



BISHOP GROSSETESTE UNIVERSITY

Document Administration

<b>Document Title:</b>	Code of Practice for Collaborative Provision
<b>Document Category:</b>	Code of Practice
<b>Version Number:</b>	1.6
<b>Status:</b>	APPROVED
<b>Reason for development:</b>	To address the process required for collaborative provision.
<b>Scope:</b>	This procedure applies to staff and students.
<b>Author / developer:</b>	Chief Quality and Compliance Officer
<b>Owner</b>	Registrar and University Secretary
<b>Assessment:</b> (where relevant)	Tick relevant assessments <input checked="" type="checkbox"/> Equality Assessment <input type="checkbox"/> Legal <input type="checkbox"/> Information Governance <input type="checkbox"/> Academic Governance
<b>Consultation:</b> (where relevant)	<input type="checkbox"/> Staff Trade Unions via HR <input checked="" type="checkbox"/> Students via Bishop Grosseteste University Students' Union <input type="checkbox"/> Any relevant external statutory bodies
<b>Authorised by (Board):</b>	Senate
<b>Date first version authorised:</b>	12 December 2018
<b>Date current version authorised:</b>	07 March 2023
<b>Date current version effective from:</b>	March 2023
<b>Review due:</b>	September 2024
<b>Document location:</b>	University Website
<b>Document dissemination / communications plan</b>	University website, Staff Portal, Student Portal.
<b>Document control:</b>	All printed versions of this document are classified as uncontrolled. A controlled version is available from the <i>University website</i> .



## Introduction

1. This *Code of Practice* sets out the arrangements governing collaborative provision and is intended to comply with relevant sections of the Quality Assurance Agency (QAA) *UK Quality Code for Higher Education*. Collaborative provision is defined as educational provision leading to an award, or specific credit toward an award, of Bishop Grosseteste University (hereinafter referred to as the University) which is delivered and assessed through an arrangement with a partner organisation. The term is understood to cover both those cases in which the partner organisation is directly funded for the students enrolled on the programmes which are the subject of the collaborative arrangement and those where the funded numbers rest with the University. The nature of the financial arrangements which apply in a particular case will be set out in a memorandum of co-operation. Arrangements for international exchange programmes do not fall within the remit of this *Code of Practice*, but under the *Code of Practice for Flexible and Distributed Learning*.
2. The approval of collaborative arrangements takes place at two levels and in two stages. 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 Co-operation. The second stage involves the approval of particular programmes of study operating under the terms of the Memorandum. Programmes of study may be approved for delivery through a collaborative arrangement only in cases where institutional approval has been secured. If there is a specific articulation requirement this will be undertaken following Institutional Approval.
3. This *Code of Practice* is, therefore, divided into two parts corresponding to these processes. The first sets out the principles and procedures governing institutional approval; the second covers the approval of specific programmes of study and establishes the arrangements that are required to secure their academic standards and the quality of the experience offered to students enrolled on them.
4. There are a range of types of collaborative provision defined as:
  - **Validated** - A process by which BGU quality assures a module or programme developed and delivered by another organisation and approves it as being of an appropriate standard and quality to contribute, or lead, to one of its awards, or where a delivery organisation is authorised to deliver and assess part or all of one (or more) of BGU's approved programmes. The application of academic codes are delegated to the delivery organisation. Examination boards and the external examining processes are conducted by the degree-awarding body. Students normally have a direct contractual relationship with the delivery organisation.
  - **Probationary Validated** - A process by which BGU agrees to authorise a delivery organisation to deliver (and sometimes assess) part or all of one (or more) of BGU's approved programmes. The application of academic codes are controlled by BGU and undertaken via joint panels. Examination boards and the external examining processes are conducted by BGU. Students normally have a direct contractual relationship with



the delivery organisation, however BGU retains direct responsibility for the programme content, the teaching and assessment strategy, the assessment regime and the quality assurance of delivery.

- **Franchise** - A process by which BGU agrees to authorise a delivery organisation to deliver part or all of one (or more) of BGU's approved programmes. BGU retains direct responsibility for the programme content, the teaching and assessment strategy, the assessment regime and the quality assurance. The application of academic codes is controlled by BGU and undertaken via joint panels. Students normally have a direct contractual relationship with BGU.
- **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) attests to the successful completion of this jointly delivered programme, replacing the separate institutional or national qualifications.
- **School Direct** – The partner will secure student numbers (through NCTL) and will work with the University for the school-based PGCE Programme. The partner will be responsible for the delivery of BGU recommended QTS assessment practices and professional practice elements of PGCE provision. Students are enrolled with BGU.
- **SCITT** – School Centred Initial Teacher Training represents a type of collaborative provision. SCITTs are approved by NCTL and are inspected by Ofsted. The SCITT undertake delivery and recommendation of QTS and professional practice. Where the intention is for the students to exit with an academic award, BGU may assist with the academic elements of the PGCE.
- **Articulation Agreement** - A formal arrangement between BGU and an external organisation that facilitate admission to an advanced point<sup>1</sup> of a BGU programme. This admission is granted on the basis of academic credit awarded by that external organisation which is approved by BGU as being equivalent to study which would otherwise have been undertaken as part of the BGU programme. BGU 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 BGU programme, 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 BGU programme, subject to an individual application.

In both instances noted above, the exact nature of the arrangement is detailed in a formal Articulation Agreement between BGU and the external organisation. The two separate components are the responsibility of the respective organisations delivering them but, together, contribute to a single award (of the degree-awarding body). Students normally have a contractual relationship with the organisation which delivers the first component and subsequently with the degree-awarding body.

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<sup>1</sup> For the purposes of this document 'advanced point' generally refers to any point within the programme other than the initial standard entry point.

## Part 1: Institutional Approval

### Initial consideration of proposals

5. A proposal to enter into a partnership with another organisation whereby the University would validate academic programmes offered by that organisation, or whereby a probationary validated, franchise or joint delivery arrangement has been proposed, will be reviewed by the Partnership Development Office to ensure alignment with BGU values and strategy. Where alignment has been assured, the Partnership Development Manager will work with the relevant Head of Programmes to present the proposal for consideration by the Faculty Executive Group. Where the Faculty Executive Group agrees in principle that they would like to work with the proposing organisation and are happy to consider the proposed subject area, the proposing organisation will be requested to submit, in conjunction with the relevant Programme Portfolio Area, an outline proposal to Partnership Development and Quality.
6. An initial risk assessment will be conducted by Quality. To ensure that there are adequate safeguards against financial impropriety or conflicts of interest that might compromise academic standards or the quality of learning opportunities, this risk assessment, an initial financial analysis and an outline proposal will be presented to the Vice-Chancellor's Advisory Group (VCAG).
7. VCAG will consider how far the proposal accords with the strategic priorities of the University and whether on the basis of the initial application there is a case to proceed Institutional Approval Panel
8. If VCAG recommend that a case to proceed has been established, the Executive (consisting of the Vice-Chancellor, Deputy Vice-Chancellor and Chief Operating Officer) will refer the proposal to Senate for discussion and approval. If Senate agrees that the proposal merits further consideration, it will set up an Institutional Approval Panel consisting of at least three senior managers of the University, at least one of whom will be the Deputy Vice-Chancellor (or nominee) who will act as Chair. One member should also be a senior academic. The Chair will nominate at least one member external to the University to join the panel who will have experience of collaborative arrangements and occupy a senior position in an institution unconnected with either the University or its proposed partner. Quality will provide advice as necessary on judging the suitability of any proposed external panel members. In addition, the panel may call upon the expertise of other post holders or expert groups within the University. The nomination will be subject to the approval of the Chair of Senate.
9. The Chair of the panel will request such information from the proposed partner as will enable the panel to satisfy itself of its good academic and financial standing. The documentation which will typically be required is listed in Appendix 1 and must in all cases be sufficient to establish:

#### In the event of an UK partner

- (i) the legal status of the prospective partner and its capacity in law to enter into a contract with the University;



- (ii) 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; and
- (iii) 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 with appropriate learning opportunities.

#### In the event of an international partner

- (iv) the legal status of the prospective partner and its capacity in law to enter into a contract with the University;
  - (v) the standing of the prospective partner in the light of the experience of other UK organisations and of reports by external regulatory bodies charged with the inspection, regulation or accreditation of the organisation and the programmes which it offers; and
  - (vi) the capacity of the prospective partner to provide the resources necessary for the successful delivery of the programmes, usually in the English language, which are to be offered under the terms of the agreement in a safe and appropriate environment and with appropriate learning opportunities.
10. The panel will also seek to satisfy itself that the mission and educational objectives of the partner organisation are well matched to those of the University, specifically in relation to:
- (i) positive outcomes for all;
  - (ii) access and participation; and
  - (iii) student protection.
11. The Chair will also request information relating to the financial stability of the prospective partner. However, because such information is likely to be confidential and of commercial sensitivity, it will be considered in confidence by the Chief Operating Officer (or nominee) who will undertake an assessment of the financial risk associated with the proposal. The Chair will report the outcome of this assessment to the Institutional Approval Panel.
12. There is a fee for Institutional Approval, details of the current rates can be obtained from the Partnership Development Office. Payment would be expected in advance of an Institutional Approval Event.

#### Institutional Approval Event

13. The Approval Panel will meet for an Institutional Approval Event which will normally take place at the proposed partner organisation; if the event takes place at the



University or is held online, the panel will have ensured that the premises of the potential partner has been formally assessed for suitability of delivery of the University's programmes. The event will be of sufficient length and scope to provide a full opportunity for the panel to explore in depth with senior members of the organisation the documentation and issues arising from it. Members or appointed representatives of the panel will wish to inspect the facilities offered by the organisation to assure themselves that they are sufficient to support the delivery of programmes validated by the University.

14. Members of the panel will receive a copy of the documentation at least 15 working days in advance of the meeting to allow time for full consideration and detection of initial areas for further exploration.
15. At the Institutional Approval Event the panel will hold an initial private meeting. It will then discuss with senior staff of the partner organisation in order to undertake an exploration of issues arising from the documentation. It is expected that the questioning will be sufficiently rigorous to ensure that there can be full confidence in the organisation as a collaborative partner, but the event should be conducted on a basis of mutual respect appropriate for a professional process of peer review.
16. Following its meeting with the proposing team, the panel will meet privately to formulate the conclusions and the recommendation that it will make to Senate. It will be open to the panel to make one of the following recommendations:
  - (i) to approve the organisation as a collaborative partner stating clearly the type of collaborative arrangement involved, as per the definitions set out in paragraph 4 of this code;
  - (ii) to approve the organisation as a collaborative partner subject to conditions and/or recommendations;
  - (iii) to defer a decision pending the resolution of major conditions; or
  - (iv) to reject the proposal to enter a collaborative arrangement.
17. The panel's recommendations and any conditions will be presented orally to the staff of the proposed partner organisation at the conclusion of the Institutional Approval Event and a date will be agreed by which any conditions must be met. Once conditions have been met, the final decision/approval rests with the University's Senate.

#### Approval by Senate

18. The Record of Decision and a written report of the Institutional Approval Event and its outcome will be produced by Quality and circulated to members of the panel and to the leader of the team from the proposed partner organisation for confirmation. Senate will receive the both the Record of Decision and confirmed report together with a note from the Chair indicating whether the conditions have been, or are still to be, met. Once Senate is satisfied that all conditions have been met, a Memorandum of Co-operation will be authorised to be prepared by the Partnership Development Office. In the event of a recommendation not to proceed, the Partnership

Development Manager will work with the proposing organisation to discuss the feedback and to consider appropriate next steps.

#### Memorandum of Co-operation

19. All collaborative arrangements will be based upon a written and legally binding Memorandum of Co-operation 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 organisation. The agreement shall include:
  - (i) provisions for the resolution of disputes and arrangements for mediation;
  - (ii) specification of the legal jurisdiction under which any disputes would be resolved;
  - (iii) provisions to enable either organisation to suspend or withdraw from the agreement if the other party fails to fulfil its obligations;
  - (iv) provisions for the termination of the agreement and the financial arrangements that would apply in such a case; and
  - (v) 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.
  
20. The Memorandum of Co-operation will also set out the following requirements which will apply to all collaborative arrangements:
  - (i) All certificates, transcripts and diploma supplements issued in respect of awards offered through a collaborative agreement will be issued by the University.
  - (ii) The University has the responsibility for assuring itself of the accuracy of any information about the programmes which it validates. It will, therefore, have the right to approve all such information, whether available on paper or electronically, prior to publication and to require changes to be made where it deems this to be necessary. The partner organisation 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, a link to the University's website and the most recent University logo. The partner organisation will agree to the publication of the programme details and other information on the University's website in accordance with the prevailing Key Information requirements.
  - (iii) The partner organisation will ensure that all its activities comply fully with the spirit of the University's policies on diversity and equality by aiming to provide



equality of opportunity regardless of characteristics such as age, ethnic origin, family responsibility, gender, marital status, nationality, religion, sexual orientation and disability.

- (iv) The partner organisation will ensure, where applicable, that both its Student Protection Plan and Access and Participation Plan align with the University's plans to ensure consistency of information.
  - (v) The copyright of programmes that are validated by the University will rest with the University.
21. The Memorandum of Co-operation will distinguish clearly between those aspects that relate to the relationship between the University and the partner organisation 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.
  22. The Memorandum of Co-operation will include an annex setting out the financial basis of the partnership and specifying the level of all charges to be levied. The terms of the financial annex may be reviewed annually. Before entering into a collaborative arrangement, the costs associated with it, and with any programmes which are to be offered under its terms, will be accounted for accurately and fully.
  23. The Memorandum of Co-operation will specify the length of time for which institutional approval has been given. This period may not normally exceed six years. If during this period the partner organisation undergoes a change in status or ownership it is obliged to notify the University immediately and the University will then have the right to reassess the risks related to the partnership and review its continuing relationship. 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 organisation will be invited to submit its own review of the operation of the collaboration to assist the Institutional Approval Panel in its deliberations. Provided that the panel makes a positive recommendation for re-approval, which is accepted by Senate, a new Memorandum of Co-operation will be prepared and the partnership extended for a new term.

#### Register of Collaborative Arrangements

24. The University will maintain a current register of all partners with whom it has entered into 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 will be held by Quality and other information relating to the collaborative arrangements will be held by the Partnership Development Office.

#### Management of Collaborative Arrangements at Organisational Level

25. The University and the partner organisation 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.

26. A Joint Board of Studies will act as the principal forum in which all collaborative partners can meet to assure the quality of the programmes being delivered. The Joint Board of Studies will meet at least twice annually, normally at the end of each semester, and will report to the Academic Enhancement Committee of the University.
27. The Joint Board of Studies will not have executive powers but may make recommendations to the Academic Enhancement Committee of the University. The minutes will be received by the Faculty Executive Group for information.
28. The Deputy Vice-Chancellor (or nominee) will act as Chair of the Joint Board of Studies whose membership is detailed in the terms of reference.

## **Part 2 Programme Approval**

### Introduction

29. Collaborative arrangements of the kind outlined in Part One of this *Code of Practice* exist in order to create a framework in which the partner organisation may offer programmes of study validated by and leading to awards of the University. The second part of the *Code of Practice* sets out the arrangements by which the University may assure itself with regard to the quality and standards of the programmes offered in its name.

### Articulation Agreement for advanced entry into a BGU Programme

30. An Articulation Agreement is a formal partnership whereby BGU either guarantees entry on a particular programme, or programmes, on 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 BGU programme, subject to an individual application.
31. An Articulation Agreement includes mapping that demonstrates the academic fit of the applicant's programme with the BGU programme they will enter.
32. Approval of an Articulation Agreement requires consideration of the partner through the standard Institutional Approval Process and completion of the University's Standard Accreditation Form by the proposing School for consideration and approval by the Quality Assurance Committee. The Standard Accreditation Form and associated mapping document must be approved by the Faculty Executive Group prior to submission to the Recognition for Prior Learning Panel and Quality Assurance Committee.
33. Approval of an articulation relationship leads to the signing of an Articulation Agreement, which will be prepared by the Partnership Development Office.

### **Programmes to be awarded under BGU degree awarding powers at a collaborative partner**



34. Each programme offered through a collaborative arrangement will be the subject of a separate agreement between the University and the partner organisation. The programme will operate under the terms of the Memorandum of Co-operation by which the partnership is established.
35. The University will remain responsible for the academic standards and the ultimate assurance of the quality of learning opportunities of all awards offered in its name and it will take steps to ensure that they are such as to meet the expectations of the UK Quality Code.
36. The programmes offered under a collaborative agreement will be subject to the University's quality assurance and enhancement procedures in respect of validation, annual monitoring and periodic review. In implementing these procedures, both parties will use their best endeavours to ensure that the academic validity of the programmes, the standards set and achieved, the quality of public information provided on the programmes and the quality of the learning opportunities offered to students are equivalent to those of similar programmes at the University.
37. There is a fee for Programme Approval/Validation, details of the current rate can be obtained from the Partnership Development Office. Payment would be expected in advance of any event taking place.

#### Validation

38. All new programmes to be delivered by a partner organisation through a collaborative arrangement will be approved through the procedures set out in the University's *Code of Practice for the Validation of Programmes*. The validation panel will seek to ensure that the programme meets the expectations of the UK Quality Code by taking due account of the Framework for Higher Education Qualifications, relevant subject benchmarks, and the provision of a full programme specification in an approved format.

#### Programme Approval

39. Where it is proposed to deliver a previously validated BGU programme through a collaborative arrangement, a programme approval event will be held to ensure that the organisation through which it is proposed to deliver the programme has the necessary resources, facilities and expertise to ensure the maintenance of academic standards and the quality of the experience offered to students. Such an event will take account of, but will be separate from, the outcome of the Institutional Approval Event.

#### Professional Accreditation and Recognition

40. 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 of its intention and obtain a definitive ruling as to whether the accreditation or recognition will apply to the programme when delivered by the partner organisation. The University will keep the body which has approved or recognised the programme informed of the final agreement which is entered into and of any subsequent changes which are made.

## Management of programmes offered through collaborative arrangements

### Programme Leaders and Link Tutors

41. The partner organisation will identify a named member of its staff as the Programme Leader for each programme validated through a collaborative arrangement. The Programme Leader is the primary academic contact for the programme at the partner organisation. The Programme Leader will have direct responsibility for the programme and its operation and will be the first point of contact for the University in all matters connected with the programme. In some cases it may be appropriate for a single Programme Leader to oversee a group of cognate programmes.
42. Similarly, the University will identify a designated Link Tutor or similar role, appointed by the relevant Head of Programme, who is the primary academic contact with responsibility for the programme at BGU. The Link Tutor will oversee each programme or group of cognate programmes, monitor evidence of the quality of learning opportunities on those programmes on a day-to-day level, and be the first point of contact for the Programme Leader.
43. The Programme Leader and Link Tutor will each be responsible, through their line manager if appropriate, to the senior member of staff in their respective organisations who has overall responsibility for collaborative provision.

### Programme Committee

44. A Programme Committee will be established for each programme offered through a collaborative arrangement. The Committee will be responsible for overseeing the effective operation of the programme and will be the forum in which issues affecting its development, operational delivery and matters related to the quality of learning opportunities can be raised and discussed. Where appropriate, agreement may be reached for a single Programme Committee to oversee a suite of cognate programmes.
45. The Programme Committee will be chaired by the Programme Leader and its membership will also include all tutors contributing to the programme, at least one student representative from each stage of the programme, and a representative nominated by the University (normally the Link Tutor/Academic Lead, Flexible and Distributed Learning).
46. The terms of reference for Programme Committees will be approved by the Joint Board of Studies. The Programme Committee will meet at least three times each year. The Programme Leader will be responsible for sending an agenda and papers for the Programme Committee to the Link Tutor/Academic Lead for Flexible and Distributed Learning at least two weeks before the date of each meeting. The Link Tutor will have the right to place additional items on the agenda. Full and accurate minutes will be taken and the minutes will be received by the Joint Board of Studies and by the relevant Department Committee of the University.
47. 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.

#### Review and Revalidation

48. Programmes offered through a collaborative arrangement will be subject to Annual Monitoring to provide assurance to the Faculty Executive Group and Joint Board of Studies that the standards and quality of the programme are continuing to meet the expectations of the University. It should also be noted that annual monitoring may lead to enhancement plans requiring revalidation of a programme and, where this is the case, any collaborative partner delivering the programme will be involved in a process of consultation.
49. The University also monitors the quality of information on the collaboration – provided by itself or by the collaborative partner – at least on an annual basis through the joint efforts of the relevant academic and administrative staff including School based staff and Marketing specialists.
50. The Programme Leader will make arrangements for the collection of written feedback from the students enrolled on each programme at least once in each session. The feedback will be subject to systematic analysis and be used as evidence to inform the process of Annual Monitoring. The University will have the right of independent access to student feedback.
51. The Programme Leader will prepare an Annual Monitoring Report (AMR) on behalf of the Programme Committee. The format and content of the report will follow that adopted by the University and set out in the *Code of Practice for the Annual Monitoring of Programmes*. Where changes are necessary to the form of the report to reflect local circumstances, these will be agreed with the Head of Programmes for the area within which the programme resides.
52. The AMR will be considered and agreed by the Programme Committee. It will then be submitted to the University for consideration and approval by the Faculty Executive Group, normally at its meeting in the autumn term. The report will be reviewed in the Head of Programmes' report on Annual Monitoring and will affect the University's highest-level institutional reporting on the academic health of its programmes. The Link Tutor/Academic Lead for Flexible and Distributed Learning will be responsible to the Head of Programmes for overseeing the resolution of any issues of concern that may be identified through Annual Monitoring. The Academic Lead for Flexible and Distributed Learning will create a composite report and enhancement plan for consideration by the Joint Board of Studies. Particular attention is paid to standards and the monitoring of the quality of learning opportunities to ensure they are being equitable across the board wherever the programme is delivered when the same programme is taught to cohorts of students at the University and at collaborative partners.
53. The University reserves the right to undertake a review of the partner organisation'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 Periodic Review of Programmes* or, in cases where a full review is not deemed to be necessary, a modified form thereof. The partner organisation will comply fully with the requirements of such reviews and

provide prompt access to the information requested by the University. Probationary Validated organisations will be subject to review at a minimum of 6-monthly intervals from receipt of Institutional Approval. This may be extended to 12-monthly intervals at the sole discretion and satisfaction of the University.

#### Documentation relating to quality and standards

54. 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 Quality.

#### **Administration and delivery of programmes offered through collaborative provision**

55. Where the administration is specific to the type of collaborative provision please refer to Appendix 2 for the relevant information.

#### Admissions

56. The selection and admission of students on a validated and probationary validated programmes will be undertaken by the partner organisation 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*.
57. 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 organisation. The partner organisation will return details regarding students registered on the programmes to the Academic Registry at 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 organisation will inform the University promptly and in any case within 20 working days of any student who withdraws from the programme or suspends his or her studies.
58. The partner organisation will supply the University promptly with all such information as may be required to allow it to meet its obligations with regard to the provision of information to stakeholders and the return of information to external agencies or services.

#### Programme delivery

59. The partner organisation 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 document. Any changes to the validated programme will 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.
60. The partner organisation will ensure that the programme is taught by staff who have appropriate qualifications and expertise and who have been approved by the University as suitable to teach and assess the programme. The partner organisation will include in



the documentation presented for validation 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, the Programme Leader will inform the University and provide full *curricula vitae* for newly appointed staff, normally at least six weeks before they commence teaching. The University will have the right to require the partner organisation to seek additional or alternative staff where it regards this as necessary to maintain the quality of provision.

61. The partner organisation will agree that the academic standards of the programmes, the quality of their delivery, the student experience and learning opportunities offered, and the quality of public information provided on the programme and the collaboration will be monitored by a designated member of staff of the University, normally the Link Tutor/Academic Lead, Flexible and Distributed Learning, who will attend meetings of the relevant Programme Committees and the Joint Board of Studies; in the case of public information provided on the programme and the collaboration, normally also the Marketing Manager or a nominee is involved in the quality assurance and monitoring. The Faculty Executive Group and Academic Enhancement Committee of the University will monitor the standards and quality of provision through a consideration of such evidence as the minutes of the Programme Committee and Joint Board of Studies, the outcomes of review meetings and Annual Monitoring, statistical indicators of student attainment and retention, and the reports of external examiners.
62. Should the partner organisation at any time fail to meet the quality or standards required by the University, QAA, Ofsted or a relevant professional body in relation to the programme of study, the University will have the right to give notice to the partner organisation of the nature of the failure and to specify the steps that it requires to be taken in order to address that failure and the date by which the specified actions must be completed. In the event that the partner organisation fails to comply with this condition, the University will be entitled to withdraw its approval for the programme, save that it will take steps to safeguard the interests of those students who are already registered.

#### Assessment

63. Assessment will be conducted by the approved internal examiners in accordance with the provisions set out in the validated programme documents. A sample of the students' assessed work will be agreed with the Link Tutor for moderation by staff of the University.
64. The principles and processes for assessment will conform to those set out in the University's *Code of Practice for the Assessment of Students* and the associated 'Guidance on Marking and Moderation', except where there is express written agreement to adopt alternative practice in consideration of local circumstances.
65. Arrangements for examinations will be comparable and compatible with those specified in the University's *Code of Practice for the Conduct of Examinations*.

#### External Examiners

66. The University will appoint an External Examiner for each programme or suite of





cognate programmes. The External Examiner will carry out the duties and observe the principles set out in the University's *Code of Practice on External Examining* and pay particular attention to standards and the monitoring of the quality of learning opportunities to ensure they are being equitable across the board wherever the programme is delivered when the same programme is taught to cohorts of students at the University and at collaborative partnership organisations. The External Examiner will consider a sample of assessed work and attend the meetings of the Board of Examiners at which student awards and progression are confirmed.

67. The External Examiner will produce an annual report in an approved format. The Programme Leader will prepare a response to address any issues arising from the report. The report will be considered and the response agreed by the Programme Committee before being submitted to the University for approval by the Faculty Executive Group. The Deputy Vice-Chancellor has overall responsibility to include a consideration of the reports relating to collaborative provision in the summary of issues raised by external examiners prepared annually for the Academic Enhancement Committee.
68. A fee is payable for Externally Examining each approved programme, details of the current rate can be obtained from the Partnership Development Office. Payment is expected in line with invoice terms.

#### Board of Examiners

69. 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*. The Board will be chaired by a senior member of the University. Its membership will comprise all programme tutors contributing to the programme, the Link Tutor and the External Examiner. 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.
70. The partner organisation will present the marks or grades awarded to students in an agreed format for confirmation by the Board of Examiners and retain records of these marks or grades for the period of time specified in the University's policy relating to record management.

### **The management of academic appeals, student misconduct and complaints**

#### Academic Appeals

71. Please refer to Appendix 2.

#### Academic Misconduct

72. Please refer to Appendix 2.

#### Student complaints

73. Please refer to Appendix 2.



#### Right of Appeal to the University

74. 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 organisation 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 organisation 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.
75. Anonymous complaints or grievances will not normally be considered.
76. 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.

## Collaborative Provision: Partner Documentation Required for Due Diligence

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### *Guidance:*

*The documentation required by the University from a potential partner will vary according to the nature of the proposed collaborative activity. When developing higher risk provision with a new partner a selection of documentation is required. Staff in the Partnership Development/Quality Office will liaise with the proposed partner to acquire the information. The documentation will be assessed by the relevant Committees, with support from staff in Partnership Development, Quality, International Office and other relevant departments.*

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## Due Diligence Checklist for

### **[Insert name of education institution]**

#### **Rational for Proposed Partnership**

Please complete the Collaborative Proposal Form available from our Partnership Development Office.

The form will prompt the proposing partner to provide a rationale for the collaborative relationship, considering the alignment of their aims, character and strategy with the University's.

#### **Financial and Legal Due Diligence**

Please supply the following information in respect of [education institution] ('the Organisation'). We suggest that you retain photocopies of any original copies of documents sent to the University.

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.

#### **The Organisation**

1. A copy of the constitutional documents for the Organisation (incorporating any amendments which have been made) (with English translation where appropriate) notarised where appropriate.
2. 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.
3. Details of the legal framework for the jurisdiction applying to the Organisation in respect of the proposed partnership.
4. Details of the organisation of education in [name of country].
5. The audited accounts or equivalent records of the Organisation for the last three years.



6. A copy of the management accounts or equivalent records of the Organisation since the end of the last accounting period.
7. Confirmation of the solvency of the Organisation.
8. Details of all mortgages, charges or other security documentation affecting the Organisation and copies of any documentation which may affect the partnership.
9. Details of the tax status of the Organisation.
10. Details of any double tax treaty between UK and [name of country where Organisation is based], if applicable.
11. Details of any exchange control or currency rules affecting payments of currency into or out of [country where Organisation is based] whether in Great British Pounds Sterling or otherwise, if applicable.
12. Details of the financing arrangements of the Organisation including particulars of all overdrafts, loans and other indebtedness and facilities affecting the Organisation.
13. Details of any state or public sector funding applicable to the Organisation.
14. Confirmation that the Organisation owns all intellectual property rights of its staff and employees.
15. Particulars of all insurance arrangements of the Organisation relating to the proposed partnership.
16. Details of any collaborations with third parties which the Organisation is currently involved with and if any collaborations have recently terminated, an explanation of the reasons for such termination.
17. Details of any quotations or tenders which the Organisation has submitted which are relevant to the proposed partnership.
18. Copies of all permits, authorities, registrations, licences, approvals and consents (whether granted by public or private authorities or otherwise) held by the Organisation and necessary to carry on both the Organisation and the proposed partnership.
19. Details of any of the following which is current, or which is known to be pending, threatened or possible in relation to the Organisation or the proposed partnership:
  - 19.1 any litigation or arbitration proceedings (whether as claimant or defendant);
  - 19.2 any prosecution; and
  - 19.3 any investigation or inquiry by a governmental or official body.
20. Details of all relevant grants, subsidies, payments or allowances taken out by or granted to the Organisation in relation to the proposed partnership.
21. Other than as required elsewhere in this questionnaire, please provide details of any liabilities which are relevant to the Organisation or the proposed partnership.
22. Details of any data protection requirements relevant to the Organisation or the proposed partnership.

## **Institutional Strategy, Regulations and Quality Assurance**

### **Institution Information**

1. Institutional aims or Mission statement, including aims for internationalisation, widening participation and positive outcomes for all.
2. Prospectus.

3. Student handbook.
4. Details of collaboration with other UK HEI's.

### **Regulations, Policies and Procedures**

(Please note, for franchised agreements, items 5, 6, and 7 are not applicable. Please provide confirmation of your consent to adhere to the relevant BGU's policies in relation to the franchised delivery)

5. Procedures for admission and selection of students, including Accreditation of Prior Learning, where applicable.
6. Procedures for detecting plagiarism and for dealing with unfair practice in general.
7. Procedures for dealing with complaints and appeals.
8. Health and safety policy.
9. Policies relating to equal opportunities and diversity.
10. Policies relating to students with disabilities.
11. Student Protection Plan.
12. Access and Participation Plan.
13. Safeguarding, Prevent and Freedom of Speech policies.

### **Quality Assurance and Enhancement**

14. In the case of taught programmes, procedures for annual module and course review.
15. In the case of research programmes, procedures for annual monitoring of progress.
16. Procedures for obtaining feedback from students.
17. Reports of any relevant reviews by external or public sector review bodies.
18. Professional development opportunities for staff.

### **Student Support Services**

19. Student welfare and support services including provision for students with disabilities.
20. Tutorial or other support systems.

Please provide all information in the English language and translations of relevant documents into English if necessary.

<b>Policy</b>	<b>Franchised Provision</b>	<b>Probationary Validated Provision</b>	<b>Validated Provision</b>	<b>Joint Award</b>	<b>School Direct</b>	<b>SCITT</b>
Admissions	Franchised partner institutions will abide by the University's <i>Code of Practice on Admissions</i> .	The selection and admission of students on a validated programme will be undertaken by the partner organisation 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 <i>Code of Practice on Admissions</i> ..	The selection and admission of students on a validated programme will be undertaken by the partner organisation 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 <i>Code of Practice on Admissions</i> .	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.	School direct partners will abide by the University's <i>Code of Practice on Admissions</i> and will be fully involved in the applicant interview process.	SCITT partner will abide by the University's <i>Code of Practice on Admissions</i> .

<b>Policy</b>	<b>Franchised Provision</b>	<b>Probationary Validated Provision</b>	<b>Validated Provision</b>	<b>Joint Award</b>	<b>School Direct</b>	<b>SCITT</b>
Recognition of Prior Learning	Applications for the Recognition of Prior Learning (RPL) will be considered by the University' Programme Leader and an RPL Panel under the terms and procedures of the University's <i>Code of Practice for the Recognition of Prior Learning</i> .	Applications for the Recognition of Prior Learning (RPL) will be administered by the probationary validated partner with final approval by the University Programme Leader and an RPL Panel convened by the University.	Applications for the Recognition of Prior Learning (RPL) will be administered by the validated partner with final approval by the University Programme Leader and an RPL Panel convened by the University.	The University and its partner must agree mutual arrangements in respect of RPL arrangements	N/A	N/A
Academic Appeal	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	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 work with the partner to ensure that the appeal is investigated under	The partner organisation will ensure that a procedure for investigating academic appeals is in place and is comparable to that which would apply to a student enrolled at the University. The definition of academic appeal and the process through	The University and its partner must agree mutual arrangements in respect of: arrangements for consideration of Exceptional Factors and Academic Appeals.	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	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

<b>Policy</b>	<b>Franchised Provision</b>	<b>Probationary Validated Provision</b>	<b>Validated Provision</b>	<b>Joint Award</b>	<b>School Direct</b>	<b>SCITT</b>
	<i>Code of Practice for Academic Appeals.</i>	the University's <i>Code of Practice for Academic Appeals.</i>	which appeals will be investigated will be brought to the attention of students and the relevant documentation will be readily accessible to them. The partner organisation will investigate and endeavour to resolve academic appeals before referring the matter to University. The partner organisation will make an annual report to the Joint Board of Studies regarding the number and nature of cases of academic appeals that have been investigated and resolved internally.		<i>Code of Practice for Academic Appeals.</i>	<i>Code of Practice for Academic Appeals.</i>
Academic Misconduct	Any case of suspected Academic Misconduct will be	Any case of suspected Academic Misconduct will be	The partner organisation will ensure that a	The University and its partner must agree	Any case of suspected Academic	Any case of suspected Academic



Policy	Franchised Provision	Probationary Validated Provision	Validated Provision	Joint Award	School Direct	SCITT
	<p>reported immediately to the Student Administration Manager at the University who will arrange, following an initial discussion at the partner institution, for the misconduct to be investigated under the University's <i>Code of Practice for Academic Misconduct</i>.</p>	<p>reported immediately to the Student Administration Manager at the University who will work with the partner, following an initial discussion at the partner institution, to ensure that the suspected misconduct is investigated under the University's <i>Code of Practice for Academic Misconduct</i>.</p>	<p>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 definition of academic misconduct, the process through which allegations will be investigated and the penalties which may be imposed will be brought to the attention of students and the relevant documentation will be readily accessible to them. The partner organisation will investigate and endeavour to resolve allegations of academic misconduct before referring the</p>	<p>mutual arrangements in respect of: arrangement for the consideration of Academic Misconduct.</p>	<p>Misconduct will be reported immediately to the Student Administration Manager at the University who will arrange for the misconduct to be investigated under the University's <i>Code of Practice for Academic Misconduct</i>.</p>	<p>Misconduct will be reported immediately to the Student Administration Manager at the University who will arrange for the misconduct to be investigated under the University's <i>Code of Practice for Academic Misconduct</i>.</p>

Policy	Franchised Provision	Probationary Validated Provision	Validated Provision	Joint Award	School Direct	SCITT
			<p>matter to University. The partner organisation will make an annual report to the Joint Board of Studies regarding the number and nature of cases of academic misconduct that have been investigated and resolved internally and any penalties imposed.</p>			
Student Complaint	<p>Any complaint relating to the academic provision at a franchised partner will be reported to the University and the complaint will be investigated in accordance with the University's <i>Student Complaints Policy</i></p>	<p>Any complaint relating to the academic provision at a probationary validated partner will be reported to the University and the University will work with the partner to ensure that the complaint is investigated in accordance with the University's <i>Student Complaints Policy</i></p>	<p>The partner organisation 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 drawn to the</p>	<p>The University and its partner must agree mutual arrangements in respect of: the consideration of student complaints.</p>	<p>Any complaint relating to the academic provision will be reported to the University and the complaint will be investigated in accordance with the University's <i>Student Complaints Policy</i></p>	<p>Any complaint relating to the academic provision will be reported to the University and the complaint will be investigated in accordance with the University's <i>Student Complaints Policy</i></p>

Policy	Franchised Provision	Probationary Validated Provision	Validated Provision	Joint Award	School Direct	SCITT
			attention of students and be readily accessible to them. The partner organisation will endeavour to resolve complaints from students internally before referring the matter to the University. The partner organisation will make an annual report to the Joint Board of Studies regarding the number and subject of complaints that have been considered and resolved internally.			
Right of Appeal	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	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	The University will decline to deal with any complaint relating to a collaborative partner unless the internal procedures of that organisation	The University and its partner must agree mutual arrangements in respect of: a students' right of appeal.	Students will have the right of appeal to the University if they are dissatisfied with the outcome of the investigation of a complaint	Students will have the right of appeal to the University if they are dissatisfied with the outcome of the investigation of a complaint

<b>Policy</b>	<b>Franchised Provision</b>	<b>Probationary Validated Provision</b>	<b>Validated Provision</b>	<b>Joint Award</b>	<b>School Direct</b>	<b>SCITT</b>
	partner organisation in relation to the programme of study or other arrangements covered by this <i>Code of Practice</i> 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 organisation 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.	partner organisation in relation to the programme of study or other arrangements covered by this <i>Code of Practice</i> 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 organisation 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.	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 organisation if legal proceedings have been commenced in relation to that complaint, and will continue so to decline until legal proceedings have been fully ended.  Anonymous complaints or grievances will not normally be considered.		conducted by the partner organisation in relation to the programme of study or other arrangements covered by this <i>Code of Practice</i> 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 organisation will make all documents relevant to the appeal available and ensure that relevant members of staff attend any panel meetings convened to	conducted by the partner organisation in relation to the programme of study or other arrangements covered by this <i>Code of Practice</i> 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 organisation will make all documents relevant to the appeal available and ensure that relevant members of staff attend any panel meetings convened to

<b>Policy</b>	<b>Franchised Provision</b>	<b>Probationary Validated Provision</b>	<b>Validated Provision</b>	<b>Joint Award</b>	<b>School Direct</b>	<b>SCITT</b>
	<p>Anonymous complaints or grievances will not normally be considered.</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>Anonymous complaints or grievances will not normally be considered.</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>Where the internal procedures of the partner organisation 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>investigate or adjudicate in relation to the appeal.</p> <p>Anonymous complaints or grievances will not normally be considered.</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 three months of the date of the 'completion of procedures' letter issued to the student by the University</p>	<p>investigate or adjudicate in relation to the appeal.</p> <p>Anonymous complaints or grievances will not normally be considered.</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 three months of the date of the 'completion of procedures' letter issued to the student by the University</p>

Policy	Franchised Provision	Probationary Validated Provision	Validated Provision	Joint Award	School Direct	SCITT
Quality Assurance	Standard University Quality Assurance processes.	<p>Academic Lead for Flexible and Distributed Learning to monitor compliance with University processes.</p> <p>Sample Checks.</p> <p>Six-monthly Quality Assurance Reviews. This may be extended to 12-monthly intervals at the sole discretion and satisfaction of the University.</p> <p>BGU to have access to Partner VLE and Turnitin.</p>	<ul style="list-style-type: none"> <li>Academic Lead for Flexible and Distributed Learning to monitor compliance with University processes.</li> </ul>			

### **Change to Approved Partnership Within Term of Delivery.**

1. In each instance a proposal will be developed by the Partner Organisation in liaison with the University's Partnerships Development Manager for consideration by a sub-group of the University's Vice-Chancellor's Executive Group. The sub-group will consist of:
  - Deputy Vice-Chancellor;
  - Head of Finance;
  - Pro Vice-Chancellor (Students) / Dean of Faculty; and
  - Registrar and University Secretary.
2. The proposal and any additional costs arising from the change will be considered alongside the performance of the Partner Organisation.
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, validated to franchise or probationary validated to validated the following documents will need to be submitted:
  - a full set of revised policies;
  - Student Handbook; and
  - details of any impact on resourcing / support for students e.g. suitable electronic resources previously available to students through University's e-library under a franchise partnership.
5. The completed Record of Decision arising from the Desktop Review will be received by Senate. 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.