of Science (Medicine) (DSc(Med)) shall only be conferred as Honorary Degrees.

**DIPLOMAS FOR DEGREES AND OTHER AWARDS**

7. Except as provided in Paragraph 8 below, a diploma shall be issued under the Seal of the University to those who have been awarded a degree, diploma, or certificate.

8. In the case of a degree awarded jointly by the University and another institution, a diploma in the names of the University and the other institutions which have jointly awarded
the degree shall be issued, the form of the diploma to be agreed by the University and the other institution or institutions and approved by the Rector.

**ACADEMIC DRESS**

9. The Academic Dress of members of the University shall be defined by Regulation.

Approved by the Council 23 March 2007  
Effective from 8 July 2007  
Revisions approved by the Council 3 May 2013  
Effective from 1 October 2010
BACKGROUND

1. Section 22 of the Education Act 1994 requires the governing body of every university to:
   
   a. Take such steps as are reasonably practicable to ensure that its students' union operates in a fair and democratic manner and is accountable for its finances.
   
   b. Take such steps as are reasonably practicable to ensure that certain specific requirements of the Act are observed by its students' union.
   
   c. Issue, and when necessary revise, a code of practice which sets out how these requirements are to be met.

2. The College originally satisfied this requirement through a Memorandum of Understanding (MoU) with the Imperial College Union, which encompassed a number of other issues in addition to the strict requirements of the Education Act.

3. In 2007 the MoU was significantly revised and renamed as a Code of Practice. This Code of Practice made a clear distinction between the requirements of the Education Act 1994 and other matters affecting the relationship between the College and the ICU. The Code of Practice also set out the arrangements by which the College provided operational support to the ICU (these were mainly contained in annexes to the document).

REVIEW OF THE CODE OF PRACTICE

4. The Deputy Rector, Pro-Rector (Education), the President of the Imperial College Union and the Union's Managing Director have recently conducted a review of the Code of Practice. A number of changes to the Code are proposed to ensure it is aligned with the Union’s new Constitution, while preserving the requirements of the Education Act. It is also suggested that the other matters covered by the previous Code should be moved to a new Partnership Agreement between the College and the Union, although approval of both the Code of Practice and the Partnership Agreement will continue to be the reserve of the Council.

5. Management Board considered the proposed revisions to the Code of Practice and the proposed new Partnership Agreement at its meeting in February 2013, when a few small additional amendments were suggested. These were all accepted by the Union and have been incorporated into the attached documents.

6. The Council is invited to consider, and if it sees fit, approve the proposed Code of Practice and the Partnership Agreement.
IMPERIAL COLLEGE OF SCIENCE, TECHNOLOGY AND MEDICINE

THE IMPERIAL COLLEGE UNION

CODE OF PRACTICE UNDER THE EDUCATION ACT 1994
## Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Introduction</td>
<td>1</td>
</tr>
<tr>
<td>Code of Practice</td>
<td>2</td>
</tr>
<tr>
<td>The Purposes of the ICU and its Constitution</td>
<td>2</td>
</tr>
<tr>
<td>Membership of the ICU</td>
<td>2</td>
</tr>
<tr>
<td>Access by Life Members to the College and its Facilities</td>
<td>3</td>
</tr>
<tr>
<td>Access by Non-Members to the ICU and its Facilities</td>
<td>3</td>
</tr>
<tr>
<td>Access by Members of the Public to the ICU and its Facilities</td>
<td>3</td>
</tr>
<tr>
<td>Election of ICU Officers</td>
<td>3</td>
</tr>
<tr>
<td>Funding and Financial Accountability</td>
<td>4</td>
</tr>
<tr>
<td>External Affiliations</td>
<td>4</td>
</tr>
<tr>
<td>Raising Funds for Charities</td>
<td>5</td>
</tr>
<tr>
<td>Complaints Procedure</td>
<td>5</td>
</tr>
<tr>
<td>Freedom of Speech</td>
<td>6</td>
</tr>
<tr>
<td>Annual Report</td>
<td>6</td>
</tr>
<tr>
<td>Partnership Agreement</td>
<td>7</td>
</tr>
</tbody>
</table>
INTRODUCTION

1. The Imperial College Union (“ICU”) is established under the College’s Charter which states that “there shall be a Students’ Union of the College (hereinafter referred to as “the Imperial College Union”) for the benefit of the students of the College and in their interests as students”. (1) The College Statutes further state that the Union “shall for all purposes be treated solely as an integral part of the College”. (2)

2. ICU’s Charitable Objects, as outlined in the Constitution are the advancement of education of Students at Imperial College London for the public benefit by:

   a. promoting the interests and welfare of Students at Imperial College London during their course of study and representing, supporting and advising Students;

   b. being the recognised representative channel between Students and Imperial College London and any other external bodies; and

   c. providing social, cultural, sporting and recreational activities and forums for discussions and debate for the personal development of its Students.

3. Section 22 of the Education Act 1994 requires the governing body of every university to:

   a. take such steps as are reasonably practicable to ensure that its students’ union operates in a fair and democratic manner and is accountable for its finances.

   b. Take such steps as are reasonably practicable to ensure that certain specific requirements of the Act are observed by its students’ union.

   c. Issue, and when necessary revise, a code of practice which sets out how these requirements are to be met.

4. This document constitutes the Code of Practice required by the Act. Its aim is to establish a clear statement of the working relationship between the College and the ICU and to set out the manner in which the requirements of the Education Act 1994 are to be carried out in relation to the ICU.

5. This Code of Practice will be published by the College and made available for all students along with:

   a. Any restrictions imposed on the activities of the ICU by Charity Law.

   b. The College’s Code of Practice on Freedom of Speech, drawn up under Section 43 of the Education (No. 2) Act 1986 and approved by the then Board of Governors in 1987,

1. Imperial College Charter, Article 17
2. Imperial College Statutes, Statute 10
and subsequent amendments to ensure that freedom of speech within the law is secured for the ICU’s members, College staff and visiting speakers

6. This Code of Practice sets out the current situation. Any changes to this document required to reflect the changing needs of the College shall be made as a result of full consultation with the ICU and as finally determined by the College Council.

**CODE OF PRACTICE**

**THE PURPOSES OF THE ICU AND ITS CONSTITUTION**

7. The purposes of the ICU, as set out in its Constitution are:

   The Union’s objects are the advancement of education of Students at Imperial College London for the public benefit by:

   a. promoting the interests and welfare of Students at Imperial College London during their course of study and representing, supporting and advising Students;

   b. being the recognised representative channel between Students and Imperial College London and any other external bodies; and

   c. providing social, cultural, sporting and recreational activities and forums for discussions and debate for the personal development of its Students.

8. The ICU will continue to contribute to the College Mission and strive for the degree of excellence in its activities which is an explicit part of that Mission. It will operate within the rules and bye-laws laid down in its Constitution and in accordance with the policies passed by the Union Council and its Trustee Board. It will comply with the current law relating to its operation and activities and with relevant College Policies, Regulations, procedures and Codes of Practice. For its part the College will provide such professional advice as it deems necessary to facilitate this compliance in the best interests of the College.

9. The College will, through the ICU, continue to involve its students in discussions on all policy and administrative matters concerning students’ social, cultural, welfare, sporting, academic and other appropriate interests.

10. The ICU’s Constitution is subject to the approval of the College Council and must be reviewed by that Council at intervals of not more than five years. If the ICU submits proposals for substantial amendments to its Constitution to the College Council in any year, the next formal review will be held five years from the year in which those amendments were approved by the College Council.
MEMBERSHIP OF THE ICU

11. All registered students at Imperial College are automatically Members of the ICU. However, any Imperial College student has the right not to be a member of the ICU and to signify that he or she does not wish to be represented by it. Any student who has exercised the right not to be a member of the ICU shall not be unfairly disadvantaged with regard to the provisions of services or otherwise by reason of having exercised that right.

12. The arrangements necessary for opting out of membership of the ICU are to be set out in its Constitution.

13. The College will include in its undergraduate and postgraduate prospectuses and in the information it provides for applicants, information regarding the right of students not to be members of the ICU as well as the details of any services provided for students who are not members of the ICU.

ACCESS BY ASSOCIATE MEMBERS TO THE COLLEGE AND ITS FACILITIES

14. Former students and staff of the College, or students of another Institution who are Associate Members of ICU are normally allowed rights of access to the ICU and certain parts of College. However, these may be withdrawn by the College in consultation with the ICU, temporarily or permanently, according to the prevailing circumstances and only with reasonable grounds. The ICU reserves the right to levy additional charges to Associate Members (in comparison to Members) if felt to be appropriate.

ACCESS BY NON-MEMBERS TO THE ICU AND ITS FACILITIES

15. All registered students of the College will be entitled to be a Member of the ICU unless they choose not to be a Member. Any registered student has the right not to be a Member of the ICU and/or not to be represented by the ICU. The ICU and the College will publicise the right of students not to be a Member of the ICU.

16. The sole consequences of a registered student of the College not being a Member of the ICU are:

   a. Non-Members are not permitted to vote in any ICU elections, ballots or referenda.

   b. Non-Members are not allowed to stand for office in any election in the ICU.

   c. Non-Members may not hold office in ICU or any of its constituent parts, but registered students of the College may join any ICU Club, Society or Project and participate in their activities. The ICU reserves the right to levy additional charges to non-Members if felt to be appropriate.
d. Non-Members will not be permitted to use the licensed bar facilities of the ICU unless they are signed in by a Member, or unless they take up Associate Membership. Associate Membership will enable the holder to gain entry into ICU licensed premises but would not allow the holder to sign in guests. A fee for Associate Membership may be charged.

e. All other facilities and services of the ICU shall be available to registered students of the College.

ELECTION OF ICU OFFICERS

17. Appointment to major ICU offices will be made by election in a secret ballot in which all members of the ICU are entitled to vote. The provisions for these elections shall be set out in the ICU Constitution and Major Election Bye-Laws.

18. No person may hold a sabbatical post, or any paid elected union office, for more than two years in total.

19. The ICU shall confirm to the College Council that its elections have been fairly and properly conducted by way of a report on the conduct of its elections, which shall be included in its Annual Report to the College Council.

FUNDING AND FINANCIAL ACCOUNTABILITY

20. The ICU shall conduct its financial activities in accordance with its Financial Procedures, which are designed to ensure the proper conduct of the Union’s financial affairs. Amendments to the Union’s Financial Procedures are subject to the approval of the Union’s Trustee Board, following consultation with the College’s Director of Finance.

21. The College will provide an annual grant to the Union that is sufficient for it to continue and develop its activities. This will take account of ICU’s responsibilities and related costs, and its trading activities and earnings capability. Whilst it is expected that these trading activities shall be operated efficiently and profitably, as the ICU is a charity, profit motives must not be pursued to the detriment of the interests of the student customers. The Union’s budget will be scrutinised by the College on an annual basis, by the College Council.

22. The ICU’s Trustee Board will monitor the ICU’s expenditure against its annual budget and will report any fraudulent or irregular procedures in the management of public funds and those resulting from the Union’s trading activities to the College’s internal auditors. The ICU shall report regularly upon its financial performance to the Rector.

23. The Union President will include a report on the ICU’s financial performance against budget in his or her annual report to the College Council. The Union’s Management Accounts will be shared with the College, through the Director of Finance on a quarterly basis.
The ICU will submit its annual accounts and a report on its handling of public and other funds annually to its Trustee Board, to the College Audit Committee and to the College Council. The ICU’s annual financial report is to include a list of the external organisations to which the ICU has made donations in the period covered by the report and the details of any such donations. The ICU’s annual accounts will be consolidated into the College’s annual Financial Statements before these are published.

The ICU shall have a procedure for allocating resources to its clubs, societies and projects, which must be fair. The procedure shall be set down in writing, provided to all the ICU’s clubs, societies and projects and published by the ICU so that it is freely accessible to all students.

Funds allocated by the ICU to the Constituent Unions from its annual subvention shall be subject to the same financial regulations as those which apply to the ICU itself.

The College’s Internal Audit Service shall have the same rights of access to the ICU as it has to other parts of the College for the purposes of fulfilling its remit.

The ICU, the Constituent Unions and the ICU’s clubs, societies and projects may affiliate to external organisations provided that such affiliations accord with the ICU’s purposes. If the ICU, a Constituent Union, club, society or project decides to affiliate to an external organisation, the ICU shall inform the College Secretary of the decision so that he or she can advise the College Council accordingly. A notice of the decision will also be published by the ICU in such a way that it is freely accessible to all students. This notice shall state:

a. The name of the external organisation.

b. The details of any donation, subscription or similar fee which has been, or is proposed to be, paid to the organisation.

The ICU shall include in its Annual Report to the College Council a list of the external organisations to which it is currently affiliated and shall state the details of any donations, subscriptions or similar fees paid to such organisations since its previous Annual Report.

Each year the list of the ICU’s affiliations to external organisations shall be submitted to the ICU Council for review and approval.

The ICU’s continued affiliation to any particular organisation may be challenged by its members. Such issues shall be decided by a secret ballot in which all the members of the ICU are eligible to vote, provided that the requisition to hold such a ballot is made by at least 10% of the ICU’s current membership.
RAISING FUNDS FOR CHARITIES

32. All ICU clubs and societies and individual members of the ICU collecting in the name of the ICU, its Constituent Unions or its clubs and societies, shall strictly observe the requirements of the Charities Act 2006 and any other relevant legislation when raising funds for charity. In particular:

a. The ICU shall not expend funds for activities outside its constitutional purposes.

b. The ICU shall not make donations to any external organisation except where a specific collection has been taken for that purpose, all those making a donation are aware of the destination of their donation, and all reasonable costs associated with collecting the donations are deducted from the donation.

c. Collections may only be carried out in those local authorities from which a licence to collect has been obtained and collectors must carry copies of these licences when collecting. Collecting tins must bear the information required about the charity or charities for which the collection is being made.

d. The results of any such charitable collections shall be published in the ICU’s Annual Report.

COMPLAINTS PROCEDURE

33. The ICU’s Constitution shall provide for a complaints procedure, which shall be available to all students, or groups of students, who:

a. Are dissatisfied in their dealings with the ICU, or

b. Claim that they have been unfairly disadvantaged by reason of having exercised their right not to be a member of the ICU.

34. Students or groups of students who wish to make a complaint on these grounds must follow the complaints procedure set out in the ICU’s Complaints & Disciplinary Bye-Laws. All such complaints must be handled promptly and fairly and, where a complaint is upheld, an effective remedy should be provided.

35. If, having completed the ICU’s complaints procedure, the complainant(s) are dissatisfied with the outcome of their complaint or the way in which it was handled, they have a right of appeal to the Pro-Rector (Education). On receiving such an appeal, the Pro-Rector (Education) will convene a panel to consider the appeal. The Panel will be chaired by the Pro-Rector (Education) or his or her nominee and will include the College Secretary and the Academic Registrar or their nominees. The Panel will request a report from the ICU President on the handling and outcome of the original complaint and may undertake an investigation if necessary. The Panel will notify the complainant in writing of its decision and remedy, if any.
36. If the complainant(s) are dissatisfied by the Panel’s response to their appeal, they have the right to request that their complaint be referred to an independent person appointed by the College Council not being a person employed by or studying at the College who shall investigate the complaint and report his or her conclusions to the College Council.

**FREEDOM OF SPEECH**

37. The ICU will comply with the College Code of Practice, drawn up under Section 43(3) of the Education (No. 2) Act 1986 and approved by the then College Board of Governors in 1987, and any subsequent amendments to ensure that freedom of speech within the law is secured for its members, College staff and visiting speakers. Section 43 requires, among other things, that

a. “Every individual and body of persons concerned in the government of [Imperial College] shall take such steps as are reasonably practicable to ensure that freedom of speech within the law is secured for members, students and employees of [Imperial College] and for visiting speakers; (section 43(1))

b. Use of any premises of the [Imperial College and ICU] is not denied to any individual or body of persons on any ground connected with — (a) the beliefs or views of that individual or of any member of that body; or (b) the policy or objectives of that body (sections 43(2) and (8)).

**ANNUAL REPORT**

38. The ICU shall publish an Annual Report for submission to the ICU Trustee Board, to the College Council, and the Charity Commission, at the meeting at which it presents its Annual Accounts. The Report is to contain:

a. A statement that the ICU operates in a fair and democratic manner and that it has properly accounted for its finances.

b. A report on the conduct and outcome of elections of ICU Officers, which must confirm that they have been fairly and properly conducted.

c. A list of the external organisations to which it is currently affiliated and the details of any donations, subscriptions or similar fees paid to such organisations since its previous Annual Report.

d. A note of any charitable collections made by the ICU.

**PARTNERSHIP AGREEMENT**

34. There shall exist a Partnership Agreement between the College and the ICU detailing operational, commercial and strategic arrangements that exist between the two institutions.
35. The Partnership Agreement shall be agreed jointly by the ICU Trustee Board and the College Council and shall be reviewed no less than every five years.

Approved by the College Council: 3 May 2013
PARTNERSHIP AGREEMENT BETWEEN IMPERIAL COLLEGE LONDON
AND IMPERIAL COLLEGE UNION.

1.0 Introduction

1.0 Imperial College Union (The Union) is the Students’ Union of Imperial College London (The College) as defined in the Education Act 1994.

1.1 Imperial College recognises the Union as the sole representative body for the students of the College.

1.2 The Union’s charitable objects, as set out in its constitution are for the advancement of education of students at Imperial College London by

1.2.1 Promoting the interests and welfare of Students during their course of study and representing, supporting and advising students,

1.2.2 Being the recognised representative channel between Students and Imperial College London and any other external bodies; and

1.2.3 Providing social, cultural and recreational activities and forums for discussion and debate for the personal development of its students.

1.3 The College recognises the Union’s key role in the student experience through;

1.3.1 the enhancement of education through effective representation

1.3.2 the provision of services and activities that improve student welfare and retention levels

1.3.3 the provision of services and activities that improve sporting, cultural and recreational interaction

1.3.4 the development and accreditation of skills through involvement in activities that enhance students’ skills development and employability

1.3.5 the provision of services and activities that improve social interaction

1.3.6 the provision of student part-time employment

1.3.7 the provision of Teaching and Research Supervision awards
1.4 The Union recognises that it is an integral part of the College and will act in the best interest of the College and students at all times. The College recognises that the Union will conduct its own affairs and will act independently from the College.

1.5 This agreement is a binding framework, which will govern the relationship between the Union and the College. It is based on shared values and mutual respect and trust.

1.5.1 This agreement must be renewed at least every five years jointly by the Union Trustee Board and College Council, though the Annexes attached may be renewed through mutual unanimous agreement of the Union President, Union Managing Director, Pro Rector (Education) and Deputy Rector.

2.0 Principles

2.1 Strategic Partnership;

2.1.1 A spirit of partnership between the College and the Union informing the strategic direction of both parties and informing service agreements.

2.1.2 Informed engagement of Union representatives in key institutional decision-making bodies.

2.2 Student Centered;

2.2.1 A shared commitment to developing and improving students’ experience of academia and extra-curricular aspects of their lives.

2.3 Respect & Understanding;

2.3.1 Clarity about, and mutual understanding of, the distinct roles of the College and the Union and the value that each party brings to the relationship.

2.4 Openness & Trust;

2.4.1 Full, open, regular communication on relevant issues, in particular issues likely to have an impact on the other party, the student population and/or other joint stakeholders.

2.5 Mutual Support & Commitment;
2.5.1 Constructive interactions

2.5.2 Demonstrable commitment to making the relationship work through investment of time and resources.

2.6 Independence;

2.6.1 Recognition of the value of a strong, student-led Students’ Union empowered to determine and manage its own affairs.

2.6.2 Recognition of the need for the College to balance the interests of a range of stakeholders within an increasingly challenging external context.

2.7 Accountability;

2.7.1 Accountability of the Union to the College as supervisor (under the 1994 Education Act) and principal funder, within a mutually agreed framework which is robust, effective, efficient and compatible with the reporting requirements of other regulators (where relevant), such as The Charity Commission and/or Companies House.

2.7.2 Acknowledgement by the College that the Union is a major stakeholder and sole body representing the student voice.

2.8 Diversity & Equality;

2.8.1 A shared commitment to equality and diversity and the fair treatment of all staff and students

2.9 This agreement seeks to ensure that the above principles are upheld.

3.0 Strategy

3.0 The Union will consult with the College in the development of its strategic plans.

3.1 The College will ensure that students are consulted in the development of its strategic plans through engagement with the Union.

3.2 The Union’s strategic aims, vision, mission and values will complement, and seek to further, the mission, vision and strategic aims of the College.

3.3 The Union’s Strategic Plan is contained in an Annex to this document.

4.0 Representation
4.0 The Union and College recognise their mutual role as ‘critical friends’, and respect the right of the other to disagree on areas of policy.

4.1 The College recognises the Union’s right to campaign on issues and to publicly criticise the College where it deems it to be necessary.

4.2 The Union recognises its responsibility to act in the best interests of the College and students at all times, to resolve disagreements amicably where possible and to ensure that the reputation of the College is upheld at all times.

4.3 Where the Union believes the College is not acting in the best interests of students the College recognises that the Union will act independently from the College, though will work to resolve disagreements internally where possible and will continue to ensure that the reputation of the College is upheld.

4.4 The College shall ensure that students are represented at all levels of decision making at the College, and provide for a Union representative to be present at all decision making bodies where appropriate.

4.5 The Union shall ensure that student representatives are trained; well informed and provided with support to ensure that student involvement continuously adds value to the College’s decision-making processes.

5.0 Resources (Financial)

5.0 The College shall provide the Union with an Annual Block grant, which will be sufficient to continue and develop its activities.

5.0.1 An Annual Block grant may be part of a rolling multi-year agreement between the College and the Union so that the Union’s Trustee Board and Management may further develop the Union’s strategic and operational plans long-term.

5.1 The Union agrees to provide the following services (this is a non-exhaustive list) using the Annual Block grant:

5.1.1 Sporting and Recreational Facilities (in particular through the provision of clubs and societies)

5.1.2 Opportunities for students to volunteer in the College, Union or local community

5.1.3 Training, development and support for student representatives.

5.1.4 Social and cultural activities
5.1.5 The provision of professional and confidential advice to students

5.1.6 The provision of schemes for the accreditation of the skills developed by students through involvement in activities

5.1.7 The provision of Teaching and Research Supervision awards.

5.2 The College and the Union will regularly benchmark the level of funding it receives to ensure it compares fairly with comparable institutions.

5.3 The College may, from time to time, provide additional funding to the Union for specific projects.

5.4 The Union shall ensure that its financial resources are well managed, that it remains solvent, and that all legal and regulatory requirements are adhered to.

5.5 The Union shall not borrow any external funds without the prior written authorization of the Trustee Board and Director of Finance of Imperial College London.

5.6 The Union and the College, through relevant staff members, will ensure that a regular dialogue regarding the Union’s finances is maintained.

5.7 The Union will also

5.7.1 Share its management accounts on a quarterly basis with the College’s finance division

5.7.2 Submit its Annual Report and Accounts to the College’s Audit Committee

5.7.3 Submit its Annual Budget to the College Council

5.7.4 Take part in the College’s Internal Audit Scheme and report the outcomes of these audits to the College’s Audit Committee.

5.8 Specific details regarding the Union’s Block grant is detailed in an Annex to this document.

6.0 Resources (Space)

6.0 The College will provide the Union with adequate space to manage in order to conduct its activities. This will include, but is not limited to:

6.0.1 Office Space for staff and student officers

6.0.2 Meeting spaces

6.0.3 Recreational and Sporting space
6.0.4 Commercial space

6.0.5 Space for student activities and performance (including storage)

6.1 The Union will act as good stewards of the spaces that it manages and be responsible for the maintenance and upkeep of the premises allocated solely for the Union’s use.

6.2 The College will consider requests from the Union for capital funding for the development of Union-managed funding on a case-by-case basis.

6.3 The College will also enable the Union to book spaces for Union Activities, including activities undertaken by clubs and societies, at no cost where possible.

6.4 The College will ensure that the need for Union-managed spaces, and student activities and recreation spaces, is considered in the development or refurbishment of College buildings, spaces or campuses.

6.5 Specific details regarding the allocation and management of space for Union activities is detailed in an Annex to this document.

7.0 Human resources

7.0 All Union staff members shall be on College contracts and shall benefit from the same terms and conditions as all College staff.

7.1 The College shall provide Human Resource support to the Union through the Human Resources department.

7.2 The Managing Director will be responsible for ensuring that HR policies and procedures are followed for College employees working in the Union and that adequate administration support is provided by the Union to ensure that HR processes are well managed.

8.0 Legal Compliance

8.0 The Union recognises the College’s obligation to regulate the Union’s activities under the specific terms of the Education Act (1994). The Code of Practice document outlines the measure that the College and the Union put in place to ensure compliance with these requirements.

8.1 The Union will also comply with the regulatory requirements of the Charity Commission.
8.2 The Union has a non-exclusive right to reproduce the words ‘Imperial College’, “Imperial College of Science, Technology and Medicine” and “Imperial College London’, the College Crest and the Imperial College logo for social and commercial purposes, provided that the style of use complies with conditions laid down by the College from time to time to protect its property and interest.

9.0 Student Media

9.0 The Union operates a number of media outlets, including a radio station, TV station and newspaper. The College recognises that, although these operations are legally part of the Union, each outlet is given editorial independence and that the views expressed in the student media outlets do not necessarily reflect the views of the Union.

9.1 The Union shall ensure that an effective complaints and dispute resolution process is maintained to ensure that issues related to student media can be raised by college staff and students and resolved adequately.

10.0 Commercial Activity

10.0 The College recognises that the Union operates Commercial Services in order to:

10.0.1 Provide social activities and services for its members
10.0.2 Maintain a safe environment for students to socialise in
10.0.3 To generate surpluses to further fund its charitable activities
10.0.4 To provide students with part-time employment where possible.

10.1 This commercial activity currently covers, but is not limited to,

10.1.1 Licensed Trade outlets in South Kensington and Charing Cross
10.1.2 Retail outlets in South Kensington.
10.1.3 Online retailing of products.

10.2 The College recognises the right of the Union to hire out space or resources to external bodies to raise revenues, whilst ensuring that this use of resources does not adversely affect students’ abilities to access these resources.

10.3 The College will ensure that the Union is given the ability to consider and request that the Union run any new or refurbished Commercial operations on College campuses, and will manage a fair and transparent bidding process if more than one operator wishes to be considered for the running of this outlet.
PAPER F – FOR REPORT

FINANCIAL MANAGEMENT REPORT

A Note by the Chief Financial Officer

The Financial Management Report contains information which is commercially confidential and is therefore not included with these papers.
1. At the consolidated level, the position of the Endowment Fund at 31 March 2013 is:

<table>
<thead>
<tr>
<th>Main Asset Classes</th>
<th>31 Jul 12 £m</th>
<th>31 Dec 12 £m</th>
<th>31 Mar 13 £m</th>
<th>Variance £m</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Financial</td>
<td>Last reported</td>
<td>Latest</td>
<td></td>
</tr>
<tr>
<td></td>
<td>year end</td>
<td>position</td>
<td>position</td>
<td></td>
</tr>
<tr>
<td>Unitised Scheme*</td>
<td>112.3</td>
<td>134.9</td>
<td>147.6</td>
<td>12.7</td>
</tr>
<tr>
<td>Strategic Asset Investments</td>
<td>87.5</td>
<td>93.9</td>
<td>82.6</td>
<td>(11.3)</td>
</tr>
<tr>
<td>Non Core Property**</td>
<td>90.2</td>
<td>97.4</td>
<td>105.3</td>
<td>7.9</td>
</tr>
<tr>
<td>Defence Fund</td>
<td>5.2</td>
<td>-</td>
<td>-</td>
<td>(5.2)</td>
</tr>
<tr>
<td>Endowment Total</td>
<td>305.6</td>
<td>343.7</td>
<td>352.4</td>
<td>8.7</td>
</tr>
</tbody>
</table>

* Net of new donations, endowments and distributions
** Net of debt

2. Since the last meeting of Council the value of the Endowment has increased by 2.5% to £352.4m. For the year to date the value of the Endowment has increased by 15.3% (£46.8m). The Unitised Scheme has seen the largest increase of the three portfolios, accounting for £35.3m of the uplift. This has taken place in parallel to major structural changes to the way the Unitised Scheme is managed – with the management of the Unitised Scheme now outsourced to three separate fund managers. Part of the increase comes from the completion of the Postgraduate Residential Schemes led by the Endowment, with £8.9m realised from the final completion of Griffon Studios, and the £8.3m development profit from the Wood Lane Studios investment. The remaining £19m of the increase was accounted for by the performance of the investment portfolio, which posted a performance return of 13.2% for the eight months to the end of March. Two independent Asset Risk Consultants (ARC) reports: one covering performance to the end of January (pre-outsourcing) and one covering subsequent performance (post-outsourcing) are attached at Annexes A and B respectively.

3. The movement in the non-core property portfolio is accounted for by the successful sale of the Clayponds site for £26.5m, which offsets the reduction from the reclassification of sites D, E and F at Imperial West as core-assets. As reported to the last meeting of Council – the Strategic Asset Investment portfolio has been created to deal with restricted or specialised non-property assets. Over 98% of this portfolio is comprised of the Endowment’s holding in Imperial Innovations, and therefore the main driver for the fall in the value of this
portfolio has been the performance of Innovations, whose share price fell from 283.4p at the end of July to 274.5p, with continued high volatility, as expected from such a lightly traded stock.

**UNITISED SCHEME**

4. The outsourcing of management of the Unitised Scheme was completed on the 1st of March, with the final tranche of funds transferred on that date to the three managers selected by the Endowment Board. This follows their formal appointment the 31st of January. ARC have been retained to monitor and report upon the performance of the Unitised Scheme as a whole and the three managers on an individual basis. This will take the form of monthly updates on the portfolio performance and structure, with more detailed reports on the performance of each portfolio on a half-yearly basis. These will be reported to the Endowment Board via the Director of Financial Management.

5. Following their appointment each of the three managers was given a three-month transitional window in which to invest the funds transferred to them by the Endowment. This period comes to an end at the end of April. ARC have reported that two of the three managers – Ingenious and Ruffer – are now fully invested, while the third – Schroders – remains in transition, holding more than 50% as cash. It is pleasing that – as mentioned above - performance has remained strong in the midst of such a complex re-structuring of the management of the Unitised Scheme.

**STRATEGIC ASSET INVESTMENTS**

6. Imperial Innovations presented their latest set of interim results, covering the six months to the end of January 2013, at the 16th April Board. The results combined a solid set of financial returns with good operational developments across the Innovations’ portfolio. In terms of financial metrics, Innovations has invested £14.0m in 14 portfolio companies in the period (compared to £10.4m in 14 companies in the same period last year), while the portfolio as a whole raised £36.7m in the period, an increase of more than £10m from last year. The Chief Executive also confirmed that after review, the management were now content that the company was fully capitalised for at least the next 2-3 years and did not anticipate any further equity fundraising over that period.

7. Peel Hunt were also commissioned to give an independent report on the status and value of the most significant underlying assets that support Innovations’ valuation: Nexeon and Circassia. The analysis and insight provided by Peel Hunt has given Members a far more comprehensive understanding of these companies, their developmental history and their future potential. Moving forward this will be of great benefit to the Board, to better hold the Imperial Innovations management to account from a strategic shareholder perspective, and to advise Council, should Council be faced with a strategic decision with regard to the holding.
8. **Clayponds.** The outright freehold disposal of Clayponds to Notting Hill Housing Trust is now complete. The £26,550,000 achieved delivered net proceeds to the College of £25,963,000. This is a very pleasing uplift on the £18m at which the site was valued last November. The deal completed on the 19\textsuperscript{th} of March, and we are no longer in occupation of the site.

9. **Wye 3 Masterplan.**

   a. A special meeting of the Endowment Board was convened in March to receive a draft of a mixed-use Masterplan addressing the development of the ‘Wye 3’ site at Imperial former campus. The Board reviewed the Masterplan – which contains a mix of residential, commercial and community uses, and a draft of the Masterplan will now be presented to the village at the end of April. The project team have gone to considerable lengths to consult widely with the village and take their views on board. Generally this approach has been appreciated, although there will be areas of contention when the draft is presented, largely focussed on the quantum of housing proposed. This is the inevitable fault line, as the scale of residential development required to achieve a viable future for the Wye 3 site, with desired levels of community use and protection, has always been in excess of the small scale level of residential increase that the community is comfortable with. Ultimately the planning authority will need to determine the right balance between the viability challenge and the scale of residential development.

   b. In terms of specifics, the decision was taken at this meeting that the Board will not enter into a long-lease with the Education Funding Agency (EFA) to allow a Free School to be based in the historic buildings in Wye until the Masterplanning is complete later in the year as to do so would prejudice the period of public consultation presently underway. Subsequent to this, the EFA have reverted to their original proposal to house the school in the Kempe Centre – the former Wye College library - on a temporary basis so that it can open this year. We have therefore agreed in principle to lease the Kempe Centre to the EFA for a maximum three-year period, subject to a number of stringent conditions to protect Imperial’s reputation and long-term interests. These include:

   - Clear evidence that the EFA have a range of genuine long-term options other than the Grade II listed element of Main Campus North, and genuinely view the Kempe Centre as a temporary solution. We have been reassured on this in writing and verbally by the EFA.

   - That the EFA and United Learning have the capacity to deliver the school in the Kempe Centre in time for the school to open this autumn.

   - A public statement from the EFA that this is a temporary arrangement, which has no bearing either on the long-term location of the school or our Masterplanning exercise.
The Endowment Board is of the view that the above provides sufficient certainty that housing the school there in the short-term will not create any long-term liabilities over and above the status quo, and will prevent the EFA from applying pressure to extend their term over three years. We are clear from a legal point of view that they have no security of tenure.

10. **Margravine Gardens, W6.** The College has taken possession of 74 Margravine Gardens, W6, located approximately 5 minutes from Barons Court tube station immediately to the rear of Charing Cross Hospital. The house was bequeathed to the College by the previous owner – who also owned the adjoining house – who used the house to provide subsidised accommodation for overseas postgraduates based at Charing Cross. It was left to Imperial to with a covenant in place that we continue to use the house to provide ‘reasonably priced’ accommodation for postgraduate students at Imperial, or disposed of, with the proceeds held in trust and used to provide financial assistance to postgraduate students at Imperial. The property’s size, location, layout, style and condition render it wholly unsuited to the College’s postgraduate accommodation portfolio. In line with College Endowment procedures a red book valuation has been carried out, which values the property at £580,000. An offer from the new owner of the property next door, whose plan to develop the two properties together means that they constitute a ‘special purchaser’, is very significantly in excess of this valuation. The Endowment Board approved the sale for a figure in excess of £800k, and we are now drawing up contracts, with a view to a swift completion.

11. **Pembridge Gardens Annex.** As reported previously, the decision was taken earlier in the year to withdraw the planning application for the re-development of Pembridge Gardens Annex, a former hall of residence in Notting Hill. Following this, meetings have taken place with the Royal Borough of Kensington and Chelsea (RBKC) and the Valuation Office Agency (VOA) to seek certainty prior to submission of the planning of the level of affordable housing provision within the application. We are in dialogue with the VOA daily now, and the application is compiled and ready to submit – with officers confirming that they will recommend approval - once the affordable point is agreed. This will take place before the end of April.

SN
April 13
The Development Report contains information which is commercially confidential and is therefore not included with these papers.
1. HEFCE monitors the risk of the institutions it funds and now shares its annual risk assessments with the each institution. Ours is attached at Annex A. (1)

2. HEFCE have asked us to share this with you. HEFCE has assessed that Imperial is not at higher risk.

3. If you have any questions I would be happy to seek to answer these either in advance or at the meeting.

---

1. The annex contains information which is confidential and is therefore not included with these papers.
A Note by the Rector

VICE-PRESIDENT (DEVELOPMENT AND INNOVATION)

Professor David GANN CBE, currently Deputy Principal of the Business School, has been appointed to the post of Vice-President (Development and Innovation), with effect from 1 April 2013.

ASSOCIATE PROVOST (INSTITUTIONAL AFFAIRS)

Professor Stephen RICHARDSON FREng, currently Deputy Rector, has been appointed to the post of Associate Provost (Institutional Affairs), with effect from 1 August 2013.

HEAD OF DEPARTMENT OF ELECTRICAL AND ELECTRONIC ENGINEERING

Professor Peter CHEUNG, has accepted an extension of his appointment as Head of the Department of Electrical and Electronic Engineering, with immediate effect, for a period of three years and eight months.

HEAD OF DEPARTMENT OF CHEMICAL ENGINEERING

Professor Andrew LIVINGSTON FREng, has accepted an extension of his appointment as Head of the Department of Chemical Engineering, with immediate effect, for a period of three years and eight months.

THINKSPACE STRATEGIC DIRECTOR

Miss Michele Linette MAPP, formerly Consultant to the Office of Financial Strategist, has been appointed to the post of ThinkSpace Strategic Director, Finance Division, Support Services, with effect from 1 February 2013.

DIRECTOR OF STUDENT RECRUITMENT AND OUTREACH

Mr Jonathan TINNACHER, currently Head of Student Recruitment, University of Leicester, has been appointed to the post of Director of Student Recruitment and Outreach, with effect from 8 April 2013.
DIRECTOR OF DEVELOPMENT

Dr John Patrick MCLOUGHLIN, formerly Managing Director (Europe), Global Philanthropic, has been appointed to the post of Director of Development, Communications and Development, Support Services, with effect from 1 January 2013.

DEPUTY DIRECTOR OF DEVELOPMENT

Ms Angela Trudeau BOWEN, formerly Head of Major Gifts, CASS Business School, has been appointed to the post of Deputy Director of Development, Communications and Development, Support Services, with effect from 21 January 2013.

DIRECTOR OF PRINCIPAL GIFTS

Ms Heather-Rose WILLIAMSON, formerly Head of Individual Giving, The British Museum, has been appointed to the post of Director of Principal Gifts, Communications and Development, Support Services, with effect from 4 March 2013.

PROFESSORS

Professor Timothy J AITMAN, currently Group Head and Section Chair, Physiological Genomics and Medicine Group, MRC Clinical Sciences Centre and Honorary Consultant Physician, Hammersmith Hospitals NHS Trust, has been appointed to the part-time post of Professor of Clinical and Molecular Genetics, Institute of Clinical Science, Faculty of Medicine, back dated to 1 April 2012, for a period of three years.

Professor Petr (Peter) CHERPANOV, currently Senior Group Leader, Clare Hall Laboratories, London Research Institute, Cancer Research UK and formerly Professor of Molecular Virology, Imperial College London, has been appointed to the part-time post of Professor of Molecular Virology, Department of Medicine, Faculty of Medicine, with effect from 1 February 2013 for a period of two years.

Dr Simone DI GIOVANNI, currently Assistant Professor, Consultant Neurologist, and Head of the Laboratory for NeuroRegeneration and Repair, Hertie Institute for Clinical Neuroscience, University of Tuebingen, Germany, has been appointed to the post of Chair in Restorative Neuroscience, Division of Brain Sciences, Department of Medicine, Faculty of Medicine, with effect from 1 September 2013.

Dr Marcin KACPERCZYK, currently Assistant Professor of Finance, Stern School of Business, New York University, USA, has been appointed to the post of Professor of Finance, Imperial College Business School, with effect from 1 August 2013.

Professor Thomas Ernst KNOPFEL, currently Head of Laboratory, The Brain Science Institute, Riken, Japan, has been appointed to the post of Chair in Optogenetics and Circuit Council 3rd May 2013
Neurosciences, Division of Brain Sciences, Department of Medicine, Faculty of Medicine, with effect from 1 April 2013.

**Professor Steven Charles LEY**, currently Staff Scientist, MRC National Institute for Medical Research, has been appointed to the part-time post of Professor of Molecular Immunology, Department of Medicine, Faculty of Medicine, with effect from 1 March 2013.

**Professor David Kenneth MILES**, currently on The Monetary Policy Committee of The Bank of England and formerly Professor of Financial Economics, Imperial College London, has been appointed to the post of Professor of Financial Economics, Imperial College Business School, with effect from 4 February 2013.

**Dr Victor L J TYBULEWICZ**, currently Head of Division of Immune Cell Biology and Joint Head of Infections and Immunity Group, MRC National Institute for Medical Research, has been appointed to the part-time post of Professor of Immune Cell Biology, with effect from 1 January 2013, for a period of three years.

**Professor Thomas N WILLIAMS**, currently Professor of Tropical Medicine, University of Oxford and Honorary Consultant Paediatrician, Oxford Radcliffe NHS Trust, Wellcome Trust Senior Research Fellow in Clinical Science, KEMRI/Wellcome Trust Collaborative Programme, Kilifi, Kenya, Africa and Honorary Consultant Paediatrician, Kilifi District Hospital, has been appointed to the post of Chair in Haemoglobinopathy Research (Clinical), Division of Infectious Diseases, Department of Medicine, Faculty of Medicine, with effect from 1 April 2013.

**READERS**

**Dr Mark D ISALAN**, currently Group Leader, Systems Biology, EMBL-CRG (European Molecular Biology Laboratory – Centre for Genomic Regulation), Barcelona, Spain, has been appointed to the post of Reader in Gene Network Engineering, Section of Integrative Cell Biology, Division of Cell and Molecular Biology, Department of Life Sciences, Faculty of Natural Sciences, with effect from 1 October 2013.

**Dr Renata KOSOVA**, currently Assistant Professor in Strategy, Subarea, Cornell University, Ithaca, New York, USA, has been appointed to the post of Associate Professor of Economics in the Organisation and Management Group, Imperial College Business School, with effect from 1 September 2013.

**Dr Mark OXBORROW**, formerly Glasstone Research Fellow, University of Oxford, has been appointed to the post of Reader in Functional Microwave Materials and Devices, Department of Materials, Faculty of Engineering, with effect from 28 January 2013.

**Dr Robert Georg PERNECZKY**, has been appointed to the post of Reader in Cognitive Impairment and Dementia, School of Public Health, Faculty of Medicine, with effect from 11 February 2013.
Dr Cesare ROBOTTI, currently Financial Economist and Associate Policy Advisor, Department of Research of the Federal Reserve Bank of Atlanta, USA, has been appointed to the post of Associate Professor of Finance, Imperial College Business School, with effect from 15 August 2013.

VISITING PROFESSORS

Dr Nessa CAREY, has been offered an association with the College as Visiting Professor, in the Department of Surgery and Cancer, Faculty of Medicine, with effect from 1 February 2013.

Professor Michael CATCHPOLE, has been offered an association with the College as Visiting Professor in the Department of Medicine, Faculty of Medicine, with effect from 1 March 2013.

Professor Costanza EMANUELI, currently Professor in Vascular Pathology and Regeneration, University of Bristol, has accepted an association with the College as Visiting Professor, Heart and Lung Institute, Faculty of Medicine, with effect from 14 February 2013 for a period of three years.

Dr Jose Ireneu dos Remedios FURTADO, has been offered an association with the College as Visiting Professor in the Department of Surgery and Cancer, Faculty of Natural Science, with effect from 1 January 2013.

Professor Vivette Ann Susan GLOVER, has been offered an association with the College as Visiting Professor in the Department of Surgery and Cancer, Faculty of Medicine, with effect from 1 January 2013.

Dr David HART, formerly Principal Research Fellow, Centre for Environmental Policy, Faculty of Natural Sciences, has been offered an association with the College as Visiting Professor, in the same department, with effect from 1 February 2013 for a period of three years.

Dr Alistair JONES, formerly Regional Resource Authority, BP, has been offered an association with the College as Visiting Professor in the Department of Earth Science and Engineering, Faculty of Engineering, with effect from 1 March 2013 for a period of three years.

Professor Mark LORENZEN, has been offered an association with the College as Visiting Professor in the Imperial College Business School, with effect from 1 February 2013.

Dr Richard MARTIN, formerly of Longwood Credit Partners, has accepted an association with the College as Visiting Professor in the Department of Mathematics, Faculty of Natural Sciences, with effect from 1 March 2013 for a period of three years.
Professor Gopalakrishnan (Gopal) NETUVELI, has been offered an association with the College as Visiting Professor, School of Public Health, Faculty of Medicine, with effect from 16 January 2013.

Professor Arogyaswami PAULRAJ, currently Emeritus Professor (Research) Stanford University and Senior Advisor, Broadcom Corp, has accepted an association with the College as Visiting Professor in the Department of Electrical and Electronic Engineering, Faculty of Engineering, with effect from 1 January 2013 for a period of three years.

Professor Deborah Claire SALTMAN, has been offered an association with the College as Visiting Professor in the School of Public Health, Faculty of Medicine, with effect from 1 January 2013.

Dr Ali TEHRANI, currently Agency of Health and Safety Executive HM Nuclear Inspector, Office for Nuclear Regulation, has been offered an association with the College as Visiting Professor in the Department of Materials, Faculty of Engineering, with effect from 1 March 2013.

Professor Anthony WATSON, has been offered an association with the College as Visiting Professor in the Department of Surgery and Cancer, Faculty of Medicine, with effect from 1 January 2013.

Professor Roger WHATMORE, has been offered an association with the College as Visiting Professor in the Department of Materials, Faculty of Engineering, with effect from 1 February 2013.

Professor Catherine WILLIAMSON, has been offered an association with the College as Visiting Professor in the Department of Surgery and Cancer, Faculty of Medicine, with effect from 1 February 2013.

Dr Neil WOODFORD, has been offered an association with the College as Visiting Professor in the Department of Medicine, Faculty of Medicine, with effect from 1 February 2013.

**RETIREMENTS**

Professor John Edward HARRIES, Chair in Earth Observation, Department of Physics, Faculty of Natural Sciences, retired with effect from 30 April 2013. Following his retirement he will continue his association with the College as a Distinguished Research Fellow for a period of three years.

Professor Donald Lambert Jesse QUICKE, Professor of Systematics, Division of Ecology and Evolution, Faculty of Natural Sciences, retired with effect from 28 February 2013.
RESIGNATIONS

Dr Maha Taysir BARAKAT, Reader in Metabolic Medicine, Department of Medicine, Faculty of Medicine, resigned with effect from 31 January 2013.

Dr Helena Maria GARDINER, Reader in Perinatal Cardiology, Department of Surgery and Cancer, Faculty of Medicine, resigned with effect from 19 April 2013.

Dr Sally Anne POWER, Reader in Ecosystems Ecology, Division of Ecology and Evolution, Faculty of Natural Sciences, resigned with effect from 31 January 2013 to take up a post as Associate Professor, University of Western Sydney.

Dr Nicola ROGERS, Director of Student Recruitment, Educational Quality Office, Support Services, resigned with effect from 22 February 2013 to take up a post at Brunel University.

Professor David Lee (Dave) WARK FRS, Chair in High Energy Physics, Department of Physics, Faculty of Natural Sciences, resigned with effect from 17 March 2013 to take up a post at Oxford University.

Professor Catherine WILLIAMSON, Professor in Obstetric Medicine, Department of Surgery and Cancer, Faculty of Medicine, resigned with effect from 31 January 2013.

DEATH IN SERVICE

Dr Brigitte A ASKONAS FRS, Visiting Professor, National Heart and Lung Institute, Faculty of Medicine, died on 9 January 2013.

Dr Joachim Hans Georg STEINKE, Reader in Polymer Chemistry, Department of Chemistry, Faculty of Natural Sciences, died on 7 January 2013.
PAPER K – FOR INFORMATION

MAJOR PROJECTS REPORT

A Note by the Chief Operations Officer

IMPERIAL WEST BUILDING C (ACADEMIC RESEARCH BUILDING)

1. Improvements to the original design of this building have now been completed to increase both the amount (an increase in floor area of circa 15%) and flexibility (to provide the potential for up to 40% laboratory use within the building in the future) of developed space. This will better respond to the needs of tenants which will be identified at a later date and subsequent changes in use over the building's life-span.

W3

2. Berkeley First started on site in mid-February when demolition of the former office building commenced. The next phase will be the piling, which will begin mid-May. The hoarding to the demolition area was erected at the beginning of April and Imperial will customise this to promote the College's new accommodation facility. The Imperial Estates and Campus Services teams are actively involved in progress monitoring and review of the construction with Berkeley First and will be inputting on design preferences throughout.

3. Construction works and fit-out are on schedule to be completed by July 2015 with handover scheduled for 28 August 2015. Interior design concepts are currently being produced for initial review by the Imperial team. In response to the significant interest in this project by the student population, a student working group (incorporating student representatives, wardens and the Student Union) is being assembled to form part of that review team and will be consulted at key stages of the project, ensuring that all stakeholders are fully involved in the design of their own amenity space.

LEVEL 0, SHERFIELD BUILDING

4. Russell Cawbury completed the enabling works package on 8 March which included stripping out all redundant services, removal of asbestos and demolition of internal walls. A new safe room, cleaning room and security staff rest room have been constructed. The main
contract works have now commenced, with Russell Cawbury being appointed as the contractor on 25 March after a thorough tender process.

5. The major risk to this project had been the planning permission which had received objections from adjoining residents in Alexandra Court, primarily concerning noise levels from the deliveries and extra roof plant. In order to address these concerns, the College made a number of amendments to the scheme. Based on these adjustments, the Knightsbridge Association submitted a letter of support to the planning officer and on 9 April the application was approved by the planning committee. The agreed programme schedules handover for 13 September 2013. Discussions continue between Campus Services and the Student Union about the possibility to sub-contract the bar service.

WILSON HOUSE

6. Unforeseen issues associated with removal of existing asbestos delayed the anticipated start date of the refurbishment by four and a half weeks. However, a number of mitigation opportunities were identified and the overall delay has now been reduced to three weeks. The structural works to the basement and new kitchen are largely complete with the installation of new rooflights on-going. A finished sample room was recently presented to the Project Board. The contractor, Overbury is reporting that the planned completion date for the refurbishment is currently 16 September 2013.

7. It has been established that a new sub-station is required by UK Power Networks. In addition to the new sub-station, there have been a number of minor changes to the refurbishment and new-build. To meet the College occupation dates of 28/29 September, it will be necessary to submit the revised design and amendment information to the planning authority whilst the works progress at risk on site. Imperial’s planning consultant’s assessment is that this is low risk and alternative temporary measures are in place should they be required to ensure power is available for occupation end September.

8. Manufacture of the modular pod units for the new build portion of the project continues at the factory and these will be inspected by the Imperial project team prior to
installation on site. Overbury is reporting that the planned completion date for the new-build is currently 3 October 2013, so the team is looking at ways in which the current delay can be mitigated to meet the College’s requirements for occupation.

ST MARY’S LIBRARY

9. The project completed on time and is of a high quality. The new a/c, staircase and revised layout have been installed in an empathetic manner respecting the original oak joinery features.

AMP

10. Planning permission has been granted for the cladding replacement and extended roof top plant room on the main Mechanical Engineering building. Enabling works in the annexe are progressing well and design of the next stage of refurbishment is at Stage E. Main contractors are being shortlisted for the next phase of works.

ALUMNI CENTRE / COLLEGE CAFÉ

11. The Alumni Centre / College Cafe project located off the main entrance to the College will start operating from the start of the Summer Term (Monday 29th April).

12. The Alumni Centre will offer a versatile functional space for alumni focused activities, designed to maximise access and enjoyment of the College for the Alumni community with the aim of:

   a. providing a dedicated space for Alumni visiting the College;

   b. encouraging greater Alumni interaction with the College.

13. The College Cafe will be open to all staff and students and provides an additional 85 seat unit with a new food offering.