

NETWORK AFFILIATION AGREEMENT

Between

(1) THIRD AGE TRUST

(2) TITLE OF NETWORK

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

(2) Network U3A **1211388**) of 73 Highcliffe Road, Sheffield, S11 7LP, a network of u3as in the **Yorkshire & Humber Region (YAHR)**

Background

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

Networks are defined as any regional grouping of u3as that choose to meet on a regular basis to discuss issues of mutual interest. They can vary in size and character from an informal network of three u3as to a formal one of 50 u3as. "Networks" is a generic name as these associations of u3as operate under a number of different names. Membership of a Network is not limited to u3as within one of the Trust's own Regional structure (three devolved nations and nine English Regions.)

The Network aims to:

- Enable u3as in **YAHR** to work together to further the principles, aims and activities of the u3a movement;
- Organise joint training;
- Help u3a Trustees, Interest Group Leaders, and other volunteers, collectively share their knowledge and expertise with other u3as;
- Support the Regional Trustee, Training and Regional Support Manager, and the Trust, to enable the launch of new u3as in YAHR;

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

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

This NAA is an expression of co-operation and collaboration by the parties. It does not and is not intended to create any legal relationship between the parties whatsoever and any breach of any of its terms by either party shall not give rise to legal liability. The Brand Licence is intended to have legal effect.

Network Affiliation Agreement Terms

Partnership Agreement terms

A. Both parties to this agreement should:

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

B. The Trust will:

1. Provide public liability insurance for the Network.
2. Provide a range of support materials for the Network's activities that assist it in achieving its objectives.
3. Support the organisation of the Network.
4. Provide bespoke assistance, advice and guidance to the Network.
5. Communicate regularly with the Network.
6. Organise Network Link meetings for all u3a Networks so that they can learn from each other.
7. Support the Network in the process of registering as a Charity, where required.
8. Provide affiliated networks with access to Beacon (free of charge). Please note, a network must have signed this agreement to qualify.

C. The Network will:

1. Determine its own activities. What the Network does is likely to depend on local opportunities and member's interests within the Network. It is up to each Network to decide which activities to take part in and how much to do.
2. Adopt its own constitution, unless the network is very informal. Model constitutions are available for this purpose from the u3a office or Chair of Network Link, depending on the formality of the network.
3. Ensure that all its activities are lawful and/or in line with the Trust's policies and guidelines.

4. Promote the Trust's template policies which set out standards of good practice and management, particularly in relation to conduct, complaints, diversity, risk management and safeguarding.
5. Ensure that it complies with the terms of any group insurance policy or guidelines issued by the Trust in relation to insurance.
6. Encourage members to attend relevant Trust training opportunities and networking events.
7. Ensure effective communication between the Network and the Trust.
8. Hold regular, accessible meetings that are open to all members of the Network and keep minutes of their meetings.
9. Enable all u3as within the Network area to join the Network and participate in its activities.
10. Keep records of its income and expenditure, assets and liabilities. These records should be open to members of the network.
11. Seek the consent of the Trust before applying to be registered as a charity with the Charity Commission, the Charity Commission for NI or OSCR. If the Trust gives consent for a Network to apply to the relevant Charity Commission for charitable status, the Trust is required to actively monitor the process of application. This includes notifying the Trust of each stage of the application, providing a copy of all correspondence between the Network and the relevant Charity Commission when submitted or received, and informing the Trust of the outcome of the application once known. This is to protect the reputation of the Network, Third Age Trust and the u3a movement.

Termination

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

Use of Name and Logo

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

Data Protection and Confidentiality

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

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



Contact Details

Third Age Trust:

Network:

The Network will send to the Trust an up-to-date list of the relevant contact point (**Chair and / or Business Secretary**).

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

Signatures

Signed on behalf of THIRD AGE TRUST by

Signed on behalf of *u3a Yorkshire and Humber Region* NETWORK by

Brian Cave – Vice Chair

Dated: 13th December 2024

Appendix A – Brand Copyright Licence



APPENDIX A – BRAND COPYRIGHT LICENCE

THIS LICENCE IS DATED ...13th December 2024.....

BETWEEN

The Third Age Trust (a Private Limited Company by guarantee without share capital use of 'Limited' exemption) incorporated and registered in England and Wales with company number 01759471 whose registered office is 156 Blackfriars Road, London SE1 8EN ("Third Age Trust").

u3a Yorkshire & Humber Region NETWORK 73 Highcliffe Road, Sheffield, S11 7LP

The definitions set out in clause 11 below apply in this licence.

1. **Grant.** Third Age Trust hereby grants to the Licensee a non-exclusive, non-transferable, non-sublicensable, revocable, royalty-free licence to Use the Logo.
2. **Conditions of Use.** The Licensee undertakes that any Use of the Logo must be a faithful, accurate reproduction of the Logo and it shall comply with any conditions or directions stipulated by Third Age Trust in connection with Using the Logo from time to time, including that where possible and practicable that the Licensee shall procure that every reproduction of the Logo will be marked with a notice in the following terms: © & TM The Third Age Trust (2024). The Licensee must not alter, edit, crop, distort, adapt or otherwise change the Logo in any Use.
3. **Ownership and protection of copyright.** The Licensee acknowledges that Third Age Trust retains ownership of all copyright and rights in the nature of copyright in the Logo. The Licensee must immediately notify the Third Age Trust in writing (by post to the attention of the CEO, or by email to ceo@u3a.org.uk) giving full particulars if any of the following matters come to its attention:
 - 3.1 any actual, suspected or threatened infringement of the copyright in the Logo;
 - 3.2 any claim made or threatened that the Logo infringes the right of any third party; and
 - 3.3 any other form of attack, charge or claim to which the copyright in the Logo may be subject.
4. **Conduct of claims.** In respect of the matters listed in clause 3, Third Age Trust has sole discretion to decide what action to take if any and, should Third Age Trust decide to take action, it will have full control over and conduct of all claims and proceedings. If requested by Third Age Trust, the Licensee must co-operate fully with Third Age Trust by taking any steps reasonably required by Third Age Trust. For the avoidance of doubt, the provisions of sections 101 and 101A of the Copyright, Designs and Patents Act 1988 (as amended, extended or re-enacted from time to time) or equivalent legislation in any jurisdiction are expressly excluded.
5. **Term.** This licence shall commence on the date stated at the beginning of this licence and shall continue unless terminated in accordance with clause 6.



6. **Termination.** Third Age Trust shall have the right to terminate this licence after six months and in addition:
 - 6.1 with immediate effect if the Licensee commits a breach of any of the terms of this licence which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of three (3) calendar days after being notified to do so;
 - 6.2 on giving the Licensee not less than three (3) calendar days' written notice if, during the term of this licence, the Logo is withdrawn from use by Third Age Trust; or
 - 6.3 on giving the Licensee not less than fourteen (14) calendar days' written notice of termination.
7. **Consequences of termination.** On termination of this licence:
 - 7.1 all rights granted pursuant to this licence shall cease immediately;
 - 7.2 the Licensee shall cease to make any use of the Logo immediately;
 - 7.3 within seven (7) calendar days after the date of termination, the Licensee shall promptly destroy or, if Third Age Trust so elects, deliver, at the Licensee's expense, to Third Age Trust (or any other person designated by Third Age Trust), all materials or content created under the licence incorporating the Logo which are in the Licensee's control, power or possession at the date of termination.
8. **General provisions.** This licence constitutes the entire agreement between the parties in relation to a licence of the Logo and supersedes and extinguishes all previous agreement between them. No failure of delay by a party to exercise any right or remedy provided under this licence or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No variation of this licence shall be effective unless it is in writing and signed by the parties (of their authorised representatives). If any provision or part-provision of this licence is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this licence. No one other than a party to this licence shall have any right to enforce any of its terms.
9. **Counterparts.** This licence may be executed in any number of counterparts, each of which when executed shall constituted a duplicate original, but all the counterparts shall together constitute the one agreement.
10. **Governing law and jurisdiction.** This licence and any dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Licence or its subject matter or formation (including non-contractual disputes or claims).
11. **Definitions.**

11.1 **Logo** means the u3a logo:



11.2 **Use** or **Using** means reproduce in signage, and advertising and promotional materials.

This licence has been entered into on the date stated at the beginning of it.

Signed by 

Print name ...Iain Cassidy.....

for and on behalf of **THE THIRD AGE TRUST**

Director

Signed by *Brian Cave*

Print name ...Brian Cave.....

for and on behalf of **u3a Yorkshire & Humber Region**

Vice-Chair & Trustee

u3a	Network Affiliation Agreement			The Third Age Trust
Version	Description of changes		Date of change	Review date
1.0	Original document		2020	2024
2.0	Updated document to bring into line with current u3a language and ways of working (e.g. where job titles have changed and remove use of fax), also addition of point B.8.		June 2024	June 2026