

Lincoln Bishop University

Document Administration

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Scope	<p>This policy applies to all academic and departmental staff involved in Collaborative Provision at Lincoln Bishop University. This is the guiding document for prospective partners, validated and franchised partner institutions, and any institution with whom joint awards are established.</p> <p>The Code of Practice should be read and applied in conjunction with the Memorandum of Agreement for specific partners, programme documentation and the University's relevant Codes of Practice as referenced herein.</p>
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Version Control Table

Version Number	Date Authorised	Summary of key changes
1.0	12 December 2018	Policy document first established
2.0	7 March 2023	Updates and nomenclature amendments to document.
3.0	18 December 2025	Clarification of process and update to University name throughout document. Alignment with OfS Condition E8 relating to sub-contractual responsibilities.

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1 Introduction

- 1.1. This Code of Practice sets out the arrangements governing collaborative provision and is intended to comply with relevant sections of the Office for Students [Regulatory Framework for Higher Education in England](#), particularly with regard to arrangements relating to sub-contractual provision under Condition E8, and the Quality Assurance Agency's [UK Quality Code for Higher Education](#). It relates to UK partnerships and transnational education (TNE)/ international partnerships. Due diligence underpins the University's approach to its business relationships with UK and international collaborative partners. This Code of Practice encompasses a risk-based approach to ensure academic rigour, operational robustness, regulatory compliance and high-quality programme delivery.
- 1.2. Collaborative provision is defined as educational provision leading to an award, or specific credit toward an award, of **Lincoln Bishop University** (hereinafter referred to as the University), which is delivered and assessed through an arrangement with a partner organisation (herein after referred to as the Partner). The term *collaborative provision* is understood to cover all types of academic programmes delivered through such a partnership arrangement. This includes franchise arrangements, in which the funded student numbers rest with the University, and validation-only arrangements, in which the Partner is directly funded for the student numbers enrolled on collaborative programmes. In all such cases of collaborative provision, the University is the degree-awarding body. Arrangements for international exchange programmes do not fall within the remit of this Code of Practice.
- 1.3. The University will maintain a current register of all partners with whom it has entered a collaborative arrangement and of the programmes which have been approved for delivery through such an arrangement. This information will be publicly available on the University's website. The register and other information relating to the collaborative arrangements will be held by the Academic Partnerships Office and/or the International Office.
- 1.4. The approval of collaborative arrangements takes place through a two-stage approval process. The first involves an institutional agreement whereby an organisation is formally approved as a suitable partner for the delivery and assessment of programmes leading to an award of the University. This formal recognition is recorded within a Memorandum of Agreement. The specific financial arrangements which apply to the partnership will be set out in the Memorandum of Agreement. The second stage involves the validation and/or approval of academic programmes of study, which will operate under the terms of the MOA. Programmes of study may be approved for delivery through a collaborative arrangement only in cases where institutional approval has already been secured, and the programme has been validated by the University. If there is a specific programme articulation required as part of the partnership, this will be undertaken following Institutional Approval.
- 1.5. In all academic, collaborative partnerships, in accordance with regulatory frameworks, the University retains responsibility for ensuring the academic standards and academic quality of the programmes it validates, and which are delivered in its name. To enable the University to meet its obligations, rigorous quality assurance and monitoring processes are integral to the University's approach to and management of academic partnerships. **All collaborative partnerships are subject to a one-year probationary period, at the end of which there will be a detailed quality review.**

Types of Partnership

- 1.6. For the purposes of this Code of Practice and the University's operation of collaborative provision, the University's institutional, academic partnerships are defined below. Appendix A provides more detail of the responsibilities of the University and the Partner in these types of partnership.

Franchised partner. Students normally have a direct contractual relationship with the University and the Partner. Students are included within the University's student number for the purpose of certain data returns. They are enrolled as students of the University. They may have access to all or some of the University's wider services as set out in the Memorandum of Agreement. The University authorises a franchised provider to deliver a programme of learning (or part thereof) that is validated by the University and approved for delivery at the Partner. The University retains direct responsibility for monitoring the programme delivery and its academic standards, and quality assurance. The application of academic codes is controlled by the University and may be undertaken via joint panels as appropriate. Examination boards and external examining processes are conducted by the University as the awarding body. Where students are enrolled at a UK-based Franchised Partner, they will be included in the University's student population. They will be included in and subject to the University's Access and Participation Plan.

Validated Partner. Students normally have a direct contractual relationship with the Partner. The Partner is responsible for its own student number and data returns. The University agrees to approve a validated provider to deliver a programme of learning (or part thereof) that is validated by the University for delivery at the Partner. The application of some academic codes is delegated to the delivery organisation, with the expectation that these align as far as possible to the practices of the University. The University will monitor academic standards and academic quality through rigorous and routine processes of quality assurance. Examination boards and external examining processes are conducted by the University as the awarding body. There is an expectation that UK validated partners will be registered with the Office for Students, and accordingly, have their own Access and Participation Plans.

Joint Award. An arrangement under which two or more awarding bodies together provide a programme leading to a single award made jointly by both, or all, participants. A single certificate or document (signed by the competent authorities) attest to the successful completion of this jointly delivered programme, replacing the separate institutional or national qualifications.

Articulation Agreement. A formal arrangement between the University and an external organisation that facilitates students' direct admission to one of the University's programmes, or at an advanced stage. This admission is granted based on academic credit awarded by an external organisation, which the University has agreed is equivalent to study which would otherwise have been undertaken as part of the University's equivalent programme. The University categorises its Articulation Arrangements as follows:

- **Guaranteed Entry** – All students who successfully complete a pre-identified and agreed curricula at a designated external organisation are guaranteed admission to an agreed advanced point of a specified programme of the University, subject to an individual application.

- Right to Apply – Any student who successfully completes a specified curricula at a designated external organisation has the right to apply to a pre-determined advance point on a specified programme of the University, subject to an individual application.

Institutional Approval is not necessarily required for Articulation Agreements, however in some instances, for example, should the University wish students on one of its programmes to study part of that award elsewhere, due diligence and formal scrutiny would be appropriate.

Flying Faculty Arrangements Flying faculty arrangements enable a University-validated programme, or part of a programme to be delivered at another site. In the UK for example, a local school or college. This might be proposed, for example where a significant cohort of learners is based at the same site, or there are specialist resources at a specific location. Students in flying faculty arrangements are enrolled as students of the University. The host venue may be invited to support the programme, for example, providing guest speakers, or loaning resources. Institutional Approval is not normally required for stand-alone, UK-based flying faculty arrangements because the University remains wholly responsible for the delivery of learning and teaching, assessment and quality assurance. However, some due diligence is necessary, for example health and safety, insurance, liability and general suitability of the environment. This will require a site visit and visit report. Proposals for UK-based flying faculty arrangements are processed through Faculty Executive Group and University Executive Group. This process intends to assure the University of a suitable and equitable student experience, and to protect the integrity of programmes of learning delivered in the University's name.

In the case of international partnership arrangements, there may be some requirement for the University to deliver some of the programme in the style of a flying faculty, at an overseas institution. The need for this type of delivery and the relevant risk assessment will form part of the institutional approval and Memorandum of Agreement in such cases. The specifics of the arrangement may vary depending on the host country. The International Office will work together with the Quality Office to determine what level of approval is required.

Programmes of Learning

1.7. **Programme validation** is the process of enabling a programme of learning to be added to the University's portfolio of programmes that lead to an award of the University, with due Quality Assurance safeguards. This is undertaken in accordance with the Code of Practice for the Validation of Programmes. **Programme approval** is an additional process by which the University enables a Partner to deliver a validated programme leading to an award of the University. In Collaborative Provision, this might involve one or more of the following:

- The University approves a Partner to deliver and assess part or all of one of the University's own, currently validated programmes, leading to an award of the University. Such a programme might be delivered concurrently by the Partner and the University, and/or other partners, with a standardised curriculum across all sites of delivery.
- The University develops a programme specifically for Collaborative Provision and approves one or more Partners to deliver it.
- The Partner develops a programme, which the University validates and approves to be delivered by the Partner, leading to an award of the University.

- The University and the Partner develop a programme collaboratively. The University validates and approves the programme to be delivered by the Partner, or jointly with the University, or concurrently at each institution.

Where the programme is developed by the Partner, support with authorship may be provided by the University. Programmes authored at the University specifically for future approval at one or more Partners, and subsequent re-validations thereof should, wherever possible, be informed by consultation with the relevant Partner(s). If the proposed programme has previously been validated by another Higher Education Institution, it must be updated and amended before being presented for validation and approval by the University. In all cases, programmes must be validated and approved by the University for delivery by a Partner. In each case the University will determine that the programme is of an appropriate standard and quality to lead to one of the University's awards, that the Partner is suitably resourced for its delivery, and that due Quality Assurance safeguards are in place. The copyright of programmes that are validated by the University and delivered in its name will normally rest with the University. However, if the programme is authored solely by the Partner, the University will normally defer to the Partner in the event of intellectual property being utilised elsewhere.

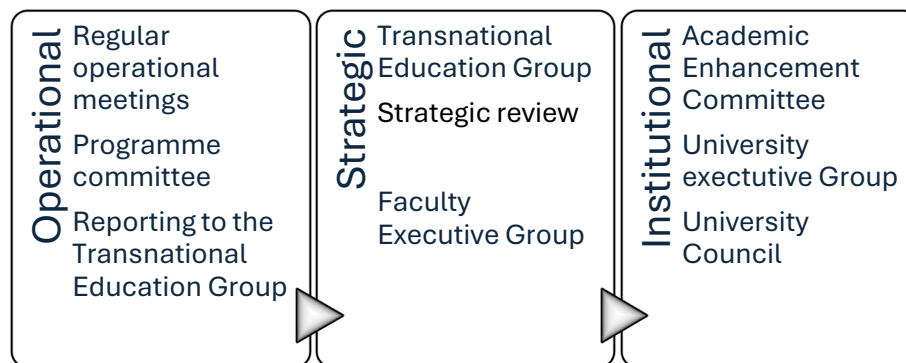
- 1.8. Appendix B shows the internal and external documentation used to steer Institutional and Programme Approval processes, and to create audit trails. There is normally an administration fee for Institutional and Programme Approval. Illustrative costs are included in the Initial Interest Form completed by prospective partners, and details of the current rates can be obtained directly from the University. Payment would typically be expected in advance of an Approval Event.
- 1.9. Institutional re-approval and re-validation/ re-approval of academic programmes are required periodically to enable the continuation of the partnership and programme delivery. The timeframes will be established in advance. There is normally a fee for such re-approval activities.

Governance Structure

1.10. The University manages its collaborative provision with academic partners through an internal governance structure, from strategic level to operational day-to-day programme management.



Governance: UK partnerships



Governance: International Partnerships

2 New Partnerships

- 2.1 The Academic Partnerships Team and/or International Office (as appropriate) will review any initial approach or informal proposal which might lead to a formal partnership and the delivery of the University's programmes with or by a franchised or validated partner. For new partnerships being explored, alignment with the University's values, ethos and strategy will be sought in the first instance, and the suitability of the prospective partnership within the context of the University's extant partnership activity and growth strategy, and through consultation with the University's senior staff as appropriate.
- 2.2 In the first instance, to take the proposal forward, the Head of Academic Partnerships and/or Head of International will work with the relevant Dean(s) of Faculty to present the initial proposal for consideration by the Faculty Executive Group (FEG) and subsequently, University Executive Group (UEG). Appendices B and C show the internal and external documentation used to steer Institutional and Programme Approval processes, for regulatory purposes.

- 2.3 Having agreed that the proposal accords with the University's strategic priorities, UEG will authorise and oversee due diligence. The Chief Finance Officer and the Head of Finance (or other suitably qualified nominees) will undertake the initial due diligence and risk assessment, to establish the legal and financial standing of the proposed Partner. The Due Diligence form is used to record outcomes and make recommendations to UEG.
- 2.4 Risk assessment must ensure that there are adequate safeguards against financial impropriety or conflicts of interest that could place the University at financial risk, or might compromise its academic standards, academic quality or student experience. This risk assessment includes a specialist financial analysis. To that end, the University Executive will request any additional information needed, relating to the financial stability of the prospective partner. However, because such information is likely to be confidential and commercially sensitive, it will be considered in confidence by the Chief Financial Officer (or nominee) who will undertake a full assessment of the financial risk associated with the proposal. UEG will be kept informed of the progress and outcomes of due diligence and risk assessment, and whether there is a suitable basis upon which to proceed to an Institutional Approval Panel, within a given time frame.
- 2.5 On completion of satisfactory due diligence and risk assessment the proposed partner will be invited to submit a formal **Application for Collaborative Partnership** form together with papers listed and summarised in the **Supporting Documentation** form, in readiness for an Institutional Approval Panel. (See Appendix C for the list of documents). UEG will authorise the Head of Academic Partnerships/ Head of International to convene a pan-University working group. This will be a diverse group of staff who, having relevant roles and responsibilities, will consider the risks that have been identified through due diligence, and the robustness of the application and supporting documentation, insofar as it relates to their respective specialist academic and professional service areas. The working group includes, for example, academic subject lecturers, admissions, data team, quality, student advice, student union, finance, faculty operations, IT Services, digital learning and library team, and the academic partnerships/international teams. The working group will feedback to UEG on the University's readiness to proceed to Institutional Approval, within a given time frame. The University Quality Office will establish a realistic target date for the completion of Institutional Approval and Programme Approval(s), allowing sufficient time for robust processes but avoiding unnecessary delays.
- 2.6 In the case of all partnerships, UK and international, the documentation must be sufficient to demonstrate the proposed partner's good academic and financial standing, as follows:
- the legal status of the prospective partner and its capacity in law to enter into a contract with the University
 - the standing of the prospective partner, in the light of the experience of other UK organisations and of reports by the Office for Students (OfS), Ofsted, QAA and other bodies charged with the inspection, regulation or accreditation of the organisation and the programmes which it offers
 - the capacity of the prospective partner to provide the academic, administrative and organisational infrastructure to support programme delivery, quality assurance and data management in keeping with the expectations of the University, its regulations and codes of practice

- and the capacity of the prospective partner to provide the resources necessary for the successful delivery of the programmes which are to be offered under the terms of the agreement in a safe and appropriate environment, and to facilitate appropriate, robust and well-supported learning opportunities

3 Institutional Approval

- 3.1 The Institutional Approval Panel will consist of at least two senior managers of the University, at least one of whom will be the Provost and Chief Academic Officer who will act as Chair. One member should also be a senior academic who is unconnected with the proposal and/or the relevant subject area(s). The Chair will nominate at least one external panel member. The external panel member should be unconnected with either the University or its proposed partner. They will normally hold a senior position or other relevant role in a Higher Education institution and have experience of collaborative arrangements. The Quality Office will advise as necessary on the suitability of any proposed external panel member(s). The nomination of panel members will be subject to the approval of the Chair of the Panel. In addition, the Institutional Approval Panel may call upon the expertise of other post holders or expert groups within the University. The Head of Academic Partnerships/ Head of International do not usually sit on Institutional Approval Panels but will be present at the event to support the prospective partner and the University with the process of approval.
- 3.2 The University Executive Office will report the outcome of the financial assessment to the person chairing the Institutional Approval Panel. Notwithstanding the sensitive and/or confidential nature of some of this information, it will be noted in the minutes that the University Executive has satisfied itself of the financial status of the prospective partner, with due consideration of any identified risks.
- 3.3 The Institutional Approval Panel will seek to satisfy itself that the mission and educational objectives of the Partner are well matched to those of the University, specifically in relation to:
- inclusivity, access and participation
 - positive outcomes for all
 - academic standards
 - academic quality and quality assurance
 - student experience
 - student voice, representation and advocacy
 - student protection

4 Institutional Approval Event

- 4.1 The Approval Panel will meet with staff from the proposed partner at an Institutional Approval Event. Members of the Institutional Approval Panel will receive a copy of the relevant documentation at least 10 working days in advance of the Institutional Approval Event to allow time for full consideration and detection of general and specific areas for further exploration. The Institutional Approval Event will be of sufficient length and scope to provide a full opportunity for the panel to explore the submitted documentation in depth with senior members of the prospective partner and discuss issues that arise from the documentation. Where possible, the Approval Event will take place at the proposed partner's premises. Alternatively, if the event takes place at the University or is held online, the potential partner's premises will be visited in advance, on behalf of the panel, normally by the Head of Academic Partnerships/ Head of International or their nominee. A formal visit report will be submitted to the Institutional Approval Panel, before the Approval Event.
- 4.2 The proposed partner's representative will be invited to present an oral summary of the proposal at the Institutional Approval event. The Institutional Approval Panel will, having undertaken a detailed exploration of the documentation, establish themes of enquiry to explore with the proposed partner. Whilst it is expected that questioning will be sufficiently rigorous to ensure that there can be full confidence in the proposed partner's capacity and strength as a potential collaborative partner, the event will be conducted on a basis of mutual respect which is appropriate for a professional process of peer review.
- 4.3 Following its discussions with the proposing team, the panel will meet privately to formulate its conclusions and select the recommendation that it will make to Senate. The Institutional Approval Panel will select one of the following recommendations:
- to approve the organisation as a collaborative partner stating clearly the type of collaborative arrangement involved, as per the definitions set out in paragraph 1.5 of this code;
 - or to approve the organisation as a collaborative partner as per the definitions set out in paragraph 1.5 of this code, subject to specific conditions and/or recommendations;
 - or to defer a decision pending the resolution of major conditions;
 - or to reject the proposal to enter a collaborative arrangement.
- 4.4 The panel's recommendations and any conditions will be presented orally to the staff of the proposed partner at the conclusion of the Institutional Approval Event, and where relevant, a date will be agreed by which any conditions must be met. A Record of Decision (ROD) will be shared with the prospective partner and all panel members, by the Quality Office, alongside the written report of the Institutional Approval Event. The satisfactory and timely response to any conditions within the ROD must be signed by the Chair of the Institutional Approval Panel. It will progress to University Senate, within the agreed timeframe.

5 Approval by Senate

- 5.1 Senate will receive the report of the Institutional Approval Event, and the Record of Decision noting the actions taken against conditions. Once Senate is satisfied that all conditions have been addressed, a Memorandum of Agreement will be authorised to be prepared by the Academic Partnership Office/ International Office. In the event of a recommendation not to proceed, the Head of Academic Partnerships/ Head of International will work with the external organisation to discuss the feedback and to consider appropriate next steps.

6 Memorandum of Agreement

- 6.1 All collaborative arrangements will be based upon a written and legally binding Memorandum of Agreement setting out the rights and obligations of both the University and the proposed partner. The Memorandum will be signed by the Vice-Chancellor on behalf of the University and the Principal/Chief Executive of the Partner.
- 6.2 If during the agreed partnership period, the Partner undergoes a change in status or ownership, the Partner's senior executive is obliged to notify the University immediately. The University will then have the right to reassess the risks related to the partnership and review its continuation.
- 6.3 The Memorandum of Agreement will include an annex setting out the financial basis of the partnership, in keeping with the type of partnership being established, and specifying the level of all charges to be levied. The terms of the financial annex will be reviewed annually to take account of new programmes validated or amended during the year, and in keeping with any new or amended financial agreements related to individual programmes and changes in the academic portfolio.
- 6.4 Appendix D shows the typical content of a Memorandum of Agreement, which will include:
- The length of time for which institutional approval has been given. This period may not normally exceed six years and is subject to 6.2 above.
 - The status of students according to the type of partnership.
 - The issue of all certificates, transcripts and diploma supplements respect of awards offered through the collaborative agreement.
 - Accuracy of public information and intellectual property.
 - Arrangements for monitoring and review of the partnership and/or programmes.
 - Provisions for the resolution of disputes and arrangements for mediation.
 - Specification of the legal jurisdiction under which any disputes would be resolved.
 - Provisions to enable either organisation to suspend or withdraw from the agreement if the other party fails to fulfil its obligations.
 - Provisions for the termination of the agreement and the financial arrangements that would apply in such a case.
 - Specification of the residual obligations of both parties to students on the termination of the collaborative arrangement, including the obligations of the awarding organisation to enable students to complete their programme of study and receive an award.

- 6.5 The Memorandum of Agreement will distinguish clearly between those aspects that relate to the relationship between the University and the Partner and those aspects which are particular to the programme or programmes which are to be offered under the terms of the relationship. Where appropriate, the latter may be set out in a separate agreement.
- 6.6 All new partnerships will be subject to a quality review one year from receipt of Institutional Approval. This may be extended to 12-monthly intervals at the sole discretion and satisfaction of the University.
- 6.7 In the academic session prior to the expiry of the agreement, and provided that both parties wish to continue the collaborative arrangement, the University will review its operation through the process of Institutional Approval. The Partner will be invited to submit its own review of the operation of the collaborative partnership to assist the Institutional Approval Panel in its deliberations. Provided that the panel makes a positive recommendation for re-approval, which is accepted by the Senate, a new Memorandum of Agreement will be prepared, and the partnership extended for a new term.

7 Programme Validation and/or Approval

- 7.1 Collaborative arrangements of the kind outlined in Part One of this Code of Practice provide a framework in which the Partner may offer programmes of study that are validated by and lead to awards of the University. Programme Approval takes place after Institutional Approval. A Programme Approval event will be required to enable a Partner to deliver any programme validated by the University. Newly developed programmes must first be validated through the University's [Code of Practice for the Validation of Programmes](#) before Programme Approval. Each programme offered through a collaborative arrangement will undergo a separate approval process.
- 7.2 Programme Approval is the process whereby a Partner becomes approved to deliver a specific programme of learning. Typically, for new programmes, it will occur on the same day as the Programme Validation, or once outstanding conditions have been satisfied. The documentation needed for a Programme Approval Panel will be the programme specifications, supported by an Approval Form which explains how the Partner will deliver the programme.
- 7.3 External, regulatory frameworks situate the University as responsible for ensuring the academic standards and quality assurance of the learning, teaching and assessment of all awards offered in its name, including those offered at UK and international academic partner institutions. In franchise and validated partnerships, the Partner will undertake to plan and resource the learning and teaching. This will typically include human resources, teaching materials and access to resources such as books and other publications. Accordingly, the Programme Approval process will enable the University to ensure that the Partner has capacity to meet the required academic quality, academic standards and anticipated student experience. A Programme Approval Panel will be authorized to undertake due scrutiny, to ensure that the Partner has the necessary resources, facilities and expertise to ensure the maintenance of academic quality and academic standards and deliver a suitable and effective student experience to those enrolled on the programme. The Approval Panel will consider the academic and administrative timelines, and Partner's capacity to offer the specific programme within University regulations and codes of practice. The Programme Approval Panel will rely on the advance provision of

programme documentation and programme approval request form, evidence of a recent visit to the Partner by university staff, and dialogue with the proposed delivery team. Such an approval panel will take account of, but will be separate from, the outcomes of Institutional Approval Event.

7.4 The decision of the Programme Approval Panel will align with one of the following recommendations:

- to approve the delivery of the programme by the Partner, as per the terms set out in the Memorandum of Agreement;
- to approve the delivery of the programme by the Partner, subject to specific conditions and/or recommendations;
- to defer a decision pending the resolution of major conditions; and
- to reject the proposal, thus denying permission for the Partner to deliver the programme.

7.5 The outcome of the Programme Approval Meeting will be captured in a written Record of Decision. The Head of Academic Partnerships/ Head of International and/or University subject team will work with the Partner to satisfy any conditions/recommendations within a given timeframe. The conditions must be satisfied before the Partner may commence programme delivery. Once the Record of Decision is signed off by the Chair of the Approval Panel, the University will share with the Partner with a set of definitive specifications for the programme and all modules to be delivered at the Partner. If the proposal is rejected, the Head of Academic Partnerships/ Head of International will work with the Partner to discuss the feedback and to consider appropriate next steps.

7.6 Once approved, programmes operate under the terms of the institutional Memorandum of Agreement by which the partnership is established. Details of approved programmes will be set out in a schedule which will be appended to the Memorandum and reviewed at least annually, and whenever fresh programmes are approved.

7.7 Prior to entering a collaborative arrangement in respect of a particular programme, the University will, where appropriate, inform any Professional, Statutory or Regulatory Body (PSRB) which has approved or recognised a programme at the University of the proposed collaboration, and secure a definitive response as to whether the PSRB's accreditation or recognition afforded to the University's internal programme will apply equally to the programme when delivered by the Partner(s). Either way, the University will inform the body which has approved or recognised the programme of any agreements made with Partners and any subsequent changes made to those agreements.

7.8 The Partner will agree that designated staff members at the University will monitor the academic standards of the programmes, the academic quality of the programme, the student experience, and accuracy of public information provided by the Partner, about the programme. These processes are detailed in the relevant paragraphs of this code of practice.

8 Articulation Agreements for advanced entry into a University Programme

8.1 An Articulation Agreement is a formal arrangement whereby the University either guarantees entry to a particular academic programme, or programmes to applicants on their successful completion (or having gained a particular level of award) at another institution or offers a right to apply to a pre-determined advanced point on a specified University programme, subject to an individual application.

- 8.2 An Articulation Agreement includes a mapping exercise that demonstrates that the applicant's current academic programme aligns with the programme they will enter at the University, and accords with its content, its learning outcomes and the levels studied
- 8.3 Approval of an Articulation Agreement requires due diligence measures around the external institution. If the external institution requesting articulation is not an existing partner, the University will seek assurance that the external institution is of good standing, and that it can evidence the quality of its delivery of the proposed feeder programme. The external organisation will complete the University's Standard Accreditation Form and associated mapping document with appropriate support from the University. The Standard Accreditation Form and associated mapping document must be approved in principle, by the Faculty Executive Group prior to submission to the Recognition for Prior Learning Panel for consideration and final approval by the Quality Assurance Task and Finish Group.
- 8.4 Approval of an articulation relationship leads to the signing of an Articulation Agreement, which will be prepared by the Quality Office. The Articulation Agreement will be subject to routine review. The external organisation will be obliged to inform the University immediately, of any changed circumstances which affect the feeder programme and its continuing suitability for articulation.

9 Management and Review of Collaborative Partnership Arrangements

- 9.1 The University and the Partner will each identify a senior member of staff who shall have the responsibility for overseeing the collaborative arrangement and for monitoring the good academic health, specifically standards and learning opportunities, of the programmes of study operating under its terms. The University's Academic Partnerships team will be responsible for day-to-day co-ordination and leadership of the University's UK Academic Partnerships. International Partnerships are overseen by the International Office.
- 9.2 The Partner will ensure that all its activities comply fully with the spirit of the University's policies on diversity and equality and promote and enable equality of opportunity regardless of characteristics such as age, ethnic origin, family responsibility, gender, marital status, nationality, religion, sexual orientation and disability.
- 9.3 The Partner will, ensure that both its Student Protection Plan and Access and Participation Plan (where applicable) align with the University's plans to ensure consistency of information.
- 9.4 Regular review and planning meetings between the University and the Partner will be held to assure the effectiveness of the partnership, the quality and currency of the programmes being delivered and the future directions of travel for the partnership. These will occur at least twice per year alongside routine operational meetings which occur throughout the academic cycle. Strategic review meetings will have general and specific objectives, to meet the needs of each partnership. These will report to the Academic Enhancement Committee of the University.
- 9.5 Key performance indicators, which align to sector benchmarks and threshold expectations in quality, performance and growth will be identified at the start of the partnership and/or new programme delivery and reviewed frequently in the first year and in subsequent years, at a minimum of two key milestone points in the academic cycle/financial year.

- 9.6 Strategic Review meetings will evaluate the partnership with reference to a range of key performance indicators, including student and programme performance data. This data and other sources will inform action plans that arise from the review, such as remedial actions, enhanced risk assessment and plans for future development. The Strategic Review will adjust and update key performance indicators, as necessary.
- 9.7 The Provost and Chief Academic Officer will act as Chair of the Strategic Review meeting, which will be convened by the University. The minutes will be received by the University Executive Group and the Faculty Executive Group for information, as appropriate, and feed into the University's Academic Enhancement Committee. Strategic Review Meetings will be timetabled and organised to meet the specific needs of each partnership and its academic timelines.

10 Marketing and Public Information

- 10.1 The Partner will ensure that it correctly represents the nature of its collaborative relationship with the University and that it includes accurate information relating to the programmes offered under that relationship. The Provider must ensure the correct use of the University's name and logo. The University provides branding guidance to its academic partners, in respect of the University's name and logo, and the way in which the Partnership is expressed. The branding guidance is updated from time to time. All marketing materials (such as websites/prospectus) must identify the University as the awarding body, as explained in the branding guidance. The Partner will agree to the publication of the programme details and other information on the University's website in accordance with the prevailing sector requirements.
- 10.2 The University has the responsibility for assuring itself of the accuracy of any information about the programmes which it validates and approves to be delivered in its name. The Partner must seek the University's approval for all its marketing materials in advance of publication. Additionally, the University will routinely monitor the accuracy of public information published by both the University and the Partner, whether online or hard copy, in respect of collaborative programmes. This process will be led by the University's Marketing Team in relation to perpetual sources of information such as each organisations' website and published prospectus. This will typically occur twice each year in line with the University's internal processes for verifying public information but may vary according to the partner's marketing cycle. The Provider is required to seek the University's approval of any ad-hoc marketing materials published in between routine monitoring, such as flyers and posters used to advertise the validated programmes, to ensure accuracy and correct use of the University's name and logo. The Provider should liaise directly with the University's Marketing Team and Head of Academic Partnerships, allowing reasonable time for the information to be checked and authorised.

11 Admissions and student data

- 11.1 In all cases, students will be selected for programmes based on their suitability, against the published entry criteria for the programme, in accordance with the programme specification.
- 11.2 Franchised Partners will operate student admissions in direct liaison with the Admissions Team at the University. The specific admissions process will be agreed in advance between the University and the Franchised Partner. Applications/offers at the Partner will routinely be sampled by the Admissions Manager at the University, for standardisation and regulatory compliance purposes.
- 11.3 Validated Partners will undertake the selection and admission of students in accordance with the programme specification. The admissions process and the principles on which it is based will be comparable and compatible with those set out in the [University's Code of Practice on Admissions](#). The University reserves the right to sample applications/offers for standardisation and regulatory compliance purposes.
- 11.4 Students admitted to a programme offered through a collaborative arrangement will be registered as candidates for an award of the University. The responsibility for the maintenance of student records will be the responsibility of the Partner. The Partner will return details regarding students registered on the programmes to the University in an agreed format as soon as possible and in any case within 20 working days of their registration at the latest. The Partner will inform the University of any student who withdraws from the programme or suspends their studies, promptly and within agreed deadline dates.
- 11.5 The Partner will supply the University promptly with all such information as may be required to allow it to meet its obligations about the provision of information to stakeholders and the return of information to external agencies or services.

12 Management of Academic Programmes Offered through Collaborative Partnership Arrangements

- 12.1 The Partner will identify a named member of its staff as the local Course Leader for each programme validated through a collaborative arrangement. The Course Leader is the primary academic contact for the programme at the Partner. The Course Leader will have direct responsibility for the programme and its operation and will be the first point of contact for the University in all academic matters connected with the programme. In some cases, it may be appropriate for a single Course Leader to oversee a group of cognate programmes.
- 12.2 The University will identify a designated subject-specialist Link Tutor or similar role, who will be appointed by the relevant Dean of Faculty. The University Link Tutor will be the subject-level point of contact for the Course Leader at the Partner. The Link Tutor will monitor evidence of the quality of learning opportunities on the designated programme at an operational level. One Link Tutor might oversee a group of cognate programmes or work with multiple Partners that are delivering similar collaborative programmes.

- 12.3 The local Course Leader and University Link Tutor will each be responsible, through their line management as appropriate, to the senior member(s) of staff in their respective organisations who have overall responsibility for collaborative provision.
- 12.4 The programmes validated, approved and offered under a collaborative agreement will be subject to the University's quality assurance and enhancement procedures in respect of annual monitoring, revalidation, and proposed changes to validated programmes. Both parties will use their best endeavours to ensure that the academic validity of the programmes, the standards set and achieved, the quality of the learning opportunities and student experience accord with sector requirements. Wherever possible, within the Partner's local context and learners' needs, collaborative programmes should have parity with similar academic programmes at the University.
- 12.5 A Programme Committee will be established for each programme offered through a collaborative arrangement. The Programme Committee will be chaired by the local Course Leader. Membership will typically comprise the Course Leader and teaching staff at the Partner, the subject Link Tutor, and/or an academic member of the University's Academic Partnerships team/International Office, student representatives, and other relevant participants (such as administrator/ learning coach). Programme Committee meetings will be convened by the Course Leader at the Partner at least three times each year. The Course Leader will circulate an agenda, with any additional papers to committee members, typically at least one week before the date of each meeting. Additional agenda items will be agreed, for example by the Course Leader and University-based Link Tutor.
- 12.6 The Programme Committee will be responsible for monitoring the effective operation of the programme and will provide a forum to discuss and resolve issues affecting programme development, day-to-day operational matters related to the quality of learning opportunities and student experience. Where appropriate, a single Programme Committee may encompass a suite of cognate programmes at a single partner. Programme Committee meetings will follow an agenda, produce minutes and feed into the governance structure at both the Partner and the University. The Programme Committee will not have the power to make changes to the programme or to the arrangements set out in the programme agreement, but it may request the Faculty Executive Group to recommend such changes to the University, through the relevant, due processes.
- 12.7 In some cases, where the Partner already operates a similar, programme-level student and staff meeting, which replicates the needs of the Programme Committee, the University may agree to utilise this meeting to address the standing agenda of the Programme Committee, to avoid duplication and reduce burdens on student representatives. In either case, there must be three meetings per year which address the standing agenda and provide minutes for the University's governance structure.
- 12.8 Programmes offered through a collaborative arrangement will be subject to Annual Monitoring to provide assurance to the University that the standards and quality of the programme are continuing to meet the University's expectations and its internal and external regulatory frameworks. The Course Leader will prepare an Annual Monitoring Report (AMR) on behalf of the Programme Committee, as set out in the [Code of Practice for the Annual Monitoring of Programmes](#). The University will provide a template and timeline for AMR.
- 12.9 The Course Leader will arrange for the collection of written feedback from the students enrolled on each programme at least once in each session. The feedback will enable systematic analysis which may be used as evidence to inform the process of Annual Monitoring. The University will have the right to be granted access to student feedback.

- 12.10 The AMR will be completed and signed at the Partner by the relevant Course Leader, Head of Department (or equivalent) at the Partner, and student representative(s). It will be submitted to the University as part of the institutional annual monitoring process. Typically, this will follow the AMR timeline which will be shared with Partners annually. Where the Partner or the programme operate on a non-standard academic calendar, the optimum timing for annual monitoring will be negotiated and agreed with the Partner through the Head of Academic Partnerships/Head of International and/or the Quality Office. In accordance with the timeline, AMRs will be considered and approved by the Faculty Executive Group, normally at its meeting in the autumn term.
- 12.11 Annual monitoring of collaborative programmes pays particular attention to academic standards and the quality of all students' learning opportunities, to ensure they are equitable for all students, wherever the programme is delivered, and that any programmes taught concurrently, to cohorts of students both at the University and at one or more partner institution(s) offer parity of experience.
- 12.12 The subject Link Tutor, supported by the Head of Academic Partnerships/Head of International will be responsible to the relevant Dean of Faculty for addressing any issues of concern that are identified through Annual Monitoring, and aiming to reach a resolution with the Partner. The Head of Academic Partnerships will create a composite report and enhancement plan encompassing all UK-based collaborative programmes, for consideration by the Strategic Review Meeting. Likewise, the Head of International will report on programmes delivered through international partnerships.
- 12.13 The AMR includes enhancement planning and may recommend revalidation of a programme and/or re-approval at the Partner. In this case, the University's relevant codes of practice will be followed.
- 12.14 AMRs relating to collaborative programmes are included in the relevant Dean of Faculty report on Annual Monitoring and will influence the University's highest-level institutional reporting on the academic health of its programmes.
- 12.15 The University reserves the right to undertake a review of the Partner's provision of a particular programme at any time, save that it will give at least three months' notice of its intention to do so. Such reviews will be conducted under the terms of the University's Code of Practice for the Validation of Programmes or as appropriate, a modified form thereof. The Partner will comply fully with the requirements of such reviews and provide prompt access to the information requested by the University.
- 12.16 Information relating to the standards and quality of programmes offered through collaborative provision (reports of validation and review events, annual monitoring reports, external examiners' reports etc.) will be held by Academic Partnerships and the Quality Office.

13 Programme delivery, assessment and quality assurance

- 13.1 The Partner will deliver the programme strictly in accordance with the syllabus and adopt such learning and teaching methodology as is set out in the validated programme and module specifications. Any changes to the validated programme must be approved through the process described in the University's Code of Practice for Changes to Validated Programmes normally in the session before the change is implemented.

- 13.2 The Partner will undertake to plan and resource the learning and teaching of validated or franchise programmes. This will typically include human resources, teaching materials and access to resources such as books and other publications. Where appropriate and possible, teaching materials may be shared between the University and the Partner, as part of a collegiate approach to collaboration, notwithstanding any limitations of intellectual property. Under a franchise agreement, it may be possible to enable access to the University's e-library to students who are enrolled at the Partner and the University, and academic staff. The extent of such access will form part of the Institutional Approval.
- 13.3 The Partner will ensure that the programme is taught by staff who have appropriate qualifications and expertise and have been approved by the University as suitable to teach and assess the programme. To that end, the documentation presented for programme validation and/or approval will include a full curriculum vitae for each member of staff who will contribute to the teaching of the programme. Where subsequent changes to the programme team are proposed, new staff must be approved by the University through the Academic Partnerships staff approval process. The proposed teaching staff's expertise will be reviewed and agreed by the relevant subject Link Tutor and Dean of Faculty at the University. This should normally be at least six weeks in advance and should always be before the new team member commences teaching. The Partner will be required to provide a current list of its teaching staff, annually within the AMR. The University will have the right to require the Partner to seek additional or alternative staff where it regards this as necessary to maintain the quality of provision.
- 13.4 Assessment will be conducted by the Partner's approved internal examiners in accordance with assessment strategies in the validated programme documents. Arrangements for examinations will be comparable and compatible with those specified in the University's Code of Practice for the Conduct of Examinations. The principles and processes for assessment will conform to those set out in the [University's Code of Practice for the Assessment of Students](#).
- 13.5 Programmes will be subject to a robust cycle of standardisation and quality assurance to ensure accuracy of assessment, and that the students' work demonstrates the expected attainment levels. This involves standardisation, internal marking and moderation, University Review of standards (sampling), and External Examining. It will be undertaken according to established timelines, which will be agreed in advance between the University and the Partner, bearing in mind the key milestone points of assessment, re-assessment, Module Boards and Programme-level Boards of Examiners.
- 13.6 The University Link Tutor and/or subject team will conduct University Review of assessment and standards. A sample of the students' assessed work will be reviewed, together with evidence of internal moderation. This review will normally be undertaken prior to External Examining. The purposes of University Review are:
- to quality assure the academic standards of the programme and the integrity of the University's awards;
 - to verify that due standardisation measures, and robust marking, feedback and moderation processes have been followed by the Partner;
 - to affirm the standard grade boundaries have been appropriately and accurately applied, in keeping with FHEQ Level descriptors; and

- to create an audit trail of the above, in keeping with internal codes and external, regulatory frameworks

External Examiners

- 13.7 The University will appoint an External Examiner for each programme or suite of cognate programmes. A fee is payable to the University for External Examining for each approved programme. This will be invoiced at the current rate for external examining, as per the Memorandum of Agreement and any routine amendments thereof.
- 13.8 The External Examiner will carry out the duties and observe the principles set out in the [University's Code of Practice on External Examining](#). Where appropriate, the External Examiner will consider the equity of learning opportunities, academic standards and quality, for those programmes that are delivered both at the University and/or with one or more Partners. The External Examiner will consider a sample of assessed work and attend the meetings of the Module Boards, at which student outcomes are confirmed. The Partner will receive a copy of the External Examiner's Annual Report and will submit to the University a formal response addressing any specific issues identified. Such issues may also inform Annual Monitoring Reports and enhancement planning.
- 13.9 All External Examiner Reports will be considered in the summary report prepared annually for the Academic Enhancement Committee.

14 Boards of Examiners

- 14.1 A Board of Examiners will be constituted for each programme or suite of programmes in accordance with the [University's Code of Practice for the Conduct of Boards of Examiners](#). Meetings of the Board of Examiners will follow a standard agenda and will be responsible for the confirmation of marks and grades, student progression and awards in accordance with the regulations currently in force.
- 14.2 The Partner will present the marks or grades awarded to students in an agreed format for confirmation by the Board of Examiners in a timely manner. Marks are confirmed when they have passed through the full cycle of quality assurance as per Section 13 above. The Partner will retain records of these marks or grades for the period specified in the [University's policies relating to record management](#).
- 14.3 The Faculty Executive Group and Academic Enhancement Committee of the University will monitor the standards and quality of provision through consideration of such evidence as the minutes of the Programme Committee and Strategic Review Meeting, Annual Monitoring Reports, the outcomes of review meetings, statistical indicators of student attainment and retention, and External Examiner Reports.
- 14.4 Should the programme fail to meet the academic standards, or academic quality required by the University, OfS, QAA, Ofsted or other, relevant professional body, the University will have the right to seek improvement and will work with the Partner to propose and implement actions with a specified completion date. If the Partner does not comply with this requirement, the University will be entitled to

withdraw its approval for the programme, save that it will take necessary measures to safeguard the interests of those students who are already registered.

15 The Management of Academic Appeals, Student Misconduct and Complaints

- 15.1 Please refer to Appendix A for responsibilities according to the type of partnership, in respect of:
- Academic appeals
 - Academic misconduct
 - Student complaints
- 15.2 Students will have the right of appeal to the University if they are dissatisfied with the outcome of the investigation of a complaint conducted by the Partner in relation to the programme of study or other arrangements covered by this Code of Practice or by the outcome of an investigation into a case of academic misconduct. The appeal will be considered under the University's procedures, and the Partner will make all documents relevant to the appeal available and ensure that relevant members of staff attend any panel meetings convened to investigate or adjudicate in relation to the appeal.
- 15.3 Anonymous complaints or grievances will not normally be considered.
- 15.4 Where the internal procedures of the University have been completed, the student may refer the complaint to the Office of the Independent Adjudicator within 12 months of the date of the 'completion of procedures' letter issued to the student by the University.

16 Change(s) to Approved Partnership Within Term of Delivery

- 16.1 Appendix E addresses the process for change(s) to a partnership during the term of the Memorandum of Agreement. This will be a risk-based process taking account of the needs of students and the benefits of the required change(s).

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Responsibilities in collaborative provision, according to type of partnership

This table is a reference point only and should be read in conjunction with the relevant Codes of Practice published and routinely updated on the University website

Function	Franchised Partner	Validated Partner	Joint Award
<p>Quality Assurance</p> <p><i>All partnerships</i> will be probationary for one year which may be extended subject to a Quality Review exercise.</p> <p><i>In all cases</i> academic standards will be verified by the University through the process of University review of marking (sampling).</p> <p><i>In all cases</i> the University will routinely sample the partner's public-facing information such as policies and course information will be sampled for currency and accuracy.</p>	<p>The partner's capacity to undertake robust internal quality assurance processes will be explored at Institutional Approval.</p> <p>The University will require access to Partner VLE and other submission and assessment platforms.</p> <p>The University will undertake routine University review of marking, moderation and academic standards, in addition to the standard process of External Examining.</p> <p>There will be routine checks on data sharing, for accuracy and regulatory compliance.</p> <p>The partner will complete Annual Monitoring reports.</p>	<p>The partner's capacity to undertake Robust internal quality assurance processes will be explored at Institutional Approval.</p> <p>The University will require access to Partner VLE and other submission and assessment platforms.</p> <p>The University will undertake routine University review of marking, moderation and academic standards, in addition to the standard process of External Examining.</p> <p>In the first instance this will affect all assessments undertaken by the partner.</p> <p>The partner will complete Annual Monitoring reports</p>	
<p>Admissions</p> <p><i>All partnerships</i> admissions will be operated strictly in keeping with the admissions criteria in the programme specification.</p>	<p>Franchised partner institutions will abide by the University's Code of Practice on Admissions.</p> <p>Applications/offers at the Partner will routinely be sampled by the Admissions Manager at the University, for standardisation and regulatory compliance purposes.</p> <p>Timely data sharing is essential to enable all</p>	<p>The selection and admission of students on a validated programme will be undertaken by the Partner in accordance with the general entrance requirements of the University and any specific entrance requirements stipulated in the validated programme documents. The admissions process and the principles on which it is based will be comparable and compatible with those set out in the University's Code of Practice on Admissions.</p>	<p>The University and its partner must agree mutual arrangements in respect of the Admission of students: entry requirements, including English Language requirement Disclosure and Barring Service; issuing of offer letters.</p>

Function	Franchised Partner	Validated Partner	Joint Award
	admissions to be added to the University's student record system, and will trigger other essential actions, such as creation of University email/library accounts, where this forms part of the franchise agreement with the Partner.	The University reserves the right to sample applications and their progression through the admissions process at the Partner, for QA purposes.	
Recognition of Prior Learning	Applications for the Recognition of Prior Learning (RPL) will be considered by the University's Programme Leader/Subject Link Tutor and submitted to a University RPL Panel under the terms and procedures of the University's Code of Practice for the Recognition of Prior Learning.	Applications for the Recognition of Prior Learning (RPL) will be administered by the Validated Partner, insofar as the application, local scrutiny and recommendations made by the course leader at the Partner, in consultation with the University subject Link Tutor. on receipt of recommendations, the University will convene an RPL Panel to finalise the award of credit.	The University and its partner must agree mutual arrangements in respect of RPL arrangements
Student Finance <i>All partnerships</i> A financial schedule will be appended to the Memorandum of Agreement which details the specific arrangements for the Partner and programmes it delivers.	The Partner is responsible for accurate and timely data sharing to enable the University to make accurate returns to Student Finance England. The Partner will invoice the University for the fees, less the University's franchising fees, and less any bursary or hardship fund payments made by the University to students at the franchised partner. Specific arrangements will be made for International Partnerships as required by the specific circumstances of the partnership.	The Partner is responsible for data returns to Student Finance England. The University will invoice the Partner for the agreed percentages in accordance with the Memorandum of Agreement Specific arrangements will be made for International Partnerships as required by the specific circumstances of the partnership.	The party holding the programme(s) within its HESA student number will be responsible for leading finance. Parties must agree a suitable arrangement for sharing the fee, within the Memorandum of Agreement.
Academic misconduct <i>All partnerships</i> The definition of academic misconduct	Academic misconduct that is identified at the Partner, for example through the	. The Partner will investigate and endeavour to resolve allegations of academic misconduct.	The University and its partner must agree mutual arrangements in respect of

Function	Franchised Partner	Validated Partner	Joint Award
<p>can be found in the University Code of Practice for Academic Misconduct. All partners will ensure that a procedure for investigating allegations of academic misconduct is in place and is comparable to that which would apply to a student enrolled at the University. The process through which allegations will be investigated and the penalties which may be imposed must be brought to the attention of students and the relevant documentation will be readily accessible to them.</p> <p>The Partner will maintain records regarding the number and nature of cases of academic misconduct that have been investigated and resolved internally and any penalties imposed</p>	<p>assessment process will be dealt with by the Partner initially. The Partner must follow the agreed guidelines for Academic Misconduct and ensure its processes are in keeping with the University's policies. The Partner should consult academic colleagues at the University in cases of doubt and keep a record of all concerns for audit purposes. Where deemed appropriate following an initial discussion at the partner institution the University will arrange, for the misconduct to be investigated under the University's <i>Code of Practice for Academic Misconduct</i> and potentially require the student to attend a University panel.</p>	<p>validated partners may refer a case to the University for advice and guidance, in complex cases or where the case involves gross misconduct with a potentially serious penalty .</p>	<p>arrangement for the consideration of Academic Misconduct.</p>
<p>Academic Appeals</p> <p><i>In all cases</i> the definition of academic appeal and the process through which appeals will be investigated will be brought to the attention of students and the relevant documentation will be readily accessible to them.</p>	<p>The Partner will seek advice from the University to ensure correct procedure is followed, depending on the nature of the appeal The Partner will have a robust process for the investigation of appeals,</p> <p>The Partner will seek advice from the University to ensure correct procedure is followed,</p>	<p>The Partner will have a robust process for the investigation of appeals, which it may follow under the guidance of the University. Where appropriate, the Partner will /resolve appeals locally.</p> <p>In each case, the Partner will consult with the University regarding the appropriate mechanism for the type of appeal. For example, any academic appeal against a decision of the Board of Examiners will be reported</p>	<p>The University and its partner must agree mutual arrangements in respect of arrangements for consideration of Exceptional Factors and Academic Appeals.</p>

Function	Franchised Partner	Validated Partner	Joint Award
<p><i>In all cases</i> the number and types of appeals will be reported to the Partnership Probationary/ Strategic Review meeting</p>	<p>depending on the nature of the appeal.</p> <p>For example, any academic appeal against a decision of the Board of Examiners will be reported immediately to the Student Administration Manager at the University who will arrange for the appeal to be investigated under the University's Code of Practice for Academic Appeals.</p>	<p>immediately to University who will arrange for the appeal to be investigated under the University's Code of Practice for Academic Appeals.</p>	
<p>Student complaints</p> <p><i>In all cases</i> the Partner will have in place a procedure for addressing complaints by students which is comparable to that which would be available to a student enrolled at the University. The complaints procedure will be made known to students at the point of induction and will be visible and easily accessible to them, always. Anonymous complaints or grievances will not normally be considered.</p> <p>The Partner will make an annual report to the Strategic Review Meeting regarding the number and subject of complaints that have been considered and resolved internally</p>	<p>There is an expectation that student complaints are addressed internally, through the Partner's complaints process. The Partner will endeavour to resolve complaints from students internally before escalating the matter to the University. Any complaint relating to the academic provision at a franchised partner will be reported to the University and where necessary and appropriate, the complaint will be further investigated in accordance with the University's Student Complaints Policy.</p> <p>The Partner will make an annual report to the Strategic Review Meeting regarding the number and subject of complaints that have been considered and resolved internally, and/or escalated to the University.</p>	<p>The Partner will endeavour to resolve complaints from students internally before referring the matter to the University.</p> <p>Complaints may be escalated to the University only when the Partner's local complaints process has been exhausted.</p>	<p>The University and its partner must agree mutual arrangements in respect of the consideration of student complaints.</p>

Function	Franchised Partner	Validated Partner	Joint Award
Right of Appeal in cases of complaint	<p>Students will have the right of appeal to the University if they are dissatisfied with the outcome of the investigation of a complaint conducted by the Partner in relation to the programme of study or other arrangements covered by this Code of Practice or by the outcome of an investigation into a case of academic misconduct. The appeal will be considered under University's procedures, and the Partner will make all documents relevant to the appeal available and ensure that relevant members of staff attend any panel meetings convened to investigate or adjudicate in relation to the appeal.</p> <p>Where the internal procedures of the University have been completed, the student may refer the complaint to the Office of the Independent Adjudicator within 12 months of the date of the 'completion of procedures' letter issued to the student by the University</p>	<p>The University will decline to deal with any complaint relating to a collaborative partner unless the internal procedures of that organisation have been fully exhausted and the procedures of any professional accrediting body have likewise been fully exhausted. The University will also decline to deal with any complaint relating to a collaborative Partner if legal proceedings have been commenced in relation to that complaint and will continue so to decline until legal proceedings have been fully ended.</p> <p>Where the internal procedures of the Partner and the University have been completed, and where the complaint relates to provision, which is under the control of the University, the student may refer the complaint to the Office of the Independent Adjudicator within 12 months of the date of the 'completion of procedures' letter issued to the student by the University.</p>	<p>The University and its partner must agree mutual arrangements in respect of a students' right of appeal.</p>

Documentation and Audit Trail for initiating new partnerships

Process	Documents	Preparing and signing off documents
Initial contact with partner and early discussion of programmes	Submit to FEG: Initial interest form Programme viability document (Collaborative Provision) for the proposed programme	Head of Academic Partnerships Head of International Subject programme team
Proposal reviewed by FEG and escalated to UEG UEG authorizes due diligence to commence	As above Due diligence report form with proposed timeline for the Institutional Approval process (in consultation with the Quality Office)	FEG progress to UEG Academic Partnerships/International Office to prepare due diligence form UEG complete and sign off due diligence form
UEG receives the due diligence report and agrees to proceed with the Institutional Approval Process	Proposed partner completes Application for Collaborative Academic Partnership form and collates the required documentation as per the list of Supporting Documents University makes ready a Draft Memorandum and shares with prospective partner, as appropriate	Partner supported by Head of Academic Partnerships/Head of International Quality Team/Academic Partnerships/International Office
Institutional Approval Panel outcome	Record of decision to be signed off once any conditions are satisfied Draft Memorandum schedule added/amended for Partner review and agreement	Chair of Panel signs off RoD UEG signs off Memorandum
Programme Validation and/or Approval	Validation documents as per the Code of Practice for Validation of Programmes or Existing validated specifications and Programme Approval Request form (completed by partner)	Partner supported by Head of Academic Partnerships Head of International Subject programme team
Programme Validation and/or Approval outcome	Record of Decision to be signed off once any conditions are satisfied University produces and shares with the Partner: Definitive programme specifications Top sheet with decision and schedule of delivery	RoD sign off by Chair of Approval Panel Specifications shared by Quality Office Schedule added to Memorandum of Agreement by Academic Partnerships/International Office

Applications for collaborative, academic partnerships

A formal application for a new academic partnership will be submitted, with supporting documentation, using the forms available on SharePoint

- Initial interest form
- Due diligence report
- Application for Academic Partnership
- Supporting Documentation
- Programme Viability Form (Collaborative Partnerships)

As part of the application process, prospective partners are asked to supply the documentation and information in the following tables.

Where the information to be supplied may constitute ‘personal data’ or ‘sensitive personal data’ pursuant to the General Data Protection Regulations 2016 and the United Kingdom Data Protection Act 2018, please ensure that, unless appropriate consent has been obtained from the data subject, the data is anonymised prior to its supply.

This list and the documentation will accompany the Application for Collaborative Academic Partnership.

Introduction to the proposal

Required documents
Institutional aims or Mission statement, including aims for internationalisation, widening participation and positive outcomes for all.
For international institutions, please explain how the institution and its education provision align to the local, national education system and other, national and local provision.
Partner institution prospectus, if any
Partner institution student handbook, if any

Legal and financial standing of the partner institution

Required documents
A copy of the constitutional documents for the Organisation (incorporating any amendments which have been made) (with English translation where appropriate) notarised where appropriate
Evidence that the Organisation has power to enter into the proposed partnership e.g. written confirmation from the Organisation’s Senior Leadership Team or equivalent.
Details of the legal framework for the jurisdiction applying to the Organisation in respect of the proposed partnership
Copies of all permits, authorities, registrations, licences, approvals and consents (whether granted by public or private authorities or otherwise) held by the partner institution and necessary to carry on both the institution’s business and the proposed partnership

Required documents

Details of any quotations or tenders which the partner institution has submitted which are relevant to the proposed partnership

Details of any of the following which is current, or which is known to be pending, threatened or possible in relation to the institution or the proposed partnership:

- **any litigation or arbitration proceedings (whether as claimant or defendant);**
- **any prosecution; and**
- **any investigation or inquiry by a governmental or official body.**
-

Details of any data protection requirements relevant to the institution or the proposed partnership

Details of all relevant grants, subsidies, payments or allowances taken out by or granted to the institution in relation to the proposed partnership

Other than as required elsewhere in this form, please provide details of any liabilities which are relevant to the institution **or** the proposed partnership.

Particulars of all insurance arrangements of the institution relating to the proposed partnership

The partner institution's collaborative register/ details of any collaborations with third parties with whom the partner institution is working, currently. **References will be sought.**

If terminated, reasons for termination

Confirmation/policy explaining that the partner institution owns all intellectual property rights of its staff and employees

The audited accounts or equivalent records of the partner for the last three years

A copy of the management accounts or equivalent records of the partner institution since the end of the last accounting period.

Confirmation of the solvency of the partner institution

Details of all mortgages, charges or other security documentation affecting the partner institution and copies of any documentation which may affect the partnership.

Details of the tax status of the partner institution

Details of any double tax treaty between UK and [name of country where the partner institution is based], if applicable

Details of any exchange control or currency rules affecting payments of currency into or out of [country where the partner institution is based] whether in British pounds or otherwise, if applicable.

Details of the financing arrangements of the Organisation including particulars of all overdrafts, loans and other indebtedness and facilities affecting the partner institution

Details of any state or public sector funding applicable to the partner institution

Information about bursaries, where applicable

Information about hardship fund, if any

Admissions Policy and rationale, e.g. when using recruitment agents; English language requirements

Academic standing of the partner institution

Required documents
Details of OfS registration and name of the accountable officer
Documents related to the partner institution's TEF, Ref and membership of Advance HE or other similar bodies
Reports of any relevant reviews by external or public sector review bodies
Access and Participation Plan
Evidence of current/ outgoing programmes in the relevant subject area, if any
Programme outcomes data, evaluation reports for example Annual Monitoring Report, NSS and/or External Examiner /External Verifier reports

Expectations of partner institutions

Required documents
Student Protection Plan
Please give a brief outline (or provide structure charts) of the institutional arrangements/strategies for: <ul style="list-style-type: none"> • Management and organisation • Policy and decision-making • Planning and resource allocation • Quality management and enhancement • Student feedback and representation • Careers education, information and advice • Student welfare and support services, including provision for student with disabilities • Staff development
Copies or links to the partner institution's policies as follows: <ul style="list-style-type: none"> • Selection and admission of students • Health and Safety • Equality, Diversity and Inclusion • Support and access for students with disabilities • Safeguarding, Prevent, Sexual Harassment and Misconduct • Freedom of speech • Academic misconduct including plagiarism and AI • Complaints and appeals • Student welfare and support services • Personal tutor system, if any • Evaluation and monitoring of programmes, including student feedback • Assessment and moderation • Student work placement/work-based learning • Research ethics
Where relevant, copies or links to the partner institution's policies for: <ul style="list-style-type: none"> • External examining and Boards of Examiners, where relevant • Academic regulations, where relevant, for assessment, re-assessment, progression of students and awards
Where available and appropriate, examples of standardisation meetings, internal moderation, external examiner reports.

Required documents

Example of an academic timeline showing the key milestone points of enrolment, module assessments, marking and moderation, resit windows and confirmation of marks, e.g. Board of Examiners

Indicative Contents of the Memorandum of Agreement

1. Scope of agreement
2. Type of partnership, franchised or validated
3. Date of Commencement and duration
4. Membership of the University
5. Administration and Responsibilities
6. Admissions
7. Programme Delivery
8. Learning resources and support services
9. Programme responsibility
10. Programme Management
11. Quality assurance, monitoring and review
12. Assessment
13. Board of Examiners
14. External Examiners
15. Academic appeals
16. Academic misconduct
17. Student complaints
18. Certificates, transcripts and graduation
19. Programme handbooks, advertising, publicity material and websites
20. Inclusive practice
21. Health and safety
22. Data protection
23. Diversity and equality
24. Copyright/ intellectual property
25. Confidentiality
26. Information disclosure
27. Anti-bribery
28. Anti-slavery
29. Prevent
30. Financial arrangements
31. Indemnity and Exclusion of Liability
32. Third party rights
33. Agency
34. Jurisdiction
35. Termination
36. Specific international considerations, where relevant.

Change(s) to Approved Partnership Within Term of Delivery.

1. In each instance a proposal will be developed by the Partner in liaison with the Head of Academic Partnerships/ Head of International for consideration by a sub- group of the University's Executive Group. The sub-group will consist of:
 - Chief Finance Officer.
 - Provost and Chief Academic Officer.
 - Executive Dean: Learning, Teaching and Student Success.
 - Relevant Dean of Faculty.
2. The proposal and any additional costs arising from the change will be considered alongside the performance-evidence of the partnership, to date.
3. The sub-group will either recommend rejection of the proposal or recommend the proposal to the University's Senate for discussion and decision. In the event Senate approves the proposal for further consideration, Senate will commission a Desktop Review of the Partnership.
4. Should a proposal change the partnership type from franchise to validated or validated to franchise the following documents need to be submitted:
 - a full set of revised policies;
 - Student Handbook;
 - details of any impact on resourcing / support for students, for example, suitable electronic resources previously available to students through University's e- library under a franchise partnership; and
 - local arrangements to manage the transition of services previously operated with or by the University, to self-management by the Partner.
5. A completed Record of Decision arising from the Desktop Review will be received by University Senate. University Senate will review the Record of Decision and confirm due diligence has been undertaken.
6. Final approval of any change to a partnership within the period of delivery rests with Senate.