

COLLABORATIVE PROVISION

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1. PURPOSE

The purposes of this procedure are:

- i. to ensure that the College is satisfied that the quality of the learning opportunities delivered with others is appropriate to meet the aims and objectives of the learning opportunities
- ii. to ensure that the College is satisfied that the academic standards of all awards delivered with or by others are equivalent to those of comparable awards for learning opportunities delivered solely by the College.

The Expectation of the UK Quality Code for Higher Education [Chapter B10](#) is:

“Degree-awarding bodies take ultimate responsibility for academic standards and the quality of learning opportunities, irrespective of where these are delivered or who provides them. Arrangements for delivering learning opportunities with organisations other than the degree-awarding body are implemented securely and managed effectively.”

This procedure is designed to ensure that the College continues to meet the above Expectation.

1.2 COLLEAGUES WHO SHOULD BE CONVERSANT WITH THIS PROCEDURE

- Course proposers and suggested Curriculum Managers involved in development of courses including collaborative provision (the Course Management Team / Course Proposal Team) (see [Section 3.2](#))
- Those involved in development of collaborative partnerships without parallel development of collaborative provision (Partnership proposers)
- Course Proposal and Development Group (CPDG)
- Validation Panel members (internal and external)
- Teaching Quality Committee (TQC)
- TQC Collaborative Provision sub-group
- Learning, Teaching and Assessment Committee (LTAC)
- College Executive Committee (CEC)
- Heads of Department
- Managers, Professional Services (PSD)
- Academic Quality Team
- Research Degrees Committee (RDC)
- Relevant staff in the Graduate School
- Relevant staff in the RVC Access and International Engagement team
- Finance Department
- Collaborative Programmes Officer/s

2. SCOPE

This procedure specifically covers taught courses, whether undergraduate or postgraduate. The procedure also covers professional doctorates (referred to by the University of London as ‘specialist doctorates’).

This procedure does not cover collaborative provision in postgraduate research (currently DVetMed, MPhil and PhD research degrees) and non-award-bearing continuing education: provision in these areas is approved and managed on a case-by-case basis by the relevant departments/sections. A separate and parallel procedure will be developed for collaborative provision in postgraduate research and in the meantime certain elements of this procedure may be useful as a guide to development of collaborative provision in these areas.

2.1 DEFINITION OF “COLLABORATIVE PROVISION”

The Royal Veterinary College (the College) interprets the term “collaborative provision” to encompass any learning opportunities leading or contributing to the award of academic credit or a qualification that are delivered, assessed or supported through an arrangement with one or more organisations other than the College.

2.2 TYPES OF COLLABORATIVE PROVISION

[Chapter B10](#) of the Quality Code identifies fifteen different types of arrangement (the list is neither exhaustive nor mutually exclusive) for delivering learning opportunities with others and to which Chapter B10 applies. The College’s [Types of Collaborative Provision](#) document alphabetically lists and briefly describes most of these types of arrangement. Where the College does not currently enter into a particular arrangement type this is made clear in the table.

2.2.1 Collaborative provision leading to an award of the College

Please see below for a brief list of the types of collaborative provision with which the College currently engages in support of delivery of taught awards of the College (currently, all of these are awards of the University of London made by the College):

- Credit accumulation and transfer (see also [Section 2.2.5](#))
- Joint award
- Jointly delivered programme (single award)
- Placement (see also [Section 2.2.6](#))
- Study abroad (incoming only at present, outgoing and Student Exchange currently under consideration) (see also [Section 2.2.4](#))
- Support arrangement (support organisation)

2.2.2 Provision *not* leading to an award

Certain types or instances of collaboration do not lead to awards (Progression Agreements) or contribute to specific learning outcomes for the courses in which they occur (e.g. arrangements for Extra Mural Studies). As such, these are not formally covered by [Chapter B10](#) of the UK Quality Code and they are not covered by this procedure.

2.2.3 Collaborative Provision leading to an award of another degree awarding body

Learning opportunities developed and delivered by the College may be validated by other degree awarding bodies for inclusion in their courses or programmes.

Although the ultimate responsibility for academic standards and the quality of learning opportunities rests with the degree awarding body, a collaborative arrangement that leads to an award of an external partner will generate risk to the College and so it is important that the applicable sections of this procedure and of the College procedure for [Design and Approval of Courses](#) are adhered to as appropriate.

2.2.4 Study Abroad and Student Exchange

The processes for approval and management of Study Abroad partnerships and provision vary according to whether the Study Abroad is incoming or outgoing. See Sections 2.2.4.1 and 2.2.4.2 below for further detail.

RVC Access has developed separate guidelines and forms for use in approval and management of Study Abroad and Student Exchange; those guidelines and forms are available on request from the College’s Study Abroad and Short Courses Officer and are compatible with the principles and processes outlined in this Collaborative Provision procedure and in the [Design and Approval of Courses](#) procedure.

Elements of this Collaborative Provision procedure apply specifically to Study Abroad provision; these processes are highlighted as applicable at the relevant Sections of this procedure.

2.2.4.1 Study Abroad (incoming)

Study Abroad (incoming) does not normally require development of new collaborative provision. Indeed although the learning opportunities that the College provides to students from a Study Abroad Partner will contribute to the

specific learning outcomes for those students' 'home' courses, these learning opportunities are not formally covered by [Chapter B10](#) of the UK Quality Code.

Nevertheless, a collaborative arrangement that leads to an award of an external partner may generate financial or reputational risk to the College and so it is important that those involved in developing, approving and managing Study Abroad partnerships are conversant with this procedure. The following sections in particular are relevant to the approval (as required) and management of a Study Abroad partnership:

- Development of a collaboration (especially with a new Collaborative Partner) ([Section 3](#))
- Approval of the collaborative partnership ([Sections 5 and 6](#))
- Development of the appropriate contractual agreements ([Sections 7 and 8](#))
- Management of the collaboration ([Sections 9 and 10](#))
- Monitoring and review of the agreement ([Section 11](#))
- Monitoring and review of the provision ([Section 12](#))
- Renewal & termination of the collaboration ([Sections 13 and 14](#))

2.2.4.2 Study Abroad (outgoing)

A proposal for outgoing Study Abroad will normally involve development or amendment of collaborative provision and so approval will be required - see [Section 2.2.1.2](#) of the [Design and Approval of Courses](#) procedure for brief detail of the approval steps. The sections of this procedure identified at [Section 2.2.4.1](#) above are also relevant to the approval (as required) and management of a Study Abroad partnership.

2.2.4.3 Student Exchange, including Erasmus

Student Exchange comprises both outgoing and incoming Study Abroad, and so both the above sections ([2.2.4.1](#) and [2.2.4.2](#)) will apply.

2.2.5 Credit accumulation and transfer

The processes for management and approval of collaborative partnerships and provision based on credit accumulation are very similar to those outlined for Study Abroad at [Section 2.2.4](#) above (indeed Study Abroad is based on the principles of credit accumulation and transfer). A key practical difference here is that whilst Study Abroad always involves a partnership with a non-UK organisation, credit accumulation and transfer may also be applied to UK partners. One further difference is that whilst a Study Abroad arrangement would tend to be limited to recognition of credit for academic modules taken at higher education providers, credit accumulation and transfer may also be applied to work based learning, whether undertaken in the UK or overseas. These differences may impact in particular on the detail of the due diligence undertaken as outlined in [Section 6](#) of this procedure.

2.2.6 Placements

In the context of this procedure, the term "Placements" may cover a range of learning opportunities, but is generally taken to mean clinical training as a core or elective component of a taught degree (for example core/track Intra Mural Rotations for Bachelor of Veterinary Medicine students or placements for BSc Veterinary Nursing students).

Placements may work on the basis of credit accumulation and transfer, or they may alternatively be developed and validated by the College but delivered by or with a collaborative partner.

The role of a collaborative partner in supporting a placement for one or more students of the College may vary according to the nature of the collaboration. For example, a collaborative partner may be directly involved in the delivery of the learning opportunities or instead may be responsible for identifying and managing aspects of the delivery provided by a third party provider. The detail to be provided to those charged with approval of partnership and provision will to an extent be tailored to the type of placement and the nature of the collaboration.

2.3 DEVELOPMENT AND APPROVAL OF COLLABORATIVE PROVISION

The development and approval of taught collaborative provision will normally occur in the context of design, development and approval by the College of new taught courses and, accordingly, will normally involve two distinct but interlinked and parallel processes:

1. Approval of the collaborative partnership as a whole
2. Design, development and approval of one or more courses to which the collaborative partner will contribute (collaborative provision).

The processes for design, development and approval of all taught courses at the College, including those involving collaborative provision, are covered by the College's [Design and Approval of Courses](#) procedure.

2.4 DEVELOPMENT AND APPROVAL OF COLLABORATIVE PARTNERSHIPS (WITHOUT PARALLEL DEVELOPMENT OF COLLABORATIVE PROVISION)

Occasionally, the development and approval of a collaborative partnership will occur without parallel development of collaborative provision. In such instances the partnership proposer/s should follow the processes within this procedure that specifically relate to approval of collaborative partnerships.

3. DEVELOPMENT OF A NEW COLLABORATION

3.1 INITIAL DESIGN AND DEVELOPMENT OF A COLLABORATIVE PROPOSAL

Proposals for new partnerships may arise from a number of sources, e.g. through the College's strategic planning process, through an initiative launched by a College committee, or from a departmental initiative. In particular, it is anticipated that new proposals will arise in the future from the recently formed Course Proposal and Development Group (CPDG) – please see Section 6.7 of the College procedure for [Design and Approval of Courses](#) for further details of the CPDG.

3.2 MEMBERSHIP OF THE TEAM OVERSEEING THE COLLABORATION

3.2.1 Collaborative Provision

If the collaboration involves development of collaborative provision, the membership of the Course Development Team is as described at Section 3.2 of the College procedure for [Design and Approval of Courses](#).

3.2.2 Collaborative Partnerships

If the collaboration does not currently involve development of associated collaborative provision a Course Development Team is not required at this stage.

The colleague who has proposed the collaborative partnership is the de facto College Lead for this partnership.

[Section 9](#) (Management of Collaborative Partnerships) provides further detail of the responsibilities of the College Lead and of the circumstances in which the College Lead may change.

3.3 MATTERS TO CONSIDER WHEN INITIALLY DEVELOPING A COLLABORATION

It is a fundamental consideration when developing any collaborative provision to note that the College is responsible for the academic standards of all credit and qualifications granted in its name (this includes certificates, diplomas and degrees of the University of London awarded by the College): this responsibility must never be delegated to another organisation.

The College must and will ensure that the standards of any of its awards involving collaborative provision are equivalent to the standards set for other awards that the College confers at the same level. The standards of all the College's awards, including those involving collaborative provision, must meet UK threshold academic standards as described by the qualifications descriptors set out in the [QAA Framework for Higher Education Qualifications](#) (see [Section 4.2.2](#) for detail of external reference points relating to collaborative provision).

3.3.1 Collaborative Provision

When considering collaborative provision, due account should be taken of the factors outlined in Section 3.4 of the College procedure for [Design and Approval of Courses](#).

Those involved in developing collaborative provision should also refer to the list of associated documents and policies at [Section 4.2](#) of this procedure.

3.3.1.1 Additional matters to consider when developing a joint award or multiple award

- As per Indicator 4 of [Chapter B10](#) of the UK Quality Code, should the College engage with any other authorised awarding body (or bodies) to provide a course leading to a joint academic award it must (in common with all other Degree-awarding bodies) satisfy itself that it has the legal capacity to do so.
- In the case of joint, dual/double and multiple awards, the College must agree with the collaborative partner(s) on the division of assessment responsibilities and the assessment regulations and requirements which apply.

3.3.1.2 Additional matters to consider when developing study abroad or student exchange

- In the case of study abroad and student exchanges, the College must agree with the collaborative partner on the division of assessment responsibilities and the assessment regulations and requirements which apply.

For a typical Study Abroad collaboration the responsibility for assessment will normally be with the party that delivers the module/credit (i.e. the College in the case of incoming Study Abroad and the partner in the case of outgoing Study Abroad). Equally, the assessment regulations and requirements used will normally be those of the partner delivering the module/credit – though the awarding partner's regulations for appeals and complaints will normally apply in respect of award and progression (i.e. the College's regulations for outgoing Study Abroad and the partner's regulations for incoming Study Abroad).

In rare instances (in particular where the collaborative partner is a non-academic organisation) the decision may be taken to require direct College involvement in assessment. Should the Course proposer identify any concerns about the experience of the collaborative partner in aspects of the assessment of students these should be communicated to the appropriate colleagues in good time.

3.3.2 Collaborative Partnerships

When considering a collaborative partnership in isolation, the proposer may not be immediately required to consider all the factors relating to course design and development outlined in Section 3.4 of the College procedure for [Design and Approval of Courses](#).

Regardless, and given the likely eventual development of collaborative provision with the proposed collaborative partner, the proposer should familiarise himself/herself with the relevant external reference points (including any, such as the University of London Regulation 1, that may place restrictions on the types of collaborative provision that may be developed in the future) and with internal reference points including the College's current Strategic Plan and Learning, Teaching and Assessment Enhancement Strategy.

See [Section 4.1.2](#) for links to suggested External reference points for review by those developing a collaborative partnership.

The proposer should also be mindful of any existing collaborative partnerships in current operation at the College, and their impact (and vice-versa) on the proposed partnership.

3.4 NEGOTIATIONS

Any individual proposals for a new collaboration will be considered in the context of the College's existing collaborative arrangements.

Individual proposals for collaborative courses are formally considered and approved via the processes outlined in the College procedure for [Design and Approval of Courses](#).

Negotiations must include consideration of areas including:

- Arrangements for delivery of the provision and management of this delivery
- Academic quality assurance and enhancement arrangements
- Staffing and support arrangements
- Financial considerations
- VAT considerations
- Intellectual property considerations
- Accommodation arrangements and requirements in respect of leases
- Any specific legal requirements

4. ASSOCIATED DOCUMENTS AND POLICIES

4.1 COLLABORATIVE PARTNERSHIPS

The following additional documents and reference points will inform the development and approval of a collaborative partnership.

4.1.1 Internal Reference Points

- [RVC Register of Collaborative Provision](#)
- [Types of Collaborative Provision](#)
- [RVC Strategic Plan 2014 – 2019 \(PDF\)](#)
- [Learning, Teaching and Assessment Enhancement Strategy 2014-2019 \(PDF\)](#)
- [RVC Anti-Bribery Policy \(May 2013\) \(DOC\)](#)
- [RVC Anti-Bribery Guidelines \(June 2018\) \(DOC\)](#)
- RVC Financial Regulations (*available from RVC Finance department*)
- [Example Documentation To Be Reviewed During Due Diligence Enquiries](#)
- Memorandum of Understanding / Agreement

4.1.2 External Reference Points

- [Regulation 1](#) (University of London Awards) of the University of London
- Requirements of professional, statutory and regulatory bodies *(PSRBs), employers and any relevant national legislation/national commitments to European and international processes (if applicable). These include:
 - [Chapter B10](#) of the QAA UK Quality Code for Higher Education.
 - Any requirements of [The Royal College of Veterinary Surgeons](#)
 - [RCVS Standards and procedures for the accreditation of veterinary degrees \(Nov 2017\) \(PDF\)](#)
 - [Requirements for Veterinary Nursing licence to practise qualifications](#)
 - Any requirements of [The Royal Society of Biology](#)
 - Any requirements of [The American Veterinary Medical Association \(AVMA\)](#)
 - Any requirements of [The European Association of Establishments for Veterinary Education](#)

* When making arrangements to deliver a course including collaborative provision, the College must, in compliance with Indicator 12 of [Chapter B10](#) of the Quality Code, fulfil the requirements (in relation to aspects of the course's delivery and any associated formal agreements) of any PSRB that has approved or recognised the course or award. The status of the course or award in respect of PSRB recognition must be made clear to prospective students.

4.2 COLLABORATIVE PROVISION

The following additional documents and reference points will inform the development and approval of collaborative provision.

4.2.1 Internal Reference Points

- All internal reference points outlined in section 4.1.1, **and**:
- [RVC Academic Quality, Regulations and Procedures](#) (as applicable), to include:
 - [Design and Approval of Courses](#)
 - [Monitoring and Review of Courses](#)
 - [General Regulations for Study and Award \(DOC\)](#)
 - [Credit](#) (PDF)
- Memorandum of Understanding / Agreement
- RVC Academic Committee Handbook

4.2.2 External Reference Points

- All external reference points outlined in section 4.1.2, **and**:
- [Part A: Setting and maintaining academic standards](#) of the QAA UK Quality Code for Higher Education, incorporating:
 - [QAA \(2014\) Framework for Higher Education Qualifications](#) (PDF);
 - QAA's Qualification Characteristics Statements (below as applicable):
 - [QAA \(2015\) Master's Degree Characteristics Statement](#) (PDF);
 - [QAA \(2015\) Foundation degree Characteristics Statement](#) (PDF);
 - [QAA \(2015\) Doctoral degree Characteristics Statement](#) (PDF);
 - [QAA \(2015\) Qualifications involving more than one degree-awarding body Characteristics Statement](#) (PDF);
 - [QAA Subject Benchmark Statements](#) (as applicable), for example:
 - [QAA \(2015\) Subject benchmark statement for Veterinary Nursing](#) (PDF);
 - [QAA \(2002\) Subject benchmark statement for Veterinary Science](#) (PDF);
 - [QAA \(2008\) Higher education credit framework for England: guidance on academic credit arrangements in higher education in England](#) (PDF)
- [Part B: Assuring and Enhancing Academic Quality](#) of the UK Quality Code, with particular regard to Chapters:
 - [B1: Programme design, development and approval](#);
 - [B3: Learning and teaching](#);
 - [B6: Assessment of Students and the Recognition of Prior Learning](#);
 - [B8: Programme Monitoring and Review](#)
 - [B10: Managing higher education provision with others](#), and
 - [B11: Research Degrees](#).

5. APPROVAL OF NEW COLLABORATIONS – OVERVIEW

5.1 OVERVIEW OF THE COLLABORATION APPROVAL PROCESS

The approval of a new collaboration comprises two distinct processes:

- approval of the collaborative partnership (Partnership Approval)
- approval of collaborative provision

5.2 PARTNERSHIP APPROVAL

Partnership approval comprises consideration and approval by the CPDG, CEC and Academic Board (as appropriate) of due diligence summary reports submitted by responsible staff members at the College.

The below table provides brief detail of the two stages of the partnership approval process:

STAGE	PROCESS
One	Consideration and approval by CPDG of academic, financial/resourcing and legal/organisational due diligence reports submitted by responsible staff members.
Two	Approval by CEC of financial/resourcing due diligence summary report submitted by CPDG. Approval by Academic Board of academic due diligence summary report submitted by CPDG. <i>(see Sections 6.2 and 6.3 for detail of the types of due diligence and the process of due diligence investigations).</i>

See Section 6 for further detail of the due diligence process.

5.3 APPROVAL OF COLLABORATIVE PROVISION

A proposal for collaborative provision will be subject to the same scrutiny afforded by the College to new RVC-only taught provision (see the College procedure for [Design and Approval of Courses](#)).

Approval of collaborative provision follows essentially the same procedure as approval of non-collaborative provision and the specific approval pathway for any new collaborative provision will depend on the type of proposal under consideration (see Table 1, [Design and Approval of Courses](#) procedure). However, some differences do exist between the processes for approval of collaborative versus non-collaborative provision. For example, the risk assessment of a new course proposal will use a different template depending on whether the proposal is collaborative or non-collaborative. Additionally, for a collaborative course to run the collaborative partnership must be approved (see Section 5.2 above) and the appropriate documentation must be drawn up (see Sections [5.4](#) and [5.5](#) below).

[Figure 1](#) summarises, for proposals to develop a new collaborative course (joint award or jointly delivered award), the key steps and an indicative timeline for the approval processes. For Study Abroad, Placements and Credit Accumulation and Transfer the College's [Module Development and Approval](#) process will normally apply to the development of the collaborative provision; the approval process may ultimately additionally require progression to Stage One and Stage Two Course Approval (see the College procedure for [Design and Approval of Courses](#)).

5.3.1 Due Diligence and Risk Assessment

The College will carry out due diligence on all prospective collaborative partners and risk assessment on the majority of proposals (excluding 'Resourcing changes to existing courses' – see Section 6.5 of the [Design and Approval of Courses](#) procedure) for new collaborative provision.

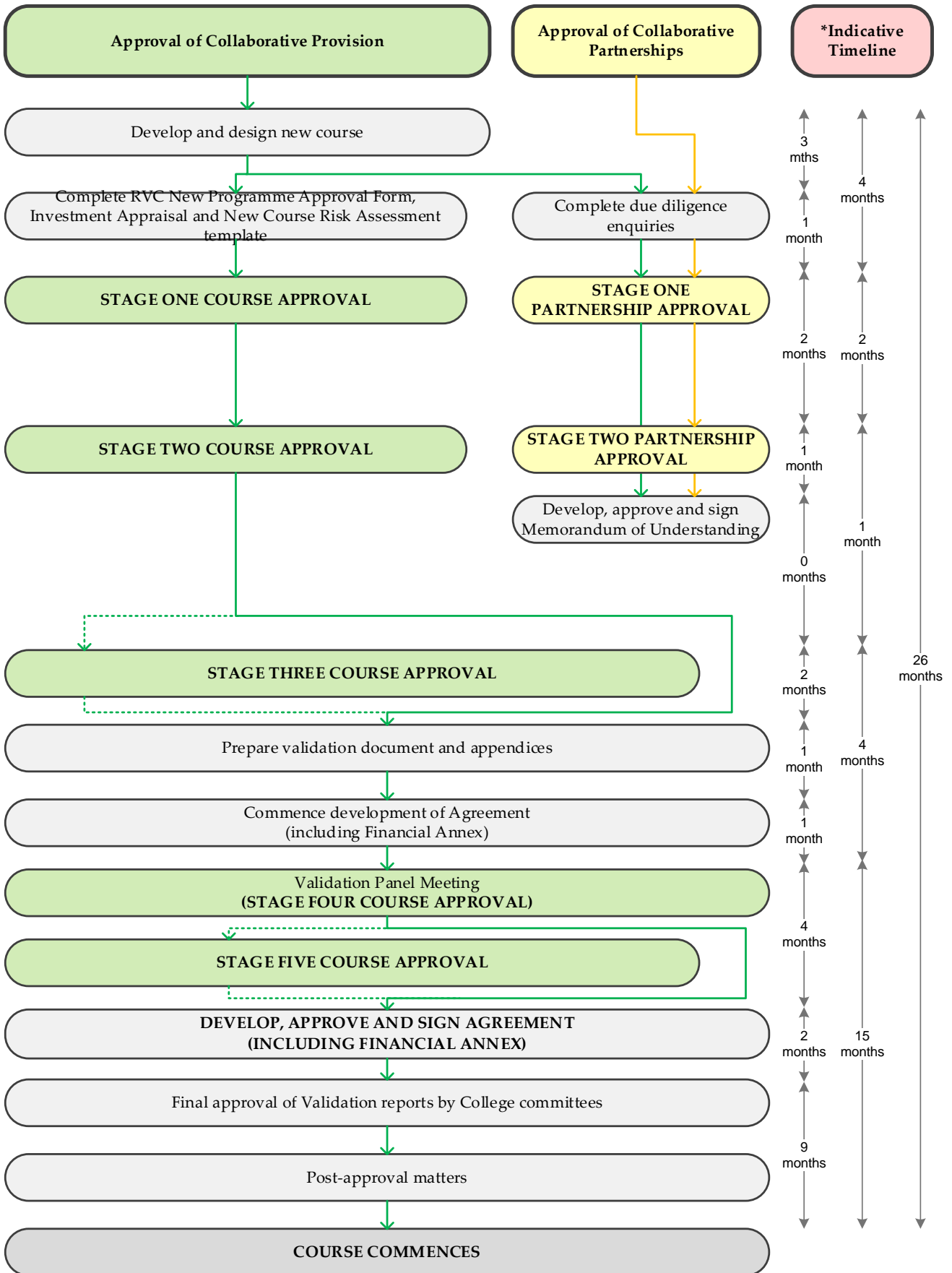
5.4 MEMORANDUM OF UNDERSTANDING

A Memorandum of Understanding to cover a new collaborative partnership (whether or not associated collaborative provision is under development) will be developed after Stage Two Partnership Approval. See [Section 7](#) for detail of development and approval of the Memorandum of Understanding.

5.5 DEVELOPMENT OF AGREEMENT

An Agreement (Memorandum of Agreement) to cover the delivery of collaborative provision will be developed after course approval and subjected to scrutiny at the appropriate stages of its development by various parties at the College. See [Section 8](#) for further details about development of Agreements.

Figure 1: Approval of Collaborative Partnerships and Provision



* Timeline assumes validation of a new course. Timelines for other types of proposal will vary and may be shorter.

6. DUE DILIGENCE

6.1 DUE DILIGENCE - RATIONALE

Indicator 6 of [Chapter B10](#) of the UK Quality Code expects degree-awarding bodies to safeguard the interests of students by undertaking appropriate due diligence before proceeding in any substantive way with the development of an arrangement for delivering learning opportunities with others.

Due diligence is carried out on all new collaborative partners of the College and allows the College to confirm that:

- i. a prospective collaborative partner is one with which the College would wish to work and be associated, from a financial, organisational, reputational and academic quality perspective;
- ii. a proposed collaborative partner is able (from a legal, financial and health and safety perspective) to participate in the proposed partnership;
- iii. a proposed partnership does not present such a range of substantial risks to the College that these risks are either not manageable or manageable only at costs which are disproportionate to the benefit(s) to the College which the partnership will bring.

The due diligence undertaken on a proposed new collaborative partnership will form part of the College's assessment of overall risk inherent in any opportunities for new collaborative provision.

The due diligence process is concerned with the approval of the collaborative institution in principle, and is thus separate to the course approval process which is concerned with course delivery.

6.1.1 Due diligence for existing Collaborative Partners

Indicator 6 of [Chapter B10](#) of the UK Quality Code also calls for due diligence enquiries to be refreshed periodically and additionally where circumstances change (for example, if the activities are extended or if the ownership of a delivery organisation or support provider changes).

Due diligence for existing collaborative partners is dealt with in more detail at [Section 6.5](#) of this procedure.

6.1.2 Incoming Due Diligence

Due diligence is a two-way process and staff of the College involved in developing collaborative provision may from time to time receive incoming due diligence requests from prospective partners. Generally it would fall to the responsible staff members (see [Table 1](#) at [Section 6.3](#)) to gather the relevant information for their areas of expertise, for distribution to the prospective partner institution.

If the responsible staff members have concerns about the nature of the information that has been requested (e.g. with respect to protection of confidentiality or with respect to commercially sensitive information) they should report these concerns to the Collaborative Programmes Officer. Where necessary a Memorandum of Understanding may be developed prior to commencement of particularly sensitive due diligence enquiries (see [Section 7.2](#))

6.2 TYPES OF DUE DILIGENCE

Due diligence for new Collaborative partnerships may be subdivided into three categories:

- Academic
- Legal / organisational
- Financial / resourcing

There may on occasion be overlap between these categories. A brief overview of key areas for consideration under these categories follows.

6.2.1 Academic due diligence

Key areas where proportionate academic due diligence enquiries are necessary for most collaborative arrangements include the following (taken from Indicator 6, [Chapter B10](#) of the UK Quality Code):

- the academic/professional capacity of the prospective delivery, support or partner organisation to deliver any learning and teaching or support at the appropriate levels
- the accredited or recognised status of a prospective delivery, support or partner organisation accorded by the relevant authorising bodies in the country where the provision will be delivered
- the reputation and/or academic standing of the organisation (drawing on a range of performance indicators to assess this, as well as the experience of other providers who have collaborated with the organisation)

6.2.2 Legal / organisational due diligence

Key areas where proportionate legal / organisational due diligence enquiries are necessary for most collaborative arrangements include the following (taken from Indicator 6, [Chapter B10](#) of the UK Quality Code):

- the legal status of the prospective delivery, support or partner organisation in its own country and its capacity to enter into a legally binding agreement
- the ability of the prospective delivery, support or partner organisation to provide an appropriate and safe working environment for students

Additional areas for scrutiny may include, as appropriate:

- Partner's commitment to equal opportunities and, where appropriate, compliance with the Equality Act 2010
- Health and safety considerations for staff and, where appropriate, partner compliance with the Health and Safety at Work etc. Act 1974
- Partner's commitment to Animal Welfare and Ethics
- Partner's human resource policies (including public interest disclosure) and, where appropriate, compliance with the appropriate legislation (e.g. the Employment Rights Act 1996 / the Public Interest Disclosure Act 1998)
- Partner's policies on information compliance (including data protection, freedom of information, records management, copyright) and, where appropriate, compliance with the appropriate legislation (e.g. Data Protection Act 1998)

6.2.3 Financial / resourcing due diligence

As highlighted at Indicator 5 of [Chapter B10](#) of the Quality Code, it is critical that the College ensures both that its financial management arrangements are strong enough to manage any risks of delivering learning opportunities with others effectively, and that the financial arrangements themselves do not jeopardise the integrity of the academic standards and quality of the provision or the interests of students.

Key areas where proportionate financial/resourcing due diligence enquiries are necessary for most collaborative arrangements include the following (taken from Indicator 6, [Chapter B10](#) of the UK Quality Code):

- the ability of the prospective delivery organisation, support provider or partner to provide the human and material resources to operate the arrangement successfully
- the financial stability of the prospective delivery organisation, support provider or partner.

Financial due diligence should allow the College to ensure that it has thoroughly considered the financial standing of prospective delivery organisations or support providers and adequately assessed the financial risks of working with them in a potentially volatile marketplace or commercial environment, including the costs of providing alternative teaching to complete the delivery of the programme if the arrangement fails.

6.3 DUE DILIGENCE - PROCESS

As referred to at Section 5.2, due diligence enquiries are carried out by responsible staff members at the College. The responsible staff members (See below Table 1) are tasked with gathering data / evidence / information relating to their area of expertise.

TYPE OF DUE DILIGENCE	SUB-CATEGORY	RESPONSIBLE STAFF MEMBER
Academic	Reputation/academic standing	Academic Quality Manager
	Quality Assurance systems	Academic Quality Manager
	Academic capacity	Academic Quality Manager
Legal / organisational	Legal status	Governance Administration Manager
	Governance	Governance Administration Manager
	Human resources	Director of Human Resources
	Equal opportunities	Director of Human Resources
	Health and Safety	Corporate Health and Safety Manager
	Information Compliance	Head of Library & Infrastructure Customer Services
	Intellectual Property	Business Contracts Manager
	Animal Welfare and Ethics	TBC
Financial / resourcing	Accounts and liabilities	Finance Director
	Tax	Tax Manager
	Funding and grants	Finance Director
	Bankers' references	Finance Director

Table 1

In keeping with the advice provided at Indicator 6 of [Chapter B10](#) of the UK Quality Code, the specific information to be gathered depends on the type, volume and complexity of the collaborative provision, the nature and location of the partner and the location of delivery of the course. Given the range of possible factors that might be considered it would be impractical to develop one standard form and so the professional judgement of the responsible staff members is critical here.

Some of the information to be gathered may be publicly available, some must be provided by the prospective collaborative partner and some may only be available from third party organisations.

Evidence may be provided electronically by email, or via web links. For non-UK collaborative partners, any original documents which are not written in English should be translated prior to being submitted to the College.

Examples of suggested documentation that the College would consider during due diligence enquiries may be found at ["Example Documentation To Be Reviewed During Due Diligence Enquiries"](#).

One or more visits to a prospective partner may be undertaken according to the College's information gathering requirements. A Health and Safety assessment will also normally be completed.

6.3.1 Due diligence - Study Abroad and Student Exchange

The responsible staff members (Table 1) may wish to liaise with the Study Abroad and Short Courses Officer in respect of due diligence enquiries on prospective and existing Study Abroad partners. The Study Abroad and Short Courses Officer will be able to support the collation of relevant information and will additionally liaise with the partnership proposer and the prospective partner as applicable.

See below for further notes on due diligence enquiries for Study Abroad partners.

6.3.1.1. Study Abroad (incoming)

The key risks to the College from an arrangement for incoming Study Abroad will be financial and reputational. The College will need to satisfy itself that the partner institution has the ability to pay the student fees on behalf of the incoming students. The College will also wish to satisfy itself that the partnership will complement the goals outlined in the RVC Strategic Plan 2014-19 and that the partner's recognised status and academic standing is appropriate. Consideration should also be paid to the partner's ability to ensure sufficient provision of human and material resources to support the arrangement successfully.

6.3.1.2 Study Abroad (outgoing) and Student Exchange

As outgoing Study Abroad results in award of credit toward an RVC award, the due diligence enquiries on such a partner should be more extensive than those for incoming Study Abroad alone (and they should build on any due diligence enquiries already completed on a Study Abroad partner in respect of incoming Study Abroad provision). Particular consideration should be made to the academic/professional capacity of the prospective Study Abroad partner to deliver the learning and teaching at the appropriate levels.

6.3.2 Due diligence - Credit accumulation and transfer

Sections 6.3.1.1 and 6.3.1.2 relating to Study Abroad apply equally to credit transfer and accumulation arrangements. The nature and location of the prospective partner will also impact on the nature and extent of the due diligence enquiries.

6.3.3 Due diligence - Placements

Particular attention should be paid here to the ability of the prospective delivery or support organisation to provide an appropriate and safe working environment for students. Additionally, the academic/professional capacity of the prospective Placement partner to deliver or support the learning and teaching at the appropriate levels, and the assessment of students, should be carefully considered, as should the Partner's commitment to Animal Welfare and Ethics and other legal/organisational matters.

6.4 APPROVAL OF DUE DILIGENCE AND OF THE COLLABORATIVE PARTNERSHIP

6.4.1 Stage One Partnership Approval

The responsible staff members (Table 1) will consider the information duly gathered and will each submit a report to the CPDG (this may be by way of a written document or an email) summarising:

- their assessment of the available information
- any information gaps that might merit further investigation
- any concerns raised by the available information
- their view of the suitability in the relevant category of the collaborative partner, with reference to the bullet points at [6.1.i.](#), [6.1.ii.](#) and [6.1.iii.](#) as appropriate

Based on the reports provided by the responsible staff members, the College's Course Proposal and Development Group will consider the outcome of the due diligence exercise and decide whether to grant Stage One Partnership Approval.

When the due diligence enquiries result from the development of collaborative provision with a new partner (as opposed to the development of a collaborative partnership in isolation), Stage One Partnership Approval will normally be considered by the CPDG at the same time as Stage One (b) Course Approval (see the College procedure for [Design and Approval of Courses](#)) if applicable.

If Stage One Partnership Approval is granted a brief summary of the decision and any concerns raised by the CPDG will be passed on to both CEC (financial/resourcing considerations) and Academic Board (academic considerations).

If the CPDG considers that the partnership will attract a high level of academic and/or reputational risk, any course delivered with that collaborative partner will automatically be referred to Stage Three of the Course approval process (see the College procedure for [Design and Approval of Courses](#)), irrespective of the proposal risk score (i.e. Low, Medium or High) achieved on the New Course Risk Assessment.

If Stage One Partnership Approval is not initially granted the CPDG may request further information from the relevant staff members, the Course/Partnership Proposers and/or the prospective collaborative partner, for fresh scrutiny by the CPDG and a review of the initial decision.

Should the Course Proposal and Development Group decide again that the process of partnership approval may not proceed, this decision will be final and will be communicated to the Course Development Team or Partnership Proposer. Any proposal for a new course that is contingent on the approval of the collaborative partnership will necessarily also be terminated at this stage.

6.4.2 Stage Two Partnership Approval

The CPDG will submit a brief report to CEC (this may be by way of a written document or an email) summarising:

- The CPDG's assessment of the reports provided by the responsible staff members for finance/resourcing and legal/organisational matters, including any unresolved concerns.
- The CPDG view of the overall financial and legal/organisational suitability of the collaborative partner, with reference to the bullet points at [6.1.i.](#) and [6.1.ii.](#)
- Whether the CPDG considers the partnership to attract a high level of financial or legal/organisational risk, with additional reference to the bullet point at [6.1.iii.](#)

The CPDG will also submit a brief report to Academic Board (this may be by way of a written document or an email) summarising:

- The CPDG's assessment of the reports provided by the responsible staff member/s for academic matters, including any unresolved concerns.
- The CPDG view of the overall academic suitability of the collaborative partner, with reference to the bullet points at [6.1.i.](#) and [6.1.ii.](#)
- Whether the CPDG considers the partnership to attract a high level of academic and/or reputational risk, with additional reference to the bullet point at [6.1.iii.](#)

Both CEC and Academic Board will be asked to grant or refuse Stage Two Partnership Approval; a decision to grant or refuse must be made by both bodies for the decision to be final.

If both bodies approve the partnership but both consider it to attract a high level of academic and/or reputational risk, any course delivered with that collaborative partner will automatically be referred to Stage Three of the Course approval process (see the College procedure for [Design and Approval of Courses](#)), irrespective of the proposal risk score (i.e. Low, Medium or High) achieved on the New Course Risk Assessment.

If Stage Two Partnership Approval is not granted, this decision will be final and will be communicated to the Course Development Team or Partnership Proposer and to the CPDG. Any proposal for a new course that is contingent on the approval of the collaborative partnership will necessarily also be terminated at this stage.

On grant of Stage Two Partnership Approval the College may move to development and signing of the appropriate Memorandum of Understanding (see [Section 7](#)). Any decision to approve a Collaborative Partnership may be subject to conditions and approval will normally be granted for a period of six years.

Note that approval as a Collaborative Partner of the College does not constitute formal approval to participate in delivery of collaborative provision. This authority is conferred only once the course approval process has been completed and an Agreement to cover delivery of the collaborative provision has been approved by all parties and signed by the duly authorised bodies of the parties (see [Section 8](#) for detail).

Consideration of how to mitigate any risks or concerns raised during the due diligence exercise and/or the risk assessment should be factored in to the development of the Agreement to cover the delivery of the collaborative provision.

It is important that the due diligence information provided by the collaborative partner to the College is accurate and complete and as such a warranty to this effect will be included in any eventual contractual documentation (to include the Memorandum of Understanding and/or the Agreement as appropriate).

6.5 DUE DILIGENCE – EXISTING COLLABORATIVE PARTNERS

6.5.1 New course proposals with input from existing collaborative partners

When any new course proposal with input from an existing collaborative partner is submitted for Stage One Course Approval the New Programme Approval Form (and normally also a New Course Risk Assessment tool) will be submitted to the CPDG (see Section 5 of the [Design and Approval of Courses](#) procedure). The information contained within these documents will provide some evidence for the suitability/ability of the collaborative partner to engage in this specific instance of collaborative provision but should the CPDG consider that sufficient extra risk is generated by the new collaborative proposal to warrant review of additional due diligence information it may commission the responsible staff members (see [Table 1](#)) to undertake appropriate and proportionate due diligence enquiries as per [Section 6.3](#).

6.5.2 Reviewing and refreshing Due Diligence

Due diligence should be refreshed when an Agreement for collaborative provision is being renewed (see [Section 13.2](#)) and/or where the circumstances surrounding the collaboration have changed. The process of refresher due diligence should broadly follow the process as outlined in [Sections 6.3](#) and [6.4](#).

Due diligence should also be refreshed whenever a collaborative partnership undergoes re-approval (periodic due diligence) (see [Section 14](#)).

The nature and scope of the refreshed due diligence will be proportionate to the expected level of risk to the College as determined by the CPDG. This may be informed by:

- Risks created (or reduced) by changes in or to the external environment/context
- The stability of the existing collaborative arrangement (for example, extension of the range and scope of collaborative provision)
- The stability of the collaborative partner (for example if the ownership of a collaborative partner changes)

7. MEMORANDUM OF UNDERSTANDING

7.1 ABOUT THE MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding (MoU) is a document excluding financially binding clauses that is intended to provide a framework for delivery of the financially binding Agreement that will define the management and operation of a particular collaborative learning opportunity.

7.1.1 Collaborative Partnerships

When developing a collaborative partnership (without concurrent development of associated collaborative provision) an MoU will be mandatory and may include either the above content or, for example in the case of a Framework Agreement for Study abroad/Student Exchange activities, alternative content as agreed by the TQC Collaborative Provision sub-group in consultation with the appropriate colleagues.

7.1.2 Collaborative Provision

Development of an MoU is not essential in all instances. For example, a decision to proceed immediately to development of a Memorandum of Agreement (Agreement) may be made where the proposal risk assessment score determined at Stage One of the course approval process is Low, and where associated due diligence enquiries have been satisfactory and have further contributed to an overall assessment that the course under approval is low risk (for example a UK Higher Education Institution acting in a limited capacity as a support provider to the delivery of an RVC award).

7.2 DEVELOPING THE MEMORANDUM OF UNDERSTANDING

Where required, a Memorandum of Understanding will normally include, inter alia:

- notification of intention to develop/manage collaborative provision/course/courses;
- a confidentiality agreement;
- appropriate data protection clauses;
- a requirement for satisfactory completion of full due diligence;
- a delivery schedule for the MoA;
- appropriate Intellectual Property Rights clauses.

The MoU should be signed by both parties before commencement of partnership activities, normally after due diligence enquiries have been completed - though in certain circumstances an MoU may be required before commencement of due diligence enquiries of a commercially sensitive nature (see also [Section 6.1.2](#)).

The MoU will normally be developed by the Collaborative Programmes Officer in consultation with the Course Development Team / the Partnership proposer and colleagues in the relevant departments of the College. Where possible the MoU will follow the appropriate MoU template.

7.2.1 Study abroad partnerships / Progression agreements

For Study abroad partnerships or progression agreements the Memorandum of Understanding may be developed by RVC Access in consultation with the Collaborative Programmes Officer as required.

7.3 APPROVAL OF THE MEMORANDUM OF UNDERSTANDING

Unless otherwise agreed (by prior agreement of the Principal) the Memorandum of Understanding will be reviewed and endorsed by the TQC Collaborative Provision sub-group and the Chair of TQC, for approval by TQC and Academic Board and signing by the Principal (or a duly authorised deputy) on behalf of the College and by an authorised signatory of the Collaborative Partner.

The approved and signed Memorandum of Understanding will be sent to LTAC/RDC for information only.

8. AGREEMENT (MEMORANDUM OF AGREEMENT)

8.1 ABOUT THE AGREEMENT

In keeping with the recommendations of Indicator 7 of [Chapter B10](#) of the UK Quality Code, an Agreement (Memorandum of Agreement) to cover the delivery of any collaborative provision should be developed, agreed and signed by the authorised signatories of all collaborating parties prior to commencement of delivery.

The Agreement will be legally binding and will usually contain binding financial clauses, often in the form of a Financial Annex.

8.2 DEVELOPING THE AGREEMENT

The Agreement will normally be developed by the Collaborative Programmes Officer in consultation with the Course Development Team and with colleagues across relevant departments of the College.

The appropriate members of the respective parties' Finance departments must be fully involved in the development of all clauses relating to, or which could affect, the financial aspects of the arrangements.

8.2.1 Content

Agreements should include whichever of the following are relevant:

- the number of students permitted to be recruited onto a programme
- responsibilities for the recruitment and selection and the enrolment and registration of students (in compliance with Indicator 14 of [Chapter B10](#) of the UK Quality Code) *
- responsibilities relating to student discipline, complaints and appeals
- provisions relating to the maintenance of student and other designated records during the course of the agreement, following the termination of the agreement and in the event that the collaborating party ceases to exist
- provisions relating to the assessment of students including responsibilities for the issue of transcripts
- responsibilities for the issue and secure control of award certificates (in case of Joint Awards the parties should agree prior to signing the Agreement how degree certificates will be formatted and issued)
- obligations on the collaborating party to provide the College, on request, with appropriate information about the conduct of the programme
- description of the respective responsibilities and obligations of all the parties involved with respect to academic standards and quality in the delivery of the programme/s including provisions relating to the appointment and role of External Examiners
- provisions relating to intellectual property considerations
- provisions relating to the respective responsibilities where shared teaching is a feature of the arrangement
- detailed information relating to the management of the arrangement, such as specified reporting channels
- provisions relating to publicity and promotional material (with due regard to Indicator 18 of [Chapter B10](#) of the UK Quality Code)
- provisions relating to information produced for current students (with due regard to Indicator 18 of [Chapter B10](#) of the UK Quality Code)
- the duration of the agreement and review arrangements
- termination and arbitration provisions (including the provisions to enable the College to suspend or withdraw from the agreement if the collaborating party fails to fulfil its obligations and including the residual obligations to students on termination of the agreement)
- warranty clauses relating to the due diligence that has been undertaken and informed the development of the Agreement
- provisions relating to the jurisdiction under which the collaborative provision will be delivered
- a confidentiality agreement (if not included within the Memorandum of Understanding)
- A clause relating to insurances required by the parties
- Obligations on the parties to comply with all relevant legislation from time to time in force (including without limitation in relation to data protection, health and safety, employment, equal opportunities, and bribery) in relation to the collaborative provision
- financial arrangements (often in the form of a Financial Annex to the Agreement)

* Admissions procedures for any course including collaborative provision should be consistent with standard RVC admissions policies.

Unreasonable confidentiality provisions in the written agreement which would preclude the College from sharing with other institutions any concerns which led to its withdrawal from the Agreement should be avoided.

As per Indicator 8 of [Chapter B10](#) of the UK Quality Code, clauses should be placed in the Agreement to prohibit serial arrangements without the express written permission of the College, which in such event will retain oversight of what is being done in its name.

In support of the College's compliance with Indicator 9 of [Chapter B10](#) of the UK Quality Code, agreements must include clauses relating to arrangements to ensure that students admitted to a course who wish to complete it under the College's awarding authority can do so in the event that a collaborative partner withdraws from the Agreement or that the RVC decides to terminate the Agreement.

8.2.2 Timeline for delivery

The Agreement must be signed by both parties before commencement of delivery of the collaborative provision.

A validation panel may additionally impose restrictions on recruitment or admissions activity for a new course delivered collaboratively until an Agreement to cover the collaborative provision has been signed.

Development of the Agreement will normally commence after completion of Stage Two of the Partnership Approval process and Stage Four of the Course Approval process (see Section 9 of the [Design and Approval of Courses](#) procedure).

8.2.3 Study abroad partnerships / Progression agreements

For Study abroad partnerships or progression agreements the Agreement may be developed by RVC Access in consultation with the Collaborative Programmes Officer as required.

8.3 REVIEW AND APPROVAL OF THE AGREEMENT

Unless otherwise agreed (by prior agreement of the Principal) the Agreement will be reviewed by the colleagues/departments indicated below at Section 8.3.1 and then endorsed by both the TQC Collaborative Provision sub-group and the Chair of TQC, for approval by TQC and Academic Board and signing by the Principal (or a duly authorised deputy) on behalf of the College and by an authorised signatory of the Collaborative Partner.

The approved and signed Agreement will be sent to LTAC/RDC for information only. The colleagues indicated at Section 8.3.1 below will also be advised once the Agreement has been approved.

8.3.1 Additional colleagues/departments who may be involved in review of the Agreement

- Course Director(s)
- Course Proposer
- Academic Quality Manager
- Academic Registrar
- Associate Deans
- Director of Learning and Wellbeing
- Director of RVC Access and International Engagement
- Finance department (for specialist clauses)
- Head(s) of academic Departments
- Head(s) of Group (if applicable)
- Head of Admissions
- Head of Course Support
- Head of Examinations
- Head of Postgraduate Administration (as applicable)
- Head of Recruitment
- Representative of RVC Business (as applicable)
- Vice Principal, Students
- Vice Principal, Learning, Teaching and Assessment
- Relevant colleague(s) at the Collaborative Partner

8.3.2 Review and Approval of the Financial Annex

The Financial Annex to any Agreement must be endorsed by the Finance Director (or by a nominated deputy). It may then be sent for approval and signing by the Principal on behalf of the College.

The approved and signed Financial Annex to the Agreement will not be sent to LTAC nor to TQC.

8.3.3 Use of the College Seal

On occasion a collaborative partner may request that the College Seal be used in the signing of an Agreement. This must be discussed with and arranged through the appropriate colleagues within the Academic Support and Development department.

8.4 REGISTER OF COLLABORATIVE PROVISION

In compliance with Indicator 10 of [Chapter B10](#) of the UK Quality Code, the RVC maintains records (by type and category) of all arrangements for delivering learning opportunities with others that are subject to a formal agreement.

The Collaborative Programmes Officer is responsible for development and upkeep of the College's internal and published Registers of Collaborative Provision for taught courses. These Registers of Collaborative Provision are updated, reviewed by TQC and re-published termly (as appropriate) by the Collaborative Programmes Officer.

The College's RVC Access department is responsible for upkeep of a separate Register of Collaborative Study Abroad and Short Courses.

The College's Graduate School is responsible for upkeep of a separate Register of Collaborative Postgraduate Research.

9. MANAGEMENT OF COLLABORATIVE PARTNERSHIPS

9.1 The College Lead

The College Lead oversees the management and continued development of the collaborative arrangement.

The colleague who has proposed the collaborative partnership is the de facto College Lead for any new collaborative partnership.

When a new course is developed with an approved collaborative partner the original College Lead may seek to devolving responsibility for oversight of the management and continued development of the partnership to the person responsible for development of the collaborative provision (the Course Proposer).

Any transfer of responsibility from the original College Lead to a Course Proposer (or other colleague) should be ratified by the CPDG.

Should the College Lead seek to transfer his/her responsibilities for any other reason s/he should contact the Collaborative Programmes Officer, who will consult with the CPDG as appropriate.

9.2 Review of the Memorandum of Understanding

The Memorandum of Understanding governing a collaborative partnership will be reviewed annually as appropriate by the Collaborative Programmes Officer, under the same terms as the monitoring of Agreements as detailed in [Section 11](#).

The MoU will undergo further review by the Collaborative Programmes Officer in the months preceding its expiry, the results of the review to be shared with those charged with considering the renewal, amendment or termination of the MoU and the partnership.

Should there be any significant changes in the circumstance of the collaborative partner at any time the process of due diligence will be repeated as appropriate (see [Section 6.5](#)).

10. MANAGEMENT OF COLLABORATIVE PROVISION

10.1 Proportionate procedures and processes

Collaborative provision will normally be managed in the same way as non-collaborative provision.

However, as per [Chapter B10](#) of the UK Quality Code, a 'one size fits all' approach to the management of arrangements for delivering learning opportunities with others may be neither sufficient nor appropriate. The College may thus be flexible, within the confines of its procedures and the regulations of relevant PSRBs, in the application of internal quality assurance processes for collaborative arrangements in order to ensure that these are appropriate to the different timescales and contexts within which they may need to operate.

This will be achieved without undermining the broad principles that underpin the assurance and enhancement of academic standards and quality, so long as the Expectation of [Chapter B10](#) of the UK Quality Code is adhered to:

“Degree-awarding bodies [the RVC] take ultimate responsibility for academic standards and the quality of learning opportunities, irrespective of where these are delivered or who provides them. Arrangements for delivering learning opportunities with organisations other than the degree-awarding body are implemented securely and managed effectively.”

10.2 Liaison with the Collaborative Partner(s)

As per [Section 9](#) of this procedure, any new Collaborative Partnership will initially have a College Lead who will oversee the management and continued development of the arrangement.

On development of collaborative provision the College Lead (or the Course Proposer, the Course Director or an alternative staff member as appropriate and indicated in the Agreement) will be responsible, inter alia, for ensuring that any collaborative partner is provided with all information necessary for the effective delivery of the learning or support to which it is contributing.

10.3 Curriculum Managers

For new jointly delivered courses and joint awards, a co-Course Director for each party is normally appointed to oversee the management and continued development of the arrangement.

In some instances, especially in respect of jointly delivered courses (single RVC award), it may be more appropriate for the Course Director to be a member of College staff, and for relevant Year Leaders or a Deputy Course Director to be appointed from the staff of the collaborative partner.

Module Leaders may be appointed from either party; normally the Module Leader will be appointed from the party with the greatest input into development and delivery of that module but on occasion co-Module Leaders may be appointed.

10.4 Course Management Committee

For all RVC courses (including those involving collaborative provision) there will be a Course Management Committee with membership and terms of reference as specified in the Committee Handbook.

The Course Management Committee will normally include representation from any collaborative partner with significant involvement in the delivery of learning opportunities contributing to the course. Deviation from normal membership and/or operation of the Course Management Committee as negotiated between the parties will be laid down in the Agreement.

The Course Management Committee will also report relevant issues to TQC and the Student Development Committee as appropriate. These committees and LTAC in turn report to the Academic Board.

The Course Management Committee will ensure that the terms of the Agreement are adhered to and in particular it should:

- ensure that there is clarity on how the quality assurance procedures are applied
- ensure that reliable and timely information is provided by the collaborative party on the operation and management of the collaborative programme, including the quality control systems used and the information derived from them
- ensure that effective mechanisms are in place to seek and consider student feedback
- ensure that there is sufficient contact between the staff of the collaborative parties to sustain an effective partnership and facilitate staff development (where relevant)
- ensure that detailed, verified and regularly updated information about the qualifications and experience of all staff involved in a programme is received as appropriate.
- ensure that all relevant staff understand the approach to examinations and assessments (see also Section 10.5 below)
- ensure that there is adequate monitoring, including regular visits by College staff, to verify the accessibility and appropriateness of learning facilities and other support services (where applicable)
- ensure that student entrance, progression and achievement is carefully monitored
- ensure that information given to prospective students and to those registered on a programme, about the nature of the programme, the academic standards to be met and the quality of the provision which is offered is approved by the College and defines clearly the nature of the collaborative arrangement outlining the respective responsibilities of the parties. This should also include information for students about the appropriate channels for particular concerns, complaints and appeals.

10.5 Collaborative Partner's understanding of assessment arrangements

The College must ensure, as per Indicator 15 of [Chapter B10](#) of the UK Quality Code, that collaborative partners involved in the assessment of students understand and follow the assessment requirements approved by the College for the components or course(s) being assessed.

10.6 External Examining arrangements

As per Indicator 16 of [Chapter B10](#) of the UK Quality Code, External Examining arrangements for collaborative provision should normally be the same as those for non-collaborative provision and the degree awarding body (in most cases this will be the College) will retain responsibility for the appointment and functions of external examiners.

11. ANNUAL MONITORING OF AGREEMENTS

Annual monitoring of Agreements is managed by the Collaborative Programmes Officer. This process is separate from the [Monitoring and Review of Courses](#) procedure, which applies to all collaborative and non-collaborative taught awards of the College. Annual monitoring of Agreements is concerned with ensuring that the College and its collaborative partners are abiding by the terms of the Agreements that cover delivery of collaborative provision.

Where concerns are raised about non-compliance with the requirements of an Agreement these may be dealt with according to the nature of the concern. Generally this would be via resolution in good faith and where appropriate the Agreement may be updated accordingly (this may require either a simple letter of amendment or a redraft of the Agreement). Resolution of disputes should be covered by the appropriate arbitration clauses inserted within the Agreement.

The Collaborative Programmes Officer will create an annual report, for consideration by the TQC Collaborative Provision sub-group, highlighting the outcomes of the Annual Monitoring of Agreements exercise (particularly any key concerns) and any remedial measures invoked or suggested. This will be a standing agenda item for the summer term meeting of the TQC Collaborative Provision sub-group which will provide a summary report to, and share concerns and/or examples of good practice with, TQC as necessary.

Reports of annual monitoring of Agreements may be included as evidence at Periodic Reviews of Taught Courses and may inform the scope of refresher due diligence enquiries when considering the re-approval of existing collaborative partnerships.

12. MONITORING AND PERIODIC REVIEW OF COLLABORATIVE TAUGHT COURSES

As per Indicator 17 of [Chapter B10](#) of the UK Quality Code, the College should ensure that modules and courses offered through collaborative partners are monitored and reviewed through procedures that are consistent with, or comparable to, those used for modules or programmes provided directly by the College.

This expectation also applies to Study Abroad modules taken by RVC students at overseas collaborative (Study Abroad) partners, and to modules taken by RVC students at UK and other providers under credit accumulation and transfer arrangements. The format of student feedback and module review provided by such a collaborative partner may differ from that used by the College but should provide sufficient information for the College to assure itself (through Course Management Committee(s), LTAC and TQC) that it continues to meet the Expectation of [Chapter B8: Programme Monitoring and Review](#) of the QAA UK Quality Code for Higher Education:

“Higher education providers, in discharging their responsibilities for setting and maintaining academic standards and assuring and enhancing the quality of learning opportunities, operate effective, regular and systematic processes for monitoring and for review.”

Please refer to the College’s procedures for [monitoring](#) and [periodic review](#) respectively of courses, as published at <https://www.rvc.ac.uk/about/the-rvc/academic-quality-regulations-procedures#panel-academic-quality-assurance-enhancement-procedures>.

Any variation from these College procedures will be agreed between the parties, with the assent of the Chair of TQC, and will be formalised in the Agreement that governs the delivery of the collaborative provision.

13. AMENDMENT, RENEWAL AND TERMINATION OF AGREEMENTS

13.1 AMENDMENT

Amendment of an Agreement (i.e. changes to or deletion or addition of one or more clauses of the existing Agreement, which may include amendment of the expiry date) may be made by agreement between the parties.

Where amendments are minor and non-controversial, as deemed by the Chair of TQC, endorsement by the Chair of TQC and subsequent signing of a letter of amendment by the Principal (or a duly authorised deputy) on behalf of the College and by an authorised signatory of the Collaborative Partner will suffice. The letter of amendment should be sent to the subsequent TQC and Academic Board meetings for information.

Where the amendments are more major and/or potentially controversial, formal approval by TQC and Academic Board will be required prior to signing by the Principal (or a duly authorised deputy) on behalf of the College and by an authorised signatory of the Collaborative Partner.

13.2 RENEWAL

Renewal of an Agreement, i.e. creation of a new Agreement (which may or may not be based on the existing Agreement) to replace an existing Agreement that will shortly expire or which does not now serve the needs of the College and/or the collaborative partner(s), may be made by agreement between the parties following review by the colleagues indicated in [Section 8.3.1](#) and on endorsement by both the TQC Collaborative Provision sub-group and the Chair of TQC, for formal approval by TQC and Academic Board and signing by the Principal (or a duly authorised deputy) on behalf of the College and by an authorised signatory of the Collaborative Partner.

Where the circumstances surrounding the collaboration (whether applying to the collaborative partner or to the collaborative provision) have changed to such an extent that the risk to the College of continued collaboration is likely to have significantly increased, a review of due diligence may be required as per [Section 6.5.2](#).

13.3 TERMINATION

Where termination of an Agreement is being considered due accord should be taken of the College's procedure for [Closure of Taught Courses](#).

Any termination must be subject to agreement of arrangements which ensure that students registered on any affected course(s), and candidates to whom a place on a course has been offered, are not disadvantaged.

Decision to terminate by agreement between the parties or on written notice (as specified in the Agreement) may be recommended by the CEC or by TQC, and approved by Academic Board.

Decision to terminate may be by reason of failure of the Collaborative partner to meet agreed Key Performance Indicators (KPIs) where applicable. This option should be taken only after careful consideration of the reasons for the failure by the collaborative party to meet these KPIs. Again, such decision to terminate would be recommended by the CEC or by TQC, and approved by Academic Board.

Decision to terminate an Agreement for breach of contract should be made in consultation with the College's legal representatives.

Clauses relating to the termination of an Agreement must be included within that Agreement. These must include arrangements to ensure that students admitted to a course who wish to complete it under the College's awarding authority can do so in the event that a collaborative partner withdraws from an Agreement or that the RVC decides to terminate an Agreement.

14. REAPPROVAL OF COLLABORATIVE PARTNERSHIPS

Full review and re-approval of Collaborative Partnerships will take place at an interval no greater than six years after initial approval of the partnership. Where possible re-approval should coincide with Periodic Review of any courses run with collaborative input from the partner.

Review and re-approval would follow the steps for approval of Collaborative Partnerships outlined at [Section 5.2](#) and considered in detail at Sections [6.3](#) and [6.4](#).

15. REVIEW OF THIS PROCEDURE

The processes and procedure for Collaborative Provision will be formally reviewed by the Collaborative Provision sub-group on behalf of TQC, at least every six years.

APPENDICES

APPENDIX 1

EXAMPLE DOCUMENTATION TO BE REVIEWED DURING DUE DILIGENCE ENQUIRIES

The following are representative of the documentation that the responsible RVC staff members might review during due diligence enquiries. Please note that not all documents / information sources will be applicable to every proposed collaborative partnership and, in certain cases, additional information might be requested.

DOCUMENTS FOR UK COLLABORATIVE PARTNERS

Academic due diligence, may include

Typical Sources of Evidence, publicly available:

- Institution web site
- Institution prospectus
- OFSTED inspection report
- OFSTED annual assessment report
- QAA Web site
- QAA Audits/IQER/HER
- Reports from other funding or external quality assurance bodies
- UK list of learner providers
- Department for Business, Innovation & Skills web site
- Office for Students - confirmation of registration

Typical Evidence to be provided by the collaborative partner:

- Corporate strategy / strategic plan
- Mission Statement
- Higher Education committee structure
- Quality assurance and enhancement arrangements and procedures
- organisational structure
- Details of learning resources and student services
- EdExcel verifier's report
- External examiner's reports
- Annual programme report including student feedback
- Student statistics and details of records management
- Management letter of support
- Staff development policy for Higher Education
- A written submission from the prospective collaborative partner including a self-appraisal and providing evidence of its procedures and processes in operation
- 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.
- Professional body accreditation
- Employer links and support

Typical Evidence to be provided by other HEIs:

- Where a prospective collaborative partner is known to have a current, or has had a previous relationship with another UK degree awarding body, enquiries may be made by the Course Proposal and Development Group of that degree awarding body as to the reputation, academic standing and effectiveness of the proposed collaborative partner.

Legal/organisational, may include

Typical Evidence to be provided by the collaborative partner:

- A copy of the constitutional documents for the organisation (incorporating any amendments which have been made), notarised where appropriate
- Confirmation of the capacity of the proposed collaborative partner to contract with the College
- Confirmation that the College has the legal capacity to engage in a partnership and/or the delivery of collaborative provision with the proposed collaborative partner
- Health & Safety policy
- Details of all third party rights in relation to the organisation relevant to the proposed partnership.
- Confirmation that the organisation owns all intellectual property rights of its staff and employees.
- Particulars of all insurance arrangements of the organisation relating to the proposed partnership.
- Copies of all permits, authorities, registrations, licences, approvals and consents (whether granted by public or private authorities or otherwise) held by the organisation and necessary to carry on both the organisation or the proposed partnership
- Details of any data protection requirements relevant to the organisation or the proposed partnership
- Details of any of the following which is current, or which is known to be pending, threatened or possible in relation to the organisation or the proposed partnership:
 - any litigation or arbitration proceedings (whether as claimant or defendant)
 - any prosecution
 - any investigation or inquiry by a governmental or official body.

Financial/resourcing, may include

Typical Evidence to be provided by the collaborative partner:

- In-principle written confirmation of the organisation's financial commitment to the partnership.
- The audited accounts or equivalent records of the organisation for the last three to five years.
- A copy of the management accounts or equivalent records of the organisation since the end of the last audited accounting period
- Bankers' references
- Details of all mortgages, charges or other security documentation affecting the organisation and copies of any documentation which may affect the partnership
- Details of the tax status of the organisation, including VAT, PAYE and corporation tax considerations
- Details of the financing arrangements of the organisation including particulars of all overdrafts, loans and other indebtedness and facilities affecting the organisation.
- Details of any state or public sector funding applicable to the organisation.
- Details of any quotations or tenders which the organisation has submitted which are relevant to the proposed partnership.
- Details of all relevant grants, subsidies, payments or allowances taken out by or granted to the organisation in relation to the proposed partnership.
- Any liabilities which are relevant to the proposed partnership.
- Confirmation that the organisation owns or has the right to use the venues and resources required for the partnership.

ADDITIONAL DOCUMENTS FOR NON-UK COLLABORATIVE PARTNERS

Note that these would be reviewed in addition to the documents suggested above for UK collaborative partners.

Academic, may include

Typical Sources of Evidence, publicly available:

- NARIC
- British Council
- Relevant national accreditation/quality agency listing of approved institutions
- Government agencies

Legal/organisational, may include

Typical Sources of Evidence, publicly available:

- Details of the organisation of education in the country where the collaborative partner is based.
- Information concerning prevention of corruption
 - [RVC Anti-Bribery Policy](#) and associated documents (including [Anti-Bribery Guidelines](#))
 - [Transparency International Corruption Perception Index](#)
 - [Transparency International Bribe Payers Index](#)
 - [World Bank - Ease of Doing Business Rankings](#)

Typical Evidence to be provided by the collaborative partner:

- A copy of the constitutional documents for the organisation (incorporating any amendments which have been made) (with English translation where appropriate), notarised where appropriate
- Confirmation of the legal status of the proposed collaborative partner in its own country
- Confirmation of any specific country requirements (e.g. legal framework for the jurisdiction applying to the organisation) relating to the proposed collaborative partnership

Financial/resourcing, may include

Typical Sources of Evidence, publicly available:

- Details of any double tax treaty between the UK and the country where the organisation is based (if applicable)
- Details of any exchange control or currency rules affecting payments of currency into or out of the country where the organisation is based, whether in Great British Pounds Sterling or otherwise (if applicable)