



# Senate Handbook

## Staff Handbook

### Partnerships Involving Academic Provision

This Handbook supplements Regulations governed by Senate.

It includes policies, procedures, advice and/or guidance that staff and Recognised Teachers are expected to follow in the proper conduct of University business.

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## Major changes to this document since version 2.3 (August 2019):

- Reference added to periodic reviews being set out in the Senate Handbook on Senate Reviews
- Addition of new section on risk assessments and due diligence
- Reference to due initial risk assessment and overseas due diligence checklists added to relevant sections
- Reference to Year One Partnership Reviews added to relevant sections
- Addition of section on monitoring and review of Cranfield provision
- Addition of Appendix B - Initial risk assessment for proposed partnerships
- Addition of Appendix C - Due diligence checklist for overseas partnerships

# 1 About this Handbook

This Handbook describes the policies and principles governing any and all academic provision leading to formal awards of the University that is delivered or supported in partnership with an external organisation (including other higher education institutions, research institutes, businesses and other agencies). It supplements Regulation 33 of the University's regulations and outlines details of the procedures that will be followed in both the introduction and ongoing management of partnerships involving academic provision.

The Handbook takes account of the UK Quality Code for Higher Education<sup>1</sup>. It additionally takes into account the general principles and appropriate good practice contained in the "CVU Handbook for Practitioners: The Quality Management of Collaborative Provision (2005)" and "International Partnerships: A Legal Guide for Universities (2009)", published by Eversheds. It also complements Senate Regulations and Handbooks relating to course approval, monitoring and review.

Throughout this Handbook, the standard terms and definitions outlined in Regulation 12 apply. Additionally, the term "taught course" relates to all taught programmes of study leading to a formal award of the University (e.g. MSc, MBA, MDes, PgDip and PgCert courses), but also to those programmes of supervised research that include structured teaching (e.g. EngD, DM and DBA degrees).

Further, the term "research project" applies to a period of research activity undertaken by an individual student, whether it constitutes all or part of their formal programme of study, and whether they are registered as a student on a taught programme of study or a programme of supervised research.

In addition, this Handbook is written to address principally postgraduate taught programmes of study, and the terms "Director of Education", "Education Committee" and "Pro-Vice-Chancellor (Education)" are used throughout as the authorising bodies for the prescribed activities. Where partnerships involving academic provision are primarily concerned with programmes of supervised research, the relevant authorising bodies should be considered to be "Director of Research", "Research Committee" and "Pro-Vice-Chancellor (Research)" respectively.

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<sup>1</sup> UK Quality Code for Higher Education <https://www.qaa.ac.uk/quality-code>

## 2 Categories of partnerships involving academic provision

All provision of the University can be categorised along two axes:

- i. Partner involvement in delivery
- ii. Nature of the formal award: single, dual or joint degrees

### 2.1 Partner involvement in delivery

Senate has identified four categories of partnerships involving academic provision. The categories below help to identify where a “partnership” is distinct and different from activity involving people or links with institutions external to Cranfield.

Provision that does not involve formal partnerships is referred to here as **Cranfield provision**, which is defined as academic provision where the majority of teaching provision and assessment is provided by members of the University. The general expectation is that the delivery of the course will be carried out on University premises, with the exception of the delivery of classroom-based teaching and assessment on premises that have been assessed by the course team to be fit for purpose (so-called “Cranfield provision: use of third party premises”). Section 9 provides examples of where Cranfield provision involves some element of externality, but does not formally represent partnerships involving academic provision.

The four categories of partnerships involving academic provision are:

- A. VALIDATED EXTERNAL PROVISION
- B. JOINT PROVISION
- C. PARTIAL AWARD RECOGNITION
- D. PARTNER SUPPORT

These are articulated in terms of decreasing order of involvement of the partner with the learning and teaching provision.

Definitions and examples of each of these categories is provided below:

#### A. **VALIDATED EXTERNAL PROVISION**

**Validated external provision** is defined as academic provision where:

- i. the programme in its entirety is delivered either by persons who are not permanent members of the University, or by another higher education institution or other partner, and
- ii. student achievement on the programme is “recognised” or validated for credit by the University.

Typically, such activity takes place outside of University premises, and teaching resources are contracted out to a third party.<sup>2</sup> Cranfield University remains responsible for ensuring the quality of the provision and the standards of the associated awards.

Examples of **validated external provision** would include where the University has established formal links with other educational providers, and is awarding degrees on their behalf (usually because they do not have degree-awarding powers themselves). The University does not validate provision below level 7 (Masters level) in the national higher education framework.

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<sup>2</sup> There are rare examples where this may not be the case: a partner organisation may deliver some or its entire programme on University premises.

## **B. JOINT PROVISION**

**Joint provision** is defined as academic provision where:

- i. teaching provision and assessment is shared in an established arrangement between the University and another higher education institution or other partner(s) with an established educational record; and
- ii. the management of the programme may or may not be shared between the University and the other partner(s).

The activity may take place on or off campus, or a mixture of the two.

Examples of **joint provision** would include where the University has established formal links with other educational providers for the shared delivery of a course leading to either a formal award of Cranfield University, two (or more) separate awards by the educational providers, or a single joint degree validated by all partners.

**Joint provision** does not include provision where the University's programmes are a subset of another institution's award (e.g. the European Partnership Programme): in such cases, Cranfield awards its own degree based solely on its own provision, and the partner is formally involved in what we would categorise as "partial award recognition".

## **C. PARTIAL AWARD RECOGNITION**

**Partial award recognition** is defined as academic provision where:

- i. discrete parts of the teaching provision and assessment (including but not limited to individual modules) are delivered by another higher education institution or other partner; and
- ii. student achievement on these parts of the programmes is "recognised" for credit by the University.

Typically, such activity takes place off University premises, and therefore teaching resources are provided solely by the partner.

Examples of **partial award recognition** would include where individual modules on a taught course are delivered by the incorporation of learning and assessment provided by another university (either prior to or after study at Cranfield) as part of an established pathway for student accumulation of credit towards a formal award.<sup>3</sup>

**Partial award recognition** does not include provision where small parts of the teaching provision and assessment are delivered by *individuals* who are not formally employees with academic status. The University operates schemes to "recognise" their teaching contribution (i.e. the "Recognised Teachers" process managed by Education Services on behalf of Senate— see Section 9 for further explanation).

## **D. PARTNER SUPPORT**

**Partner support** is defined as academic provision where:

- i. a significant proportion of the teaching provision and assessment is provided by persons who are not members of the University; and/or
- ii. teaching resources or learning support that is integral to the course of study is provided by or contracted out to a partner organisation.

Examples of **partner support** would include:

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<sup>3</sup> The accreditation of modules in established and approved "pathways" would apply to all students irrespective of their individual learning. The University also operates a system of "accredited certificated prior learning" for students on an individual basis, outlined in the Senate Handbook on Admissions.

- courses delivered entirely by Cranfield University, but using academic facilities of another educational institution *in lieu* of Cranfield resources;
- courses where the teaching provision is delivered by people external to the University, but where the curriculum is designed and approved by the University, and where assessment is undertaken by permanent members of the University;
- industrial research projects, where the research work is undertaken off University premises;
- study abroad, as part of a student exchange programme, where it counts towards a formal award of the University.

Where the delivery of teaching off-campus is limited strictly to classroom-based teaching and assessment, the provision should be considered as **Cranfield provision: use of third party premises** (see Section 9).

## 2.2 Nature of the formal award: single, dual and joint degrees

For each of the four categories above (and for **Cranfield provision**), the University has established routes for its provision leading to:

- single degree awards, made only by Cranfield University;
- “dual degree” awards, whereby students may be awarded separate awards from both Cranfield University and an academic partner;
- joint degree awards, where the academic provision is shared between a defined and legal consortium of institutions. The consortium (rather than any individual institution) is responsible for the management of the programme, and it results in a single award authenticated by all partners of the consortium.

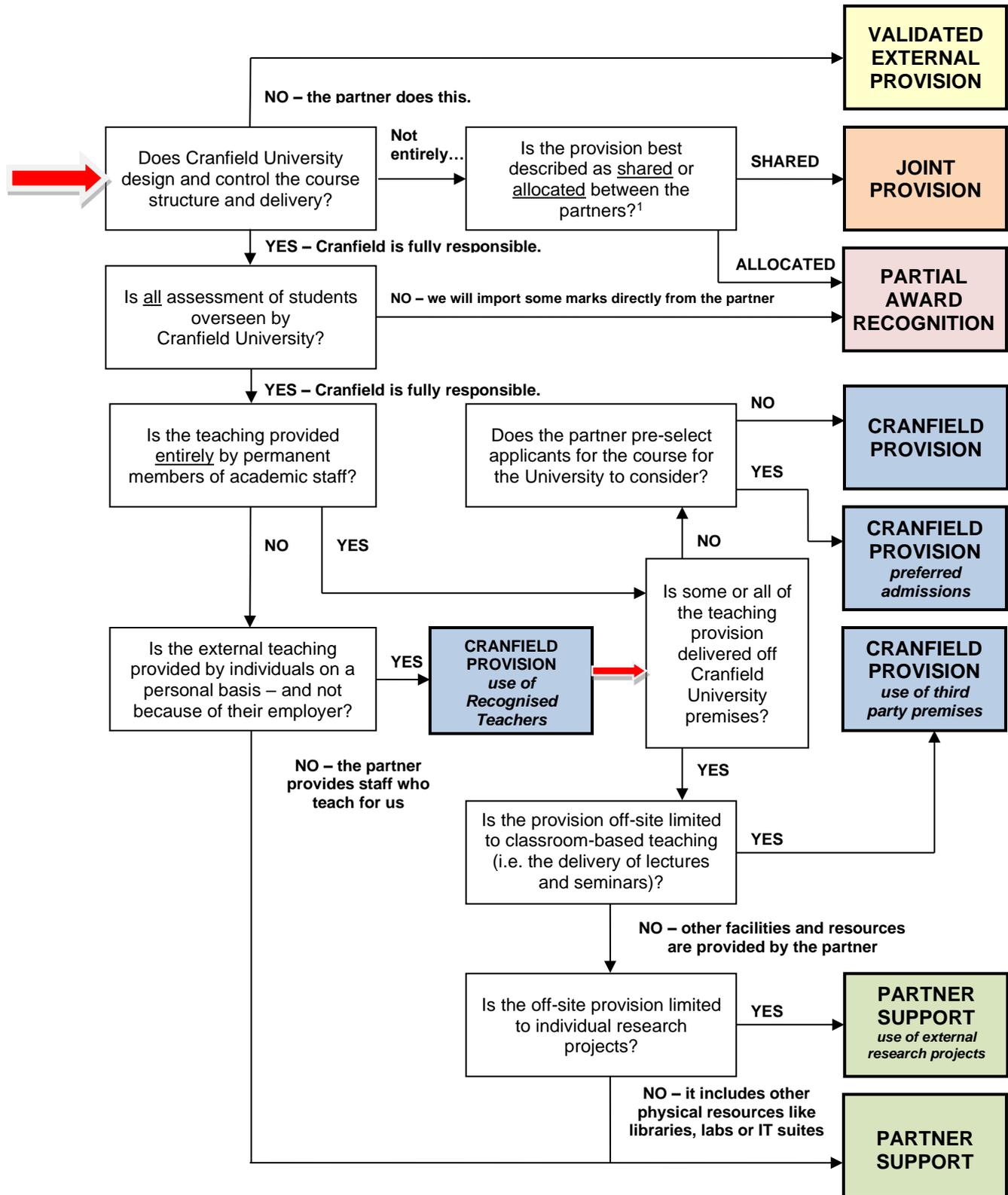
Joint degrees are, by their nature, the result of **joint provision**. Dual degree awards may apply to all types of partnerships involving academic provision, except **validated external provision**.

## 2.3 Summary of types of partnerships and associated awards

<b><u>Summary of which types of partnerships can lead to which types of award</u></b>		<b><u>Partner involvement in delivery</u></b> (-----> decreasing)				
		<b>Validated external provision</b>	<b>Joint provision</b>	<b>Partial award recognition</b>	<b>Partner support</b>	<b>Cranfield provision</b>
<b><u>Nature of the formal award</u></b>	<b>Joint degree</b>		✓			
	<b>Dual degrees</b>		✓	✓	✓	✓
	<b>Cranfield-only degree (Single degree)</b>	✓	✓	✓	✓	✓

### 3 Determining provision type

The following flowchart is designed to help identify which category applies to your academic provision:



<sup>1</sup> "Allocated" is defined as discrete provision which is managed by the partner (e.g. an individual module of a taught course, or primary oversight of research projects). All other definitions are more likely to indicate "shared" provision.

In addition, Education Services has developed a scoping document to aid staff in assessing the full scale and implications of any proposed partnership. It covers all matters relating to student (and applicant) management, delivery and oversight of teaching and assessment, mechanisms of student support (academic, pastoral and social) and communication of results and awards (including graduation).

Staff are strongly encouraged to review and complete the scoping document at an early stage in any partner relationship. It is primarily designed to identify risks, and to ensure that all relevant matters are discussed in the formulation of the terms of any agreement. The scoping document is available on the Education Services intranet or from the Academic Registrar.

## 4 General conditions for all partnerships involving academic provision

### 4.1 Mandatory principles for the approval of partnerships involving academic provision

Senate operates a principle of proportionality with regard to the checks and balances required for all partnerships involving academic provision. It recognises that a single procedure to cover all of the categories above would prove inappropriate and potentially discourage innovative and developmental partnerships.

With all partnerships, it is recognised that clear procedures are required to address each of the following general principles but that these requirements may be different for each category.

This section therefore outlines general principles, which relate to all categories of partnerships. For each category of partnership, there are targeted mechanisms that address those principles for each category (and are articulated in separate sections in this Handbook): these have been identified as reflecting both recent University practice where that has proven effective, and sectoral good practice and experience.

The general areas covered for each category of partnership involving academic provision include:

#### A. Approval of new partnership arrangements

- i. **suitability of the partner:** including sufficient research and other checks to assure the University of the appropriateness of collaboration with any proposed partner and the quality of any learning and teaching services and facilities to be provided by the partner;
- ii. **academic approval of the provision:** including any processes and procedures over and above those outlined in Regulations for the appropriate scrutiny of proposals by relevant academic University committees, up to and including Senate;<sup>4</sup>
- iii. **contractual protection for the University:** including the requirements for any statements of intent, Memoranda of Understanding or formal legal agreements (Appendix A provides further guidance on written agreements);

#### B. Ongoing monitoring and review of all partnership arrangements

- i. **partnership and programme set-up:** including any requirements on reporting at School or University level on progress towards the establishment of the partnership and programme;
- ii. **annual monitoring and review:** including any processes and procedures over and above those outlined in Regulations for the annual reflective review by the course team and at School level;
- iii. **periodic monitoring and review:** including any processes and procedures over and above those outlined in Regulations for the longer-term review of the provision at University level<sup>5</sup>.

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<sup>4</sup> Where both new partners and new academic provision are being proposed at the same time, approval of the partner and the provision can take place concurrently, although Senate reserves the right to conduct approval in two separate stages (i.e. partner approval being required before approval of the new provision).

<sup>5</sup> Periodic reviews include regular reviews and the Year One Partnership Review as set out in the Senate Handbook on Senate Reviews.

Through its Education Committee, Senate will continue to review the content of this Handbook, and the guidance and operational documents herein, as the partnership portfolio of the University develops.

## 4.2 Register of partnerships involving academic provision

All new course proposals, and all new variants of courses, are approved through Education Committee on behalf of Senate, as articulated in this Handbook.

New variants would include:

- adaptation of existing courses to accommodate a new partnership;
- addition of new modules to a course, for a new partnership arrangement;
- the delivery of an existing course in collaboration with a new partner; and
- the delivery of an existing course at a new geographical location.

The Academic Registrar, on behalf of Senate, maintains a register of all partnerships involving academic provision, recording the category of provision and the award types associated with it. The register is available on request from the Academic Registrar.

## 4.3 Initial Risk Assessments and Due Diligence for International Partnerships

Prior to entering into any formal academic partnership with another institution or organisation, the University should assess the risks involved and put in place appropriate management of identified risks.

Specifically, that means that the University should:

- satisfy itself as to the standing of the partner institution, its financial stability and the academic environment at the partner institution.
- explore the legal capacity of a partner organisation to engage with another awarding body and to award dual degrees.
- seek assurance that the partner organisation understands the requirements of UK higher education and agrees to fulfil its responsibilities and obligations.

The University has template checklists to assist staff proposing partnership arrangements in assessing the risks of the proposed partnership and ensuring appropriate academic due diligence is undertaken as part of the approval process. These templates are provided at Appendix B (Initial Risk Assessment) and Appendix C (Due Diligence for International Partnerships) of this Handbook.

The initial risk assessment should be undertaken for all partnerships, with the due diligence template to be completed as part of the approval process for any international partnership. Although the due diligence is written specifically for international partnerships, some aspects of the template may be useful for staff when considering the appropriateness of proposed domestic partnerships.

Detailed Operational and Academic Due Diligence (to include student support arrangements) will be conducted via an Academic Partnership Delivery Approval Panel (where relevant). For further guidance please contact Quality Assurance and Enhancement Office [qualityassurance@cranfield.ac.uk](mailto:qualityassurance@cranfield.ac.uk).

## 5 Validated external provision

### 5.1 Definition and special features

**Validated external provision** is defined as academic provision where:

- i. the programme in its entirety is delivered either by persons who are not permanent members of the University, or by another higher education institution or other partner; and
- ii. student achievement on the programme is “recognised” or validated for credit by the University.

See Section 2 for further details.

For any programme leading to the award of Cranfield University, the University retains full responsibility for assuring the quality of the provision and the standards of the awards. **Validated external provision** delegates responsibility for the delivery of the programme and the assessment of students outside of the University: clear mechanisms and auditing tools are required to ensure that quality and standards remain appropriate. This is particularly acute for this category of partnership as, typically, the activity takes place outside of University premises.

### 5.2 Approval of new partnership arrangements

#### Partner suitability

In order to ensure that a partner is appropriate for an extensive collaboration, a number of factors need consideration. Prior to approval of a new partner, Senate (through its Education Committee) and Council requires evidence to be assured of the following characteristics of any potential partner:

- their educational status or reputation;
- their legal and financial status;
- their existing links and partnerships with other higher education institutions; and
- their ability to deliver learning and teaching provision (personnel and facilities) both to a standard appropriate for an award from Cranfield University, and within the requirements of UK legislation (i.e. health and safety, environment, equal opportunities, data protection).

Evidence for these characteristics is gathered through:

- a structured template of partner characteristics (approved and reviewed by Education Committee from time to time);
- an initial risk assessment (see section 4.3);
- for international partnerships, a due diligence checklist (see section 4.3); and
- a site visit, conducted prior to approval of the partnership.

The site visit is conducted by staff independent of the proposed link. Education Committee, on behalf of Senate, approves an appropriate membership of any site visit team, and determines appropriate criteria and terms of reference for the visit in advance. The site visit is normally concluded prior to approval of the new provision by Senate, which takes into consideration any recommendations arising from the visit in their consideration of any proposal: Senate may instead agree to approve the partnership subject to a satisfactory site visit being conducted.

Details of both the structured template and the scope of a site visit are available on the Education Services intranet, or from the Academic Registrar.

Given the increased likelihood of reputational risk, the approval of partners offering validated external provision is also subject to approval by Council.

## **Academic approval**

The completed template of partner characteristics and the report of the site visit are submitted alongside the set of required documentation received by Education Committee in its consideration of any new course proposal (as set out in the Handbook for Setting up a New Course).

In making a recommendation to Senate, Education Committee confirms the suitability (or otherwise) of the academic partner, separate to its recommendations about the associated academic provision. It may recommend further investigation of the partnership arrangements before taking forward a new course proposal.

Wherever possible, staff are encouraged to confirm the suitability of the partner before the approval of any new course provision, although it is often the case that both are developed in tandem.

## **Contractual protection**

In any partnership arrangement, it is important to articulate clearly the roles and responsibilities of the University, the partner and, if appropriate, the students. With **validated external provision**, the levels of responsibility being delegated to the partner institution are such that a formal legal agreement between the University and the partner is a mandatory requirement. (Appendix A provides further guidance on written agreements.)

Advice on the form and content of any legal agreement will be provided by the Academic Registrar, in consultation with the Contracts Office and external legal input where appropriate. The costs of any external legal advice will be payable by the relevant School(s).

In preparation for the formal legal agreement, the School proposing the partnership will be invited to complete a risk assessment for the validation of the external programme. This document is often drawn from the scoping document outlined in Section 2, and clarifies what involvement (if any) the University will have in the delivery of the course or support for students. It should be received by the relevant Director of Education and Education Committee to supplement the standard documentation for consideration of the academic proposal.

### **Summary – approval of new partnership arrangements**

Initially, the School, in conjunction with the partner, will need to prepare or collate the following documentation prior to consideration of a formal proposal by the University Executive:

- Course concept and business case (as required for all new courses)
- Partner characteristics template
- Risk assessment

Upon full development of the proposal, the School, in conjunction with the partner, will need to prepare or collate the following documentation prior to consideration of a formal proposal by the relevant Director of Education, and subsequently Education Committee and Senate:

- Course concept and business case
  - Course specification
  - Module descriptors
- } (as required for all new courses)
- Partner characteristics template
  - Site visit report
  - Risk assessment
  - [Draft legal agreement]<sup>6</sup>

<sup>6</sup> The nature of some partnerships, or the timing of committee meetings, may in some cases preclude the development of a draft agreement in time for consideration at Education Committee. While this is preferable, the absence of the draft agreement can be compensated by a clear and detailed statement of provision as derived from the scoping document. (Appendix A provides further guidance on written agreements.)

## 5.3 Ongoing monitoring and review of all partnership arrangements

### Partnership and programme set-up

At the point of course approval, Education Committee considers whether there are any significant risks involved in the proposed programme and partnership that may require an early external view of its establishment and operation. Education Committee determines whether the programme or partnership should be the subject of a Focussed Review (as outlined in the Handbook on Senate Reviews) early on in the programme cycle.

Education Committee may otherwise request to receive a verbal or written report from the course team, at its discretion, to assure itself that the proposed arrangements are being carried out as articulated in the course documentation.

The link School should also ensure that there is two-way membership and/or representation on the following bodies:

- **course management committee** (or equivalent): Cranfield University must have formal membership on the local committee responsible for the operation of the course – the person(s) nominated shall be responsible for:
  - providing advice and guidance on University processes and practices and School expectations;
  - supporting the course team in preparing documentation in an appropriate format for the University; and
  - reporting to the University (through Senate via Education Committee) on any emerging issues and developments as they arise.
- **examination board**: the University must have formal membership on any examination boards leading to an award of the University – the person(s) nominated will ensure specifically that the University Laws are adhered to and may not need to have detailed subject knowledge. (The post would be more similar to an External Examiner than another internal examiner.)

### Year One Review

Year One Partnership reviews will be instigated by Education Committee and/or Research Committee (dependent on the nature of the educational provision involved in the partnership) one year after initiation of a new partnership involving academic (award bearing) provision. These reviews should be seen as a supportive framework to assist the Sponsoring School and its new Partner Institution to work collaboratively to ensure that:

- the educational provision and associated student experiences are of a high standard;
- those responsible for delivering the provision are undertaking their respective roles and responsibilities in an appropriate way.

The review process for each Year One Partnership review will vary considerably, with terms of reference being set out at the point at which the review is instigated. Year One Partnership reviews will concentrate on the practicalities of supporting and delivering the partnership.

Full details of the Year One Partnership Review process can be found in the Senate Handbook on Senate Reviews.

### Annual monitoring and review

Partnership arrangements are articulated clearly in the course specifications and are reviewed annually by the course team. Course teams undertake the standard **annual reflective review exercise**, making particular reference to the partnership monitoring arrangements (as described in the course documentation) and their effectiveness.

Course teams provide at the start of each academic cycle an **annual operating statement**, covering key contacts, dates and operational data relating to the delivery of the course. The template for the annual operating statement is approved and reviewed by Education Committee from time to time.

The Director of Education may, at their discretion, implement supplementary monitoring arrangements as they see fit.

### **Periodic monitoring and review**

The Senate Handbook on Senate Reviews outlines the University's structures for the periodic review of its educational provision. Education Committee reviews on a regular cycle of no more than six years all partnerships categorised as **validated external provision**.

#### **Summary – ongoing monitoring and review of partnership arrangements**

Education Committee:

- articulates whether it requires any monitoring of the establishment of the partnership and programme (which may include verbal or written reports, or a Focussed Review scheduled early on in any established programme of reviews);
- otherwise conducts a Focussed Review encompassing the partnership at least once every six years.

The link School ensures that:

- there is appropriate representation on the course management committee and all examination boards;
- annual operating statements are received from the course team at the start of each academic cycle;
- the course team complies generally with University Laws;
- the monitoring arrangements articulated in the course documentation are being managed effectively;
- appropriate supplementary monitoring arrangements are put into effect.

## 6 Joint provision (including joint degrees)

### 6.1 Definition and special features

**Joint provision** is defined as academic provision where:

- i. teaching provision and assessment is shared in an established arrangement between the University and another higher education institution or other partner(s) with an established educational record; and
- ii. the management of the programme may or may not be shared between the University and the other partner(s).

See Section 2 for further details.

**Joint degrees** are, by their nature, the result of **joint provision**, but are specifically where the academic provision is shared between a defined and legal consortium of institutions. The consortium (rather than any individual institution) is responsible for the management of the programme, and it results in a single award authenticated by all partners of the consortium.<sup>7</sup>

For any programme leading to an award of Cranfield University, the University retains full responsibility for assuring the quality of the provision and the standards of the awards. **Joint provision** may delegate responsibility for the delivery of the programme and the assessment of students outside of the University: where this occurs, clear mechanisms and auditing tools are required to ensure that quality and standards remain appropriate. This is particularly acute where the provision leads to a **joint degree**.

### 6.2 Approval of new partnership arrangements

#### Partner suitability

In order to ensure that a partner is appropriate for an extensive collaboration, a number of factors need consideration. Prior to approval of a new partner, Senate (through its Education Committee), the University Executive, and Council (in the case of joint degree proposals) shall require evidence to assure itself of the following characteristics of any potential partner:

- their educational status or reputation;
- their legal and financial status;
- their powers and authority to award degrees;
- their existing links and partnerships with other higher education institutions; and
- their ability to deliver learning and teaching provision (personnel and facilities) both to a standard appropriate for an award from Cranfield University, and within the requirements of UK legislation (i.e. health and safety, environment, equal opportunities, data protection).

For joint degree arrangements, this would apply to both the consortium as a whole, as well as each educational partner.

Evidence for these characteristics is gathered through:

- a structured template of partner characteristics (approved and reviewed by Education Committee from time to time);
- an initial risk assessment (see section 4.3);
- for international partnerships, a due diligence checklist (see section 4.3); and
- a site visit, conducted prior to approval of the partnership.

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<sup>7</sup> Cranfield University received joint degree-awarding powers from the Privy Council in 2013.

The site visit is conducted by staff independent of the proposed link. Education Committee, on behalf of Senate, approves an appropriate membership of any site visit team, and determines appropriate criteria and terms of reference for the visit in advance. The site visit is normally concluded prior to approval of the new provision by Senate, which takes into consideration any recommendations arising from the visit in their consideration of any proposal: Senate may instead agree to approve the partnership subject to a satisfactory site visit being conducted.

Details of both the structured template and the scope of a site visit are available on the Education Services intranet, or from the Academic Registrar.

Given the increased likelihood of reputational risk, the approval of partners offering validated external provision is also subject to approval by Council.

### **Academic approval**

The completed template of partner characteristics and the report of the site visit are submitted alongside the set of required documentation received by Education Committee in its consideration of any new course proposal (as set out in the Handbook for Setting up a New Course).

In making a recommendation to Senate, Education Committee confirms the suitability (or otherwise) of the academic partner, separate to its recommendations about the associated academic provision. It may recommend further investigation of the partnership arrangements before taking forward a new course proposal.

Wherever possible, staff are encouraged to confirm the suitability of the partner before the approval of any new course provision, although it is often the case that both are developed in tandem. For joint degree proposals, it is essential for the partnership to be approved before consideration of the academic provision and associated award(s).

### **Contractual protection**

In any partnership arrangement, it is important to articulate clearly the roles and responsibilities of the University, the partner and, if appropriate, the students. With **joint provision**, the levels of responsibility being delegated to the partner institution are such that a formal legal agreement should be undertaken between the University and the partner (Appendix A provides further guidance on written agreements). “Shared” provision in this way necessitates a very robust approach to this articulation.

Advice on the form and content of any legal agreement will be provided by the Academic Registrar, in consultation with the Contracts Office and external legal input where appropriate. The costs of any external legal advice will be payable by the relevant School(s).

In preparation for the formal legal agreement, the School proposing the partnership will be invited to complete a risk assessment for the validation of the external programme. This document is often drawn from the scoping document outlined in Section 2, and clarifies what involvement (if any) the University will have in the delivery of the course or support for students. It should be received by the relevant Director of Education and Education Committee to supplement the standard documentation for consideration of the academic proposal.

Where a joint degree partnership is being proposed, this will require the formation of a formal management board. The extent of such an enterprise, and the long-term commitment required, will also require the production of a full and detailed business and financial plan.

## **Summary – approval of new partnership arrangements**

Initially, the School, in conjunction with the partner, will need to prepare or collate the following documentation prior to consideration of a formal proposal by the University Executive:

- Course concept and business case (as required for all new courses)
- Partner characteristics template
- Risk assessment
- Outline of the structure of a proposed management board (where a joint degree is being proposed)
- Full and detailed business and financial plan (where a joint degree is being proposed)

Upon full development of the proposal, the School, in conjunction with the partner, will need to prepare or collate the following documentation prior to consideration of a formal proposal by the relevant Director of Education, and subsequently Education Committee and Senate:

- Course concept and business case
- Course specification (as required for all new courses)
- Module descriptors
- Partner characteristics template
- Site visit report
- Risk assessment
- Confirmed structure of the proposed management board (where a joint degree is being proposed)
- [Draft legal agreement]<sup>8</sup>

For joint degree proposals, equivalent documentation may be submitted providing a mapping to University documentation is also provided.

## **6.3 Ongoing monitoring and review of all partnership arrangements**

### **Partnership and programme set-up**

At the point of course approval, Education Committee considers whether there are any significant risks involved in the proposed programme and partnership that may require an early external view of its establishment and operation. Education Committee determines whether the programme or partnership should be the subject of a Focussed Review (as outlined in the Handbook on Senate Reviews) early on in the programme cycle.

Education Committee may otherwise request to receive a verbal or written report from the course team, at its discretion, to assure itself that the proposed arrangements are being carried out as articulated in the course documentation. Education Committee may also request sight of draft or completed student handbooks to review how the proposed arrangements are to be articulated to students.

The link School should also ensure that there is joint membership and/or representation on the following bodies:

For joint provision leading to either a single degree award (of Cranfield University) or dual degree award:

- **School committees:** the partner may have *ex-officio* membership of any relevant School committee of Cranfield University, at the discretion of the relevant Head of School – the person(s) nominated shall be responsible for:

<sup>8</sup> The nature of some partnerships, or the timing of committee meetings, may in some cases preclude the development of a draft agreement in time for consideration at Education Committee. While this is preferable, the absence of the draft agreement can be compensated by a clear and detailed statement of provision as derived from the scoping document. (Appendix A provides further guidance on written agreements.)

- informing staff at the academic partner of general School activities of relevance; and
- ensuring that the needs of the partner are taken into account in general School policy development.

The course team should consider the appropriateness of membership of one or more University representative(s) on corresponding equivalent bodies of any partner, and outline to the Director of Education its decision and the rationale behind it.

- **course management committee** (or equivalent): Cranfield University must have formal membership on the committee charged with principle responsibility for the operation of the course. This membership should be proportionate to the involvement of the University and take into account whether the programme leads to a single degree award or to a dual degree award. The person(s) nominated shall be responsible for:
  - providing advice and guidance on University processes and practices and School expectations;
  - negotiating any concerns over conflicting regulations between partners and their academic awards, if relevant;
  - supporting the course team in preparing documentation in an appropriate format for the University; and
  - reporting to the University (through Senate, via Education Committee) on any emerging issues and developments as they arise.
- **examination board**: the University must have formal membership on any examination boards leading to an award of the University. All awards (and examination requirements) must be subject to the University Laws in full.

#### For joint provision leading to a joint degree award

- **Consortium management board** (or equivalent): Cranfield University must have formal membership on the committee charged with principle responsibility for the strategic management of the partnership. This membership should be proportionate to the involvement of the University. In addition to adhering to the terms of reference of the management board, the person(s) nominated shall be responsible for:
  - Ensuring that the management board reports on at least an annual basis to Education Committee;
  - Proactively raising any points of concern over the management or development of the partnership to the relevant Head of School and/or Director of Education.
- **course management committee** (or equivalent): Cranfield University must have formal membership on the committee charged with principle responsibility for the operation of the course. This membership should be proportionate to the involvement of the University. The person(s) nominated shall be responsible for:
  - providing advice and guidance on University processes and practices and School expectations;
  - negotiating any concerns over conflicting regulations between partners and/or the consortium agreement; and
  - communicating with Education Services the terms and conditions that apply to the formal award of the joint degree, and any operational requirements placed upon the University by the consortium.
- **examination board**: the University must have formal membership on any examination boards leading to the joint award. All awards (and examination requirements) must be subject to the University Laws in full or the conditions of the consortium agreement, where it has been agreed in writing and in advance that this takes precedence.

#### Year One Review

Year One Partnership reviews will be instigated by Education Committee and/or Research Committee (dependent on the nature of the educational provision involved in the partnership) one

year after initiation of a new partnership involving academic (award bearing) provision. These reviews should be seen as a supportive framework to assist the Sponsoring School and its new Partner Institution to work collaboratively to ensure that:

- the educational provision and associated student experiences are of a high standard;
- those responsible for delivering the provision are undertaking their respective roles and responsibilities in an appropriate way.

The review process for each Year One Partnership review will vary considerably, with terms of reference being set out at the point at which the review is instigated. Year One Partnership reviews will concentrate on the practicalities of supporting and delivering the partnership.

Full details of the Year One Partnership Review process can be found in the Senate Handbook on Senate Reviews.

### **Annual monitoring and review**

Partnership arrangements are articulated clearly in the course specification and are reviewed annually by the course team. Course teams undertake the standard **annual reflective review exercise**, making particular reference to the partnership monitoring arrangements (as described in the course documentation) and their effectiveness.

Course teams provide at the start of each academic cycle an **annual operating statement**, covering key contacts, dates and operational data relating to the delivery of the course. The template for the annual operating statement is approved and reviewed by Education Committee from time to time.

The Director of Education may, at their discretion, implement supplementary monitoring arrangements as they see fit. This should, as a minimum, include an annual site visit, managed by and reporting to the Director of Education, to ensure that the partner is adhering to agreed expectations of delivery and standards.

For joint degrees, an annual report to Education Committee from the consortium management board, covering the arrangements and effectiveness of the partnership is mandatory.

### **Periodic monitoring and review**

The Senate Handbook on Senate Reviews outlines the University's structures for the periodic review of its educational provision. Education Committee reviews on a regular cycle of no more than six years all partnerships categorised as **joint provision**.

## **Summary – monitoring and review of partnership arrangements**

Education Committee:

- articulates whether it requires any monitoring of the establishment of the partnership and programme (which may include verbal or written reports, or a Focussed Review scheduled early on in any established programme of reviews);
- otherwise conducts a Focussed Review encompassing the partnership at least once every six years.

The link School ensures that:

- there is appropriate directional or reciprocal representation for all partners on course management committees, School committees and all examination boards (or their equivalents);
- annual operating statements are received from the course team at the start of each academic cycle;
- an annual site visit takes place to review the partner's adherence to agreed expectations of delivery and standards;
- other appropriate supplementary monitoring arrangements are put into effect;
- the course team complies generally with University Laws.

For joint degrees, the terms of ongoing monitoring are agreed by the consortium and articulated in the formal legal agreement. This includes, as a minimum, mandatory membership of boards and committees at all levels, and an annual report to Education Committee on the management and effectiveness of the arrangements.

## 7 Partial award recognition

### 7.1 Definition and special features

**Partial award recognition** is defined as academic provision where:

- i. defined parts of the teaching provision and assessment (including but not limited to individual modules) are delivered by another higher education institution or other partner; and
- ii. student achievement on these parts of the programmes is “recognised” for credit by the University.

Typically, such activity takes place off University premises, and therefore teaching resources are provided solely by the partner.

See Section 2 for further details.

For any programme leading to the award of Cranfield University, the University retains full responsibility for assuring the quality of the provision and the standards of the awards. **Partial award recognition** delegates responsibility for the delivery of discrete and defined parts of the programme along with the assessment of students outside of the University for a defined proportion of the marks: where this occurs, clear mechanisms and auditing tools are required to ensure that quality and standards remain appropriate and comparable to other parts of the programme.

### 7.2 Approval of new partnership arrangements

#### Partner suitability

In order to ensure that a partner is able to offer provision comparable in quality and standards to that of Cranfield University, a number of factors need consideration. Prior to approval of a new partner, Senate (through its Education Committee) and the University Executive shall require evidence to assure itself of the following characteristics of any potential partner:

- their educational status or reputation;
- their legal and financial status;
- their powers and authority to award degrees;
- their existing links and partnerships with other higher education institutions; and
- their ability to deliver learning and teaching provision (personnel and facilities) both to a standard appropriate for an award from Cranfield University, and within the requirements of UK legislation (i.e. health and safety, environment, equal opportunities, data protection).

Evidence for these characteristics is gathered through a structured template of partner characteristics (approved and reviewed by Education Committee from time to time), an initial risk assessment (see section 4.3) and, for international partnerships, a due diligence checklist (see section 4.3). This information may be supplemented through a site visit to be conducted prior to approval of the partnership.

The requirement for a site visit depends on the proportion and nature of the provision being contracted out to the partner, the size of the student cohort, and the prior contact with the partner. A site visit is required if:

- the provision is a taught programme of study and more than 50% of the taught part of the programme (as a proportion of the learning credits) is delivered by the partner; **and**
- more than 20 students are to be registered annually.

Education Committee may additionally require a site visit if no visit has ever been made by any permanent member of academic staff of the University associated with the proposal, or concerns are raised in the collation of the information in the template of partner characteristics.

Where a site visit is deemed appropriate, Education Committee, on behalf of Senate, identifies an appropriate site visit team, and determines appropriate criteria and terms of reference for their visit in advance. The site visit is normally concluded prior to approval of the new provision by Senate, which takes into consideration any recommendations arising from the visit in their consideration of any proposal: Senate may instead agree to approve the partnership subject to a satisfactory site visit being conducted.

Details of both the structured template and the scope of a site visit are available on the Education Services intranet, or from the Academic Registrar.

### **Academic approval**

The completed template of partner characteristics and the report of the site visit (if one was undertaken) are submitted alongside the set of required documentation received by Education Committee in its consideration of any new course proposal (as set out in the Handbook for Setting up a New Course).

In making a recommendation to Senate, Education Committee confirms the suitability (or otherwise) of the academic partner, separate to its recommendations about the associated academic provision. It may recommend further investigation of the partnership arrangements before taking forward a new course proposal.

It is common for **partial award recognition** for the approval of the partnership and the approval of a new course proposal to be developed and approved in tandem.

### **Contractual protection**

In any partnership arrangement, it is important to articulate clearly the roles and responsibilities of the University, the partner and, if appropriate, the students. With **partial award recognition**, it is imperative that the respective responsibilities of assuring the delivery of teaching, student support and assessment are articulated, including where students may raise issues of redress in any of these areas.

**Partial award recognition** may not necessarily require a formal legal agreement. Depending on the extent of the recognition, a Memorandum of Understanding between the partners may be sufficient. Advice will be provided by the Academic Registrar, in consultation with the Contracts Office and external legal input where appropriate. The costs of any external legal advice will be payable by the relevant School(s).

Irrespective of whether a formal legal agreement is produced, the course team proposing the partnership will be invited to complete a risk assessment for the delivery of the programme. This document will be used to help draft a clear “statement of provision”, which will clarify the roles and responsibilities of all partners. This document is often drawn from the scoping document outlined in Section 2, and clarifies what involvement (if any) the University will have in the delivery of the course or support for students. The statement of provision is received by the relevant Director of Education and Education Committee to supplement the standard documentation for consideration of the academic proposal.

### **Summary – approval of new partnership arrangements**

Initially, the School, in conjunction with the partner, will need to prepare or collate the following documentation prior to consideration of a formal proposal by the University Executive:

- Course concept and business case (as required for all new courses)
- Partner characteristics template

Upon full development of the proposal, the School, in conjunction with the partner, will need to prepare or collate the following documentation prior to consideration of a formal proposal by the relevant Director of Education, and subsequently Education Committee and Senate:

- Course concept and business case
  - Course specification
  - Module descriptors
- } (as required for all new courses)
- Partner characteristics template
  - Site visit report (if a site visit was required)
  - Risk assessment / Statement of provision
  - [Draft legal agreement]<sup>9</sup>

## **7.3 Ongoing monitoring and review of all partnership arrangements**

### **Partnership and programme set-up**

At the point of course approval, Education Committee considers whether there are any significant risks involved in the proposed arrangements that may require an early external view of its establishment and operation. Education Committee determines whether the programme or partnership should be the subject of any immediate or future Focussed Reviews (as outlined in the Senate Handbook on Senate Reviews).

Education Committee may otherwise request to receive a verbal or written report from the course team, at its discretion, to assure itself that the proposed arrangements are being carried out as articulated in the course documentation. Education Committee may also request sight of draft or completed student handbooks to review how the proposed arrangements are to be articulated to students.

The link School should consider whether the partner(s) should have representation on the course management committee (or equivalent) and/or examination board, but there is no requirement for this to be the case.

### **Year One Review**

Year One Partnership reviews will be instigated by Education Committee and/or Research Committee (dependent on the nature of the educational provision involved in the partnership) one year after initiation of a new partnership involving academic (award bearing) provision. These reviews should be seen as a supportive framework to assist the Sponsoring School and its new Partner Institution to work collaboratively to ensure that:

- the educational provision and associated student experiences are of a high standard;
- those responsible for delivering the provision are undertaking their respective roles and responsibilities in an appropriate way.

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<sup>9</sup> The nature of some partnerships, or the timing of committee meetings, may in some cases preclude the development of a draft agreement in time for consideration at Education Committee. While this is preferable, the absence of the draft agreement can be compensated by a clear and detailed statement of provision as derived from the scoping document. (Appendix A provides further guidance on written agreements.)

The review process for each Year One Partnership review will vary considerably, with terms of reference being set out at the point at which the review is instigated. Year One Partnership reviews will concentrate on the practicalities of supporting and delivering the partnership.

Full details of the Year One Partnership Review process can be found in the Senate Handbook on Senate Reviews.

### **Annual monitoring and review**

Partnership arrangements are articulated clearly in the course specifications, and are reviewed annually by the course team. Course teams undertake the standard **annual reflective review exercise**, making particular reference to the partnership monitoring arrangements (as described in the course documentation) and their effectiveness. The report should cover specifically the effectiveness of any arrangements to import marks into the Cranfield award, and how the examiners have assured themselves of their comparability to marks awarded by Cranfield examiners.

Course teams provide at the start of each academic cycle an **annual operating statement**, covering key contacts, dates and operational data relating to the delivery of the course. The template for the annual operating statement is approved and reviewed by Education Committee from time to time.

The Director of Education may, at their discretion, implement supplementary monitoring arrangements as they see fit.

### **Periodic monitoring and review**

There is no Senate requirement for a periodic review of this category of partnership involving academic provision. The Director of Education may, at their discretion, implement supplementary monitoring arrangements as they see fit. These should aim to provide assurance that the arrangements are working as expected, and that all partners are satisfied with the levels of contact and mutual oversight of them.

### **Summary – monitoring and review of partnership arrangements**

Education Committee will:

- articulate whether it requires any monitoring of the establishment of the partnership and programme (which may include verbal or written reports, or a Focussed Review scheduled early on in any established programme of reviews).

The link School ensures that:

- there is appropriate representation for all partners on course management committees and examination boards (or their equivalents);
- annual operating statements are received from the course team at the start of each academic cycle;
- other appropriate supplementary monitoring arrangements are put into effect;
- the course team complies generally with University Laws.

## 8 Partner support

### 8.1 Definition and special features

**Partner support** is defined as academic provision where:

- i. a significant proportion of the teaching provision and assessment is provided by persons who are not members of the University; and/or
- ii. teaching resources or learning support that is integral to the course of study is provided by or contracted out to a partner organisation.

See Section 2 for further details.

For any programme leading to the award of Cranfield University, the University retains full responsibility for assuring the quality of the provision and the standards of the awards. **Partner support** does not delegate responsibility for the delivery of the programme or the assessment of students outside of the University, but will likely take some aspects or provision of support outside the direct control of the University. Sufficient checks are required prior to and during delivery to ensure that the quality and standards remain appropriate, consistent and comparable to other parts of the programme.

A distinction is drawn between a partnership arrangement that applies to a cohort of student (i.e. to the programme as a whole) and to partnership arrangements that are negotiated on an individual student basis. The most common example of the latter category would include industrial project placements, and arrangements for these are managed in a different way to other forms of **partner support** (see Section 8.4).

### 8.2 Approval of new partnership arrangements

#### **Partner suitability**

In order to ensure that a partner is able to offer provision comparable in quality and standards to that of Cranfield University, a number of factors need consideration. Prior to approval of a new partner, Senate (through its Education Committee) and the University Executive shall require evidence to assure itself of the following characteristics of any potential partner:

- their educational status or reputation;
- their legal and financial status;
- their powers and authority to award degrees;
- their existing links and partnerships with other higher education institutions; and
- their ability to deliver learning and teaching provision (personnel and facilities) both to a standard appropriate for an award from Cranfield University, and within the requirements of UK legislation (i.e. health and safety, environment, equal opportunities, data protection).

Evidence for these characteristics will be gathered through a structured template of partner characteristics (approved and reviewed by Education Committee from time to time), an initial risk assessment (see section 4.3) and, for international partnerships, a due diligence checklist (see section 4.3). This information may be supplemented through a site visit to be conducted prior to approval of the partnership.

The requirement for a site visit depends on the size of the student cohort, and the prior contact with the partner. A site visit is required if:

- more than 20 students are to be registered annually; **and/or**

- no visit has ever been made by any permanent member of academic staff of the University associated with the proposal.

Education Committee may additionally require a site visit if concerns are raised in the collation of the information in the template of partner characteristics.

Where a site visit is deemed appropriate, Education Committee, on behalf of Senate, identifies an appropriate site visit team, and determines appropriate criteria and terms of reference for their visit in advance. The site visit is normally concluded prior to approval of the new provision by Senate, which shall take into consideration any recommendations arising from the visit in their consideration of any proposal: Senate may instead agree to approve the partnership subject to a satisfactory site visit being conducted.

Details of both the structured template and the scope of a site visit are available on the Education Services intranet, or from the Academic Registrar.

### **Academic approval**

The completed template of characteristics of the partner and the report of the site visit (if one was undertaken) are submitted alongside the set of required documentation received by Senate, via Education Committee in its consideration of any new course proposal (as set out in the Handbook for Setting up a New Course).

Where students are spending only a limited time outside the University – but remain under the direct and regular supervision of staff of the University – there is no need for formal approval of the arrangements by Education Committee or Senate.

Where students spend significant time (>50%) away from the University, Education Committee are informed of the arrangement, and will assess whether the agreement requires any formal monitoring or review processes at a University level either immediately or in the future.

### **Contractual protection**

In any partnership arrangement, it is important to articulate clearly the roles and responsibilities of the University, the partner and, if appropriate, the students. With **partner support**, it is prudent to ensure that the respective responsibilities of assuring the delivery of teaching, student support and assessment are articulated, including where students may raise issues of redress in any of these areas.

Depending on the extent and complexity of the support, this type of partnership may require a formal legal agreement, a “contract of services”, an agreed statement of provision or a general Memorandum of Understanding. Advice will be provided by the Academic Registrar, in consultation with the Contracts Office and external legal input where appropriate. The costs of any external legal advice will be payable by the relevant School(s).

Irrespective of whether a formal legal agreement is produced, the course team proposing the partnership should as good practice complete a risk assessment for the delivery of the partner support. This document could help to draft a clear “statement of provision”, which would clarify the roles and responsibilities of all partners. This document is often drawn from the scoping document outlined in Section 2, and clarifies what involvement (if any) the University will have in the delivery of the course or support for students. The statement of provision is received by the relevant Director of Education to supplement the standard documentation for consideration of the academic proposal.

### **Summary – approval of new partnership arrangements**

Initially, the School, in conjunction with the partner, will need to prepare or collate the following documentation prior to consideration of a formal proposal by the University Executive:

- Course concept and business case (as required for all new courses)

Upon full development of the proposal, the School, in conjunction with the partner, will need to prepare or collate the following documentation prior to consideration of a formal proposal by the relevant Director of Education, and subsequently Education Committee and Senate:

- Course concept and business case
  - Course specification
  - Module specifications
- } (as required for all new courses)
- Partner characteristics template
  - Site visit report (if a site visit was required)
  - Risk assessment / Statement of provision
  - [Draft legal agreement or Memorandum of Understanding]<sup>10</sup>

Education Committee will only need to view the partnership documentation listed above if the extent of the partner support is >50% of the total provision in order to make recommendations to Senate about taking forward any proposal.

## **8.3 Ongoing monitoring and review of all partnership arrangements**

### **Partnership and programme set-up**

Where Education Committee is informed about a **partner support** arrangement, it considers whether sufficient checks have been carried out to assure future provision. Education Committee determines whether the programme or partnership should be the subject of any immediate or future Focussed Reviews (as outlined in the Senate Handbook on Senate Reviews), or may otherwise request to receive a verbal or written report from the course team, at its discretion, to assure itself that the proposed arrangements are being carried out as articulated in the course documentation. Education Committee may also request sight of draft or completed student handbooks to review how the proposed arrangements are to be articulated to students.

The link School should consider whether the partner(s) should have representation on the course management committee (or equivalent) and/or examination board, but there is no requirement for this to be the case.

### **Year One Review**

Year One Partnership reviews will be instigated by Education Committee and/or Research Committee (dependent on the nature of the educational provision involved in the partnership) one year after initiation of a new partnership involving academic (award bearing) provision. These reviews should be seen as a supportive framework to assist the Sponsoring School and its new Partner Institution to work collaboratively to ensure that:

- the educational provision and associated student experiences are of a high standard;

<sup>10</sup> The nature of some partnerships, or the timing of committee meetings, may in some cases preclude the development of a draft agreement in time for consideration at Education Committee. While this is preferable, the absence of the draft agreement can be compensated by a clear and detailed statement of provision as derived from the scoping document. (Appendix A provides further guidance on written agreements.)

- those responsible for delivering the provision are undertaking their respective roles and responsibilities in an appropriate way.

The review process for each Year One Partnership review will vary considerably, with terms of reference being set out at the point at which the review is instigated. Year One Partnership reviews will concentrate on the practicalities of supporting and delivering the partnership.

Full details of the Year One Partnership Review process can be found in the Senate Handbook on Senate Reviews.

### **Annual monitoring and review**

Partnership arrangements are articulated clearly in the course specifications, and are reviewed annually by the course team. Course teams undertake the standard **annual reflective review exercise**, making particular reference to the partnership monitoring arrangements (as described in the course documentation) and their effectiveness. The report should cover specifically the effectiveness of any arrangements to import marks into the Cranfield award, and how the examiners have assured themselves of their comparability to marks awarded by Cranfield examiners. The Director of Education may, at their discretion, implement supplementary monitoring arrangements as they see fit.

### **Periodic monitoring and review**

There is no Senate requirement for a periodic review of this category of partnership involving academic provision. The Director of Education may, at their discretion, implement supplementary monitoring arrangements as they see fit. These should aim to provide assurance that the arrangements are working as expected, and that all partners are satisfied with the levels of contact and mutual oversight of them.

### **Summary – monitoring and review of partnership arrangements**

Education Committee:

- articulates whether it requires any monitoring of the establishment of the partnership and programme (which may include verbal or written reports, or a Focused Review scheduled early on in any established programme of reviews).

The link School ensure that:

- there is appropriate representation for all partners on course management committees and examination boards (or their equivalents);
- other appropriate supplementary monitoring arrangements are put into effect;
- the course team complies generally with University Laws.

## **8.4 Arrangements for industrial project placements**

Senate recognises that the structures outlined above and the formalisation of these arrangements may well exceed the actual risks involved at the level of arrangements for individual students and any off-site project support or placement.

Nevertheless, Senate expects that course teams or research supervisors should undertake an appropriate risk assessment of off-site activities and the following points should be considered at the very least good practice to be adopted in all arrangements:

- a) **student information:** appropriate information about arrangements should be clearly articulated in student handbooks (or similar mechanisms), which should include the general expectations that the University has of students when they are on placements and representing the University;
- b) **placement supervision:** each placement should be supported by a named member of permanent staff of the University, who may or may not be the student's project supervisor;
- c) **shared understanding with placement provider:** a written statement, written and/or agreed with the placement provider (or partner) should be produced, articulating appropriate roles and responsibilities and avenues of redress for perceived or actual deficiencies in provision;
- d) **risk management:** project supervisors should undertake a risk assessment of the project placement before it commences and review it at least once during the placement. It may in some circumstances be appropriate to delegate this activity to the student, although the risk assessment remains the responsibility of the supervisor;
- e) **supplementary contractual requirements:** where there are research deliverables associated with the placement, Schools may wish to consider a formal tripartite contract between the University, the placement provider and the student.

## 9 Cranfield provision

### 9.1 Definition

This section provides examples of where Cranfield provision involves some elements of externality, but does not formally represent partnerships in academic provision. Examples include:

- use of third party premises (for classroom-based activities);
- use of external speakers;
- use of Recognised Teachers;
- preferential admissions (including the European Partnership Programme).

### 9.2 Use of third party premises

Course teams are permitted to deliver elements of their teaching outside of University premises: where this is limited to securing external facilities (e.g. conference centre), there should be no particular impact on the quality of the academic provision. Course teams should make provision, however, to ensure that students are supported appropriately where this distance learning takes place (e.g. access to general student advice and queries about the course, access to University learning resources including IT and library provision).

Cranfield University retains full responsibility for the delivery of teaching and assessment, and providing appropriate learning support. In considering the use of third party premises, the Director of Education should consider in particular the arrangements made by the course team for:

- managing the timeliness of any remote support for students (including taking account of international time zones);
- addressing any individual learning support needs (especially disability-related needs);
- ensuring the robustness of communications with students and the third party provider(s);
- providing access to general and course-specific student information;

As part of any risk assessment for the delivery of the course by members of Cranfield University, the following points should also be documented by the course team:

- the geographical environment of the third party provider(s), including any political, social or environment factors;
- how any risks to the health and/or safety of University staff and students will be managed;
- for international locations, evidence that University staff can work legally in that country under the proposed arrangements.

Arrangements for students who study predominantly off-campus should be articulated clearly in the appropriate course specification (notably in the sections outlining how the course is taught and assessed). In particular, the security arrangements for assessment (either off-site examinations or remotely-submitted work should be described fully).

If the provision also includes the use of local learning resources, which are considered integral to the course delivery (e.g. IT, library, laboratories), or uses staff employed by the third party provider, the provision should be considered as **partner support** (see Section 3).

Otherwise, it is considered good practice:

- to define and articulate the responsibilities of the third party through a service providers agreement;
- to check that the third party provides appropriate insurance and liability cover;
- to be aware of local legislation and customs;

- to document any risk assessment you may have undertaken in selecting the third party, including the checks you have undertaken to ensure that it complies with UK expectations of health, safety and disability provision.

### 9.3 Use of external speakers

Course teams are free to include external speakers and lecturers in the delivery of the course, but should ensure that no over-reliance is placed on the use of external speakers: course teams should ensure that the course delivery remains under the direct control of the University and its employees.

It is also considered good practice:

- to ensure that external speakers are provided with appropriate course information for the course as a whole (e.g. student handbook) and for the specific content that is being delivered (this may include individual intended learning outcomes for each lecture);
- to ensure that the full role of the external speaker is articulated in advance (e.g. do they simply provide a lecture? Do they contribute to the setting of questions for assessment? Do they help to review work submitted for assessment?);
- for external speakers to be informed in advance of key academic and administrative contacts, in order to clarify expectations of delivery and make appropriate arrangements;
- for external speakers to be included in the student feedback/satisfaction mechanisms associated with the course.

### 9.4 Use of Recognised Teachers

The Term “Recognised Teachers” is formally incorporated in the University Laws (Regulation 34). Recognised Teacher status is awarded to people who are not permanent members of academic staff, but will undertake significant or substantial teaching and examining duties (such as the supervision of research students or appointment as an internal examiner).

Where a number of Recognised Teachers are appointed from within the same external organisation, it is likely that this provision should be considered as **partial award recognition** (see Section 7 for further information). A key indicator would be whether the persons contributing to the course are doing so because of their individual expertise, or whether their association or employment with the partner is a key criterion.

In its consideration of the overall delivery of a course, the course team should ensure that no over-reliance is placed on the use of Recognised Teachers: course teams should ensure that the course delivery remains under the direct control of the University and its employees.

It is not necessary to award Recognised Teacher status merely on the basis that an individual may give lectures or engage in the teaching of MSc students, unless they undertake examining duties, but activity at this level should not preclude the awarding of Recognised Teacher status.

In other words:

- are they going to be appointed as an internal examiner?
- are they going to become part of the Board of Examiners?
- are they likely to contribute significantly to the delivery of the course?

There is no regulatory need for all persons involved in the setting of questions, marking or project assessment to be appointed as examiners, although this has been the custom in the past in a number of areas at Cranfield.

Proposals for new appointments as a Recognised Teacher are made in writing to Education Services and should include:

- a Curriculum Vitae (including publications where appropriate);
- a case from the Sponsor, which should include the proposed contribution both to the School and the University;

A detailed supporting case must be made to the Education Services for renewal of an appointment as Recognised Teacher every three years where the sponsor proposes to renew the appointment.

Details of the criteria for the successful approval of becoming a Recognised Teacher are outlined in the Senate Handbook on Positions of Responsibility in Learning and Teaching.

## 9.5 Preferential admissions

This includes the European Partnership Programme (EPP).

Cranfield University has agreements with a number of top quality European higher education institutions. Within these agreements, students from partner institutions have the opportunity to take a Master of Science (MSc) at Cranfield University as an alternative to the final year of their home university programme. These arrangements would result normally in the award of two degrees (i.e. double degrees).

There are also rare examples of other institutions with preferential admissions arrangements outside of the EPP scheme. These usually form part of a wider agreement which would fit into one of the four categories of partnerships involving academic provision.

With any preferential admissions scheme agreement, the University retains full rights to the acceptance or otherwise of all applications for study. Partner institutions may take on a variety of mechanisms in order to pre-select or nominate students to the University, but do not have authority to make formal offers of study to individual students. Some schemes may include contractual agreements between the University and the partner institution around the number of students accepted by the University periodically, but these should not delegate formal acceptance of students.

In order to ensure that a partner will provide an appropriate calibre of applicant, and prior to approval of a new partner, the Pro-Vice-Chancellor (on behalf of Senate) shall require evidence to be assured of the following characteristics of any potential partner:

- their educational status or reputation;
- their legal and financial status;
- their powers and authority to award degrees;
- their existing links and partnerships with other higher education institutions; and
- their ability to supply applicants of an appropriate quality (as measured by the content and level of courses in comparison to the standard University entry requirements).

Evidence for these characteristics will be gathered through a structured template (approved and reviewed by Education Committee from time to time). Education Services retains a list of approved partners: the addition or removal of partners from this list is undertaken on authorisation from the Pro-Vice-Chancellor (Education).

## 9.6 Monitoring and Review

Although partner support does not formally represent an academic provision partnership, it may be subject to regular review, as deemed appropriate by Education Committee. This may include Annual Reflect Reviews, Year One Partnership Reviews and/or Focussed Reviews.

# Appendix A: Written agreements

## A.1 National expectations and Cranfield requirements

There is a national expectation that higher education managed with others should be governed by formal written agreements, which clarify the responsibilities of all agencies involved and outline what each partner can expect of the others in all aspects of the learning provision and the wider student experience. All such agreements are signed by an authorised representative of any partner.

**In all partnerships involving academic provision, some form of written articulation of the roles and responsibilities of all partners is required.** Whatever form this takes, it should be signed<sup>11</sup> prior to any formal activity relating to students commencing.

Senate requires formal legal agreements, which are signed by a senior executive officer of the University, to be in place for all partnerships involving academic provision under the following categories:

- Validated external provision
- Joint provision

In such cases, it is highly likely that external legal advice will be required to draft an appropriate agreement, and there is a general expectation that the form of the agreement (contract or memorandum of understanding) should be proportionate to the scale and nature of the provision, and be such that all standards and quality of the provision of the University and its reputation and property (including intellectual property) are protected.

For the other categories, i.e.:

- Partial award recognition
- Partner support
- Cranfield provision

The nature of the written agreement (contract, memorandum of understanding, written statement of responsibilities, etc.) will depend again on the scale and nature of the contract, taking into account partnerships involving private providers and/or overseas providers are more likely to require formal legal protection.

## A.2 Elements of a written agreement

The following is not an exhaustive list, but outlines a number of factors that will normally be incorporated into a formal legal agreement:

- a) A clear structure to the agreement, possibly separating out the partnership arrangements from arrangements for the delivery of individual courses or modules (annexes or schedules are frequently used);
- b) Definitions of roles and responsibilities;
- c) An outline of when and how responsibilities and/or services can be delegated or shared;
- d) A clear articulation that Cranfield regulations and quality assurance processes apply to any award made solely by Cranfield University;

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<sup>11</sup> For some partnerships where the involvement of the partners is small and low-risk (e.g. student placements (a sub-category of "partner support"), a statement of responsibilities may not require formal signature providing there is evidence (e.g. through email exchanges) that all partners understand their respective roles and responsibilities.

- e) Financial arrangements (often a schedule to the main agreement and subject to more regular review or revision);
- f) Insurance and indemnity;
- g) Arrangements for student complaints and appeals, with a clear articulation of jurisdiction;
- h) Arrangements for the ownership of copyright and intellectual property rights (of both course materials and student work);
- i) Arrangements for ensuring compliance with UK statutory requirements (e.g. equality, data protection, freedom of information, immigration, environment law, and health and safety);
- j) Mechanisms of data exchange (including financial, personal data of students, student achievement and results) and clear data ownership;
- k) Conditions under which sub-contracting are either permitted or excluded (noting that the degree-awarding body is ultimately responsible for the arrangements), and how this is enacted;
- l) Conditions over the use of the Cranfield name and logo, and arrangements for the approval of marketing and other public materials;
- m) Requirements for the notification of change of senior management, ownership or status of any of the partners;
- n) Clear mechanisms for terminating and/or renewing the partnership (including the explicit provision of financial consequences and exit strategies, and a firm commitment to manage the continuing studies of any student registered at the point of termination of the partnership);
- o) Indications of the length of duration of the partnership or a clear indication of a “rolling” approval of continuation (see n above);
- p) Specification of the law applicable to the agreement and the legal jurisdiction under which any disputes may be resolved;
- q) Procedures for amending the terms of the agreement and/or notifying changes affecting the partnership.

## Appendix B: Initial risk assessment for proposed partnerships

All proposed new partnerships should undergo this initial risk assessment and be rated High, Medium or Low risk using the parameters below.

Risk		Risk Level (1-3)	RISK INDICATORS		
			Level 1	Level 2	Level 3
1	Proposed partner's location		UK	Europe	Rest of the world
2	Proposed partner's position in the market		Established provision at level of the proposed partnership	Established provision at a different level to the proposed partnership	New entry to HE market
3	Proposed partner's national education setting		UK based HE system	European or North American HE system	Rest of the world HE system
4	Export control regulations in the proposed partner's country		No relevant export control regulations	Export control regulations relevant to the proposed partnership exist, but are not prohibitive	Export control regulations relevant to the proposed partnership exist, and are potentially prohibitive to the partnership
5	Proposed partner's legal status		Public HEI	Private HEI	Private or public non-HE provider
6	Proposed partner's financial situation		Strong financial position	Acceptable financial position	Poor financial position
7	Proposed partner's quality/reputational standing		Solid national or international recognition from professional bodies and good national or international reputation	Limited national or international recognition from professional bodies and/or limited national or international reputation	No national or international recognition and/or poor national or international reputation
8	Proposed partner's Learning and Teaching strategy		Clearly defined and well implemented	Defined but not implemented	Not defined
9	Proposed partner's quality assurance processes		Clearly defined and robust	Adequate	Inadequate
10	Proposed partner's role in partnership		Use of facilities only (flying faculty)	Provision of support for students	Teaching, supervision, and assessment of students
11	Proposed partner's experience of academic partnerships		Existing similar partnerships with other institutions in place	Other partnerships in place but at a different academic level/smaller in scope or previous experience of similar partnerships	No current or previous experience

12	Proposed partner's expertise and experience in partnership subject area		Existing programmes and in-depth subject knowledge	Programmes in similar subject areas or the same area but at a different level	No experience in the proposed subject area
13	Proposed partner's physical resources (space, equipment etc.)		Large and well resourced	Small but well resourced	Limited space and resources
14	Proposed partner's staffing levels in subject area		Stable and depth of expertise	Moderate turnover and/or shallow depth of expertise	Unstable and/or limited depth of expertise
15	Proposed award level		Postgraduate Research	Postgraduate Taught	Undergraduate
16	Projected student numbers for the proposed partnership		Achievable and sustainable	Overestimated but possible	Unrealistic and/or unsustainable
17	Proposed partner's student's English Language proficiency		English as first language	UK based - English as second language	Overseas - English as second language
18	CU Centre/School experience of academic partnerships		Prior experience relevant to the proposed partnership	Some experience but less relevant to the proposed partnership	No relevant experience
19	The proposed programme's current status		Established and delivered in partnership previously	Established and running at CU only	A New programme
<b>TOTAL RISK VALUE</b>					
<b>NUMBER OF LEVEL 3 RISKS</b>					
<b>RISK RAG RATING</b>					

Total Risk Level Value	Number of Level 3 risks	Overall Risk Level
18 – 29	No more than 4	LOW – Green
30 – 42	5-8	MEDIUM – Amber
42 – 54	9 +	HIGH – Red

The risk RAG rating will be the higher category of risk based on either the total risk level or total number of level 3 risks

# Appendix C: Due Diligence Checklist for proposed international partnerships

Prior to entering into any formal academic partnership with another institution or organisation, the University should assess the risks involved and put in place appropriate management of identified risks.

Specifically, that means that the University should:

- satisfy itself as to the standing of the partner institution, its financial stability and the academic environment at the partner institution.
- explore the legal capacity of a partner organisation to engage with another awarding body and to award dual degrees.
- seek assurance that the partner organisation understands the requirements of UK higher education and agrees to fulfil its responsibilities and obligations.

The following checklist has been compiled to aid staff undertaking initial due diligence on any proposed partner for the delivery of a partnership involving academic provision.

Detailed Operational and Academic Due Diligence (to include student support arrangements) will be conducted via an Academic Partnership Delivery Approval Panel (where relevant). For further guidance please contact Quality Assurance and Enhancement Office [qualityassurance@cranfield.ac.uk](mailto:qualityassurance@cranfield.ac.uk)

All sections of the checklist must be completed. All supporting documentation must be in English or supplied with a notarised translation.

1 – Overview		
1.1	Name of proposed partner institution	
1.2	Name of main Cranfield contact	
1.3	Main Cranfield contact's email address	
1.4	Name of person(s) completing this checklist	
1.5	Date of completing this checklist	

2 - Partner Information		
2.1	Name of proposed partner institution	
2.2	Country of proposed partner institution	
2.3	Registered address of proposed partner institution	
2.4	Type of proposed academic partnership <sup>12</sup>	
2.5	Proposed partnership overview, including proposed length of partnership (100 words max)	

<sup>12</sup> The four types of academic partnership at Cranfield are: Validated external provision, Joint provision, Partial award recognition and Partner support. See the [Senate Handbook on Partnerships Involving Academic Provision](#) for more details.

2.6	Location of proposed activity	
2.7	Name of main contact at proposed partner institution	
2.8	Main contact's role at proposed partner institution	
2.9	Current educational provision offered at proposed partner institution (e.g. UG/PGR/PGT degrees, student numbers)	
2.10	Has Cranfield previously partnered with the proposed partner?	

### 3 – National Context and Legal Due Diligence

	Consideration	Evidence obtained, comments, risks and how these will be mitigated
3.1	Will it be easy to carry out business in the proposed partner's country?	
3.2	What is the education system in the proposed partner's country?	
3.3	Are there likely to be any issues in obtaining access to the country (either as a whole or for individual staff)	
3.4	Does the country have a robust legal system compatible with UK law?	
3.5	Will UK legal agreements / contracts be enforceable in the country?	
3.6	Will UK and foreign legal judgements be enforceable in the country?	
3.7	Are there any significant cultural or political differences between the UK and the country of the proposed partner that should be taken into consideration?	
3.8	Are there any visa or tax requirements associated with the proposed partner's country?	
3.9	Are there any controls on currency or capital entering or exiting the proposed partner's country that should be taken into consideration?	
3.10	Are there any export control issues from the proposed partner's country	
3.11	Are there any student visa implications connected to the proposed partnership or proposed partner's country?	
3.12	Does the proposed partner's country have its own higher education quality assurance agency, regulator or equivalent?	
3.13	What is the legal status of the proposed partner?	

3.14	How is the proposed partner funded (e.g. government funded, private funding)?	
3.15	Does the proposed partner have the legal power to enter such agreements?	
3.16	Does the proposed partner have the legal power to confer joint awards (if applicable)?	
3.17	Is the proposed partner a private organisation?  If so, provide details of structure, shareholders or other interested parties.	
3.18	Is the proposed partner registered with or accredited by any national organisations within their own country?	
3.19	Does the proposed partner have sufficient insurance arrangements to cover any business conducted as part of the proposed partnership?	
3.20	Does the proposed partner's previous activities present any reputational risk to Cranfield through the proposed partnership?	
3.21	Are there any known ethical, political or business issues associated with the proposed partner, either in their own country or in other international markets?	
3.22	Does the proposed partner have any ongoing or outstanding litigations, prosecutions or legal/regulatory investigations?  Has the proposed partner had any material claims made against them relating to breach of contract with a student or breach of intellectual property rights within the last three years?	
3.23	Are there any potential conflicts of interest between Cranfield and the proposed partner?	
3.24	Does Cranfield have any other partnerships with other institutions in the proposed partner's country?  If so, is there potential for a conflict of interest between the proposed partnership and existing partnership?	

#### 4 – Financial Due Diligence

	Consideration	Evidence obtained, comments, risks and how these will be mitigated
4.1	Do the previous three years' audited accounts show the proposed partner to be financially stable?	

4.2	Are there any tax implications involved with the proposed partner?	
4.3	Does the proposed partner receive state or public sector funding?	
4.4	Has the proposed partner submitted any tenders for work associated with the proposed partnership?	
4.5	Are the projected student numbers involved in the partnership realistic and sustainable?	
4.6	Are there any other financial risks to be considered?	

<b>5 – Organisational Due Diligence</b>		
	<b>Consideration</b>	<b>Evidence obtained, comments, risks and how these will be mitigated</b>
5.1	Background of proposed partner institution (brief history, specialisms, standing/ranking nationally/internationally)	
5.2	Is the Strategy and Mission of the proposed partner compatible with Cranfield's?	
5.3	Is the proposed partner compatible with Cranfield's <a href="#">Values</a>	
5.4	Does the proposed partner feature in any national or international rankings	
5.5	Does the proposed partner have any partnerships with other UK and non-UK HEIs?	
5.6	Have any collaborations between the proposed partner and another institution recently ended, and if so why?	
5.7	Has the proposed partner had any contracts with other institutions terminated within the past three years for breach of contract?	
5.8	Has the proposed partner been the subject of a previous review by the QAA or similar?	
5.9	Is the internal management structure of the proposed partner clear and robust?	
5.10	Does the proposed partner have clear and robust quality assurance processes in place?	
5.11	Does the proposed partner own the premises where the proposed activity will take place?  If the premises or land are leased what is the length of that lease?	
5.12	Does the proposed partner have a good understanding of the standards and ethos of UK Higher Education?	
5.13	Does the proposed partner share Cranfield's commitment to equality & diversity, health & safety, and data protection, and operate in line with UK Legislation?	

<b>Suggested evidence from proposed partner to aid with due diligence assessment</b>	<b>Obtained? Acceptable? Comments?</b>
Company, charity or HEI registration	
Charter, Statutes and Academic Regulations	
Registration or accreditation with national bodies	
Registration or accreditation with professional bodies	
3 years' audited accounts	
Mission statement	
Education strategy	
National or international rankings	
Management structure	
Terms of reference and membership of governing body and relevant internal committees	
Reports from QAA or similar body	
Quality Assurance policies and procedures	
Equality and Diversity policy	
Health and Safety policy	
Data Protection policy	

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