



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 3.0 (August 2024):

- Updates to reflect structural changes within the University (throughout)
- Addition of library guidance on partnerships (Introduction)
- Addition of information on OfS condition E10 (11)

1 About this Handbook

This Handbook describes the policies and governing 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 Senate 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 Office for Students regulations and guidance on academic partnerships and other sector guidance, including the QAA Quality Code for Higher Education. 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, PgCert and PgAward 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.

This Handbook covers partnerships which include academic provision only.

[The University Library provide guidance for staff](#) setting up a partnership involving academic provision. This document provides guidance to accessing online resources, copyright, developing reading lists and course guides. Partnerships can vary in how they are structured, and staff should be aware of the effect this may have on services the Library can offer.

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.

This Handbook assigns responsibilities for various processes and decisions to particular postholders in the University. Where required for the operation of the University, specific responsibilities may be given to other members of the University by agreement between the relevant University Officers, such arrangements to be recorded by the Secretary to Senate until such time as the Handbook is updated.

2 Responsibilities in the approval of partnerships involving academic provision

The concept for a partnership involving academic provision will usually be devised within a Faculty, where the Faculty Executive will consider any partnership proposal and agree for a full proposal to be put forward to University Executive. **The Faculty Executive is responsible for undertaking any necessary due diligence and producing and presenting the required documentation for University Executive and Senate approval.**

University Executive will consider the proposal, made on a Faculty's behalf by the relevant Head of Faculty. This formal proposal should include details of the course(s) to be included in the partnership (including, for any new courses, the Course concept and business case), details of any proposed research awards, a partner characteristics template, a risk assessment and due diligence document. **University Executive is responsible for ensuring that the relevant financial, commercial, contractual and legal arrangements are in place and are appropriate for the partnership and the wider University.**

Senate, as the supreme academic body of the University will, on the recommendation of one or both of its sub-committees (Education and Research Committee) consider the academic aspects of the partnership, including the proposed courses, the facilities and the academic support, as presented by the proposing Faculty. The processes for the consideration of these aspects are articulated by Senate in this Handbook. **Senate is responsible for ensuring that all academic aspects of any partnership are appropriate, and any required resources will be in place for the partnership to be successful.**

Whilst Faculty approval is required prior to any proposed partnership involving academic provision being considered by University Executive, the consideration of the academic aspect of a partnership undertaken by Senate may be carried out alongside University Executive's consideration and approval of the business case of a proposed partnership.

In addition, given the increased likelihood of reputational risk, the approval of partnerships involving validation arrangements are also subject to approval by Council.

3 How are partnerships involving academic provision categorised?

The University has adopted the Office for Students' categories for partnerships, which are:

Validation arrangements, between one registered higher education provider and another provider under which the first provider:

- Grants a taught award to a person who is a student at the other provider; or
- Authorises the other provider to grant a taught award on behalf of the first provider.

and

Subcontractual arrangements, where a Lead Provider (a body with degree awarding powers), who designs, approves and owns the course/programme, retains overall control on content, delivery, assessment and quality assurance arrangements:

- Allows a delivery provider (a provider that delivers HE provision to students on behalf of another HE provider) by subcontracting teaching to deliver all, or part, of a programme.

4 What is a partnership involving academic provision? (PIAP)

A partnership involving academic provision (PIAP) is any award or learning delivered by or for Cranfield where there is formal involvement of another organisation, institution or agency in the academic delivery or assessment of students.

Examples of possible PIAPs are:

- Where Cranfield awards an academic distinction, but the course design and delivery is undertaken by a partner (**a validation arrangement**)
- Where Cranfield joins with one or more other higher education institution to offer a single award, with aspects of the delivery and assessment undertaken by each institution (joint degree provision, **a subcontractual arrangement**)
- Where defined parts of a course of study are delivered and assessed by another higher education institution, with Cranfield recognising any credits gained towards a student's academic award (partial award recognition, **a subcontractual arrangement**).
- Where an organisation is contracted to deliver teaching or assessment on Cranfield's behalf towards a Cranfield award (partner support, **a subcontractual arrangement**).

The processes for approval of these arrangements are set out in detail in this Handbook.

The following would not usually be considered to be PIAPs:

- Delivery of a Cranfield course by Cranfield staff, leading to a Cranfield award, using the facilities of another institution or organisation (sometimes known as flying faculty);
- The use of external staff employed on an individual basis for delivery of teaching, assessments or supervision¹;
- A Cranfield course where there is an agreement to consider applicants for admission who have been pre-selected by another organisation.

For further information on these see section 13 of this Handbook.

¹ Such individuals will usually require Recognised Teacher Status.

5 Partnership type characteristics

The below table sets out some of the characteristics of validation and subcontractual arrangements.

	Validation Arrangements	Subcontractual Arrangements
Who is the students' contractual arrangement with?	Partner	Cranfield (May also be registered with a partner)
Who collects fees from students?	Partner	Cranfield
Who reports on these students to HESA?	Partner and Cranfield	Cranfield
Who provides teaching to students	Partner	Partner (Cranfield also allowed)
Who designs and owns the course	Usually partner	Usually Cranfield
Who is the awarding body	Cranfield	Cranfield

6 Nature of academic awards

There are three types of academic awards that may be associated with PIAPs. These are:

- Single degrees** awarded by Cranfield University only (available for both validation arrangements and subcontractual arrangements);
- Dual degrees**, whereby students receive an award from both Cranfield and another partner (available for subcontractual arrangements only);
- Joint degrees**, where the academic provision is shared between partners, and students receive a single award on behalf of all partners involved (available for subcontractual arrangements only).

7 General Principles concerning partnerships involving academic provision

Regardless of the nature of the partnership involved, Cranfield retains responsibility for the overall academic standards of all awards it makes, including those made with partners.

All partnerships which involve academic provision require the approval of University Executive and Senate. The academic aspects of these partnerships will be periodically reviewed by Senate's sub-committees.

As set out by Senate Regulations, the Academic Registrar maintains a record of all partnerships involving academic provision.

8 Partnership approval processes – Faculty and University Executives

As set out in section 2, different aspects of the approval of partnerships involving academic provision fall to different bodies within the University, and are undertaken in three distinct processes; Faculty Executive approval, University Executive approval and Senate approval.

The approvals undertaken by Faculty and University Executives are set out in brief below. These processes and approvals are vital aspects of the development of partnerships involving academic provision. The processes are not governed by Senate, with each Executive empowered to set out their own processes and requirements for these approvals using the guidelines set out below.

The Faculty Executive are responsible for approving the:

- Partnership concept
- Proposed Education offering
- Risk Assessments (template available on the Hub or from QA+E)
- Due Diligence (checklist available on the Hub or from QA+E).

These should all be prepared by the relevant teams in the Faculty – depending on the nature of the partnership being proposed this may be a Course Director, Programme Director, Centre Head, Director of Education or Research or a combination of these.

Faculties may develop and undertake their own processes for Faculty approval of a partnership, although it is advisable that these should include the above documentation which is required for University Executive approval.

Where a partnership concerns more than one faculty, all faculties involved in a partnership should approve the partnership concept through their Executive committees. Depending on the level of involvement of each faculty the faculties may choose to make a joint presentation to University Executive or designate a lead faculty to carry out this function.

The University Executive are responsible for approving the business and contractual elements of the partnership. This is normally done through scrutiny of documents presented by the Head(s) of the relevant faculty or faculties:

- Course concept(s)/PGR offering
- Business case
- Partner characteristics document
- Risk assessment(s)
- Due diligence checklist
- Contractual information

The University Executive is responsible for ensuring that the business case for the partnership is sound, that the necessary checks and due diligence have been undertaken by the proposing faculty and that any contracts that the University enters into are reasonable and appropriate. The University Executive may set out a formal process for the consideration and approval of partnerships, and may request further information from the proposing faculty as part of their approval process.

Senate is responsible for the approval of the academic aspects of any partnership. The processes for the consideration of such aspects are set out in the following section. Faculty Executive approval must be completed as the first stage in any approval process, however the University Executive and Senate approval processes may be undertaken concurrently.

9 Senate approval processes

Senate will consider approval of the academic aspects of any partnership. Senate's sub-committees, Education and/or Research Committee are responsible for making a recommendation for the approval of any partnership involving academic provision.

In order to fully consider any proposed partnership involving academic provision, Education and/or Research Committee will usually appoint a Partnership Approval Panel.

9.1 Partnership approval panels

The Quality Assurance and Enhancement team will usually convene a panel of appropriately trained persons to conduct a partnership approval panel to assess the suitability of any partnership and make a recommendation to Education and/or Research Committee as to whether it should recommend the approval of the partnership to Senate.

The University has a bank of both academic and professional staff trained to act as part of a partnership approval panel. Education and/or Research Committee will, on behalf of Senate, approve the membership and terms of reference of the partnership approval panel. One of the panel members will be appointed as Chair. A member of the Quality Assurance and Enhancement team will usually act as secretary to the panel. The appointed panel members will be independent of the proposed partnership.

In addition, where a site visit is required, the relevant Committee(s) will approve the membership of any site visit team, and determine appropriate criteria and terms of reference for the visit in advance. Membership of the site visit team will usually include members of the partnership approval panel, both professional and academic staff and be independent of any aspect of the proposed partnership (including any future delivery).

Duties of the panel

The partnership approval panel will consider the academic approval of the provision. The panel will need to be assured of the potential partner's:

- educational status or reputation;
- legal and financial status;
- powers and authority to award degrees (if applicable)
- existing links and partnerships with other higher education institutions; and
- 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).

Such assurance may be provided through:

- a structured template of partner characteristics (approved and reviewed by Education Committee from time to time);
- an initial academic risk assessment;
- a site visit, conducted prior to approval of the partnership.

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 Hub, or from the Quality Assurance and Enhancement team.

Panel Consideration

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 Taught Course (or equivalent documentation for delivery of existing courses or research awards).

The Panel will usually consider the proposed partnership through interrogation of the submitted documentation and a formal meeting, at which the proposing team will be invited to present the proposal and answer any questions that the panel have. The Quality Assurance and Enhancement team may provide the panel with a list of indicative or example questions, and will compile the panel's questions in advance of the Panel meeting itself. These questions may be shared with the proposing team in advance.

The panel will also be provided with assurance that the following has been considered by Faculty and University Executives:

- **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;
- **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).

Panel Outcome

The Panel will agree whether to recommend academic approval of the partnership to Education and/or Research Committee, which may include recommendations or conditions to be met prior to the commencement of the partnership.

Recommendations

Recommendations may identify areas of potential improvement or enhancement for the proposing team to consider prior to and during the first year of delivery. Recommendations may also be made where a Panel has concerns over the academic aspects of the proposed partnership, but where these concerns do not meet the threshold to be given as a condition.

Recommendations do not need to be met in order for the partnership to gain Senate approval, however the proposing team should respond to each recommendation during the Year One Partnership Review.

Conditions

Partnership Approval Panels may set conditions as part of the approval process, which must be met/addressed prior to the proposal being considered for approval by Education Committee and Senate. Conditions should only be set where the Panel feel that partnership as currently presented cannot be approved without remedial action taking place.

Conditions may be set where the proposed academic partnership:

- does not meet the OfS's expectations of quality and standards as set out in their conditions of Registration B1-B5;
- will breach a Senate Regulation;

- will breach policies or processes set out in the Senate Handbooks, or any other Education/Research Committee or Senate directive;
- another reason why the partnership cannot commence in its current form without remediation, but is in principle acceptable².

Education and/or Research Committee will receive a formal report from the Panel, and consider if the proposed partnership should be recommended to Senate for approval.

In coming to its decision, Education and/or Research Committee may consider the following:

- **partnership and programme set-up:** including any requirements on reporting at Faculty or University level on progress towards the establishment of the partnership and programme;
- **annual monitoring and review arrangements:** including any processes and procedures over and above those outlined in Regulations for the annual reflective review by the course team and at Faculty level;
- **periodic monitoring and review arrangements:** including any processes and procedures over and above those outlined in Regulations for the longer-term review of the provision at University level³.

In making a recommendation to Senate, Education and/or Research Committee confirms, in their view, 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, it is encouraged that the suitability of the partner is confirmed before the approval of any new course provision, although it is often the case that both are developed in tandem.

9.2 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, including the contractual responsibility for the students and each aspect of their learning, teaching, assessment and academic support.

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 Faculty.

In preparation for the formal legal agreement, the Faculty proposing the partnership will be expected to complete a risk assessment for the partnership. This document 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/or Research and Education/Research Committee to supplement the standard documentation for consideration of the academic proposal.

² This may include, for joint degrees, the creation and approval of separate Senate Regulations to govern the joint degree.

³ Periodic reviews include regular reviews and the Year One Partnership Review as set out in the Senate Handbook on Senate Reviews.

10 Special considerations for validation arrangements

For any validation arrangement the University retains full responsibility for assuring the academic standards of the awards. Validation arrangements delegate responsibility for the delivery of the programme and the assessment of students to persons 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.

Education and/or Research Committee should ensure they are satisfied with the standing and reputation of the proposed partner, as students studying with the partner will be receiving a Cranfield award.

With validation arrangements, 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.

Given the increased likelihood of reputational risk, the approval of partnerships involving validation arrangements are also subject to approval by Council.

11 Special considerations for subcontractual arrangements

Subcontractual arrangements cover a number of different types of potential partnership as set out in section 4. Special consideration for each type of partnership are noted below.

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. In subcontractual arrangements, responsibility for the delivery of the programme and the assessment of students may be delegated outside of the University: where this occurs, clear mechanisms and auditing tools are required to ensure that quality and standards remain appropriate.

The Office for Students places an ongoing condition of registration on all registered providers (condition E10) who enter into subcontractual arrangements with a partner. The condition places certain requirements to publish information on providers who have subcontractual arrangements where 50% or more of the total course delivery will be provided by the subcontracted partner. Any proposed subcontractual arrangement where the total delivery by the partner is expected to be 50% or more should be flagged as such to Quality Assurance & Enhancement.

11.1 Types of subcontractual arrangements

Where Cranfield joins with one or more other higher education institution to offer a single award, with aspects of the delivery and assessment undertaken by each institution

The above type of partnership results in a single award, made jointly by Cranfield and the partner institution(s) (a joint degree). in such cases:

- 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 will usually be shared between the University and the other partner(s).

For joint degrees 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.

Education and/or Research Committee should ensure they are satisfied with the standing and reputation of the proposed partner(s), as students studying as part of the partnership arrangement will be receiving an award made (partially) by Cranfield.

Separate Senate Regulations must be created to support the operation of any such partnership leading to a joint degree.

With such partnerships, 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). Such provision requires 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 Faculty.

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.

Where defined parts of a course of study are delivered and assessed by another higher education institution, with Cranfield recognising any credits gained towards a student's academic award

The above type of partnership is 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. Education and/or Research Committee must be satisfied that the partner has the necessary facilities, resources and personnel required to ensure the success of the partnership and that students studying as part of the partnership will receive a good academic and overall student experience.

Such a partnership 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 Faculty.

Where an organisation is contracted to deliver teaching or assessment on Cranfield's behalf towards a Cranfield award

Such partnerships are 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.

For these purposes, significant is usually classed as greater than 50%.

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. Such a partnership does not delegate responsibility for the delivery of the programme or the assessment of students outside of the University's control, 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 arrangements that are negotiated on an individual student basis. The most common example of the latter category would include industrial project placements, which is not normally considered to be a formal partnership.

In any partnership arrangement, it is important to articulate clearly the roles and responsibilities of the University, the partner and, if appropriate, the students. 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 Faculty.

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 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.

12 Ongoing monitoring and review of all partnership arrangements

12.1 Partnership and programme set-up

At the point of approval, Education and/or Research 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 and/or Research 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 and/or Research 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 and other partnership documentation.

The relevant Faculty 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 Faculty expectations;
 - supporting the course team in preparing documentation in an appropriate format for the University; and
 - reporting to the University (through Senate via Education/Research 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.)

in addition, for 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 and/or Research Committee;
 - Proactively raising any points of concern over the management or development of the partnership to the relevant Head of Faculty and/or relevant Director of Education/Research.

12.2 Year One Partnership Review

Year One Partnership Reviews will be instigated by Education 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 provision. These reviews should be seen as a supportive framework to assist the associated Faculty 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.

12.3 Annual monitoring and review

Partnership arrangements are articulated clearly in course specification documents 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.

Research Committee may request an annual report on any partnership involving research provision.

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

12.4 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.

13 When working with others is not classed as a partnership involving academic provision

This section provides examples of where Cranfield provision involves some elements of externality, but does not formally represent a partnership involving academic provision.

Examples include:

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

13.1 Use of third-party premises

Cranfield may deliver all or part of a course at a location outside of University premises. Where this is limited to securing external facilities (e.g. conference centre, other education provider's facilities etc.), 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 and access to University learning resources including IT and library provision).

In such cases, 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 relevant 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 preparations for any use of third-party premises, a risk assessment should be undertaken for the delivery of the course by members of Cranfield University, to include the following points:

- the geographical environment of the third-party provider(s), including any political, social or environmental 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).

For such arrangements, course teams are expected to:

- define and articulate the responsibilities of the third party through a service providers agreement;
- check that the third party provides appropriate insurance and liability cover;
- be aware of local legislation and customs;
- document the risk assessment they may have undertaken in selecting the third party, including the checks undertaken to ensure that it complies with UK expectations of health, safety and disability provision.

NOTE: If the provision 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 a **Subcontractual arrangement involving partner support**.

Although the use of third-party premises does not formally represent a partnership involving academic provision, it may be subject to regular review, as deemed appropriate by Education Committee. This may include through course Annual Reflective Reviews, and/or Focussed Reviews.

13.2 Use of external staff to deliver teaching or assessment

Course teams may use persons not employed by Cranfield in either the teaching or assessment of a course, module or session. Where such persons are engaged on an individual basis (i.e. directly and not through another organisation⁴), this is not considered to be part of any partnership.

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 (e.g. Evasys surveys) associated with the course.

The use of external staff is reviewed annually through the course Annual Reflective Review, and reported to Education Committee through Directors of Education.

13.3 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 a **Subcontractual arrangement involving partial award recognition**. 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.

⁴ Instances where external persons (i.e. not employees of Cranfield) are contracted through an external organisation to provide teaching or assessment (i.e. Cranfield’s contract is with the organisation not an individual), this forms a **Subcontractual arrangement involving partner support** and must be approved through the appropriate processes as set out in this Handbook.

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.

Further details of where Recognised Teacher Status may be required can be found in Appendix A of the Senate Handbook on Positions of Responsibility in Learning, Teaching and Assessment. Details of the process for the appointment of Recognised Teachers can be found in the Managing Postgraduate Taught Courses, Managing Undergraduate Courses and Research Awards Senate Handbooks.

Recognised Teacher appointments are reviewed annually by Directors of Education and Research through Education and Research Committees.

13.4 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 Head of Faculty (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). Registry 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 & Research).

Although preferential admissions 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 Reflective Reviews and/or Focussed Reviews.

14 Termination of any partnership involving academic provision

The nature of commercial contracts means that it is possible that the University's contractual arrangements/obligations with partner organisations may change. This may be where:

- the University seeks to end a contract (either within or at the end of any contract period),
- a partner organisation no longer wishes to contract the University to deliver academic provision (either within or at the end of any contract period),
- a partnership may need to end (or be paused) through mutual agreement, such as where an act occurs outside of the University or partner organisation's control (for example force majeure or natural or political reasons) which prevent operation of the partnership, including loss of access to a partner organisation's location or any other reason.

Staff involved in any decision to end a partnership involving academic provision should ensure that they refer to the University's Policy on course changes which sets out the course change process (including for research students) and mitigations the University will put into place to minimise the risk to the continuation of study of any existing students.

The decision to terminate any partnership involving academic provision will be taken through Faculty and University Executive committees or Council. Senate (and its sub-committees) may be asked to contribute to any decision to terminate a contract.

Where Senate and/or its sub-committees have concerns over the academic aspect of any partnership (either raised through a periodic review or in an ad hoc fashion) these concerns should normally be considered through a focussed review, which may lead to Senate recommending the termination of a partnership.

The University may seek to end a contract that it has entered into with a partner organisation, for reasons such as commercial, legal, academic or national security factors or concerns.

Where the University decides to terminate a contract to deliver academic provision for a partner organisation, and unless force majeure applies, the University will seek to fulfil its contractual obligations to existing students. This may extend to applicants. This applies whether the University's termination is during any agreed contracted period or where the University chooses not to renew any contract for a partnership involving academic provision.

Where it is not possible or practical for the University to fulfil any obligations to existing students it would normally be expected that Cranfield would arrange/facilitate the transfer of study (and any learning credits already achieved) of any students to a new academic delivery partner, in liaison with and the agreement of the existing partner organisation.

Where a partner organisation seeks to terminate a contract for a partnership involving academic provision (for whatever reason, and either during a contracted period or through non-renewal of a contract), the University will aim to put into place arrangements to ensure all students who enrolled on a course leading to a Cranfield award have the opportunity to complete their award with Cranfield, through the teaching-out of the provision to existing students.

Where this is not possible, (or the partner organisation does not wish to allow the University to complete any teach-out), the University may arrange the transfer of study (and any learning credits already achieved) of any students to a new academic delivery partner, in liaison with and the agreement of the existing partner organisation.

Where the University and a partner seek to end (or pause) any partnership through mutual consent, the University and partner should agree appropriate and proportionate action to ensure the continuation of study of any students enrolled for an award. This may include a teach-out of the course for existing students or transfer of study and any learning credits already achieved to a new academic delivery partner.

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 each 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 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:

- **Validation arrangements**
- **Subcontractual arrangements** leading to a joint award

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 other types of partnership, i.e. **Subcontractual arrangements** involving partial award recognition or partner support, 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.

Approval of written agreements for all partnerships is the responsibility of the University Executive. A written agreement must be in place prior to Senate approving any partnership.

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;
- 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.

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