

## **GSA Graduate Group Procedures**

### **1. Background**

---

In keeping with the purposes stated in the GSA's Constitution, GSA encourages the formation of graduate student groups, recognising that they are an effective way of promoting student interaction, welfare and cohesion within the University's diverse graduate student population.

GSA encourages graduate groups to affiliate with the GSA, in order to directly gain benefits from GSA's support services.

Affiliation with GSA is generally open to groups of students who share a similar academic discipline or location, (e.g. course, department, school, faculty, research centre, outstation or field of research), or a common social interest that helps build and sustain a community of students.

Each graduate group must be unique and therefore not have substantially the same aims or membership as another affiliated group. A new group which has similar membership to an existing affiliated group must demonstrate a clear need for the affiliation of the new group.

These Procedures set out how the following will take place:

- Affiliation of graduate student groups with GSA;
- Reporting required of affiliated groups;
- Disaffiliation and re-affiliation; and
- How graduate student groups may receive funding from GSA.

### **2. Process for Affiliation**

---

The nature of affiliation is that of a contract between GSA and the group seeking affiliation.

The terms of this contract are that the group is a separate entity to GSA, and GSA is not liable for the actions of the group, nor for the actions of its office bearers and members.

#### **2.1. Requirements for Affiliation**

A group wishing to affiliate with GSA must provide the information and documents meeting the requirements as published on the GSA's website from time to time. These Requirements may differ for newly-established groups compared to established groups. The group must pass a resolution at a general meeting (which may be the inaugural general meeting for newly-established groups) which resolves to affiliate with GSA; or in a manner that is consistent with the existing constitution of the group.

#### **2.2. Constitution**

Every group must have a current, valid, constitution which has been ratified at general meeting of the group and which describes, as a minimum:

- procedures and quorums for general meetings (inaugural, and annual and special);
- the executive structure of the group,

- a restriction that the group operates as a not-for-profit entity, and that on the winding up of the group any assets may not be distributed to group members, but may only be transferred to another not-for-profit group which has similar objectives;
- the aims of the group, in accordance with regulation 2.3 below;
- membership requirements, in accordance with regulation 2.4 below; and
- appropriate disciplinary and dispute resolution procedures.

Information regarding group constitutions will be available from GSA's website.

### **2.3. Aims**

Groups must identify at least one aim in their constitution that shows that the key aim(s) of the group satisfies one or more of the following:

- "To enhance the academic and professional life of [Dept. or Location Name] Graduate students."
- "To provide academic support to fellow graduates and thus foster communication of research ideas and collaborations."
- "To promote interaction, welfare and cohesion between graduate students."
- "To support the academic endeavours of graduate students and to act as a representative group of graduates within the department."

GSA will not approve the affiliation of any group whose constitution:

- a) Does not have at least one legitimate and achievable aim;
- b) Contains aims that promote racial, sexual or religious discrimination, or vilify any person or group;
- c) Does not have at least one aim that differentiates it from other affiliated graduate groups;
- d) Suggests activities that would not be covered by the group's (or GSA's, as the case may be) public liability insurance;
- e) Has an aim or purpose which contradicts a University statute;

and the GSA Executive reserves the right to refuse affiliation on reasonable grounds (including without limitation groups which are closely affiliated with political parties, or whose aims or objectives breach prevailing social, religious or ethical norms), but must provide reasons for any such refusal.

### **2.4. Membership**

To obtain and maintain affiliation with GSA, a group must:

- a) have at least six members who are graduate students; and
- b) have at least 75 per cent of members who are graduate students.

### **2.5. Initial Affiliation**

To affiliate, a group must provide GSA with the requisite documentation required from time to time. Details of this documentation are available on GSA's website.

The GSA Executive will consider a group's affiliation application and, if successful, the GSA will send written acknowledgment of the group's affiliation.

A group is affiliated from the date of approval by GSA executive for a period of up to two years - until May 31st in the second year after its affiliation.

## **2.6. Re-Affiliation**

The deadline for re-affiliation with GSA is May 31<sup>st</sup> and each period of re-affiliation is for two years.

The process for re-affiliation and the requisite documentation are available from GSA's website.

If the GSA Executive is satisfied with the re-affiliation documentation, it will re-affiliate the group; the GSA Executive may grant retrospective re-affiliation where appropriate.

## **2.7. Records**

GSA will maintain on its website a list of all affiliated graduate groups and their contact details.

An affiliated group must provide updated information about the group for this website on request from GSA.

## **2.8. Communications**

The group must maintain and provide GSA with a group-specific email address (i.e. not a personal address of an office bearer), together with details of any other way it communicates with its members, and with details of each social media profile used by the group. The group must provide GSA with updated details promptly after any change or addition.

Within two weeks of the initial affiliation, and within two weeks of the start of each subsequent semester after that, the group must send a communication to all of its members informing them of the group's affiliation with GSA and provide details about GSA and a link to GSA's website, as provided by GSA.

From time to time, GSA may request that groups send out communications to its members (by email and/or via social media platforms) about key GSA events such as the Grad Ball and relevant GSA O-Week activities, and groups will comply with any such reasonable request.

Any website or social media homepage maintained by a group must feature the GSA logo, and (where possible) the GSA logo should be included on all communications sent to the group's members

# **3 Disciplinary Action**

---

## **3.1 Grounds for Disciplinary Action**

GSA may take disciplinary action against a group which does any one or more of the following:

- a) deliberately fails to fulfil obligations under these procedures;
- b) acts in a manner that contradicts or breaches its own constitution;
- c) misappropriates funds received from GSA ;
- d) is not composed of at least 75% University of Melbourne graduate students;
- e) damages, defaces or steals property of GSA;
- f) fails to comply with requests from the GSA Executive or staff to produce a document, financial statement, record or other material, including failing to

properly cooperate and /or provide reasonable assistance and documentation in the conduct of an audit under clauses 4.8 and 4.9 below;

- g) participates in or encourages criminal activity;
- h) promotes or engages in any discriminatory or violent acts, or acts which otherwise breach the policies of the University;
- i) defaults on a repayment of any debt to GSA or the University;
- j) loses or damages an asset that is owned by GSA, or misuses the GSA logo;
- k) breaches the University rules in a way that has a tangible negative impact on the facilities and services available to all Graduate Groups.

### **3.2. Types of disciplinary action**

GSA may take one or more of the following disciplinary actions:

- a) disaffiliation;
- b) suspension of grants and funding for a period of up to twelve months;
- c) suspension of use of all GSA facilities available for graduate groups for a period of up to twelve months;
- d) placement of the group on probation for up to 12 months. If a graduate group breaches the terms of its probation, further disciplinary action may be taken;
- e) require re-payment of any unspent funds from the group that was provided by the GSA, or the amount of any funds already spent by the group that were not used for the purpose that the funds were provided.

### **3.3. Procedure**

If the GSA Executive Committee is reasonably satisfied that ground for disciplinary action may exist against a group, the GSA Executive Committee may issue a “Show Cause” notice to that group, using the contact email address provided by the group.

The Show Cause notice must specify with sufficient detail the nature of the ground for disciplinary action such that the group is able to investigate the claim and respond.

The group must provide a written response to the Show Cause notice within five academic days’ notice or 10 non-academic days, as the case may be, which response must be sent by email to the General Manager of GSA or his or her nominee.

The GSA Executive Committee must meet as soon as is practicable after GSA receives the written response from the group, and must determine (by simple majority and acting reasonably in all the circumstances) whether the written response shows sufficient cause that disciplinary action should not be taken.

If the GSA Executive Committee determines that disciplinary action should be taken, then it will also determine (by simple majority and acting reasonably in all the circumstances) the nature of the disciplinary action to be taken, notice of which must be promptly given to the affected group.

### **3.3. Appeals**

#### **3.4.1 Graduate group appeals**

The graduate group being disciplined may appeal to the GSA Council in writing within 10 academic days or 25 non-academic days of the final notice of discipline.

#### 3.4.2 Status of group until appeal

Any graduate group which has been disciplined is not entitled to any benefits of the GSA until the period of appeal is finished.

#### 3.4.3 Decision is final

The decision of the GSA Council is final.

### **3.5. Cancellation**

3.5.1 The GSA Council may cancel the affiliation of a group if this action is requested by the group's committee of management, following a General Meeting of the group called for the purpose of winding up.

3.5.2 The group must provide GSA with a reconciliation of any funding provided to the group by GSA in advance; GSA may require that the group refund to GSA any unspent funds, or transfer to GSA any assets purchased by the group with funds provided by GSA.

3.5.3 The group must cease use of the GSA logo, and any other material which indicates affiliation with GSA, within 21 days after confirmation of cancellation of the affiliation. If the group fails to do so, GSA may take whatever legal or other action is required to enforce GSA's rights.

3.5.4 The group is liable to GSA for GSA's legal and other costs and charges in the recovery of funds or protection of GSA's intellectual property and goodwill as provided for in this clause 3.5.

## **4. Funding Applications**

---

**4.1.** The GSA Council may allocate a line item for the funding of graduate group activities in the annual budget, and determine an annual funding amount or basis per group.

**4.2.** There will also be 'special grants' funding available, subject to a separate application and approval process for each grant request.

**4.3.** Funding will be allocated to groups on an annual basis.

Depending on the size of the group, funding may be provided via monthly reimbursement of receipts, via cash advances, via transfers or by a combination of these, as determined by GSA from time to time.

**4.4.** Graduate groups that receive funding may not use funds for any purpose other than those listed for the time being in Student Services and Amenities Fees – Categories of Services and Core Functions, a copy of which is available from GSA's website.

**4.5.** Each affiliated group must provide the GSA with the level of reporting required of a group of its size and within the reporting dates as detailed in the GSA Reporting Requirements, a copy of which is available GSA's website.

**4.6.** GSA funds not spent must be reported to the GSA at the end of the funding term for groups which qualify to receive funding in advance. The GSA Council may impose limits from time to time as to the level and / or amount of funds which a group may accrue from one funding term to the next.

### **GSA's right to audit**

**4.7.** By agreeing to affiliate with GSA, each affiliated group agrees that GSA may, from time to time, carry out audits of affiliated groups to ensure amongst other things:

- correct and accurate reporting of monies claimed and received from GSA, and how it has been spent (or not, as the case may be);
- correct and accurate reporting of minutes of Group meetings, as submitted to GSA; and
- correct and accurate reporting of membership numbers on databases, or numbers submitted to GSA for the purposes of calculating membership and funding entitlement.

**4.8.** Groups to be audited may be selected at random or by design, and each selected group will provide all reasonable assistance and documents requested by GSA to facilitate the audit.

**4.9.** GSA must ensure that any audit is carried out so as not to breach any applicable Commonwealth or University Privacy regulations, and will not result in databases or personal information being transferred from the Group to GSA.

## **5. Liability and Care**

---

**5.1.** GSA has no liability (joint, several, fiduciary or otherwise) for the activities of graduate groups, and except where expressly provided for in this regulation 5, groups are not covered by GSA's public liability insurance policy.

**5.2.** If a group wishes to have an event or activity covered by GSA's public liability insurance policy, the group must apply online for an extension of GSA's policy to cover such event or activity, and must provide all requested information within the relevant timeframe. Approval of such cover will be made at the discretion of GSA, which approval will not be unreasonably withheld.

## **6. Transition**

---

**6.1.** These regulations take effect from 1 March 2016.

**6.2.** The transition period for current graduate groups will be until 31 May 2016 for affiliation processes.

## 7. Definitions

---

In these regulations:

- “academic day” means a working day on which teaching occurs during first or second semester of the University's academic year, which is the period commencing on the first day of semester one and concluding at the end of the annual examination period, but excluding the vacation period between semester one and semester two.
- 'graduate student' means a student currently enrolled in a higher degree course offered by the University;
- The ‘GSA’ refers to the University of Melbourne Graduate Student Association;
- ‘GSA Executive Committee’ means the GSA Executive Committee of Council; and
- The ‘University’ refers to The University of Melbourne.