



# 11

## COLLABORATIVE PROVISION

## **Regulation 11 – Collaborative Provision**

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## **11 Collaborative Provision**

### **11.1 General Requirements**

- a) The requirements of the University in respect of the management, programme approval/collaboration, monitoring and review of programmes shall apply to any programme or module, offered in partnership with the University by a collaborative partner leading to an award from the University of the West of Scotland. The approach of the University is informed by the QAA Quality Code for Higher Education: Chapter 10.
- b) University of the West of Scotland's Senate and the partner organisation's central authority must endorse any collaborative arrangement.
- c) In line with the collaborative approval process, Schools have authority, in principle, to develop proposals for collaborative provision or delivery at a new site and/or by on-line learning. International collaborative ventures should be aligned with the appropriate Senate approved plans prior to the detailed proposal being considered by the School Leadership Team and noted at School Board.
- d) The Quality Enhancement Support Team (QuEST) will draft a Collaborative Agreement which forms part of the submission documentation considered by the Collaborative Forum. Following approval, QuEST will then finalise the agreement and the Collaborative Forum will continue to monitor the effective implementation of all the University's Collaborative Agreements and arrangement.
- e) The University's QuEST will maintain a register of all approved collaborative arrangements.
- f) The issue of award certificates and transcripts will remain under the control of the University and in keeping with the requirements of the QAA Quality Code for Higher Education: Chapter 10.
- g) QuEST holds the University templates for Collaborative Agreements and Memorandums of Understanding and will scrutinise the documents prior to seeking endorsement.

### **11.2 Selection of Collaborative Partner**

- a) The mission and objectives of a partner organisation should be compatible with those of the University.
- b) The legal status of the prospective partner organisation and its capacity to contract with the University should be appropriate.
- c) The ability of the prospective partner organisation to provide the infrastructure and the learning resources necessary to ensure that the required quality and standard of the planned provision will be achieved should be appropriate.

- d) The University's Due Diligence procedure must be followed in accordance with the guidance provided by the Court and Senate Office.
- e) Early discussions should ensure that the financial aspects of the proposed arrangement satisfy any statutory and funding body requirements. Policies and procedures must be adequate to safeguard against financial impropriety or conflicts of interest. QuEST will provide guidance on the issues to be addressed with regard to the QAA Quality Code for Higher Education: Chapter 10. All potential collaborations must use the currently approved financial viability model.
- f) Any new programme involving collaborative provision with another institution should be brought to the attention of the Collaborative Forum at an early stage of the proposal.
- g) Where a prospective partner organisation is known to have a current, or has had a previous relationship with another UK Awarding Institution, enquiries will be made of that Awarding Institution as to the standing and effectiveness of the proposed partner organisation. Enquiries will be made of that partner organisation as part of the due diligence process.
- h) The School will inform any professional or statutory body which has approved or recognised a programme which becomes the subject of a possible or actual collaborative arrangement of its proposals and of any final agreements which involve the programme.
- i) The Collaborative Agreement will state that in the event of the University withdrawing from a partnership arrangement and finding itself subject to enquiries from another UK Awarding Institution proposing to enter into a collaborative arrangement with the same partner institution it will, to the extent permitted by law and the contract(s) entered into with such a partner institution, make a frank disclosure to that UK Awarding Institution of any concerns that led to its withdrawal. The University would expect its partner institutions to do the same regarding any concerns about the University if approached by another partner institution considering collaborative activity with the University.

### **11.3 Collaborative Agreements**

- a) The collaborative arrangement must be set out in a formal Collaborative Agreement approved by the University and the collaborative partner confirming the respective responsibilities of both parties and in particular:
  - i) that the University retains ultimate responsibility for the maintenance of quality and academic standards of all awards granted in its name;
  - ii) that the academic standards of all awards made under a collaborative arrangement are equivalent to those of comparable awards delivered by the University and compatible with any relevant benchmark information recognised within the UK.

- iii) The quality of the programmes provided through the partnership is appropriate and comparable with similar programmes provided by the University itself;
- iv) the extent to which authority is delegated to the collaborative partner for modifying an approved programme and exercising discretion in the operation of the programme, including any changes in the programme specification;
- v) the ways in which academic standards are to be maintained;
- vi) the extent to which authority is delegated for the programme approval/collaboration and review of any programme offered in partnership with the University;
- vii) the procedures and responsibilities in connection with initial programme approval/collaboration, approval and subsequent monitoring and review of any programme, including providing for the implementation of changes required as a result of the programme approval/collaboration, review and monitoring of the programme concerned and the proficiency of staff engaged with the collaborative programme;
- viii) the University must determine the admission requirements for students admitted to the awards, the size of cohorts and it will monitor application of these requirements and information on student progression;
- ix) the procedures and responsibilities in respect of programme management, designated points of contact and communication channels and monitoring, including specifying the ways in which those are to be assigned between the University and the partner institution(s) or organisation(s).
- x) the arrangements for the teaching and assessment of students;
- xi) the procedures for determining the financial arrangements and the provision of physical and human resources and facilities;
- xii) the allocation between the University and the collaborative partner of responsibilities for the administrative arrangements, including student recruitment, registration and enrolment, the location and general welfare of students, decisions on student progression and assessment, the appointment, role, briefing and remuneration of external examiners, graduation, issue of certificates and transcripts, publicity material and intellectual property considerations;
- xiii) the procedures for resolving any differences which might arise between the University and the collaborative partner. Provision to enable the University to suspend or withdraw from the agreement if

the partner organisation fails to fulfil its obligations. The residual obligations to students on termination of the agreement;

- xiv) the duration of the agreement and review arrangements.
  - xv) the information given to students or prospective students by the partner organisation should define clearly the relationship between the collaboration and outline their responsibilities.
  - xvi) the language of Teaching and Assessment.
- b) Where a programme leads to the conferment of an award by both institutions, whether the collaborative partner is in the United Kingdom or overseas, the relationship between the award conferred by the University and that conferred by the collaborative partner, shall be defined in the Collaborative Agreement (further details on Joint and Dual awards are detailed in Regulation 7).
- c) Collaborative Agreements with other institutions/organisations must follow the University's template and can only be signed by the Director of Corporate Support.