

## The London Institute of Banking & Finance Code of Practice for Quality Assurance (Higher Education)

### Chapter 14: Collaborative Provision

#### 14.1 Introduction

14.1.1. We develop collaborative provision opportunities that are mutually beneficial to both us and the collaborative partner and which contribute towards our vision to be an internationally recognised organisation delivering outstanding financial education.

14.1.2. We therefore only enter into partnership arrangements with organisations that have comparable educational missions and demonstrate the same approach to quality management in the delivery of its programmes and awards as we do.

14.1.3. We use the term collaborative partner to describe the provider or other body or individual with which we enter into an agreement to collaborate. Strategic partner is the term used to describe higher education institutions that validate our awards.

14.1.4. We define a number of modes of collaborative provision:

- **Sub-contracted;** A programme or award which is designed, assessed and quality assured by us but delivered, in full or in part, by an approved partner institution. Students on a sub-contracted arrangement will usually have a direct contractual relationship with us as the awarding body.
- **Joint awards;** A programme and award is jointly designed, delivered and assessed by us and the approved partner. The student receives one joint award on successful completion of the programme.
- **Dual awards;** A programme and award is jointly designed, delivered and assessed by us and the approved partner. The student receives an award from both us and the approved partner on successful completion of the programme.
- **Validated;** A programme designed, developed and approved by either us or by a partner that is delivered in full or in part, by an approved partner institution. Students studying on the programme will normally have a direct contractual relationship with the partner that delivers the course rather than us, which has validated the award and its proposed delivery.
- **Articulation agreements;** A pre-formalised agreement whereby a cohort of students who satisfy academic criteria on one programme (delivered and awarded by an external provider) are entitled (on academic grounds) to be admitted with advanced standing to a subsequent stage of a programme of another degree-awarding body. Full requirements for articulation are detailed within each articulation agreement.

- **Accreditation of other's education programmes;** Recognition of an organisations education programme as being of a suitable quality and where the content and level provide an appropriate match to our modules to warrant the provision of credits to an award of ours.

14.1.5. The application and approval of programmes subject to collaborative arrangements is guided by the principles set out in our Code of Practice with particular reference to Chapter 3 Accreditation of Prior Learning and Chapter 13: Programme Design, Approval, Monitoring and Review.

14.1.6. We maintain a Collaborative Provision Handbook (CP Handbook) that details processes and responsibilities for the establishing and monitoring of collaborative arrangements. The CP Handbook is available on the Partnerships page of our website.

## 14.2 Reference Points

14.2.1. This chapter should be viewed in conjunction with our General and Academic Regulations for Students. Reference is also made throughout to other chapters contained within our Code of Practice for Quality Assurance.

14.2.2. The following external resources have been referred to and are monitored on a regular basis:

- QAA's UK Quality Code for Higher Education with particular consideration to the Advice and Guidance section on Partnerships.
- Council of Validating Universities (CVU) Handbook for Practitioners; Management of Collaborative Provision. In addition, the forums available on the CVU website provide a rich resource of information and sharing of good practice.
- QAA's International Guides including Transnational Education Reviews (TNE)
- OIA Guidance on Transnational Education and Partnerships
- HEGlobal – gateway to services of UK government and sector organisations supporting transnational higher education.

## 14.3 Principles

14.3.1. The following seven principles apply equally to all forms of collaborative provision that we consider and / or engage with and align with The UK Quality Assurance Agency's advice and guidance on partnerships:

1. We retain overall responsibility for the quality and standards associated with awards made in our name.
2. The best interests of the student are always at the forefront of any decision made affecting collaborative provision.
3. Students undertaking one of our programmes study to the same academic standards and receive learning opportunities that are comparable, irrespective of the geographic location and mode of delivery.

4. We take a risk-based approach to collaborative provision, with processes proportionate to the level of risk.
  5. We do not engage in serial arrangements, whereby a collaborative partner may use an award of ours in developing its own collaborative arrangements. Such arrangements are specifically excluded by contractual agreement.
  6. All awards that are subject to a collaborative arrangement with us are required to be both taught and assessed in the English language.
  7. We must be notified of any changes to a collaborative arrangement and agreement should be formally acknowledged prior to changes being implemented.
- 14.3.2. In order to be approved, collaborative partners and their provision must meet the following overarching requirements:
1. Demonstrate strategic fit with our mission and strategic objectives;
  2. Be based on shared values in line with our charitable status;
  3. Have a sound business case and be financially viable;
  4. Fulfil the due diligence process;
  5. Meet our established academic standards and quality assurance;
  6. Be accessible and fair to all students;
  7. Match academic demands with the skills needs of the financial services sector; and
  8. Be underpinned with clear and agreed allocation of roles and responsibilities
- 14.3.3. Irrespective of the type of collaborative arrangement, partners must abide by the policies and procedures set out in our Code of Practice for Quality Assurance.
- 14.3.4. All students registered for one of our awards must abide by our General and Academic Regulations for Students. Where an award is validated by a strategic partner, students may have to follow the regulations of that partner. In all cases, the regulations to be applied are noted in the Roles and Responsibilities section of the Collaborative agreement and are clearly set out to students during induction and within the programme handbook.

#### **14.4 Strategic Approach**

- 14.4.1. We take a strategic approach in the development of all collaborative arrangements to ensure partnerships align with our values and fit with the strategic objectives approved by our Board of Governors. This approach is set out in the Collaborative Provision Strategy which is reviewed on an annual basis to ensure continued alignment. This is considered essential to the development of new partnerships and to ensure the ongoing success of, what will be in most cases, medium to long term arrangements.
- 14.4.2. Collaborative partnerships will normally be developed with other educational providers. However, we may also enter into appropriate partnerships with other organisations whose main area of operation is not education, provided that the necessary ethos and culture for the delivery of higher education can be established. Prospective partners must be able to

demonstrate an understanding of, and ability to meet, our requirements for the maintenance of academic standards and assurance of quality

- 14.4.3. The proposal for, and the viability of all potential new arrangements will be considered against the Collaborative Provision Strategy.
- 14.4.4. When exploring the potential for new collaborative arrangements we take into consideration the staff capacity to manage ongoing arrangements and the necessary expertise, including financial and legal skills, in establishing and managing collaborations.
- 14.4.5. We acknowledge that we are responsible for the academic standards of awards granted in our name and for ensuring that the quality of the learning opportunities provided by the collaborative partner enables students to achieve the academic standard required of them. In doing so, we ensure that collaborative programmes meet the requirements and expectations of the QAA's UK Quality Code for Higher Education, in particular the Framework for Higher Education Qualifications (FHEQ).

#### **14.5 Financial and Legal Considerations**

- 14.5.1. The Company Secretary is consulted in the first instance on all legal matters and advises on any further appropriate legal advice that may be required.
- 14.5.2. As part of due diligence undertaken by us, the legal status of partners, their capacity to enter into legally binding agreements and relevant national and international laws that may affect the agreement are confirmed.
- 14.5.3. We ensure that the academic and commercial cases of collaborative arrangements are considered separately to avoid any conflict of interest. It is of paramount concern that the quality and standards of an award are safeguarded at all times and that relevant legislation is communicated to all relevant stakeholders.
- 14.5.4. All agreements we enter into specify that the agreement is made under English Law and will be subject to the jurisdiction of the courts of England and Wales.
- 14.5.5. Financial arrangements are reviewed dependent on the type of arrangement and proportionately to the level of risk. The Chief Operating Officer has oversight of financial reviews which may include the consideration of prospective partners' annual accounts and financial projections proposed as the basis for collaborative activity. Financial arrangements take into account any regional and national obligations arising from operating in another country, including taxes and limitations that may apply to tuition fees and transfer of funds outside of the country. Further reviews are undertaken of partners as appropriate for any changes to existing activity or proposals for new activity, and as part of the periodic review process in determining a partner's continued financial stability.
- 14.5.6. We comply with all UK legislation affecting the requirements for the admission of international students to our programmes and ensure staff responsible for the admission and subsequent monitoring of such students, are suitably trained in immigration and visa requirements. Arrangements are further detailed within our Code of Practice Chapter 2: Recruitment and Admissions to HE.

14.5.7. For overseas arrangements, we seek to clarify local regulatory requirements in the partner's location as part of the due diligence process with partners also being contractually bound to ensure they work with us to meet local regulatory requirements.

#### **14.6 Risk and Impact Assessment**

14.6.1. We review all collaborative provision arrangements with the purpose of evaluating the expected benefit against the level of risk in any proposed collaboration. The risks associated with a potential collaboration also determine the due diligence activities undertaken. Established procedures are in place to manage the development of collaborative provision which we engage with. However, we recognise that in some cases it may be necessary to adjust these to ensure activities are proportionate to the proposed arrangement.

14.6.2. Collaborative provision is monitored on the operational risk management registers reviewed by our Operating Committee which reports into the Board of Governors. In addition, from time to time, we may undertake an internal audit of any aspect of collaborative provision.

14.6.3. Alongside established approval, monitoring and periodic review activities, our Quality, Policy & Regulation team undertakes regular internal evaluation of collaborative provision activities. Outcomes are discussed by the deliberative committees, to ensure that along with our collaborative partners, we continue to meet the terms and conditions of agreements.

14.6.4. As part of the initial establishment of an arrangement, contingency planning is considered to ensure we have a route for ensuring students can complete their course of study should the partner be unable to fulfil their obligations for any reason. Where appropriate, contingency plans for partner arrangements may mirror our own Student Protection Plan (SPP) or may be bespoke arrangements that address the unique nature of individual arrangements. In all cases continuity plans will reflect the general principles of our SPP regarding continuity of study.

#### **14.7 Due Diligence**

14.7.1. We undertake due diligence activities to help determine the academic capability, financial, legal and reputational standing of prospective partners. Due diligence activities include but are not limited to exploring the following areas:

1. academic capability
2. financial viability
3. legal and cultural context
4. approval by regional and national authorities
5. admission of international students
6. good standing
7. capacity to fulfil role
8. legal status and capacity to contract
9. compliance with appropriate health and safety and insurance requirements.

14.7.2. Due diligence is conducted using a range of methods, including; desk-based research, partner applications and self-evaluation documents, informal meetings and validation visits. The level

of due diligence activities undertaken is proportionate to the type of arrangement and level of assessed risk.

- 14.7.3. All collaborative provision arrangements are fully costed and clearly identify the resources that will be required on our part. Due diligence includes review of the partner's financial status and ability to meet the obligations proposed under the agreement.
- 14.7.4. Key aspects of due diligence are reviewed for current partners as part of the annual reporting process. Specifically, this includes an annual review of the partner's accounts in assessing the ongoing stability in meeting the responsibilities of the collaborative arrangement. In addition, where significant changes are made to a collaborative arrangement, for example expansion of the provision or structural / ownership change to the partner, then a more comprehensive due diligence exercise will be undertaken in the form of a validation exercise.

#### **14.8 Agreements and Contracts**

- 14.8.1. All forms of collaborative provision which we enter into are formalised by a written document which sets out the rights and responsibilities of each party and specifies the process and timescales for review of the arrangement. The document will normally take the form of a contract, or other written agreement as outlined below, depending on the nature of the arrangement.
- 14.8.2. A non-disclosure agreement (NDA) should be signed by both us and any prospective partner at the start of discussions around potential partnerships or arrangements. Where appropriate, a Memorandum of Understanding (MoU) may also be put in place. The MoU records ours and the prospective partner's intention to explore collaborative links in line with the agreed modes of collaborative partnership. It should be noted that the MoU is not a formal agreement to enter into a partnership arrangement.
- 14.8.3. In the operation of all its collaborative arrangements with partners, we are bound by the provisions contained within the formal, written overarching agreements with those partners. These contractual agreements are legally binding and have been developed and tested with the support of our legal advisors. They set out ours and the partner's rights and obligations and the terms and conditions for the delivery of programmes to ensure academic quality and standards.
- 14.8.4. Contractual agreements are used to stipulate with which provider a student is registered and in particular the responsibilities and legal obligations of each party within a collaborative arrangement. This information is conveyed to students at both the point of registration and induction.
- 14.8.5. Prior discussion is required in respect of any change to the agreed method of delivery. Our approval is also required where a partner seeks to extend its programme delivery to additional locations. In all cases, the delegation of powers by collaborative partners to other institutions is specifically excluded by the contractual agreement.
- 14.8.6. All forms of written contractual arrangements relating to a collaborative provision arrangement must be signed by either the Chief Executive or the Managing Director, Higher Education as authorised signatories for us, and by the relevant senior authority within the

collaborative partner. Each party is responsible for communicating to relevant members of staff, the requirements and responsibilities of the contract.

#### **14.9 Collaborative Provision Records**

14.9.1. We maintain a register of collaborative provision which is published on our website. The Register is reviewed annually by the Academic Standards and Quality Committee (ASQC), and by other committees as appropriate.

14.9.2. Where one of our programmes is accredited, approved or otherwise recognised by a Professional, Statutory and Regulatory body (PSRB), we communicate any proposed collaborative provision arrangements with the PSRB. In particular, modes of delivery and location of delivery will be noted and confirmation sought on any limitations that the PSRB may wish to place on accreditation, approval or recognition of the programme.

#### **14.10 Quality Assurance**

14.10.1. The quality assurance arrangements of a collaborative partner should be comparable to those employed by us and should provide the same level of assurance and transparency in ensuring academic standards and quality are maintained. Collaborative partners are contractually required to have in place suitable policies and procedures for the monitoring and review of any programmes subject to a collaborative arrangement with us. These systems are reviewed by us as part of the application process and via formal validation visits where appropriate. A validation visit considers the learning and teaching, the facilities available, and the level of support provided by the partner.

14.10.2. We are responsible for the appointment of all external examiners in respect of any programme leading to our awards. External examiners report directly to us and are covered by the arrangements detailed within Chapter 8 of our Code of Practice. In the case of dual and joint awards, external examiners may be co-appointed to a programme where this satisfactorily meets the requirements of both partners in safeguarding standards. Alternatively, dual appointments may be made but in either case the arrangement will be subject to written agreement by both parties.

#### **14.11 Roles and responsibilities**

14.11.1. Prime responsibility for the oversight of collaborative provision lies with the Academic Board, as our supreme academic authority, which delegates its responsibility to the ASQC. Day-to-day management of collaborative partnerships lies with the Programme Team and is reported to the Collaborative Provision Committee, a sub-committee of ASQC.

14.11.2. We are responsible for the academic standards of all credit and qualifications awarded in our name and as such we are responsible for all quality assurance arrangements required to maintain standards and assure academic quality. We may delegate certain operational aspects where we can be satisfied that a collaborative partner has the capacity to effectively assume this responsibility.

14.11.3. Any delegation of responsibility for aspects of delivery or management of programmes to a collaborative partner must be explicitly approved by our Academic Board. These

responsibilities must be clearly reflected and agreed within the contract and the policies / procedures for monitoring must be documented.

- 14.11.4. Where we are the awarding body, we are responsible for admitting students to programmes. Entry requirements to programmes are centrally determined and monitored and regulated by us in line with Code of Practice Chapter 2.
- 14.11.5. We will maintain central oversight of assessment provision processes to ensure students take equivalent assessments for a programme, regardless of mode of study. In the case of dual and joint awards, the responsibilities of each party for aspects of assessment are formally agreed and documented.
- 14.11.6. We retain central control over the preparation of certificates and transcripts for collaborative programmes, which is subject to rigorous security procedures and provisions for all documentation. In the case of joint / dual awards arrangements for the provision of certificates and transcripts is written into the contractual agreement.
- 14.11.7. Collaborative partners are required to adhere to our procedures and regulations in the conduct of assessment as outlined in Code of Practice Chapter 7.
- 14.11.8. Collaborative partners are required to inform students of the agreed complaints and appeals processes and this information should be made available to students at induction and included in the student's handbook. Students have the ultimate right of appeal to the degree-awarding body.
- 14.11.9. It is the responsibility of the collaborative partner to inform us of any changes, including but not limited to; tutors, link contact details, changes to resources and modifications to approved delivery locations.

#### **14.12 Monitoring and review of programmes / modules**

- 14.12.1. We have processes in place to monitor collaborative provision arrangements. This includes a schedule for monitoring meetings (virtual or face-to-face), programme development and review meetings, and institutional reviews of collaborative arrangements. Formal monitoring, in line with Chapter 13 of the code of Practice, is undertaken on an annual basis and supports the safeguarding against financial and / or other irregularities and reviews the partner's stability in meeting the obligations of the arrangement.
- 14.12.2. As part of the annual monitoring of programmes collaborative partners are required to submit annual reports to us in accordance with prescribed templates and agreed timescales and including coverage of progress on action plans. The report template is designed to prompt partners to reflect on; the strategic management of the arrangement; student performance and progression; and where applicable, feedback from students and lecturers; related issues and the sharing of good practice. Failure to submit a report that meets the requirements may lead to an early institutional review or implementation of the [Collaborative Arrangement Withdrawal Policy](#).
- 14.12.3. The comments from the collaborative partner reports are captured in a summary report and presented annually to the Collaborative Provision Committee (CPC), ASQC and the



Learning & Teaching Committee (LTC). Where necessary, an action plan is developed and agreed with collaborative partners for action.

- 14.12.4. Visits to collaborative partners may be undertaken where prompted by issues raised within the annual monitoring report or throughout the year as part of our commitment to assuring the quality of the student learning experience. A record is kept of all visits and meetings with collaborative partners and reported periodically to the CPC.
- 14.12.5. Annual monitoring presents the opportunity for enhancement and to ensure continuing compliance with the terms and conditions of the arrangement, while institutional review after five years provides the platform to consider continuing strategic fit.

#### **14.13 Information on Collaborative Partnerships**

- 14.13.1. Public information produced on collaborative provision arrangements meets the requirements of our Chapter 15 of the Code of Practice. It is further aligned with The UK Quality Assurance Agency's Advice and Guidance on [Enabling Student Achievement](#). All public information produced in respect of collaborative arrangements is approved by us.
- 14.13.2. We are responsible for the accuracy of programme information published in our name and the need to eliminate any misunderstanding about the status or nature of our collaborative arrangements. Therefore, any collaborative partner delivering our programmes is required to seek our approval for all promotional materials which refer to our programmes or use our brand (including logos). Compliance with this requirement is regularly monitored and reported quarterly to the Collaborative Provision Committee.
- 14.13.3. For relevant types of collaborative provision, programme specifications are made widely available to students. For accreditation agreements, the programme specification for the employer's in-house learning programme is mapped to our relevant programme and module specifications.

#### **14.14 Termination of established arrangements**

- 14.14.1. Arrangements for the termination of a collaborative arrangement are detailed within our Collaborative Arrangement Withdrawal Policy ('Termination Policy'). This is used alongside a termination template designed to ensure key steps are undertaken and all relevant stakeholders are notified and involved where appropriate.
- 14.14.2. In all cases, the termination of a collaborative arrangement will be undertaken with the best interests of students at the forefront of any decisions to ensure impact to them is minimised and that they are able to complete their studies.

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