



# Code of practice for collaborative provision

Academic Year 2018/19

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## Introduction

1. The [QAA Quality Code for Higher Education](#) details the Expectations and Core and Common practices that degree-awarding bodies are expected to take into account when managing and overseeing collaborative arrangements<sup>1</sup>. It is based on the key principle that degree-awarding bodies will adopt a risk-based approach when developing and managing all forms of collaborative arrangements. In doing so they show appropriate due diligence so as to minimise potential risk and ensure all collaborative arrangements align with strategic plans and academic portfolios.
2. For the purposes of this *Code of practice* collaborative provision is defined as “all learning opportunities leading or contributing to the award of academic credit or qualification that are delivered, assessed or supported through an arrangement with one or more organisations other than the degree-awarding body”.
3. Degree-awarding bodies have ultimate responsibility for academic standards and the quality of learning opportunities, regardless of where these opportunities are delivered and who provides them
4. The purpose of this *Code of practice* is to articulate the arrangements governing collaborative provision at the University of Surrey using a risk-based approach so that arrangements for collaborative provision are implemented securely and managed effectively. It applies to all undergraduate, postgraduate taught and postgraduate research degree programmes.

## Academic governance, management and strategy

### *Academic governance and management*

5. The [Directorate of Quality Enhancement and Standards](#) (QES) is responsible for the overall management of the University *Regulations* and *Codes of practice*, working with colleagues in the Student Services and Administration Directorate, Secretariat, [Global Engagement Office](#), and Faculties with regard to collaborative arrangements. Collaborative provision activities are considered and approved through the [committee structure](#).
6. The Global Engagement Office oversees institution-wide or programme-specific exchange agreements for the mobility of staff and students (for example the Erasmus scheme). The Office also has a role in initiating and developing strategic partnerships with international institutions.
7. Contracts underpinning staff research with other institutions and organisations are managed by [Research and Innovation Services](#) and are outside the scope of this *Code of practice*.
8. All agreements relating to collaborative provision must be submitted to QES for recording, once the agreement has been approved, signed and dated.

### *Academic strategy*

9. The University has approved a Strategic Statement (see Appendix 1) to govern the development of its collaborative provision. This statement informs the principles underpinning the proposal of new collaborative partners (see paragraph 13 below).

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<sup>1</sup> The UK Quality Code for Higher Education is currently undergoing substantial revision; a set of revised Expectations and Practices were published in March 2018. The full Code, including the advice and guidance that underpins the Expectations and Practices, is due to be published in November 2018.

10. In 2012 the University undertook a strategic review of its Accredited and Associated Institutions. Consequently, all but one of these institutions (Farnborough College) are now in teach-out with no new students being admitted to Surrey validated programmes.

### **Types of collaborative provision**

11. The University's current collaborative activity can include any of the following:
- (i) validation of programmes delivered by non-degree-awarding bodies - designated an "Associated Institution or Accredited Institution";
  - (ii) dual/double awards in which the University and one or more awarding institutions provide programmes leading to separate awards being granted by both/all partners;
  - (iii) partnership in the delivery of a programme with another higher education institution or other body, where the award remains that of the University of Surrey;
  - (iv) progression and articulation agreements to facilitate student entry to specific degree programmes at the University;
  - (v) Professional Training Year (PTY) placements;
  - (vi) clinical and other professional placements;
  - (vii) split-site and off-site collaboration for postgraduate research degrees;
  - (viii) collaborative supervision of postgraduate research degrees;
  - (ix) visiting/exchange student arrangements in which students spend time at a partner institution to undertake one or more modules.

Study abroad, including exchanges and student mobility programmes fall under the remit of the Global Engagement Office.

Further information on the characteristics of the various types of collaborative activity and perceived level of risk is provided within the taxonomy at Appendix 2.

12. The provision of learning opportunities that do not directly contribute to the award of academic credit; and activities that are not assessed do not constitute collaborative activity and are therefore not subject to this *Code*. Such activities may include voluntary placements, delivery of provision by visiting lecturers who are not involved in assessment of student's work and mentoring sponsorship schemes, funding only collaborations or collaborations that are part of a doctoral training partnership. If further clarity is required regarding these please contact [collaborative@surrey.ac.uk](mailto:collaborative@surrey.ac.uk).

### **Principles of collaboration**

13. The University will always retain responsibility for the awards issued in its name. Any awards that are in the name of the University of Surrey will have been assessed in accordance to the University of Surrey [Regulations](#) and [Codes of practice](#). In addition to the Strategic Statement on collaborative provision, the University will only consider entering into formal collaborative arrangements with partners who meet the following criteria:;
- (i) there is a congruence of provision/subject range and level with those of Surrey;
  - (ii) the medium of tuition and assessment (and, as appropriate, of programme administration) is the English language, except where the focus of the discipline is another language;

- (iii) there is confidence in the collaborating institution's abilities to deliver the programme and to manage the collaboration;
  - (iv) there is a sound and sustainable business case;
  - (v) the partner institution should have a profile and status commensurate with those of the University and/or should be an organisation of good repute and standing within its own peer group;
  - (vi) for the purposes of the collaboration, the partner institution should operate a policy of non-discrimination and equal opportunity, consistent with the requirements of the University's Charter, the law and any specific policy and code of practice operated by the partner;
  - (vii) the legal capacity of the partner institution to enter into a collaborative agreement, including, where relevant, the status of academic or professional awards made in its name.
14. It should be noted that the University:
- does not normally approve any request to franchise University of Surrey programmes and awards
  - does not normally approve any request to establish joint degrees
  - is unlikely to be entering into any new validation of programmes delivered by other providers

## **Approval process**

### ***Initial discussion for a proposed collaboration***

15. During the early stages of the initial discussions regarding a potential collaboration, Schools/Departments/Faculties should contact:
- where relevant, the Faculty Business Finance Manager and the Marketing Department to ensure the financial business case and the marketing insight have been prepared and approved through the Faculty management approval process
  - the [Directorate of Quality Enhancement and Standards](#) for schemes with UK based partner institutions which involve dual awards, progression and articulations agreements with national partners (Faculties should also contact the Directorate of Recruitment and Admissions), and sharing of modules. Discussions will also identify potential benefits and risks to the University of the proposed partnership.
  - for validation of new campus-based programmes with a collaborative element the proposer should contact the [Directorate of Quality Enhancement and Standards](#) to initially begin the approval process (as per the [Code of practice for programme lifecycle processes](#))
  - the [Global Engagement Office](#) for schemes involving funded Educational Exchange/Teaching and Learning Programmes with partner institutions within the European Union, for University-wide schemes involving countries outside Europe, and for schemes which involve dual awards, progression and articulation agreements with international partners

Depending on the type and associated risk of the proposed collaboration, in some circumstances it may be necessary for more than one or all parties to be involved/consulted.

16. For international collaborative proposals, Faculties are expected to have consulted and received approval from the relevant International Faculty Committee before proceeding with the proposal.
17. For any potential collaboration which proposes a fee reduction, a fee reduction proposal form should be completed and submitted to the Head of Fees and Funding for consideration by the Fees, Bursaries and Scholarships Operations Group (see paragraphs 43 – 44 below for further information regarding fee reductions).
18. It should be made clear to the potential partner that discussions do not constitute approval and that the proposal will require initial formal approval by the relevant University or Faculty committee, before the implementation of any academic activity. No statements may be made to potential partners which implicitly or explicitly indicate otherwise.
19. A Memorandum of Understanding, which is a non-legally binding agreement, may be a method of formally identifying between the two parties that there is an intention to collaborate. This would require an institutional signature from an authorised signatory, which would be coordinated by the Faculty representative (see paragraphs 50 – 52 below).

#### ***Procedure for submitting proposals for approval***

20. All School, Department or Faculty collaborative proposals must be approved by the relevant committees.
21. The University has developed a number of approval processes that vary according to the associated perceived risk, which can be found in the [Collaborative Grid](#) on pages 7 and 8. The University also requires that the School, Department or Faculty have undertaken due diligence in ensuring that the proposed collaboration meets the criteria as determined in the Strategic Statement and principles of collaboration (see paragraphs 9 and 13 above).
22. Proposals for new collaborative activity should be submitted on the relevant proposal forms as indicated in the [Collaborative Grid](#). This contains five separate sections: general information, the business case, the academic case, due diligence (to be completed by QES) and approval.
23. The academic case and the business case are considered by separate bodies within the approval process.
24. Depending on the nature of the collaborative activity being proposed, the approval process may fall under the scope of established University approval process, for example programme modification.

#### ***Risk assessment and due diligence***

25. The adoption of a risk-based approach to the consideration and approval of all collaborative provision is the fundamental principle underlying the procedures in this *Code of practice*.
26. Prior to formal consideration by the appropriate committee, risk assessment and due diligence checks are undertaken on the prospective collaborative partner, which are co-ordinated by QES/Global Engagement Office to ensure consistency of process for different prospective collaborative partners.
27. The perceived risk for any collaborative activity is identified at the initial stages of the approval process whereby the proposer completes a risk assessment spreadsheet, which will calculate the business risk that the agreement presents. This should be completed for all types of collaborative activity.

28. The degree of risk associated with the proposal will fall into three categories, 'low', 'medium' or 'high'. Factors that determine the perceived level of risk associated with proposed collaborative provision include the type of collaborative activity, the location, socio-political and economic context of the proposed partner's country of operation, comparable education and quality assurance systems, experience and delivery and collaborative partnerships, financial health and status of the proposed partner.
29. For the purposes of this *Code of practice*, the University defines **low-risk** collaborative provision as that where any perceived risks may be mitigated sufficiently. This type of activity includes collaborations such as:
- placements
  - progression arrangements
  - collaborative co-supervision, split-site and off-site collaborations for postgraduate research degrees.

For the full list please see the [Collaborative Grid](#).

30. For the purposes of this *Code of practice*, the University defines **medium** and **high-risk** collaborative provision as those activities where due to the perceived level of risk, additional arrangements may be required to mitigate and manage the associated risks/collaboration. This type of activity includes collaborations such as:

*Medium*

- articulation arrangements
- partnership arrangements

*High*

- dual/double awards

For the full list please see the [Collaborative Grid](#).

31. Once the type of activity has been determined, the relevant stages shown on the [Collaborative Grid](#) should be followed, including completion of the forms that can be obtained from the QES website. These require completion by the proposer having the responsibility for collecting the Faculty-based signatory approval.
32. The University adopts a proportionate, risk-based approach to the due diligence process in order to establish at an early stage in the development of the proposed collaboration whether the proposed collaborative partnership aligns with the University's strategy and presents no undue risk to the University's reputation and standing. The process also enables the University to evaluate whether the collaborative partner possesses the academic, financial and legal standing to support a high quality and sustainable partnership. With international provision more in-depth due diligence is required at the business case stage.
33. The business case section of the proposal form is used to gather accurate information regarding the proposed collaboration in order to provide a basis for the completion of the University's due diligence procedure and associated due diligence report. It forms part of the first stage of the approval process and determines what further steps are required.



34. The due diligence report covers financial, legal and regulatory/quality assurance issues:
- **Financial** due diligence seeks to provide assurance about the collaborative partner's financial standing and whether they have the capacity to meet the financial obligations of a partnership with the University. The Financial due diligence is determined by the risk level which has been calculated on the risk assessment spreadsheet. This activity will normally be overseen by the Head of Financial Accounting who will confirm whether there are any areas that warrant further investigation and identify any potential risks associated with the proposal.
  - **Legal** due diligence seeks to establish the statutory and constitutional framework governing the operation of the prospective collaborative partner and its capacity to enter into a legal agreement with the University. This form requires completion by the potential partner and is sent back to QES via the proposer.
  - **Academic** due diligence seeks to establish whether the prospective collaborative partner is of good academic standing based on the quality assurance systems and experience appropriate to the proposed collaboration. This activity will normally be overseen by QES who will confirm whether there are any areas that warrant further investigation and identify any potential risks associated with the proposal. If the collaboration is with an international partner, then QES will liaise with the Global Engagement Office to ensure accurate completion.

***New agreements with existing partners***

35. If there is a need to create a new agreement with a partner who has an existing agreement with the University, then the legal / financial / health and safety/academic due diligence that was collected from the previous agreement can be used. This will only be valid if the due diligence has been completed within the last five years.
36. The partner will be required to confirm that the current legal / financial / health and safety / academic due diligence is still accurate. If this is not the case then an updated due diligence will be required.

***Approval of new partners and collaborative activity***

37. Links to all the relevant forms for each process can be found in the [Collaborative Grid](#) with the associated risk, level of approval and responsibilities for completion of the forms. Instructions for completing each individual form can be found within the forms themselves; all forms being returned to QES ([collaborative@surrey.ac.uk](mailto:collaborative@surrey.ac.uk)) so that the due diligence can take place. Any forms that require completion by the proposed partner are the responsibility of the proposer to arrange.
38. If the proposal is a medium to high risk international arrangement, it will be required to have the approval of the Global Engagement Strategy Committee (GESC) as well as ULTC / URIC.
39. It is important to note that no advertising for studentships can take place until an agreement has been signed by both parties. Once the agreement has been signed then the studentship can be advertised in accordance with the guidelines for published information and in line with the terms of the agreement.
40. Each form requires completion before the draft agreement can be made. Once the due diligence and draft agreement have been drawn up, final approval from both partners and the signing of the agreement can take place. .

## Collaborative Grid

Arrangement Information			Forms for completion										The Agreement
			Stage One			Stage Two				Stage Three			Stage Four
Arrangement Type	Level of risk	Level of approval	Initial proposal form	Risk Assessment <sup>2</sup>	Memorandum of Understanding <sup>2</sup>	Approval form type <sup>2</sup>	Academic due diligence <sup>2</sup>	Curriculum mapping template <sup>2</sup>	Fee reduction form <sup>2</sup>	Financial due diligence <sup>3</sup>	Legal due diligence <sup>4</sup>	Health and safety agreement <sup>4</sup>	Agreement Template
Placements (excluding PTY) / work-based learning	Low	Faculty	N/A	<u>Faculty-owned process</u> <sup>5</sup>	Faculty-owned process	Faculty-owned process	Faculty-owned process	N/A	N/A	N/A	Faculty-owned process	<u>Faculty-owned process</u> <sup>5</sup>	Faculty-owned process
Progression arrangements	Low	Faculty	N/A	<u>Yes</u>	Maybe	<u>Progression Proposal Form</u>	Yes (in approval form)	N/A	<u>Maybe</u>	N/A	N/A	N/A	<b>Proposer</b> to complete (QES to supply form)
Study at another institution / visiting student (excluding Erasmus)	Low	Faculty	N/A	<u>Yes</u>	Maybe	<u>Follows approval for Modifications (if module change) / UG / PGT Proposal Form</u>	Yes (in approval form)	<u>Yes</u>	<u>Maybe</u>	Yes	<u>Yes</u>	<u>Yes</u>	<b>Proposer</b> to complete (QES to supply form)
Collaborative Co-supervisor (PGR)	Low	QES / IRO	N/A	<u>Yes</u>	N/A	<u>Collaborative Co-supervisor Form (PGR)</u>	Yes (in approval form)	N/A	N/A	N/A	N/A	N/A	<b>Legal / Secretariat</b> to complete
Split-site collaboration (PGR)	Low	QES / IRO	<u>Yes</u>	<u>Yes</u>	N/A	<u>Split-site / off-site approval form (PGR)</u>	Yes (in approval form)	N/A	<u>Maybe</u>	Yes (in approval form)	<u>Yes</u>	<u>Yes</u>	<b>Legal / Secretariat</b> to complete

<sup>2</sup> To be completed by the **proposer**

<sup>3</sup> To be completed by **Finance** (coordinated by QES)

<sup>4</sup> To be completed by the **Partner**

<sup>5</sup> The linked documents are available for use if it is deemed necessary by the Faculty

## Code of practice for collaborative provision

Off-site collaboration (PGR)	Low	QES / IRO	<u>Yes</u>	<u>Yes</u>	N/A	<u>Split-site / off-site approval form (PGR)</u>	Yes	N/A	<u>Maybe</u>	Yes (in approval form)	<u>Yes</u>	<u>Yes</u>	<b>Legal / Secretariat to complete</b>
Partnership Programmes	Medium	ULTC	Yes	Yes	Maybe	UG / PGT Proposal Form	Yes (in approval form)	Yes	Maybe	Yes	Yes	Yes	<b>QES / IRO to complete and send to partner</b>
Articulation arrangements	Medium	ULTC	<u>Yes</u>	<u>Yes</u>	Maybe	<u>UG / PGT Proposal Form</u>	Yes (in approval form)	<u>Yes</u>	<u>Maybe</u>	Yes	<u>Yes</u>	<u>Yes</u>	<b>QES / IRO to complete and send to partner</b>
Dual / Double awards (UG / PGT)	High	ULTC	<u>Yes</u>	<u>Yes</u>	Usually	<u>UG / PGT Proposal Form</u>	Yes (in approval form)	<u>Yes</u>	<u>Maybe</u>	Yes	<u>Yes</u>	<u>Yes</u>	<b>QES / IRO to complete and send to partner</b>
Dual / Double awards (PGR)	High	URDC	<u>Yes</u>	<u>Yes</u>	Usually	<u>Dual / Double Approval Form</u>	Yes (in approval form)	N/A	<u>Maybe</u>	Yes (in approval form)	<u>Yes</u>	<u>Yes</u>	<b>QES / IRO to complete and send to partner</b>
Cotutelle (PGR)	High	URDC	<u>Yes</u>	<u>Yes</u>	N/A	<u>Dual / Double Approval Form</u>	Yes (in approval form)	N/A	<u>Maybe</u>	Yes (in approval form)	<u>Yes</u>	<u>Yes</u>	<b>QES / IRO to complete and send to partner</b>

### **Placements (other than Professional Training)/work-based learning**

41. This Code does not cover placements undertaken in the Professional Training Year. For further information regarding this please consult the [Code of practice for Professional Training](#).
42. Placement agreements are arranged within the relevant Faculty, who therefore assumes the responsibility for the due diligence and risk management of these arrangements. Key stages that the Faculty must follow in order to meet the above requirements are:
  - dialogue between the University and the potential provider to establish arrangements
  - placement visit to ensure due diligence and appropriate risk management is in place
  - Faculty Committee approval ensuring that the arrangement is in line with the University [Code of practice for Professional Training](#) and [Regulations](#).
  - upon approval, the placement agreement to be drafted and signed by the appropriate members of staff and issued to the provider for signature and return. This is to be held by the Faculty and a copy sent to the partner

### **Fee reductions**

43. On occasion there may be the need for a fee reduction as part of the agreement. The proposer will be required to complete the fee reduction form along with the arrangement forms to the Faculty Business Finance Manager for initial Faculty approval of the reductions.
44. Once approval has been received within the Faculty, the fee reduction form will be sent through to the Head of Fees and Funding for consideration by the Fees, Bursaries and Scholarships Operations Group. Whilst this occurs, the proposer will gain the Faculty signatures required on the arrangement form and submit it to [collaborative@surrey.ac.uk](mailto:collaborative@surrey.ac.uk) for due diligence to be coordinated by QES. Once these signatures have been collated the process will continue in the same manner as specified in the Collaborative Grid.

### **Site visit guidance**

45. On occasion it may be deemed necessary to conduct a site visit to the collaborative partner to ensure that various areas including the resources and safety regulations of the potential partner meet those of the University. Reasons for a site visit include:
  - ensuring that due diligence is conducted conscientiously and comprehensively
  - ensuring that academic, safety and legal procedures and resources meet the University's expectations for a collaborative partner
  - ensuring that the student experience is as would be expected from a University associated with the University of Surrey
46. If a site visit is required, this will take place before an agreement is drawn up and will be funded by the Faculty/Department that is proposing the partnership, along with any further visits required. The Site Visit form will be completed by a member of the University party visiting the site. This will be used to confirm whether the partner meets the requirements of the University. It will also be used to document the original issues that were identified.

47. Site visits will be conducted if during the due diligence checks, issues have been identified such as:
- the collaboration has been identified as medium or high risk (this on occasion could be waived at the discretion of the Directorate of Quality Enhancement and Standards)
  - the potential partner's resources are considered to be inadequate when considering the proposal form
  - there are concerns about health and safety issues

If a site visit is deemed appropriate, then a team from the university which includes the proposer will visit the site.

48. Site visits have three possible outcomes:
- approved with no areas requiring attention
  - approved with conditions
  - not approved
49. Once approval has been given then the collaborative provision process can continue.

### **Agreement formalisation**

#### ***Intention to collaborate***

50. Where the University of Surrey and another institution intend to collaborate, the intention may be recognised initially through a simple pre-contractual Intention to Collaborate Agreement (such as Memorandum of Understanding or Letter of Intent), which is not a legally enforceable document but is intended to have moral force. The Intention to Collaborate Agreement should be used solely to outline in broad terms the intentions of the two institutions for the furtherance of mutual objectives and reach a formal agreement at a later date.
51. The Intention to Collaborate Document shall not contain any financial or other obligation on the part of the University or other party.
52. No collaboration should be allowed to proceed on the basis of an Intention to Collaborate and collaborative partners should be made aware of this condition.

#### ***Agreement documents***

53. Each collaborative arrangement is regulated by a formal written agreement. Agreements are co-ordinated by the Directorate of Quality Enhancement and Standards (or the Global Engagement Office for international collaborative arrangements).
54. The purpose of the agreement are:
- to ensure that arrangements have been put in place to secure and maintain the quality and academic standards of the programme of study
  - to ensure that channels of accountability and executive action are identified
  - to ensure that the nature of the collaborative arrangements and the relative responsibilities of the parties to the Agreement are defined and understood
  - to ensure that any transfer or distribution of resources relating to the programme are specified
55. The agreement will set out the relative responsibilities and arrangements for collaboration (including the financial arrangements, where appropriate). The nature and content of the agreements will be proportionate according to the scale and

nature of the activities involved. The Directorate of Quality Enhancement and Standards will liaise closely with the Secretariat on the form and content of the agreements and work to ensure compliance with legal and QAA requirements.

56. The University will only sign agreements in English or translations attached to the English version, and the signed English version will take precedence over any translations.
57. Please refer to the [QES web pages](#) for the range of agreement templates that are available. Word versions are available upon request.
58. It is important that appropriate and authorised representatives of the University sign the agreements used for collaborative partnerships by the University which fall under the remit of this *Code of practice*. Any agreement between the potential collaborative partner and University may only be signed by the University Vice-Chancellor or authorised delegate.
59. Approved agreements will be sent to the collaborative partner by the proposer or the Global Engagement office if it is a University-wide international agreement, and the original signed and dated document will be issued to QES for central filing and recording.

### **Review, renewal and termination of agreements**

60. Any university-wide agreements will be reviewed by the Global Engagement Office or by QES, depending whether the agreement is national or international. This includes initial review, annual review and agreement renewal. Any Faculty agreements are to be renewed and reviewed by the Faculty representative, usually the initial proposer.

#### ***Initial review***

61. All collaborative arrangements are normally initially reviewed every three years (or for intention to collaborate after one year of operation). This period of review will enable the University to ensure that the arrangement is achieving the intended objectives, that the University and collaborative partner remain compatible, and to undertake a review of the due diligence and risk assessment to reassess the academic, financial, legal, ethical and reputational risks.
62. It is the Faculty's responsibility to undertake the initial review. This should be documented through the annual programme review.

#### **Annual review**

63. The ongoing monitoring and review of collaborative activity will also be covered by the standard University annual programme review whereby the Faculty is required to include an evaluation of the collaboration.<sup>6</sup> The University reserves the right to conduct interim reviews during the default period as specified in the agreement, together with any appropriate and proportionate due diligence enquiries.
64. At the end of each academic year, Faculties will be expected to undertake the systematic review of the agreements for all collaborative arrangements in their area in order to identify any which are out-of-date and any there are due to be renewed. This will be prompted by the Directorate of Quality Enhancement and Standards.

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<sup>6</sup> A revised version of the annual programme review is in operation for reporting on 2017/18 which consists of a review of student performance data. This will be considered alongside a pilot Subject level TEF process.

## **Duration**

65. Agreements shall be subject to periodic formal review as specified in the written agreement, with a default maximum period of validity for three years for intention to collaborate type agreements and five years for collaborative agreements. Renewal arrangements for shorter periods may be established where appropriate.

## ***Final review/renewal***

66. Agreements must be reviewed in order to determine whether to or not to renew them. This will be carried out in the year preceding the expiry date of the existing legal agreement to ensure sufficient time to review the arrangements and secure approval to renew the arrangement prior to the agreement lapsing. The review provides an opportunity for the School/Department and the collaborative partner to reflect upon the operation, management and development of the partnership and to consider the future. The School/Department is required to complete an Agreement Review Form.
67. Once completed, the form is to be submitted to the Faculty Learning and Teaching Committee/Faculty Research Degrees Committee for consideration prior to reporting to University Learning and Teaching Committee/Doctoral College Board as appropriate.
68. In the case of international collaborations, the Faculty will submit the completed agreement review form to the appropriate Faculty International Committee for consideration before submission to the Global Engagement Strategy Committee for University level approval.
69. Renewed agreements will be sent to the collaborative partner by the relevant Faculty representative (usually the initial proposer) and the original signed and dated document (and signed agreement renewal form) will be issued to the Directorate of Quality Enhancement and Standards for central filing and recording.

## ***Termination***

70. The University is committed to the ongoing review and development of its portfolio of collaborative arrangements in order to assure itself of their quality and standards. Subsequently, the University may decide to withdraw from, or not seek renewal of, a collaborative arrangement.
71. If it is decided not to renew the agreement, this will need to be evidenced on the form and a rationale provided. Evidence will also be provided and might include a formal letter indicating the termination of the collaboration should be sent to the partner institution(s) by the Associate Dean (Learning and Teaching) of the Faculty or Postgraduate Research Director for postgraduate research arrangements, with a copy issued to the Directorate of Quality Enhancement and Standards.
72. If the collaborative arrangement is related to a programme withdrawal, then the [Code of practice for programme lifecycle processes](#) will need to be followed for the programme withdrawal and the Renewal Form, with a programme withdrawal form to be submitted as evidence.
73. All agreements which have been terminated are reported to the appropriate Committee for information (University Learning and Teaching Committee/Doctoral College Board as appropriate and additionally Global Engagement Strategy Committee for International agreements).
74. In addition, the University shall be permitted to terminate an agreement for any significant breach of the terms of that agreement, such as, but not limited to, deviation from other matters detailed in the agreement, such as the prohibited use of the name and logo of the University, financial irregularities.

75. Any decision to terminate an agreement will be subject to satisfactory arrangements being made for existing students to complete their programme and be assessed for the award for which they registered. Such arrangements will be determined by agreement between the University and the collaborative partner(s).

### **Collaborative provision register**

76. The Directorate of Quality Enhancement and Standards maintains a register of all approved collaborative provision, detailing the pertinent arrangements for delivering learning opportunities with other bodies and holds the signed master copy of all formal collaborative agreements (except in the case of student exchanges/Erasmus agreements, which will be held by the Global Engagement Office and postgraduate research which are held by RES).
77. On an annual basis the Associate Dean (Learning and Teaching) (taught programmes) / Associate Dean (Doctoral College) (postgraduate research degrees) will receive details of the agreements that are on file for checking and in order to highlight any that are due for renewal.
78. An abridged version will be made available on the Directorate's webpage once the annual review has been finalised.

### **Timescales**

79. It is expected that an average period of time from initial proposal through to agreement signing is approximately four months. However there may be circumstances that cause the timescales to fluctuate, including the level of risk, the type of agreement and whether a site visit may be required.

### **Associated and Accredited Institutions**

#### ***Validations***

80. The Accredited Institutions are responsible for the validation of their programmes in accordance with the [Code of practice for programme lifecycle processes](#). The Accredited Institution submits a report of each validation to QES for recording. If there are any discrepancies of process found by QES then these will be communicated to the Accredited Institution.

#### ***Annual review***

81. Regular, formal monitoring and review of validated programmes by the Associated and Accredited Institutions is an important feature of the University's quality assurance procedures. The processes for annual review of the validated programmes replicate in essence those for on-campus provision with emphasis on the collaborative partner's management of the programmes.
82. Associated and Accredited Institutions are expected to submit an annual review report to the University, in line with the [Code of practice for annual programme review](#). The report is designed to confirm that the Institution has in place appropriate procedures for monitoring and maintaining academic standards, and for quality enhancement which are subject to evaluation and review.
83. The reports are considered by the University Learning and Teaching Committee or Doctoral College Board for St Mary's University Twickenham, who take a view as to whether the Institutions are fulfilling their responsibility for quality and standards. The University Learning and Teaching Committee/Doctoral College Board will inform Senate via their regular reports to Senate.



### **Moderators and external examiners**

84. The [Code of practice for Moderators within the Associated Institutions of the University](#) sets out the University's policy and procedural framework relating to the roles and responsibilities of Moderators.
85. The [Code of practice for external examining of taught programmes](#) sets out the roles and responsibilities for external examiners appointed for programmes both within the University of Surrey and its Associated and Accredited Institutions.
86. External examiners for students at St Mary's University Twickenham are appointed in accordance with standard [University of Surrey procedures](#).

### **Periodic reviews**

87. Accredited Institutions follow the University's procedures for periodic programme review as set out in the [Code of practice for programme lifecycle processes](#) and are required to submit copies of the report for each periodic review together with the definitive programme documentation to QES for central recording and review to ensure the University's *Regulations* and *Codes of practices* are being adhered to. During the review of the documentation, any issues of concern that are identified are communicated by QES to the Accredited Institution to ensure they are resolved effectively.

### **Institutional reviews**

88. Each Associated and Accredited Institution is subject to an institutional review by the University on a five yearly basis. The chief purpose of the institutional review process is to enable the University:
  - to satisfy itself that each of the Associated and Accredited Institutions is discharging its responsibilities for safeguarding the academic standards of the University's awards for which its students are enrolled
  - to confirm that students have access to adequate learning opportunities to enable them to achieve their awards and that the information that the institution publishes about programmes and learning opportunities that are linked to the University's awards is accurate and that it can be relied upon by current and prospective students and third parties
  - to identify good practice and share it more widely and to identify matters that require its attention and the attention of the associated and accredited institutions individually and collectively.

### **Collaborative provision teach-out arrangements**

89. This section describes the procedures which govern the delivery of programmes by Associated and Accredited Institutions subject to a teach-out agreement which are now in place to cover the University's phased strategic withdrawal from its validated provision.

### **Teach-out agreement**

90. The scope of the agreement defines the operation and teach out arrangements of programmes leading to University of Surrey awards. The obligations of the University and the Associated and Accredited Institutions are stipulated thereby ensuring both the continuation of the quality of provision and the academic standards of its awards; and ensuring that students are equitably treated and a reasonable opportunity is provided for students to complete their programme leading to award in a manner consistent with the relevant University *Regulations*.

### ***Obligations of the University***

91. During the teach-out period, the University will:
- (i) continue to communicate the University policies that are relevant to the programmes and its requirements for academic standards and academic quality;
  - (ii) review the programmes by way of the annual review report submitted by the Associated and Accredited Institutions on an annual basis; and conduct a periodic review every five years;
  - (iii) continue the external examining system;
  - (iv) continue the Moderator system;
  - (v) maintain the records of approval, reports, official communications, and provide replacement transcripts and award certificates;
  - (vi) arrange for the conferment of degree awards of the University on students who complete the programmes.

### ***Obligations of the Associated/Accredited Institution***

92. During the teach-out period, the Associated and Accredited Institutions will:
- (i) deliver the programme(s) subject to University's *Regulations* and *Codes of practice*, and requirements for academic standards and academic quality;
  - (ii) provide the University with all pertinent publications relating to the validated programmes including prospectus, handbooks and marketing materials;
  - (iii) submit the annual review report within the stated timeframe and respond to the comments made in the external examiner and Moderator (for Associated Institutions) reports;
  - (iv) make financial obligations with regards to the fees for validation and external examiners;
  - (v) continue to register students following prescribed *Regulations*;
  - (vi) conduct Board of Examiners and Studies in accordance with the University *Regulations*;
  - (vii) adhere to the University policies governing the use of the University trademarks, freedom of information, data protection, and anti-corruption requirements as stipulated in the agreement.

Accredited Institutions shall also provide copies of reports for validation and periodic review events plus definitive documentation to Directorate of Quality Enhancement and Standards.

### **Published Information**

93. Degree-awarding bodies should ensure that they have effective control over the accuracy of all public information, publicity and promotional activity relating to learning opportunities delivered with others which lead to their awards. It is crucial for the University to ensure that its collaborative partners produce information for prospective and current students that is fit for purpose, accessible and trustworthy.

94. In this context the term 'published information' refers to all forms of:
- publicity/promotional material (hard copy and electronic)
  - prospectuses
  - programme specifications
  - module descriptors
  - programme handbooks
  - certificates, transcripts and the Higher Education Achievement Report (HEAR)
95. This section outlines the responsibilities of the University and the collaborative partner with regards to published information, along with information for students.

***Responsibility of the collaborative partner to the University and students***

96. It is the responsibility of the collaborative partner to ensure that:
- (i) the consistency any of marketing and publicity materials using the University's name is kept up-to-date including the corporate image;
  - (ii) marketing and publicity materials do not compromise but enhance the image of the University;
  - (iii) the message communicated is clear and consistent and compliant with the [Competition and Markets Authority](#);
  - (iv) all publicity materials accurately represent the nature of the relationship with the University and are a fair and reasonable description of the University and of the approved provision, in accordance with this *Code of practice*;
  - (v) all references to the University and its relationship to the collaborating partners are used only in the context of the activities as set out in the formal written agreement. Unless otherwise specified in the agreement, the University will not permit its name or logo to be used to imply a general endorsement or similar of another party over and above the specific activity stated in the agreement;
  - (vi) any use of the University's name or logo does not imply any responsibility on the University's part for the collaborating partner's Tier IV sponsor license;
  - (vii) any information published in the public domain that refers to the relationship with the University must be approved by the University prior to publication;
  - (viii) the University's corporate identity is used in the following circumstances in association with the name and / or corporate identity of the collaborating partner, with no part of the identity ever appearing on its own:
    - on/in all publicity materials concerning programmes leading to awards of the University of Surrey, whether these are produced in hard copy format or made accessible through the institution's web-site (for example, the institution's prospectuses; programme brochures; annual reports; display boards)
    - social media websites managed by collaborative partners, advertising websites used by a collaborative partner to advertise its services, and recognised and reputable programme listing websites
    - on institutional signage
    - on transcripts/HEAR of a student's academic career and achievement at the institution;

- (ix) the University Branding Guidelines must be adhered to whenever the corporate identity is used. Any proposed use of any element of the corporate identity must be sent to the [Creative Design Team](#) for approval prior to publication and usage. No other use of the University of Surrey corporate identity may be made by a collaborative partner without the prior written permission of the Creative Design Team within the Department of Marketing and Communications;
- (x) Associated and Accredited Institutions are to submit all materials in electronic form every July to the [Directorate of Quality Enhancement and Standards](#). They are also required to complete and submit the Compliance (publicity materials) proforma with the published materials. Ten working days must then be allowed for the approval by the University; if information does not comply with the University or CMA, or is found to be misleading in the University's review, the collaborative partner will need to recall and reprint all material immediately;
- (xi) any and all costs for any published material, printed or electronic, are the responsibility of the Collaborative Partner;
- (xii) all students who are on dual degrees, placements or taking modules are provided with information about their studies and clear statements about their rights and responsibilities as students in the handbooks which are provided to them. The handbooks must also detail such areas as entitlements, complaints and appeals procedures, supervision arrangements, legal, health and safety issues, and responsibilities of both the University and placement provider. Information is also provided in pre-placement/de-briefing meetings with the relevant teaching staff;
- (xiii) the students are provided with appropriate information during the induction period and information is contained within the student/programme handbook(s);
- (xiv) a complaints and grievance procedure is firmly in place for dealing with issues regarding staffing, resources and other matters surrounding the delivery of a programme leading to an award from the University of Surrey;
- (xv) students are issued with a transcript, which stipulates the validating University, award title and classification, modules, credits, level and results.

***Responsibility of the University to the collaborative partner and students***

97. It is the responsibility of the University to ensure that:

- (i) the accuracy, completeness, reliability and appropriate branding of information produced by collaborative partners, prior to and following publication of material for external or internal purposes. This will be undertaken by the Directorate of Quality Enhancement and Standards and the Creative Design Team within the Department of Marketing and Communications using the checklist. Regular monitoring of the collaborative partners' websites throughout the year is undertaken to ensure accuracy and fitness for purpose;
- (ii) students from the Associated and Accredited Institutions are provided with an award certificate by the University (with the name and location of the collaborative partner, the award and classification);
- (iii) the physical security of templates is safeguarded and accurate information is contained on the certificates.

## **Appendix 1: Strategic Statement on collaborative provision**

This strategic statement relates to collaborative provision in respect of undergraduate, taught postgraduate and postgraduate research degrees.

The University's collaborative activity covers validation (for existing partners only), dual awards, partnership delivery, progression and articulation arrangements, exchanges, and placement activity.

The University of Surrey enters into collaborative agreements with institutions that share our vision, goals and commitment to academic excellence.

The Strategic Statement acknowledges that the University's strategies for learning and teaching, research and international dovetail with the University's overall Strategic Plan. To this end, collaborations will only be entered into in conjunction with the following principles; that the partner institution:

1. supports the achievement of the University's strategic aims and objectives
2. is able to effectively meet the University's responsibilities for the quality and standards of University awards
3. is able to uphold the University's academic standards
4. follows both the University's and relevant national legal requirements
5. meets the University's financial requirements
6. meets or exceeds the University's aims for an excellent student experience

## Appendix 2: Taxonomy of collaborative activity

<b>Collaborative activity – type of agreement</b>
<p><b>Intention to collaborate</b> A non-legal agreement that sets out in broad terms the intention of the University and a collaborative partner to collaborate for the furtherance of mutual objectives.</p> <p>A number of different terms can be used for these agreements such as Memorandum of Understanding, Agreement of Co-operation, Co-operation agreement, Memorandum of Intent, Statement of Intent.</p>
<p><b>Memorandum of agreement</b> A legal agreement which sometimes follows from an intention to collaborate and sets out in detail the arrangements under which the collaboration will operate.</p> <p>Such agreements can be used for dual degrees, joint degrees, partnership programmes and student exchanges.</p>
<p><b>Articulation agreement</b> A legal agreement that sets out arrangements for allowing students from one institution to join programmes at the University with advanced standing.</p>
<p><b>Progression agreement</b> A legal agreement that sets out the arrangement for allowing students from one institution to join a named University programme at entry level.</p>
<p><b>Student exchange agreement</b> A legal agreement that sets out the arrangement for exchanging students between the University and a collaborative partner.</p> <p>This includes exchange agreement that operate under the Erasmus scheme.</p>
<p><b>Placement agreement</b> A written agreement that sets out the objectives of the placements and the roles and responsibilities of the placement provider, the University and the student.</p>
<p><b>Instrument of accreditation</b> A legal document that grants a University Associated Institute the status of Accredited Institute and sets out the conditions under which that status will operate.</p>
<p><b>Statement of agreement</b> A legal document that sets out the roles and responsibilities of the University and an Associated or Accredited Institution regarding the validation and subsequent operation of approved programmes leading to awards of the University of Surrey.</p>
<p><b>Study abroad agreement</b> A legal agreement whereby special terms are granted to another institution abroad to send students for part of their degree to take modules at the University on a fee-paying basis.</p>
<p><b>Teach-out agreement</b> A legal document that sets out the arrangements that will operate for the Associated and Accredited Institutes during the period when Surrey-validated programmes will be phased out.</p>

Collaborative activity – type of activity	
Low risk	
Collaborative activity	Key characteristics
<p><b>Progression arrangement:</b> a partnership arrangement under which a progression route whereby students that have successfully completed an agreed programme of study at a collaborative partner may be admitted at entry level to a University degree programme.</p>	<ul style="list-style-type: none"> <li>covered by a legal agreement</li> <li>this arrangement recognises but does not guarantee entry</li> <li>the University is responsible for mapping and reviewing the relevant provision and judging if the curriculum at the partner provides a basis for entry to the University programme</li> <li>the achievements of students completing the provider programme are deemed equivalent to other students entering the programme at the same stage</li> <li>a discounted fee is sometimes part of the agreement</li> <li>does not involve recognition or credit transfer</li> </ul>
<p><b>Placement/work-based learning/programmes with a collaborative element:</b> an activity which forms an integral part of a student's programme of study over an agreed period of time provided by a recognised placement provider or host organisation where the University retains some responsibility for the student.</p>	<ul style="list-style-type: none"> <li>covered by a written agreement</li> <li>the placement/work-based learning/collaborative element contributes to the overall credit load of the programme but may or may not contribute marks that count towards the final award.</li> </ul>
<p><b>Student exchange:</b> a mutual arrangement with another HEI whereby the numbers of incoming and outgoing students should balance.</p>	<ul style="list-style-type: none"> <li>covered by a legal agreement</li> <li>the agreement should state what the arrangements are for the transfer of credit and/or marks</li> </ul>
<p><b>Visiting student:</b> an arrangement whereby students who are registered at the University can attend a collaborative partner to undertake a specified number of modules.</p>	<ul style="list-style-type: none"> <li>covered by a legal agreement</li> <li>the agreement should state what the arrangements are for the transfer of credit</li> <li>all parties are responsible for undertaking a learning outcomes mapping exercise</li> <li>a module fee could be included in the agreement</li> </ul>
<p><b>Collaborative co-supervision (postgraduate research):</b> an arrangement whereby a student is registered at the University and receives supervision from the University and a collaborative organisation.</p>	<ul style="list-style-type: none"> <li>covered by a legal agreement</li> <li>the student is registered at the University</li> <li>the student spends their time at the University</li> <li>the student's Principal Supervisor is from the University</li> <li>the student will have a collaborative supervisor from another organisation</li> <li>the student will be awarded one doctorate from the University</li> </ul>

<p><b>Split-site collaboration (postgraduate research):</b> an arrangement whereby a student divides their time between the University and a collaborative organisation. The student will be supervised by a member of staff at the University and the collaborative organisation.</p>	<ul style="list-style-type: none"> <li>covered by a legal agreement</li> <li>the student is registered at the University</li> <li>the student divides time between the University and another organisation(s)</li> <li>the student's Principal Supervisor is from the University</li> <li>the student will have a collaborative supervisor from another organisation(s)</li> <li>the student will be awarded one doctorate from the University</li> </ul>
<p><b>Off-site collaboration (postgraduate research):</b> an arrangement whereby a student is registered at the University but carries out their research entirely at another organisation. The student is supervised by a member of staff at the University and the collaborative organisation.</p>	<ul style="list-style-type: none"> <li>covered by a legal agreement</li> <li>the student is registered at the University</li> <li>the student spends their time at another organisation(s)</li> <li>the student's Principal Supervisor is from the University</li> <li>the student will have a collaborative supervisor from another organisation(s)</li> <li>the student will be awarded one doctorate from the University</li> </ul>
<p><b>Erasmus plus study:</b> a mutual arrangement with another HEI whereby the numbers of incoming and outgoing students should balance.</p>	<ul style="list-style-type: none"> <li>covered by an Inter-institutional agreement</li> <li>must conform to the Erasmus Charter for Higher Education (ECHE)</li> <li>student must have a signed learning agreement and contract</li> </ul>
<p><b>Erasmus plus work:</b> a traineeship undertaken at a European organisation which contributes to the student's degree.</p>	<ul style="list-style-type: none"> <li>must conform to the ECHE</li> <li>student must have a signed learning agreement and contract</li> </ul>
<b>Medium Risk</b>	
<b>Collaborative activity</b>	<b>Key characteristics</b>
<p><b>Articulation arrangement:</b> a partnership arrangement whereby provision delivered by a partner is formally recognised for the purposes of advanced standing towards one of the University's awards.</p> <p>Articulation agreements can also work the other way whereby students from University programmes are given entry to programmes offered by a partner institution.</p>	<ul style="list-style-type: none"> <li>covered by a legal agreement</li> <li>the partner institution owns the curriculum and the award for its particular programme of study</li> <li>the partner institution is responsible for the delivery of its programme of study and its quality</li> <li>the University is responsible for ensuring that the provision is suitable for the recognition of credit for advanced standing</li> <li>the University does not make an award or award credit to the partner's programme but will recognise the achievement by the student for the purposes of entry with advanced standing</li> </ul>



<p><b>Partnership programme:</b> provision that is designed and delivered by the University and at least one partner and where the University is the only awarding institution.</p>	<ul style="list-style-type: none"> <li>• covered by a legal agreement</li> <li>• the partner can be another HEI or a public or private sector body</li> <li>• the University owns the programme and has overall responsibility for its delivery, quality assurance and standards</li> <li>• elements of the programme will be delivered by the partner and often assessed by the partner in collaboration with the University</li> <li>• students are registered with the University but may attend the partner for the delivery of particular elements of the programme</li> </ul>
<b>High Risk</b>	
<p><b>Collaborative activity</b></p>	<p><b>Key characteristics</b></p>
<p><b>Dual award:</b> a partnership arrangement under which the University and one or more awarding institutions provide programmes leading to separate awards being granted by both/all partners.</p>	<p><b>For taught programmes</b></p> <ul style="list-style-type: none"> <li>• covered by a legal agreement</li> <li>• each partner is responsible for the content, delivery, quality and standards of its own provision and makes its own award</li> <li>• students may be registered concurrently at each partner institution or sequentially</li> <li>• credit from each partner is used towards the award from the other partner(s)</li> </ul> <p><b>For postgraduate research programmes</b></p> <ul style="list-style-type: none"> <li>• covered by a legal agreement</li> <li>• the student is registered at two institutions</li> <li>• the student will spend a proportion of time at each institution</li> <li>• the student will be jointly supervised by members of staff at each institution</li> <li>• the student will be awarded two doctorates; one from each institution</li> </ul>
<p><b>Double degree:</b> a partnership arrangement under which the University and one or more awarding institutions provide a single, jointly conceived programme leading to awards granted by both / all awarding bodies.</p>	<ul style="list-style-type: none"> <li>• covered by a legal agreement</li> <li>• one single, jointly conceived programme is delivered</li> <li>• students may be registered concurrently at each partner institution or sequentially</li> <li>• credit from each partner is used towards the award from the other partner(s)</li> </ul>
<p><b>Cotutelle (postgraduate research):</b> an arrangement for a research degree student to be jointly supervised typically by supervisors from different awarding bodies and in different countries</p>	<ul style="list-style-type: none"> <li>• covered by a legal agreement</li> <li>• agreements will be made with individuals, as well as the institution</li> <li>• the student is registered at two institutions, which reside in different countries</li> <li>• the student will spend a proportion of time at each institution</li> <li>• the student will be jointly supervised by members of staff at each institution</li> </ul>

	<ul style="list-style-type: none"> <li>• the student will be awarded two doctorates; one from each institution</li> </ul>
<p><b>Validated provision:</b> is the process whereby the University judges that a programme of study developed and delivered by another institution or organisation is of an appropriate quality and standard to lead to an award of the University.</p>	<ul style="list-style-type: none"> <li>• covered by a legal agreement</li> <li>• the University has responsibility for the academic standards of the award</li> <li>• the partner is responsible for the delivery of the programme</li> <li>• students are registered with the partner</li> <li>• current validation agreements with the AIs are being phased out with the exception of one AI</li> <li>• future validation agreements are unlikely</li> </ul>