

## CODE OF PRACTICE ON THE UNIVERSITY'S PROCEDURES FOR MANAGING HIGHER EDUCATION PROVISION WITH OTHERS

### Section 1

#### Purpose

- 1.1 This Code of Practice sets out the University's requirements for its management of higher education provision with others (previously referred to as 'collaborative provision'). The Code applies to all programmes of study leading to a named award of the University and to the award of credit, regardless of where and by whom they are delivered.
- 1.2 The purpose of this Code is to ensure that the University:
- is able to assure the quality of the academic standards and learning opportunities of awards and credit granted in its name
  - has clear procedures for developing and managing arrangements for delivering learning opportunities with others which take due account of the level of risk involved
  - has in place mechanisms to ensure that risks are properly assessed and reviewed on a periodic basis
  - has in place appropriate governance arrangements for learning opportunities not provided by the University
  - is able to meet the requirements of the UK Quality Code of Higher Education, in particular Chapter B10

#### Responsibilities

- 1.3 Senate, as the University's academic authority, has overriding responsibility for the management of learning opportunities for all taught provision leading to an award of the University, irrespective of where they are delivered or who provides them. Some aspects of this responsibility are delegated as follows:
- the Academic Policy Committee has delegated power to oversee the development and implementation of the requirements of this Code of Practice and, in particular, to approve new collaborative arrangements for delivering academic programmes
  - College Academic Committees have delegated power to implement the requirements of this Code of Practice as they relate to the monitoring and review of collaborative arrangements, including student exchange
  - the Collaborative Partnership Management Group (CMPG) manages the operation of the Code on behalf of the Academic Policy Committee and has delegated authority to approve certain forms of collaboration as set out elsewhere in this code.
- 1.4 Senate maintains oversight of these activities through the following mechanisms:

## Code of Practice on the Management of Higher Education Provision with Others

- approval of this Code of Practice
- an annual analysis of the operation of this Code of Practice
- an annual report on the Register of collaborative partnership activity and collaborative arrangements
- assurances it receives through the operation of the annual developmental review process

## Section 2

### Definitions of collaborative partnership arrangements

- 2.1 For the purposes of this Code the University adopts the QAA definition of partnership arrangements which is learning opportunities leading or contributing to the award of academic credit or a qualification that are delivered, assessed or supported through an arrangement with one or more organisations other than the degree-awarding body.
- 2.2 The University recognises that the responsibilities for the delivery and management of arrangements will vary and therefore different types of arrangements will carry different levels of risk. The University accepts that collaborative arrangements may involve hybrid arrangements. The University's processes for the management of partnership arrangements have been designed to take account of this differentiation and provide a flexible risk-based framework without undermining the principles underpinning the assurance of academic standards. Ultimately the decision on which process is appropriate rests with the Academic Policy Committee.
- 2.3 The table below sets out the University's typology of the different types of partnership arrangements, outlining typical features of each type of arrangement. The table is ordered by the *indicative* risk level associated with the type of arrangement, from low to high.

Definition	Key features	Indicative risk level
<b>Progression Accord</b>		
An arrangement whereby the University recognises all or part of another institution's programme as an appropriate entry qualification	Subject to successful completion of the partner's programme, students may apply to the designated University programme. Students will still undergo standard admissions processes Typically set up for international programmes for recruitment purposes. The University must assure itself that the programme meets its expectations in terms of the standard of entry for its degree programmes	Low
<b>Support Provider</b>		
An arrangement in which a partner organisation provides resources to support the delivery of a University campus-based programme	The partner organisation may provide physical or learning resources, or administrative or tutorial support for the programme. The University is responsible for the delivery, academic content, assessment and quality assurance of the programme. For distance learning programmes, refer to Educational Delivery Partners below	Low
<b>Educational Delivery Partners for Distance Learning Programmes</b>		
An organisation contracted by the University to facilitate the delivery of distance learning provision	Responsibilities of the partners may include providing learning resources, tutorial and personal support and making arrangements for examination, such as identifying suitable venues. The University is responsible for the overall programme content, assessment and quality assurance. Agent partners who do not provide any support services which contribute to the learning opportunities on the programme (i.e. recruitment only) are not considered collaborative for the purposes of this Code	Low
<b>Articulation</b>		
An arrangement whereby the University recognises all or part of another institution's programme as a means of guaranteed	Entry onto a designated University programme with advanced standing is guaranteed subject to successful completion (which may be at a designated level) of the partner's programme.	Low-medium

Code of Practice on the Management of Higher Education Provision with Others

Definition	Key features	Indicative risk level
entry onto a University programme	<p>The partner institution is responsible for the recruitment and selection of students; for the registration and regulation of students for the design and delivery of the programme and for the quality of the student experience and the standards of the award or credit.</p> <p>Responsibilities for quality assurance processes may vary but the University is responsible for assuring itself that the programme meets its expectations in terms of the standard of entry for its degree programmes.</p>	
<b>Module delivery</b>		
An arrangement whereby a partner organisation contributes to a University programme by delivering one or more modules (or parts of modules)	<p>Typically a result of the partner organisation having specialist knowledge and expertise in a required area</p> <p>Responsibility for the programme content and quality assurance remains with the University.</p>	Low-medium
<b>Work-based Placements</b>		
Periods of work experience either in the UK or abroad which are part of the programme of study, including placements in industry, or those required for teaching education or health professionals	<p>Design and delivery is approved through the programme approval process. Agreements with employers and other organisations are approved by the relevant academic department.</p> <p>Responsibility for quality assurance remains with the University.</p>	Low-high (depends on the nature)
<b>Overseas student exchange arrangements</b>		
Periods of study undertaken in an institution overseas which are part of the degree programme.	<p>Includes Erasmus and Study Abroad arrangements. Design and delivery are approved through the programme approval process for new programmes, or through College Academic Committees for existing programmes.</p>	Low-high (depends on the nature)
<b>Split-Site PhDs</b>		
Agreements whereby research students spend a specified period of time at another institution but remain registered for a University award under the supervision of University supervisors although local supervisors may be appointed	<p>Collaborative Partnerships Management Group considers partnership arrangements, including due diligence checks.</p> <p>Approval of Split-site PhD arrangements is given by the Postgraduate Research Policy Committee with a report to APC.</p> <p>Responsibility for quality assurance remains with the University.</p>	Medium
<b>Franchise</b>		
A partner organisation is authorised to deliver the whole or part of one or more of the University's existing programmes	<p>The University is responsible for the programme content and quality assurance Management of the delivery and resources is devolved to the partner organisation. The partner is responsible for ensuring that students have access to library and IT facilities.</p> <p>The University does not permit the establishment of serial arrangements (where a partner organisation offers franchised or</p>	High

Code of Practice on the Management of Higher Education Provision with Others

Definition	Key features	Indicative risk level
	validated programmes of the University elsewhere or assigns to another party powers delegated to it by the University). Any change to this policy would be a strategic decision which would require the approval of ULT and APC.	
<b>Validated programme</b>		
An arrangement where a programme developed and delivered by a non-degree awarding body has been judged (through the process of validation) to be of an appropriate standard to lead to a University award	<p>Design, delivery and assessment of the programme is carried out by the partner organisation. The partner institution is also responsible for the recruitment and selection of students subject to them meeting standard University requirements. Students should normally be registered at the partner institution but may, in certain circumstances, be registered with the University.</p> <p>The University is responsible for approving the entry standards to the programme, the design of the programme, arrangements for its delivery and assessment and mechanisms for quality assurance. The University is also responsible for ensuring that the standards of the award are equivalent to those for the same or a similar award for its own programmes. The partner is responsible for ensuring that students have access to library and IT facilities.</p>	Medium-high
<b>Dual Award</b>		
An arrangement in which two or more awarding institutions together provide a jointly-delivered programme leading to separate awards being granted by both, or all, of them	<p>The two awards given are based on the completion of the same programme of study and assessed work which may be carried out at one or both institutions. Responsibility for the whole of each award is with each awarding body, irrespective of who delivers the programme of study.</p> <p>The partner is responsible for providing the necessary learning resources to support the part of the programme delivered within their institution.</p>	High
<b>Joint award</b>		
A single award offered in the name of two or more awarding institutions. A single certificate attests successful completion, replacing the separate institutional qualifications	<p>Students are subject to the regulations and requirements of all awarding institutions</p> <p>Responsibility for quality assurance is shared amongst all awarding institutions but the University must be able to assure the quality of the whole award</p> <p>The partner is responsible for providing the necessary learning resources to support the part of the programme delivered within their institution.</p>	High
<b>Associated Institutions</b>		
An institution which is authorised by the University to offer specified awards of the University through its own quality assurance and supporting institutional systems	<p>Authorisation is granted by Senate</p> <p>Responsibility for the management of programmes and quality assurance rests with the associated institution, but the University retains formal oversight</p>	Very high

## Section 3

### Approval of Collaborative and Partnership Arrangements

#### Key Principles

- 3.1 The University is responsible for the academic standards of all awards made in its name therefore the following principles apply:
- The academic standards of awards delivered through collaborative arrangements must be of an equivalent standard to comparable awards offered by the University
  - The academic standards of such awards must meet the requirements of the Framework for Higher Education Qualifications and relevant subject benchmarks
  - The quality of student learning opportunities should enable students to achieve the appropriate academic standards
- 3.2 In order to fulfil these principles the University will only:
- consider entering a collaborative partnership with institutions or other providers which have the appropriate academic credentials to deliver programmes successfully, the financial standing to sustain them and the legal standing to contract to their delivery
  - approve programmes taught in partner institutions which meet appropriate academic standards and offer equivalent learning opportunities
  - approve arrangements which have been set out in the form of a legally binding agreement or contract which is subject to regular review
- 3.3 All proposed collaborative and partnership arrangements must be considered in accordance with the relevant approval process detailed below and have received formal approval prior to commencement.
- 3.4 The formal agreement or contract must be signed by the relevant parties before any students are admitted to the programme (see Appendix 5 for further guidance).
- 3.5 The approval processes are designed to be proportionate to the complexity of the arrangements and the associated risks but will generally require:
- Consideration of a risk assessment report and due diligence checks
  - Consideration of the business case
  - Visit to the proposed partner and consideration of learning resources, including library provision (both physical and digital) and IT facilities
  - Drafting of a legal agreement
  - Consideration of the academic case
- 3.6 Details of approval processes are given below with a summary provided in the Collaborative Approval Matrix in Appendix 1 for quick reference.

#### Risk assessment and due diligence checks

3.7 A report on the risk assessment and due diligence checks will be produced using the form in Appendix 3 and will include consideration of the following:

For all new partnerships:

- Financial stability of the prospective partner and its ability to provide the human and material resources necessary, including library and IT facilities, for the operation of the arrangement
- The range of business and ethical interests and links of the proposed partner and whether these present any potential risks to the proposed arrangements or to the reputation of the University
- The reputation of the proposed partner, particularly in relation to the management of quality and standards
- The academic/professional capacity of the partner to deliver learning, teaching and student support at the appropriate level
- Accredited or recognised status of the prospective partner
- The suitability and capacity of the partner's staff to teach and/or assess at HE level
- Commitment to the values of the University, as expressed in the Strategic Plan and Learning Strategy

For overseas providers:

- Legal and regulatory framework, including the capacity of the prospective partner to contract with the University
- Higher Education structures of the country
- Experience and understanding of UK Higher Education
- The political, ethical and cultural context
- Reports on the proposed partners provisions by relevant quality assurance agencies

For overseas student exchange arrangements:

- The experience of the prospective partner in hosting and teaching international students from other countries
- The language of teaching and assessment (and appropriate language support facilities if teaching is not in English)

For private providers:

- Ownership of the prospective partner, including all major share-holders, where applicable and its legal capacity to contract with the University
- Previous experience of collaborating with Higher Education providers, particularly in the UK
- Links or registered interests with other organisations which may pose potential risks to the arrangement

- 3.8 On completion of the due diligence checks and risk assessment the Collaborative Partnerships Management Group, the International Office or Academic Policy Committee (as appropriate) will determine whether further consideration should be given to the proposal. Where a proposal for overseas exchange is approved by the Future Students Office, this will be reported to the Collaborative Partnerships Management Group. Where it is satisfied that it is appropriate to continue consideration the proposal will be referred to the appropriate committee for consideration of the business case. Under some circumstances, such as for low risk partnerships or the expansion of arrangements with existing partners, it may be possible to conduct the risk assessment and business case consideration of a proposal in parallel. In such cases the precise schedule of approval will be agreed between the relevant College and the Quality Office.

#### **Consideration of the business case**

- 3.9 The business case for the proposal, which must include reference to all costs relating to provision of learning resources such as Library and IT facilities, will be considered by the relevant committee (as outlined in Appendix 1) to determine whether it is viable and in the interests of the University. The business case for any new proposal will always require approval by the relevant College Business Group or equivalent before consideration at University level, and before proceeding to any stage of academic approval.

#### **Visit to the proposed partner and consideration of learning resources, including library provision**

- 3.10 Where the prospective partner is to be providing physical and/or digital resources in relation to the delivery of the arrangement (i.e. face-to-face teaching, laboratory facilities, virtual learning environment, learning resources provision – including library resources - or facilities for local study support) a visit to the partner will be required prior to final approval being granted. This is to ensure the facilities provided are appropriate for the type and volume of the learning to be undertaken and will enable to students to achieve the required learning outcomes.
- 3.11 Departments should visit the partner to assess suitability during the development stages of the proposal. Where the prospective partner will be involved in the face-to-face delivery of a University award (or a substantial amount of an award), APC may request that a nominated panel carries out a visit as part of the approval process in order to assess the suitability of the resources. The visit may include meetings with staff of the prospective partner and current students.

#### **Credit Transfer**

- 3.12 Where relevant, the Department should assess, at this stage, the curriculum and assessment regulations of the prospective partner to ensure suitability for the purpose of credit transfer.
- 3.13 The grade and credit transfer process is designed to allow for a fair and transparent system of transferring credit and grades from one institution to another in order to capture the equivalent grade/academic performance within the home University grading scale
- 3.14 Heads of Department should appoint a member of academic staff to be responsible for the operation of credit and grade transfer for programmes within the department.
- 3.15 As part of the consideration of the academic case for the establishment of student exchange agreements, academic departments supported by the Future Students Office should ensure that the threshold academic standards, teaching and learning structures, assessment practices



and quality assurance processes are sufficient to demonstrate equivalency of standards with the University of Leicester.

- 3.16 For each partner university, departments should design a partnership-specific methodology for credit and grade transfer, which takes into account:
- The higher education context of the country;
  - Entry levels;
  - Levels of study;
  - Appropriate comparable credit workload;
  - Grading systems;
  - Statistics relating to the performance of students in the partner institution.
- 3.17 The Board of Examiners responsible for the programme of study will retain overall responsibility for the process of grade and credit transfer.
- 3.18 Before the start of the study period at the partner university, an individual programme of study should be agreed with each student and formalised within a Learning Agreement. The Learning Agreement acts as a 'credit transfer promise' and offers a guarantee to students that the credits specified within the Learning Agreement are appropriate, have been approved and will be transferred back to their University of Leicester degree. Departments should ensure that before commencement of their study overseas, students fully understand their study obligations and how the marks achieved whilst overseas will be used.

#### **Legal agreement**

- 3.19 All partnership agreements must be underpinned by an agreement which clearly sets out the responsibilities of each partner in the delivery and management of the arrangement (see Appendix 5).
- 3.20 Departments should initiate the drafting of an agreement following approval of the business case, noting that the time taken to negotiate the details of the agreement between partners can often be lengthy. Student exchange agreements will be drafted by the Future Students Office.

#### **Consideration of the academic case - general**

- 3.21 The point of academic approval for a proposal will depend on the risk level. For lower risk proposals such as progression and articulation agreements the point of final approval will be the Collaborative Partnerships Management Group. For higher risk proposals consideration will be undertaken by a Programme Approval Panel or another body as set out in Appendix 1.

#### **Consideration of the academic case – approval of new University programmes**

- 3.22 The development and approval of new programmes with other providers leading to a University award or the award of credit follow the process set out in the Code of Practice for the Development, Approval and Modification of Taught Provision.

- 3.23 In addition to the standard documents for programme approval programme teams will be required to submit a draft partnership agreement and any additional documentation specified by the Quality Office.
- 3.24 The Quality Office will ensure that the relevant approval body as set out in Appendix 1 is provided with a copy of the risk assessment report that has been approved at the appropriate level.
- 3.25 Programme Approval Panels will consider proposals in accordance with the standard requirements of the Code of Practice for the Development, Approval and Modification of Taught Provision but will also consider the following areas taking account of their relevance to the nature of the proposed arrangement:
- Responsibilities for marketing, recruitment and admissions and the maintenance of student records
  - Responsibilities for teaching assessment and curriculum development
  - Provision of learning resources and student support
  - Appointment, monitoring and development of partner staff
  - Equivalence or transfer of credits from partners
  - Arrangements for programme management e.g. boards of study, examination boards
  - Management of quality and standards e.g. external examiners, annual monitoring, student feedback arrangements
  - Arrangements for students to complete the programme should the partnership agreement be terminated
  - Responsibilities for handling student complaints and appeals
  - Quality assurance and enhancement mechanisms
  - Quality of learning opportunities, specifically whether the partner is able to offer learning opportunities equivalent to those delivered by the University
  - Whether staff are appropriately qualified to deliver programmes at the specified level
- 3.26 Where a partner will be delivering a whole programme the Programme Approval Panel will specify a maximum student intake to the programme per cohort, based on the resource information in the business case and other information on the capacity of the department and the partner.

#### **Consideration of the academic case – progression arrangements**

- 3.27 For progression arrangements, consideration of the academic case will focus on assessing whether the partner's programme is of an appropriate standard as an entry qualification onto one or more of the University's programmes. This will be considered by the submission of a brief report to the Collaborative Partnerships Management Group focussing on the coverage of the partner's syllabus and any particular pre-requisites or achievement thresholds that may be required.

### **Consideration of the academic case – overseas student exchange**

- 3.28 Following the risk assessment processes set out in Appendix 1, College Academic Committees will consider and approve the academic case for new overseas student exchange partnerships for existing current degree programmes with a year abroad.
- 3.29 Following the risk assessment processes set out in Appendix 1 and initial consideration by College Academic Committees, Programme Approval Panels will consider and approve proposals to add a student exchange variant to existing degree programmes.
- 3.30 The academic case for an overseas student exchange will be considered in accordance with the Code of Practice for the Development, Approval and Modification of Taught Provision but will also consider the equivalence or transfer of credits from partner universities.

### **Approval of Arrangements for an Associated Institution or with Private Providers of Higher Education**

- 3.31 A decision to develop a relationship with another provider which would lead to its recognition as an Associated Institution or enable it to offer programmes leading to a University award is a strategic decision which is initiated at University level.
- 3.32 Initial consideration of a proposal will take place at the University Leadership Team (ULT) which will determine whether the proposal is consistent with the University's Strategic Plan and Mission Statement and therefore worthy of further consideration.
- 3.33 Where a decision is taken to pursue the proposal ULT will request that the Academic Policy Committee establish a panel to manage consideration of the proposal.
- 3.34 The first step of the approval process will involve the commissioning by the Academic Policy Committee of due diligence checks and a risk assessment.

### **Approval of Validation Arrangements, Dual and Joint Awards**

- 3.35 Proposals for the validation of a specified programme will normally be initiated at College or departmental level, following preliminary discussion with potential partners.
- 3.36 Initial consideration of the proposal should take place at departmental or College level to determine whether it is an initiative with which the department/College wishes to pursue.
- 3.37 Where a decision is made to pursue the proposal the department should consult the Quality Office.
- 3.38 The Quality Office will initiate due diligence checks and a risk assessment with the assistance of the relevant department and relevant University professional services as necessary.
- 3.39 A report on the due diligence checks and risk assessment will be presented to the Academic Policy Committee which will determine whether or not the proposal should proceed to further consideration.
- 3.40 Where a proposal is given approval to proceed a business case will be prepared for consideration by the University Portfolio Management Group.
- 3.41 Once the business case has been approved by UPMG the programme will proceed to programme approval.

### **Approval of Split-Site PhD Arrangements**

- 3.42 The approval process for establishing split-site PhD arrangements differs according to whether the collaboration is at institutional level or for an individual student.
- 3.43 The formal approval process for institutional arrangements involves approval by the College or CPMG (as appropriate), APC and the Postgraduate Research Policy Committee (PGRPC).
- 3.44 Arrangements for individual split-site PhD students require the approval of the Graduate Dean on behalf of PGRPC through the submission of a detailed study plan. A report on arrangements approved for this route will be made to PGRPC.
- 3.45 The University's policy on Split-Site PhDs and detailed requirements are given in Appendix 8.

#### **Approval of Articulation Agreements**

- 3.46 Initial discussions take place between the relevant department and partner.
- 3.47 The Quality Office will undertake a risk assessment for consideration by the Collaborative Partnership Management Group (CPMG).
- 3.48 If approved the business case will be considered by the College Business Group.
- 3.49 The academic case will be considered by the Collaborative Partnerships Management Group, including modular and ILO mapping, pre-requisites and achievement thresholds that may be required.
- 3.50 An agreement is drafted and signed with a formal report made to APC via CPMG.

#### **Approval of Educational Delivery Partners, Support Providers and Progression Accords**

- 3.51 Initial discussions take place between the relevant department and partner,
- 3.52 The Department undertakes a risk assessment for consideration by CPMG.
- 3.53 The College Business Group considers the business case.
- 3.54 The Academic case is considered by CPMG and, if approved, an agreement is drafted and signed, with a formal report being made to APC.

## Section 4

### Quality Assurance Arrangements

#### Introduction

- 4.1 The relevant Head of Department is responsible for nominating a member of the University's staff to act as the partnership manager who will be responsible for overseeing the management of the partnership arrangements. The Head of Department will keep the Quality Office informed of staffing changes to this role.
- 4.2 The Head of Department is also responsible for ensuring that the Department takes ownership for the programme and embeds it within the University's standard quality assurance and enhancement processes.
- 4.3 The partnership manager is responsible for ensuring that information regarding the partnership is provided to relevant University offices and committees and for ensuring that the partner is provided with all necessary information from the University. Further details of the responsibilities of the role are given in Appendix 7.

#### Monitoring and Review of Collaborative Programmes and Arrangements

- 4.4 All modules and programmes offered through collaborative arrangements will be subject to monitoring and review in accordance with the University's Code of Practice on annual and Periodic Developmental Review.
- 4.5 Modifications to the curriculum of programmes offered through partnership arrangements will comply with the requirements of the Code of Practice for the Development, Approval and Modification of Taught Provision.
- 4.6 Partnership arrangements will be subject to formal review in accordance with the requirements of the partnership agreement. The normal expectation is that a review will be conducted at least every five years although the first review may take place after a shorter interval. The review will be undertaken by CPMG on behalf of APC.
- 4.7 At the point of the formal review the University will consider:
  - Whether the rationale for the partnership remains valid and continues to complement the University's Strategic Plan and Mission
  - Whether the partnership continues to have the support of the relevant academic department/College
  - Whether the partner institution continues to have an appropriate academic, financial and legal status and a satisfactory record with respect to quality assurance reviews
  - Whether the programme continues to meet required academic standards and offers students appropriate learning opportunities
  - Whether the partnership arrangements are continuing operate satisfactorily
- 4.8 On conclusion of the review CPMG will make a formal recommendation to APC on whether the partnership agreement should be renewed.

- 4.9 In addition to formal review of the partnership the Academic Policy Committee will require a brief annual report on the operation of the partnership from the relevant academic department/College to be submitted to CPMG.
- 4.10 Any requests for increases in the permitted number of students per cohort or mode of delivery (e.g. full-time, part-time, distance learning, campus-based etc.), as established at programme approval, will be considered by CPMG.

#### **Termination of Collaborative Arrangements**

- 4.10 The notice period and process for ending a partnership will be set out in the partnership agreement.
- 4.11 A partnership agreement may come to an end for various reasons but in all cases withdrawal from the agreement must be managed carefully to continue to ensure that academic standards and learning opportunities are maintained for students registered on the programme.
- 4.12 Where the termination of the partnership results in the closure of a University programme this must first be approved by the University Portfolio Management Group.
- 4.13 Academic Policy Committee must be formally notified of the termination of any partnership.
- 4.14 Where the termination of a partnership is the result of a strategic decision taken by one of the parties, recruitment to the programme will cease by the agreed date and the partnership will operate solely to allow students already registered to complete the programme.
- 4.15 Where termination is due to breach of contract or where serious quality assurance or other concerns are raised which cannot be resolved, the University will put in place arrangements to allow students already registered to complete their programme. Students will be notified of the partnership termination and be provided with clear information regarding the arrangements for completing their programme.

#### **Working with Professional and Statutory Bodies in Collaborative Provision**

- 4.16 Some Professional and Statutory Bodies have specific requirements relating to the accreditation of collaborative partners. Departments must establish the requirements of a particular professional body before putting forward a proposal for consideration by the University.

## Section 5

### Student Placements

- 5.1 Placements are periods of work experience undertaken by students as part of their programme of study, which are required in order to fulfil the learning outcomes. Placements usually fall into one of the following categories:
- a work placement where a student gains work experience relevant to the programme, for example a year abroad, year in industry or teaching experience as part of a PGCE
  - research placements, for example research projects undertaken in a laboratory or equivalent
  - clinical placement, for example medical electives undertaken by medical students or placements undertaken by clinical psychology
- 5.2 The inclusion of placements within programmes will be tested as part of the programme approval process to ensure that placements:
- are integrated within the curriculum
  - have processes in place for ensuring the scope of any projects undertaken on placement align with the learning outcomes of the programme
  - have clear mechanisms in place for demonstrating and assessing the outcomes of placement learning
  - are consistent with subject benchmarks
  - comply with requirements of relevant PRSBs
- 5.3 Any of these placements may be with a Placement Provider i.e. an organisation where the placement takes place which may be either in the UK or another country. Placements may also take place occasionally within the University.
- 5.4 Placements may be compulsory or an optional part of a programme but must be planned and count towards the learning outcomes. Placements may be organised by the University or, with its agreement, by a student. They do not include part-time term or vacation work arranged by students which is not a planned part of the programme.
- 5.5 The length of a placement may vary and may take place during term time, vacations or both.
- 5.6 Students on placement remain registered students of the University and the University retains responsibility for ensuring the learning opportunities provided by the placement are appropriate and the placement provider is fully aware of its responsibilities and obligations.
- 5.7 Placement providers must be carefully selected, bearing in mind that the University has a responsibility towards its students and should be able to demonstrate that appropriate steps have been taken to mitigate risk.
- 5.8 The responsibilities of the various parties involved in a placement must be clearly articulated and a placement agreement must be in place before students commence the placement. Responsibilities are articulated in Appendix 9 and a sample agreement can be found in Appendix 11.

- 5.9 Where a department's provision incorporates placements there should be at least one member of staff who is the placement co-ordinator. The placement co-ordinator will ensure that students receive the necessary information in advance of their placement and will ensure that contact is maintained during the placement.
- 5.10 A placement provider must provide a placement supervisor/mentor who should ensure that students are made aware of all requirements, including those pertaining to health and safety.
- 5.11 A site visit may be undertaken by a member of University staff to the placement provider before the first student undertakes a placement if this is considered necessary. This visit should include a risk assessment. Where a site visit is not undertaken the Department should still carry out a risk assessment to identify any issues before a student takes up a placement at the placement provider.
- 5.12 Departments should ensure that, where required, any statutory checks, for example by the Disclosure and Barring Service (DBS), are undertaken before a student starts a placement.
- 5.13 Departments should ensure that there are clear procedures in place for dealing with any concerns or complaints from either students or placement providers during the placement period. There should also be a clear policy on communicating with students during their placement.
- 5.14 Any additional costs associated with placements should be clearly published to ensure that students and prospective students are aware of them prior to committing to the programme.
- 5.15 Departments should have a policy in place for dealing with a possible breakdown of the placement, including the potential consequences and the effect this may have on students' progression.
- 5.16 Departments should review the appropriateness and effectiveness of placements as part of annual and periodic developmental review and should put in place mechanisms for collecting feedback from students and placement providers on their experiences.

#### **Placements undertaken in another country**

- 5.17 The following additional considerations apply where a student undertakes a placement in another country.
- 5.18 Departments should satisfy themselves that students who are due to spend a period of study in a country where English is not the first language have sufficient oral and written competence in the language of the country to be visited to ensure that they can benefit from the experience.
- 5.19 Where the content of the programme does not prepare students going overseas for the cultural, social or academic experience of studying abroad, departments should provide appropriate support and information and any practical details. In addition, the International Office can provide support to assist students preparing for specific mobility programmes.
- 5.20 Students should be made aware that they will be subject to the laws of the host country.
- 5.21 Students should, where possible be given the opportunity to meet other students who have spent time abroad in previous years.
- 5.22 Students visiting countries in the EEA should be informed about reciprocal health care arrangements.



- 5.23 Students visiting other countries should be advised to seek appropriate advice about compulsory and recommended preventative health measures, including vaccination requirements.

## Section 6

### Overseas student exchange

- 6.1 Overseas student exchange is defined as a period of study undertaken by students as part of their programme of study or as part of an extra-curricular opportunity organised by the University, at a partner university with which the University has a formal agreement.
- 6.2 Overseas exchanges are normally either an academic study placement for one semester or an academic year or a period of study at a partner university during the summer vacation.
- 6.3 The inclusion of an overseas student exchange within a programme will be tested as part of the programme approval process to ensure that the student exchange programme:
- is integrated within the curriculum
  - has processes in place to ensure the scope of any projects undertaken whilst on the exchange align with the learning outcomes of the programme
  - has clear mechanisms in place for demonstrating and assessing the learning outcomes
  - has clear mechanisms for assessing grade equivalences and credit transfer in accordance with the University's policy on international credit transfer
  - is consistent with subject benchmarks
  - complies with requirements of the relevant PRSBs (where appropriate)
- 6.4 Overseas student exchanges may be compulsory or an optional part of a programme but must be an integral part of the programme and reflected in the intended learning outcomes.
- 6.5 The duration of a student exchange study placement may vary and may take place during term time, vacation or both.
- 6.6 Students undertaking an overseas student exchange placement remain registered students of the University of Leicester and the University of Leicester retains responsibility for ensuring that the learning opportunities provided are appropriate and the partner university is fully aware of its responsibilities.
- 6.7 Partner universities should be chosen with care, bearing in mind the University's responsibilities to its students and should be able to demonstrate that appropriate steps have been taken to mitigate risk.
- 6.8 The responsibilities of the parties involved in overseas student exchange must be stated in a learning agreement. The respective responsibilities are articulated in Appendix 10 and a sample agreement can be found in Appendix 12.
- 6.9 Where a department offers programmes which incorporate student exchange there should be a departmental student exchange co-ordinator.
- 6.10 The student exchange co-ordinator will work with the International Office to ensure that students receive the necessary information in advance of their placement and is responsible for ensuring that contact with students is maintained during their placement.

- 6.11 Departments should satisfy themselves that students who are due to spend a period of study in a country where English is not the first language have an appropriate level of competence in the relevant language to ensure that they can benefit from the experience.
- 6.12 Students should be made aware that they will be subject to the laws of the host country.
- 6.13 Students should, where possible be given the opportunity to meet other students who have spent time abroad as part of their degree programme.
- 6.14 Student visiting countries in the EEA should be informed about reciprocal health arrangements.
- 6.15 The University of Leicester retains overall responsibility for ensuring that the student exchange opportunities available to students are appropriate.
- 6.16 Departments, in conjunction with the International Office, will review the appropriateness of the student exchange arrangements available for students on their programmes, on a five yearly cycle. The review will include a paper-based element which can be supplemented by site visits where required. The overall review schedule will be co-ordinated by the International Office, with input from staff in academic departments where appropriate.
- 6.17 Student feedback on exchange agreements will be reviewed regularly, and may trigger an out of cycle visit to an exchange partner where necessary.
- 6.18 Any additional costs or funding opportunities associated with overseas student exchange should be clearly published to ensure that students and prospective students are fully aware of them prior to committing to the programme.
- 6.19 Departments should ensure that there are clear procedures in place for communicating with students and for handling complaints during their period abroad.
- 6.20 Departments should ensure there is a policy in place for handling any breakdown of an exchange, including potential consequences on a student's progression.
- 6.21 Departments should review the appropriateness and effectiveness of overseas student exchange opportunities in accordance with the Exchange Partnership Review Plan and should put in place mechanisms for monitoring feedback from students and partner universities, complaints or any other significant issues in collaboration with the International Office.
- 6.22 Departments should ensure that they receive a transcript of marks from the partner University for each Student to enable them to calculate grade and credit equivalence as appropriate.

## Appendices

Appendix 1	Collaborative Approval Matrix
Appendix 2	Approval Flow Charts
Appendix 3	Risk Assessment
Appendix 4	Criteria for prospective partners
Appendix 5	Agreements with prospective partners
Appendix 6	Process and criteria for appointing staff
Appendix 7	Partnership Manager Role and Responsibilities
Appendix 8	Split-Site PhD guidelines
Appendix 9	Responsibilities for placements
Appendix 10	Responsibilities for student exchange
Appendix 11	Placement agreement template
Appendix 12	Student Exchange agreement template
Appendix 13	Collaborative Partnerships Management Group

## Collaborative approval matrix

Type of arrangement	Risk assessment		Business case		Visit to partner		Academic case	
	Completed by:	Considered by:	Completed by:	Considered by:	by department	by APC panel	Completed by:	Considered by:
Overseas Student exchange (Erasmus)	Department	International Office	Department	N/A	Required	N/A	Department	L&T Committee CAC APC via PAP (new degrees only)
Overseas student exchange (Study Abroad)	International Office	CPMG	Department	N/A	Required	N/A	Department	L&T Committee CAC APC via PAP (new degrees only)
Progression accord	Department	CPMG	Department	College Business Group	Preferred	N/A	Department	L&T Committee CPMG
Support provider	Department	CPMG	Department	College Business Group	Required	N/A	Department	CPMG
Educational-delivery partner for DL programme	Department	CPMG	Department	College Business Group	Required	N/A	Department	L&T Committee CPMG
Articulation	Quality Office	CPMG	Department	College Business Group	Preferred	N/A	Department	L&T Committee CPMG
Module delivery	Quality Office	CPMG	Department	UPMG / College Business Group <sup>1</sup>	N/A	Required <sup>2</sup>	Department	L&T Committee CPMG / PAP
Split-Site PhDs (institutional-level)	Quality Office	PGRPC	Department	UPMG	N/A	Required <sup>2</sup>	Department	PGRPC
Franchise	Quality Office	APC	Department	UPMG	N/A	Required	Department Quality Office	L&T Committee CAC APC via PAP
Validated programme	Quality Office	APC	Department	UPMG	N/A	Required	Department Quality Office	L&T Committee CAC APC via PAP
Dual or joint awards	Quality Office	APC	Department	UPMG	N/A	Required	Department Quality Office	L&T Committee CAC APC via PAP
Associated institution	Quality Office	APC	Department	ULT and Senate	N/A	Required	Department Quality Office	APC via PAP

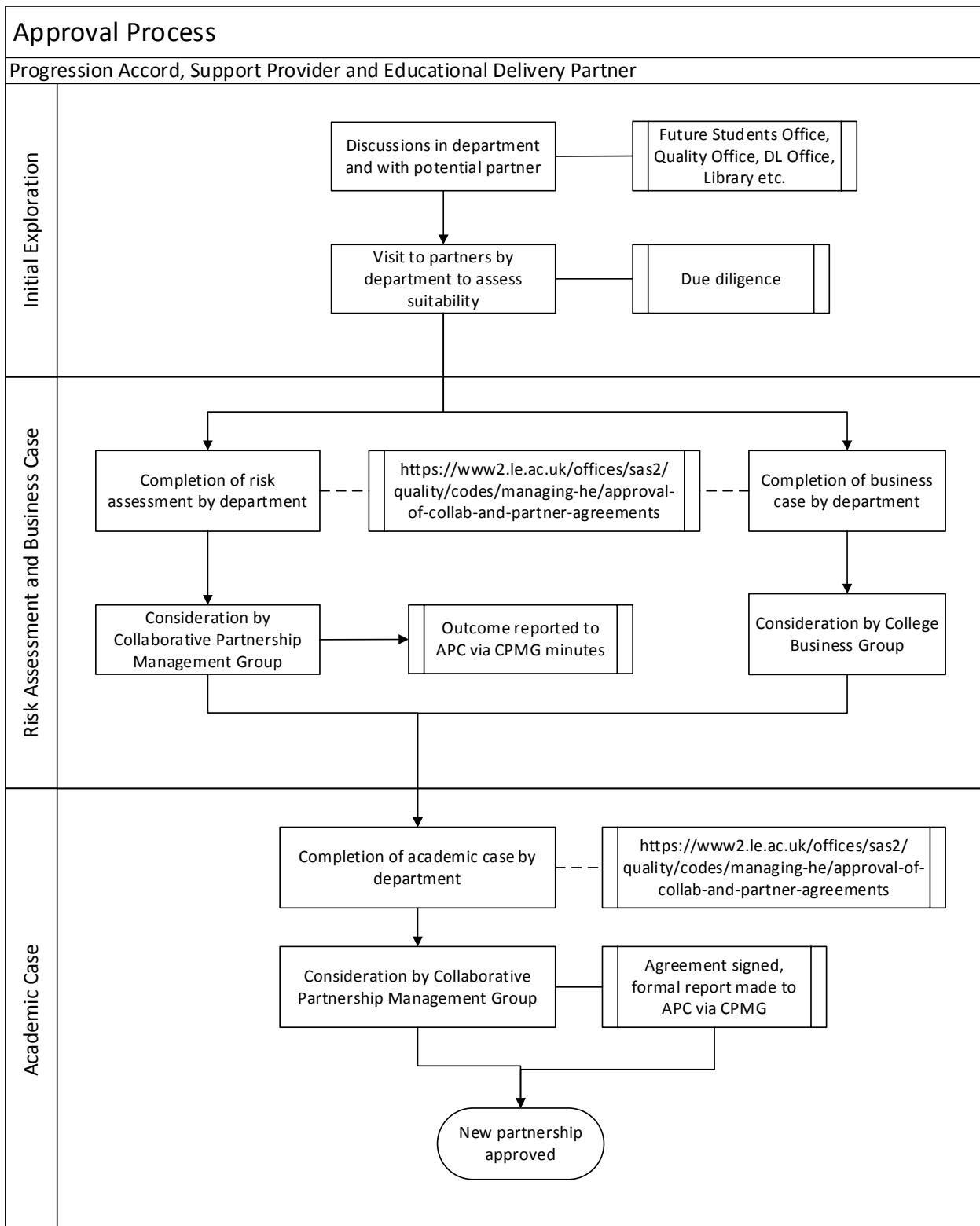
<sup>1</sup> UPMG for new programmes or College Business Group for collaborative delivery of modules on existing programme

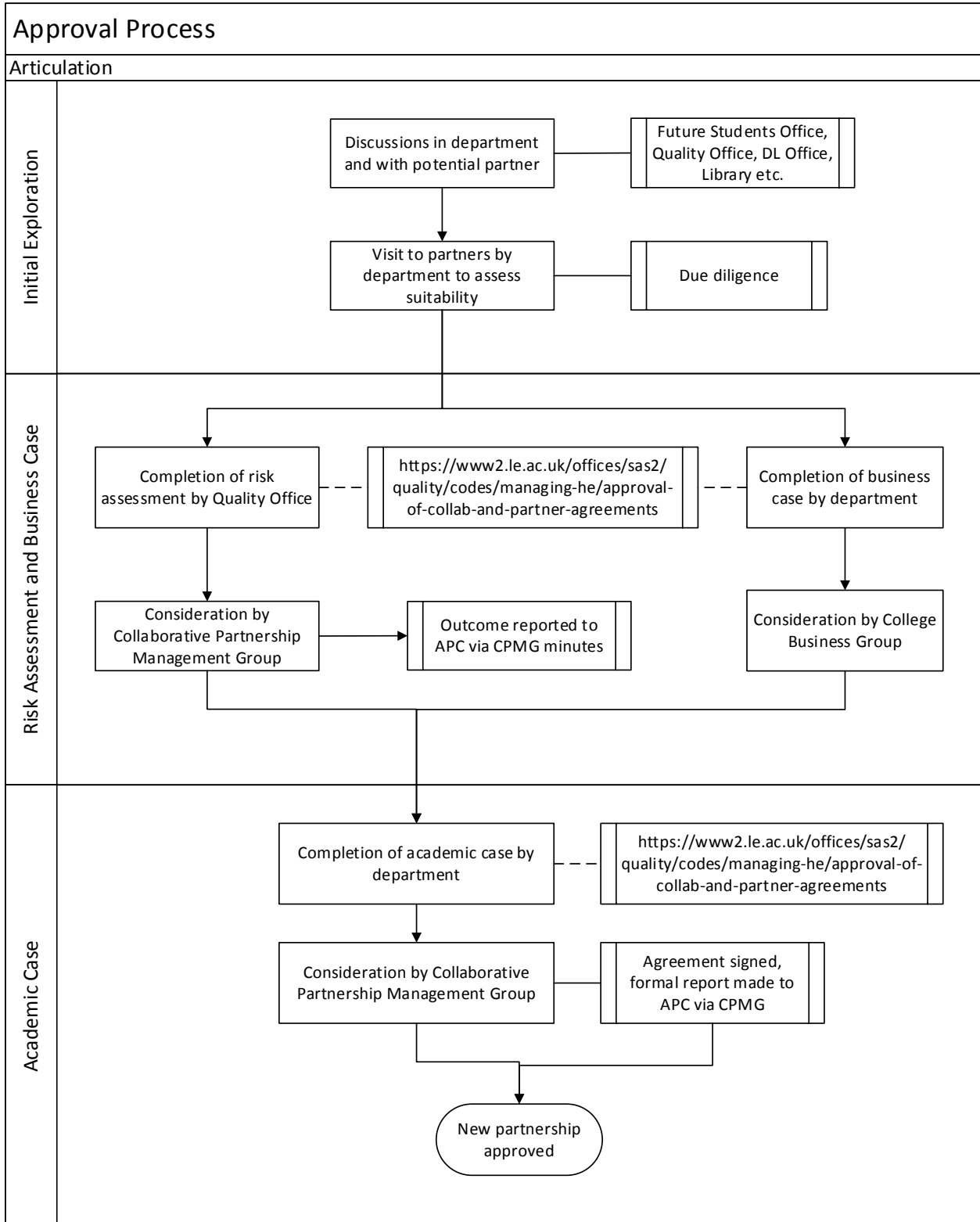
<sup>2</sup> May not be required where a low risk is identified in relation to physical resources and location. Will be determined by APC when considering risk assessment.

#### Glossary

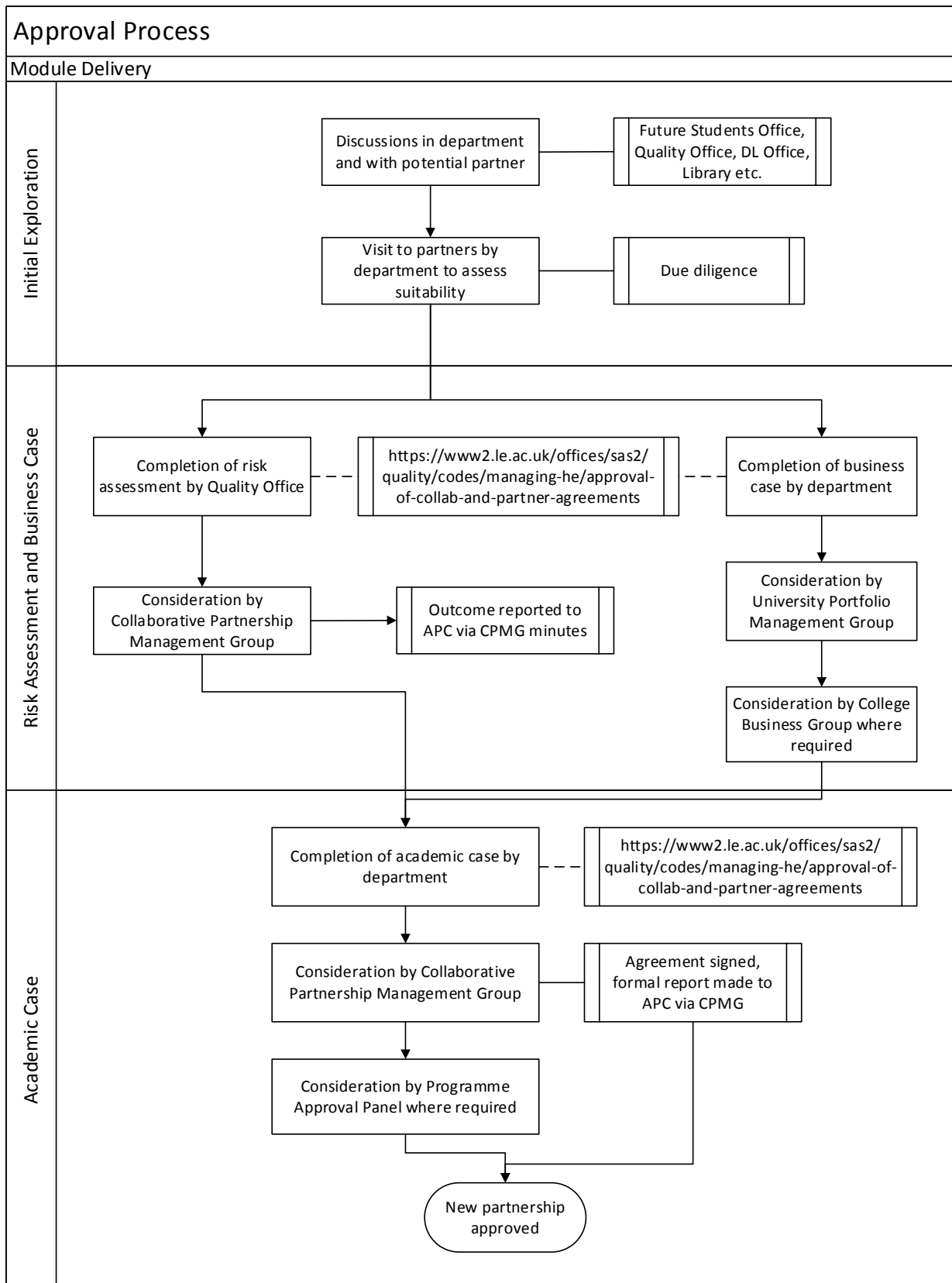
CPMG	Collaborative Partnerships Management Group
L&T Committee	Learning and Teaching Committee
APC	Academic Policy Committee
UPMG	University Portfolio Management Group
PGRPC	Post Graduate Research Policy Committee

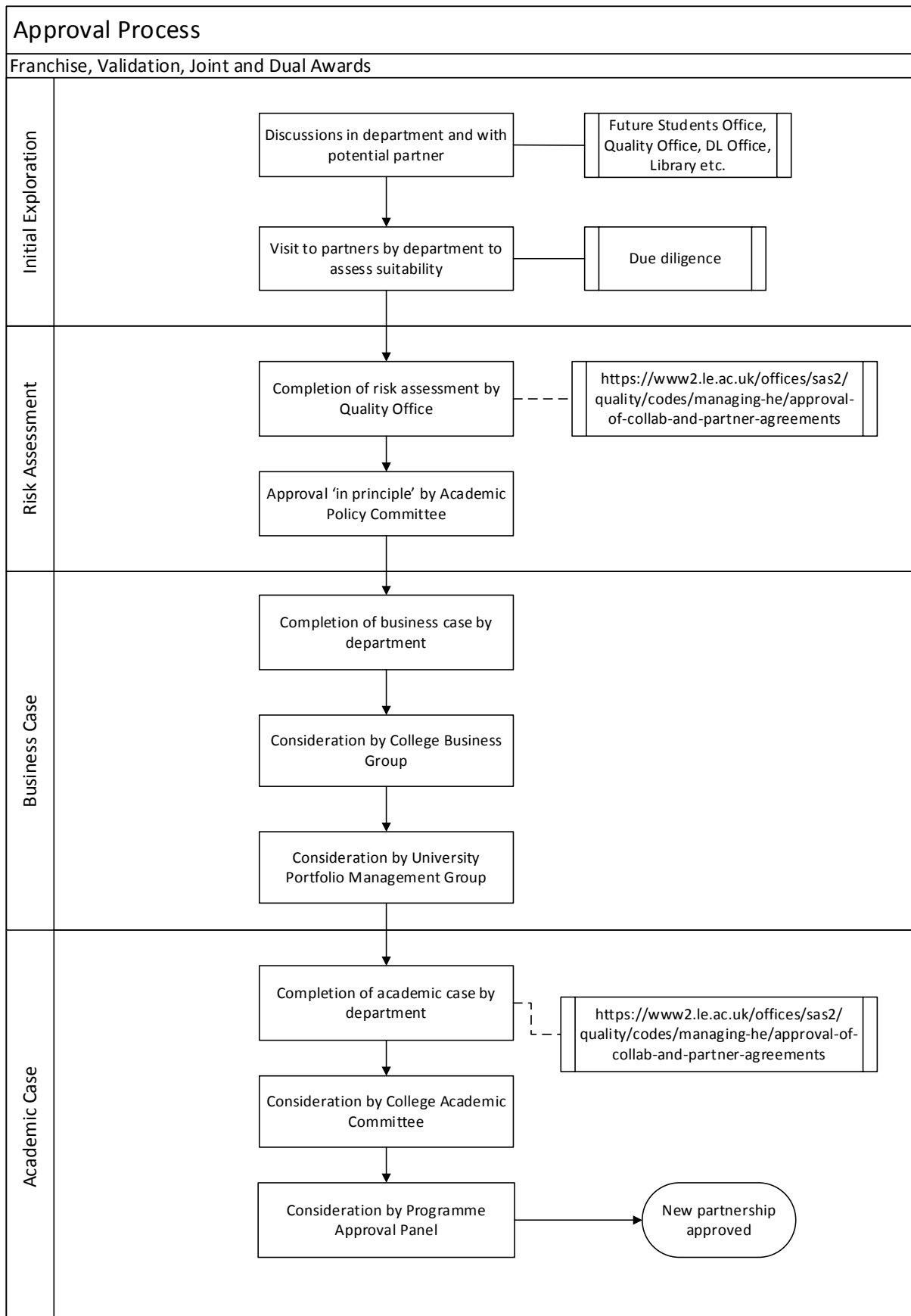
Approval Flow Charts

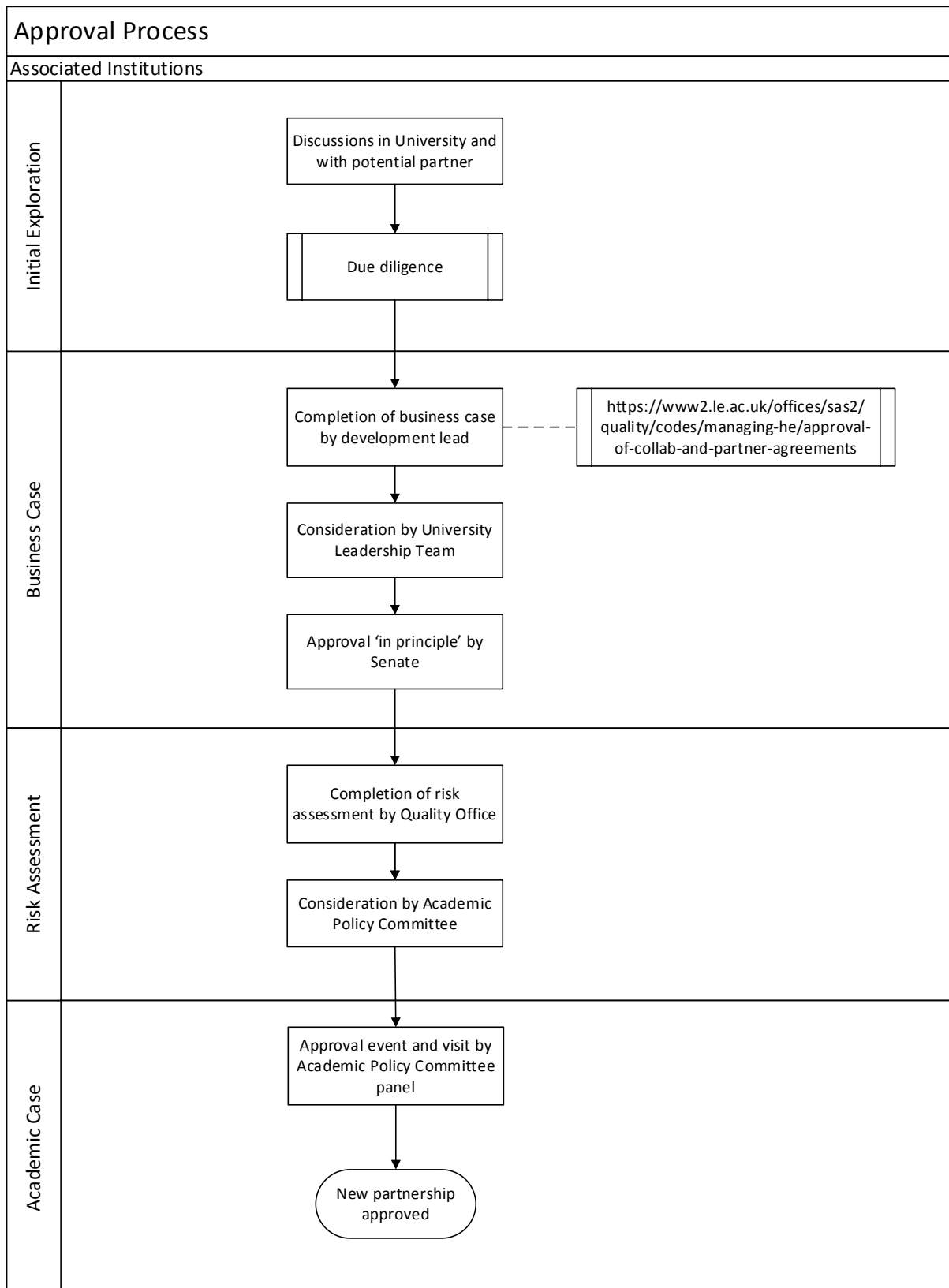




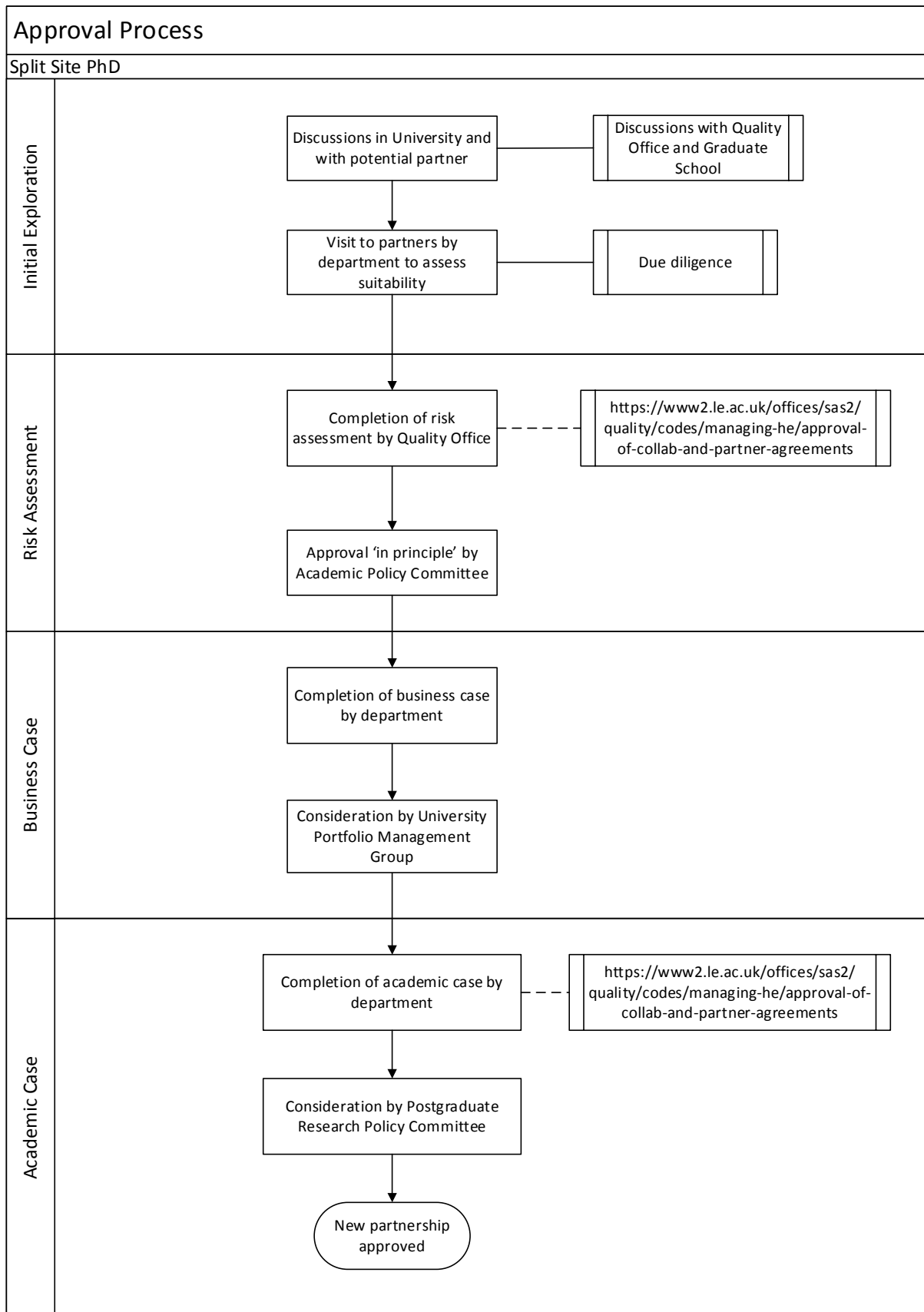


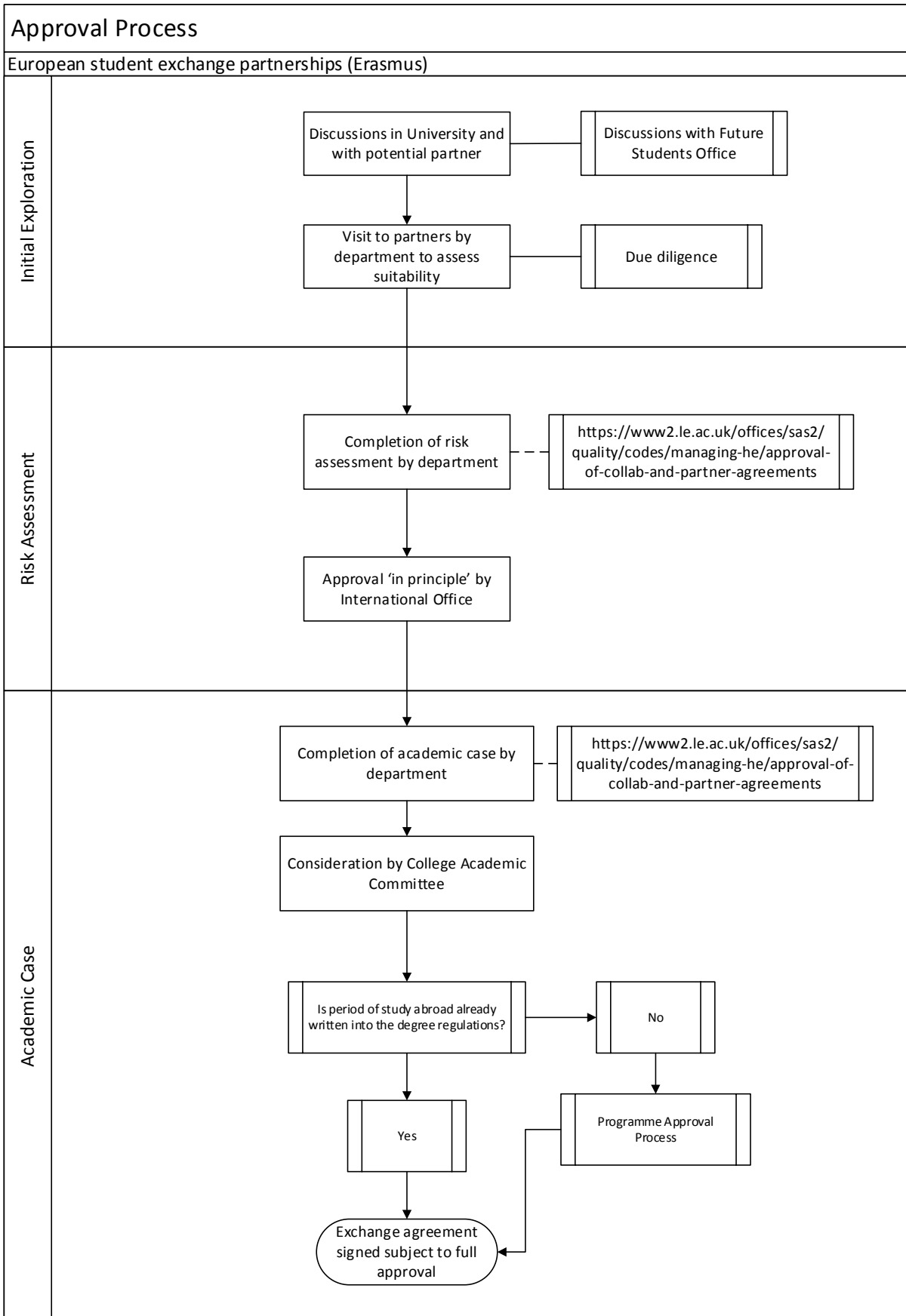


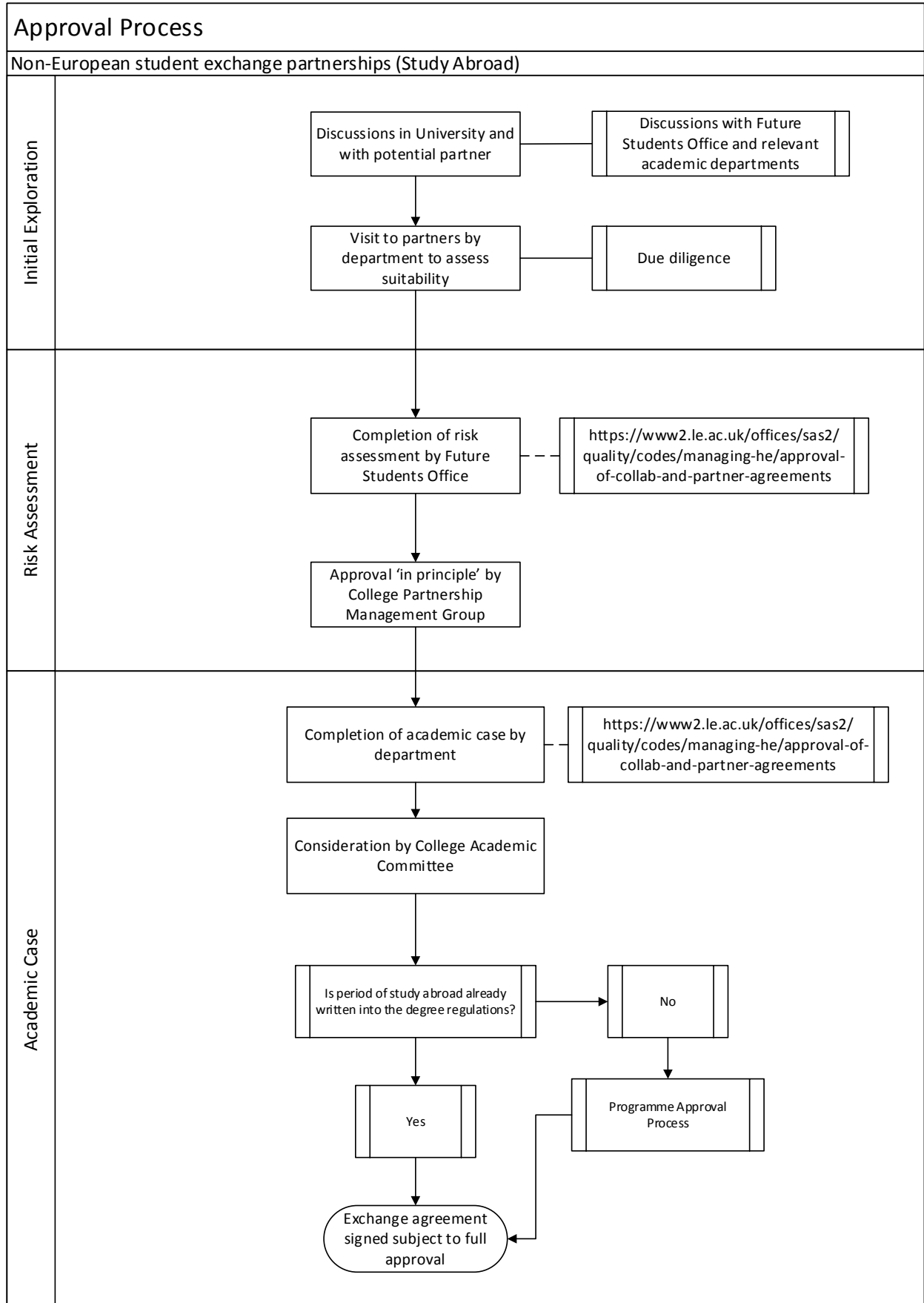




<https://www2.le.ac.uk/offices/sas2/quality/codes/managing-he/approval-of-collab-and-partner-agreements>







## University of Leicester

### Risk assessment report for new collaborative partnership

Before completing refer to section 2 of the Code of Practice on Collaborative Provision to determine the type of arrangement that is being proposed. Advice can be sought from the Quality Office. This form is **not** to be used for risk assessment of proposed *Associated Institutions* – the Quality Office will prepare a separate report for such proposals.

Please complete all sections as indicated. Completed reports should be submitted to the relevant Committee as indicated in Appendix 1 by the required deadline.

#### **Section 1 – basic information (required)**

- 1.0 Key University contact: [Click here to enter text.](#)
- 1.1 Lead University department: [Click here to enter text.](#)
- 1.2 Other University departments involved (where relevant): [Click here to enter text.](#)
- 1.3 Name of proposed partner institution(s) and location: [Click here to enter text.](#)
- 1.4 List any existing links with the partner within the University: [Click here to enter text.](#)
- 1.5 Intended date for start of the collaborative arrangement (approximate): [Click here to enter a date.](#)
- 1.6 Type of collaborative arrangement: [Choose an item.](#)

#### **Section 2 – Student Exchange**

- 2.0 Level of study: [Choose an item.](#)
- 2.1 Length of proposed student exchange: [Click here to enter text.](#)
- 2.2 Does the programme already include the option of student exchange? [Choose an item.](#)
- 2.3 Will the credits studied during the period abroad count towards the overall degree classification?  
[Choose an item.](#)

If no, what will be the requirement for passing the period abroad (i.e. pass all credits studied, achieve a particular credit weighted average)  
[Click here to enter text.](#)

If yes, how will the study abroad grades be calculated into the final degree classification?

[Click here to enter text.](#)

- 2.4 Is teaching at the proposed partner university in English?  
Choose an item.

If no, what mechanisms are in place to ensure that students are able to meet the required language competency before the start of the exchange period?  
[Click here to enter text.](#)

- 2.5 Does the proposed partner university have experience of hosting exchange students? Please give details.  
[Click here to enter text.](#)

- 2.6 Does the partner university offer any of the following services for exchange students [please tick as appropriate]:
- Language preparation and tuition [of the language of the country].
  - Welcome Programme / Induction
  - Dedicated support service for exchange students
  - University accommodation
  - Student mentoring / buddy programme
  - Other [give details]

### **Section 3 – Progression and articulation arrangements**

- 3.0 Name of partner's programme(s) and delivery mode (DL, campus based):  
[Click here to enter text.](#)

- 3.1 Level of programme and equivalence with UK qualifications, for overseas partners (e.g. level 4 – equivalent to UK 'A' level):  
[Click here to enter text.](#)

- 3.2 University of Leicester programme(s) that students will progress onto upon completion of the partner's programme (*please flag if any of these are not existing University programmes*):  
[Click here to enter text.](#)

- 3.3 Level of entry to the University programme (e.g. year 1, direct entry to year 2):  
[Click here to enter text.](#)

- 3.4 Specify if students will need to achieve a specific mark/grade in the partners' programme to progress to the University:  
[Click here to enter text.](#)

- 3.5 Specify if entry to the University guaranteed, or if students will still undergo standard admissions procedures: Choose an item.

***Please go to section 6***



**Section 4 – Support providers, educational delivery partners for distance learning programmes, module delivery, dual awards and joint awards**

4.0 Name of programme: [Click here to enter text.](#)

4.1 Level and mode: [Select level,](#) [Select mode](#)

4.2 New or existing University programme: [Choose an item.](#)

4.3 Amount of programme to be delivered by partner organisation (credits):  
[Click here to enter text.](#)

4.4 Level of involvement of the proposed partner organisation in the credits listed above:

Marketing

Student recruitment

Learning resources/Library

Physical resources

Tutorial /personal support

Student administration

Teaching

Assessment and marking

Provide further details below:

[Click here to enter text.](#)

4.5 Who will be responsible overall for the design of the curriculum, teaching and learning methods? [Choose an item.](#)

4.6 *For joint/dual awards only-* please specify what awards will be available to the student upon completion and from which awarding body:  
[Click here to enter text.](#)

***Please go to section 6***

**Section 5 – Franchise and validated programmes**

5.0 Name of programme: [Click here to enter text.](#)

5.1 Level and mode: [Select level,](#) [Select mode](#)

5.2 New or existing University programme: [Choose an item.](#)

5.3 Amount of programme to be delivered by partner organisation (credits):  
[Click here to enter text.](#)

5.4 Level of involvement of the proposed partner organisation in the credits listed above:

Marketing   
Tutorial /personal support

Student recruitment   
Student administration

Learning/Library resources   
Teaching

Physical resources   
Assessment and marking

Provide further details below:

[Click here to enter text.](#)

5.5 Library resources available to support the programme (consult the University Library regarding availability of UOL resources)

[Click here to enter text.](#)

5.6 Who will be responsible overall for the design of the curriculum, teaching and learning methods? Choose an item.

***Please go to section 6***

**Section 6a – Risk assessment for new partner institutions**

For existing partnerships (with a new collaborative arrangement) please go to section 6b

The table below is designed to assist with assessing the level of risk associated to the proposed partner organisation and partnership arrangements. A score is given to a series of factors and the total score gives an indication of risk from low to high.

	Score available	Score given	Further information
<b>Partner's location</b>			
UK	1	Choose an item.	For overseas partners clarify the legal status of the partner in its own country and capacity to contract with the University. Outline any legal requirements of the country (i.e. government registrations) needed to enter into the partnership.
Europe	3		
Overseas other	5		
<b>Partner's status</b>			
University	1	Choose an item.	For private and charitable organisations provide further detail on their ownership, funding status and legal capacity to enter into the partnership. Detail any links or registered interests with other organisations which may present risks to the University.
Publically funded FE College	3		
Private College / organisation	5		
Charitable body	5		
<b>Partner's quality assurance reputation</b>			
Satisfactory outcome from regulatory body, e.g. QAA	1	Choose an item.	Detail basic outcomes from relevant regulatory body (e.g. QAA) or accreditations gained. Clarify if there are no relevant regulatory bodies in operation (overseas partners).
No regulatory body, relevant accreditations gained	3		
No regulatory body, no relevant accreditations	5		
Unsatisfactory outcome from regulatory body	7		
<b>Partner's size</b>			
Large, well resourced	1	Choose an item.	Provide further detail on size (student and staff numbers) and resources.
Small, generally well-resourced	3		
Large or small, generally limited resources	5		
<b>Partner's experience of programmes at the proposed level</b> (for progression/articulation arrangements this refers to level of partner's programme)			
Extensive experience	1	Choose an item.	Detail levels of programmes offered by the partner. For overseas partners clarify equivalence with UK HE levels.
Limited experience	3		
No previous experience	5		
<b>Partner's previous experience with collaboration arrangements</b> (as defined in the Code of Practice)			
Has collaboration arrangements with UK HEIs	1	Choose an item.	List names of UK HEIs (or others) and detail on nature of partnerships for current and past (3 years if possible) partnerships. Where possible focus on
Has collaboration arrangements with non-UK HEIs	3		

	Score available	Score given	Further information
Has student exchange arrangements with UK HEIs only	3		those most relevant to this proposed partnership (e.g. subject area, similar collaborative arrangement).
Research collaborations/other only	5		
<b>Collaborative arrangement proposed</b>			
Student exchange, Progression accord, support provider, educational-delivery provider for DL programmes	1	Choose an item.	Provide any further detail on responsibilities of the partner in the arrangement not previously covered under sections 3-5 above. For joint awards confirm the legal capacity of all institutions to jointly grant academic awards.
Articulation, consortium, module delivery	3		
Franchise, validation	5		
Dual award, joint award	7		
<b>Level of programme (not applicable to progression/articulation arrangements)</b>			
Level 1-3 (pre-HE)	1	Choose an item.	For overseas partners, clarify equivalence with UK HE levels.
Level 5-6 (UG)	3		
Level 7 (PG)	5		
<b>Department's experience of collaborative arrangements (as defined in the Code of Practice)</b>			
Some (current or past 5 years)	1	Choose an item.	Provide further detail of experience.
None	3		

**Total score:** [Click here to enter text.](#)

**Risk rating:** Choose an item.

**(low risk = 7-20, medium risk = 21-34, high risk = 34-47)**

**Section 6b – Risk assessment for existing partner institutions (new collaborative arrangement)**

6.1 Provide a summary of the successes and challenges of the existing/previous arrangements, taking into account the following issues as appropriate<sup>1</sup>:

- Compliance to University regulations, quality assurance mechanisms
- Day-to day management of the arrangement(s)
- Strategic development and governance of the partnership

[Click here to enter text.](#)

6.2 Provide a summary of the capacity of the partner to enter into the new arrangement, taking into account the categories listed in the table in Section 5a above:

[Click here to enter text.](#)

**Section 7 – additional information (not required for progression/articulation arrangements)**

7.0 Financial standing of proposed partner organisation and ability to provide resources for the proposed arrangement:

[Click here to enter text.](#)

<sup>1</sup> Where the new arrangement is linked to a different department, an account of the partnership should be sought from the other department.

*(For overseas (non-EU) organisations)*

7.1 Information on the social, political or economic climate of the country (as appropriate) and the higher education structure:  
[Click here to enter text.](#)

*(For arrangements where the partner will be involved in teaching or assessment)*

7.2 Partners experience of teaching in English (please specify if it is the intention that any of the programme will be delivered in a language other than English):  
[Click here to enter text.](#)

7.3 Confirm that CVs of any staff involved in the teaching or assessment have been received and approved by the department as appropriate. Detail staff development opportunities available to staff at the partner organisation and confirm performance monitoring systems are in place:  
[Click here to enter text.](#)

**Section 8 – visits to the partner organisation (required)**

8.0 Has a visit to the partner taken place during the development phase of this arrangement?  
Yes  No<sup>2</sup>

8.1 If yes, provide further detail on who undertook the visit and considerations given to suitability of resources  
[Click here to enter text.](#)

**Section 9– recommendations (required)**

9.0 Recommendation regarding the suitability of the proposed partner to deliver the proposed arrangements (including justification):  
[Click here to enter text.](#)

9.1 Additional information (including any recommendations for visits):  
[Click here to enter text.](#)

**Section 10 – Conditions of approval**

**This section is for use by the approving body only.**

On the basis of the risk assessment what, if any, additional factors or processes for mitigating the risk associated with this proposal have been taken into account?  
[Click here to enter text.](#)

Report completed by: [Click here to enter text.](#)

Date: [Click here to enter a date.](#)

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<sup>2</sup> For arrangements involving new University programmes an APC panel may be required to visit the partner. Recommendations for this will be included in section 7.1.

## **Appendix 4**

### **Criteria to be considered when considering prospective partners**

Departments should be aware of the following criteria against which proposals for working with others to deliver Higher Education will be considered:

1. Potential benefit to the University
2. The overall academic standing and reputation of the partner
3. Whether the partner is one with which the University can legally contract
4. Its financial stability and its ability to provide appropriately qualified and experienced staff and other resources to run the programme, including access to its own library and IT services
5. The robustness of its quality assurance and enhancement processes at institutional or organisation level and its record in quality assurance reviews (QAA or equivalent)
6. Whether the organisation has appropriate administrative support for quality assurance
7. Whether it has experience of delivering programmes at the same level or can demonstrate potential to do so
8. Whether the partner is able to demonstrate a knowledge, understanding and commitment to the requirement of the UK Quality Code for Higher Education
9. Whether the partner has an appropriate infrastructure to support students
10. Potential implications for approval by PRSBs

In addition where proposed partners are located overseas:

11. That the prospective partner has an understanding of current practices in UK higher education
12. That the prospective partner can address differences in expectations and cultures between higher education systems to ensure that the requirements of the arrangement can be fulfilled
13. That the medium of instruction and assessment is English

## **Appendix 5**

### **Agreements with Prospective Partners for Validation of a programme or multiple programmes**

The Quality Office and the University's Legal Advisor can advise on the type of agreement required for partnerships. The following should be taken into account where an agreement is being drafted with a prospective partner organisation.

#### **Regulatory and Legal requirements**

This is particularly relevant for overseas agreements where there may be local regulatory body requirements. Any prospective partners are responsible for ensuring that they are compliant with such requirements before an agreement is approved.

#### **Financial Arrangements**

Full details should be incorporated, including details of fees and other payments, when these are due and how they are to be paid. Arrangements for review.

#### **Regulations**

Senate Regulations will normally apply.

#### **Medium of Instruction and Assessment**

This must be English.

#### **Programme Design and Delivery**

The partner is usually responsible for the design and delivery of the programme. This will be tested and approved through the programmes approval process.

#### **Learning resources**

The partner is usually responsible for providing access to library resources, IT facilities and other learning resources. Students on validated programmes are not covered by the University's digital library and software licences. Permission for partners to use such resources must be sought in each case. The publisher or software provider may refuse permission or charge additional fees.

#### **Marketing and Publicity Materials**

The University should maintain effective control of publicity and marketing materials, including those published by partners. Agreements will specify how this control will be exercised.

#### **Admissions**

In partnership arrangements of this type admissions are expected to be the responsibility of the partner, providing students meet the minimum entry requirements agreed by the University.

#### **Registration**

Students registered on programmes delivered by other organisations but awarded by the University are not normally registered as University students. Agreements must specify the arrangements, however, including the mechanisms for reporting to the University.

## **Student Progress**

The University is responsible for progression of students on collaborative provision programme and needs to maintain up to date records. It therefore needs to ensure that arrangements are in place with the partner to provide the necessary data.

## **Information for Students and Student Handbooks**

The partner is responsible for providing information to its students, including a student handbook although it will be expected to conform to the guidelines issued by the University. The University needs to ensure that students are provided with accurate and comprehensive information and with respect to the partnership this should include:

- Details of the collaborative partnership, including the responsibilities of the respective parties
- Information about the status of the student with respect to the University including any entitlement (or not) to University services
- Information on complaints and appeals and the various stages of these, particularly if the University is the final stage (see below)
- The nature of the University's award and details the student should expect to see recorded on the degree certificate and transcript

## **Programme Management**

To include key staff contacts, for example the Programme Director and arrangements for Boards of Study, Boards of Examiners etc.

## **Access to University Resources**

Access will be dependent on the nature of the partnership but the relevant student entitlements should be stated.

## **Assessment and Examinations**

For setting assessments, including examinations, marking etc. To include information on responsibility for setting assessments, including examinations, marking, moderation etc. Arrangements will vary according the nature of the partnership

## **External Examiners**

External Examiners are appointed by and report to the University. Details of how nominations may be made by the partner and considered and approved by the University.

## **Quality Assurance**

Standard University procedures apply, including annual and periodic developmental review. In validation arrangements the University will assess the partner's quality assurances procedures.

## **Discipline, Complaints and Appeals**

Procedures will vary according to the nature of the partnership but will normally be the partner's procedures with recourse to the University as a final stage.



## **Certificates and Transcripts**

As awarding body the University is responsible for ensuring the certificates and transcripts are accurate and only awarded to student's who have successfully completed their programme and been made an award by a Board of Examiners. The University will normally retain responsibility for their production.

## Appendix 6

### Process and Criteria for the appointment of staff to teach on collaborative programmes

1. All staff associated with the delivery, teaching or assessment of a programme leading to an award of the University must be approved by the University before they begin teaching. Departments are responsible for approving such staff.
2. Partner organisations are required to have a clear policy for the recruitment of staff which involves a competitive application process.
3. A copy of the relevant application form and curriculum vitae for all staff teaching on a programme must be submitted to the relevant academic department for approval.
4. The University requires that staff involved in the teaching and assessment of programmes meet the following criteria:
  - All staff should have a Higher Education qualification in a relevant subject at least one level above that of the programme on which they will be teaching or equivalent professional qualifications
  - At least some staff should be able to demonstrate evidence of academic recognition through publications or a record of research and hold a doctoral qualification. For postgraduate programmes, it is expected that this will be the majority of staff
  - Have appropriate experience of teaching and assessing at HE level
  - Any additional appropriate experience required by the discipline
5. Where staff do not meet the above criteria, partner organisations are required to demonstrate a commitment to staff development and training in order to bring the teaching team profile up to the required level
6. Departments are responsible for maintaining a record of staff approved to teach on a collaborative programme.

## **Appendix 7**

### **Partnership Manager Role Description**

The Head of Department will nominate a member of academic staff to act as the Partnership Manager. The Partnership Manager will be a member of staff with experience of programme administration and an understanding of the University's quality assurance procedures. The role may be undertaken by a programme convenor. He or she will be the main point of contact for the partner. The role will include responsibility for:

1. Assisting the University in managing the quality and standards of the collaborative provision
2. Providing academic advice, as required, on programme development
3. Advising on comparability with similar programmes in the University
4. Offering advice on University Regulations and procedures
5. Offering advice on assessment practices, including examinations and attending Boards of Examiners, as required
6. Advising the Head of Department on the suitability of staff in the partner institution to teach on the collaborative programme
7. Serving as a member of the Board of Studies or equivalent body, and the Board of Examiners
8. Visiting the partner as appropriate
9. Reviewing publicity material
10. Liaising with the partner and the University's Library and IT Services on arrangements for the provision of library and IT resources for the programme, where such provision forms part of the agreement.
11. Feeding into the annual developmental review process and providing an annual report on the partnership to the Collaborative Partnership Management Group

## **Appendix 8**

### **Split-Site PhD Arrangements**

#### **Introduction and Definition of a Split-Site PhD**

1. This document sets out the policy for split-site PhD arrangements at the University of Leicester. It should be read in conjunction with Senate Regulation 9
2. The University offers flexible research degree provision through a range of modes. A split-site PhD is defined as a PhD which leads to a University of Leicester award, and involves a student undertaking a significant part of their research in another country, typically at an overseas university or research organisation. Split –site PhDs may be suitable for both international and EU students.
3. This policy does not cover PhD degrees which involve students undertaking field work or other specific visits away from the University as part of their research.
4. Most split-site PhDs involve some type of collaborative arrangement where there is a formal agreement between the University and another organisation. However, it is possible for individual students to register on a split-site PhD, for example where there is existing collaboration between academic staff or where a School or Department is assured that such an arrangement is viable and appropriate for a particular student. Such cases must be approved by the Graduate Dean on behalf of the Postgraduate Research Policy Committee as detailed below.

#### **Approval Process**

5. The approval process for establishing split-site PhD arrangements will differ depending on the nature of collaboration and whether it is an institutional level agreement or an individual student undertaking a PhD.

#### **Institutional Arrangements**

6. Institutional arrangements will involve a number of students, usually over a period of years. A formal process to approve such arrangements will involve the University Portfolio Management Group (UPMG) and the Post Graduate Research Policy Committee and may involve a site visit. There will be a formal agreement with the partner institution.
7. The following issues will be considered during the approval process:
  - Standing and reputation of the proposed partner institution, including its experience of supervising research degrees
  - Length and nature of links with the partner institution
  - Facilities and resources available to students
  - Current research degree provision and experience
  - Nature of the proposed split-site arrangement, including time to be spent at the partner institution

#### **Individual Student Arrangements**

8. All individual split-site student arrangements will require the approval of the Graduate Dean through the submission of a detailed study plan. This should contain include the following information and be completed by the student and proposed supervisors and signed off by the Head of Department.
  - The name of the partner organisation and the nature of any link between it and the department
  - Name of the student
  - Name of the Leicester supervisor
  - Name of the associate supervisor (with copy of c.v.)
  - Proposed area of research
  - Details of research training needs, including how and where research training will take place
  - Details of the periods the student will spend in Leicester over the period of his/her registration (these may be indicative and subject to change providing standard requirements are met)
  - Arrangements for managing supervision when the student is away from the University, including frequency and approximate timing of any visits
  - The nature of the work which will be carried out when the student is away from the University
  - Arrangements for the APG review and annual progress reports, including details of how progress will be reviewed when the student is away from the University
  - Confirmation that the viva will be held in Leicester.

#### **Guidelines for Split-Site PhDs**

9. The requirements of Senate Regulation 9: Regulations Governing Research Degree Programmes apply to all Split-Site PhD students. In addition, the following guidance applies.

#### **Fees**

10. Fees for students studying under an institutional agreement will be approved by the CPMG. In the case of individual students the standard fee charged will be the appropriate full-time tuition fee based on the student's fee status for periods of time spent in Leicester and 50% of the fee for periods spent away from the University.

#### **Attendance Requirements**

11. Requirements for attendance at the University will be determined either as part of a formal agreement with a partner institution or at the time an offer is made for individual students.
12. The minimum period a student must spend at the University is 12 months, although this does not have to be a continuous period. The maximum period is 18 months. Students wishing to be in residence for longer periods should register as full-time campus-based students. It is advisable that the first six months of registration take place at the University where practical so that students can take advantage of induction and research training events.

### **Induction and Skills Training**

13. All students should receive a formal induction and it is important that departments address specific issues in relation to split-site study. Split-site PhD students must also complete the requisite research training which is a compulsory component of the APG period. Training may be provided through a range of means, including attendance at sessions at the University, through distance-learning materials or at the partner institution. The initial period of attendance at the University will normally focus on preparing the student for the research project and identifying training needs through completion of a training needs analysis or equivalent. If skills training is not provided by the University it is the department's responsibility to ensure that the quality and standard of the training is appropriate and to determine how and where it will take place.

### **Research Environment and Resources**

14. Departments must ensure that the research environment in which students are working when they are away from the University is appropriate and that they have necessary resources to undertake their research effectively. This will include library facilities, IT provision, adequate work space and other specialist equipment as necessary.

### **Monitoring and Review of Split-Site PhD Provision**

15. As for all research degree programmes split –site PhD provision will be subject to annual developmental and periodic review processes. In addition any institutional level agreements should be reviewed after five years and only renewed following a successful review process.

## Appendix 9

### Roles and Responsibilities for Placements

#### Responsibilities of the Department

1. Departments should ensure that learning outcomes relevant to the placement are clearly stated in the programme specification and course handbook.
2. There must be a clear understanding in the department about who is responsible for organising the placement and this must be clearly communicated to students.
3. If a department requires students to make their own placement arrangements this should be clearly identified and students should be issued with written guidelines of the expectations of them in relation to:
  - The type of placement and the timetable for the completion of arrangements
  - The required length of the placement
  - Travel and accommodation arrangements
  - Any financial obligations
  - Any specific requirements associated with working in another country
  - Language training
  - Health and safety issues
  - Personal insurance requirements
4. Departments should ensure that students understand the expectations of the placement and the consequence of failure to complete it satisfactorily.
5. Departments should provide opportunities for students to meet with other students who have undertaken placements in previous years.
6. Departments should ensure that the placement co-ordinator has adequate time, experience and support to fulfil his/her responsibilities.
7. Departments should ensure that placement providers are chosen with care and are able to ensure that students can meet the intended learning outcomes of the placement and that they can fulfil their responsibilities outlined below.
8. Departments should ensure that placement providers have in place insurance cover to meet any liability they may have to the student (public liability insurance or employers' liability insurance) and to meet any claim made against the student (professional indemnity insurance).
9. Departments should ensure that a risk assessment is conducted as appropriate.

10. It is important that departments ensure that students are appropriately prepared before they start their placement and that there is support in place during the period of the placement.
11. Departments should ensure that there is a clear policy for maintaining contact with students during the placement period and that students are made aware of it in advance of starting their placement.
12. This policy should indicate the level of guidance and support available, how to access it, who will be the point of contact and who to contact in the case of an emergency.
13. The frequency and nature of formal contacts between the Department and student will vary according to the programme of study. Where these are not prescribed by the programme the expectation is that there should be a minimum of two with the first taking place within the first few weeks of the start of the placement to enable any issues to be resolved and the second around the mid-way point.
14. Appropriate procedures should be put in place for re-orientation on return to the University, where appropriate.
15. Departments should ensure that there are appropriate mechanisms in place to confirm that placements have been completed satisfactorily and for feedback to be obtained from students and placement providers.

#### **Responsibilities of the Placement Provider**

16. Placement Providers should:
  - be in a position to provide appropriate opportunities to enable students to meet the intended learning outcomes of the placement
  - be able to appoint, where required, suitably qualified and experienced staff to act as placement supervisors
  - ensure that students are provided with all information required to undertake their placement, including details of health and safety requirements
  - ensure that, where required, they have instructed students to sign and comply with a confidentiality agreement
  - maintain communication with the University during the placement period and highlight any concerns about the student's performance
  - not use students' access to University resources – such as digital Library resources – for their own commercial benefit as such use is prohibited by the University's licences with software and content providers.

#### **Responsibilities of Students**



17. Students on placement remain students of the University and should conduct themselves accordingly with due regard to the Regulations of the University, the Placement Provider and the laws and conventions of the country in which they are undertaking their placement.
18. Students should also ensure that they meet the norms and expectation for professional conduct in the particular area of work they are undertaking.
19. Students must stay in contact with their Department and the University as required during their placement and are responsible for raising any concerns as soon as they arise.
20. While on placement students remain responsible for ensuring that they meet the requirements of Senate Regulation 4 governing student obligations.

## **Appendix 10**

### **Roles and Responsibilities for Student Exchange**

#### **Responsibilities of the Department**

1. Departments should ensure that learning outcomes and credit/grade transfer information is clearly stated in the programme specification and handbook.
2. Departments should ensure that students understand what will be expected of them during their student exchange and how the grades awarded at the partner university will be applied to their degree.
3. Departments should ensure that clear information is published to students about who is responsible for managing student exchange arrangements.
4. Departments should ensure that students understand the expectations of their exchange and the consequences of failure to complete it satisfactorily.
5. Departments should provide opportunities for students to meet with other students who have undertaken student exchanges.
6. When nominating students for a period of study abroad, departments need to take into accounts any risk factors associated with the study placement (e.g. political stability of the country/region, needs of the individual, etc.)
7. In partnership with the International Office departments should ensure that students are appropriately prepared for their student exchange.
8. Departments should ensure that there is a clear policy for maintaining contact with students during their exchange and should ensure that this is published to students. There should be a minimum of two contacts per semester. Students should be made aware of the level of guidance and support available and the point of contact in case of emergency.
9. Departments should ensure that there are appropriate procedures in place for re-orientation on return to the University where appropriate.
10. Departments should ensure that they agree appropriate mechanisms with partner universities for confirming that exchanges have been completed satisfactorily.
11. Departments, in conjunction with the International Office will be responsible for undertaking site visits relating to any department-specific student exchange agreements for both the development of new exchange agreements and as part of monitoring and evaluation processes, as required.

#### **Responsibilities of the International Office**

12. The International Office will coordinate pre-departure support for students and assist departments in implementing and ensuring pre-departure support is in place for all students.
13. The International Office will be responsible for providing guidance for departments on pre-departure support.
14. The International Office will be responsible for the coordination of monitoring and review processes for student exchange partnerships reporting to CPMG as required.

15. The International Office will be responsible for site visits in relation to University-level student exchange agreements for both the development of new student exchange agreements and as part of monitoring and review processes, as required.
16. As part of monitoring and review, the International Office will monitor student feedback via periodic student feedback questionnaires and will work with department to capture other forms of feedback. Annual reports will be disseminated to all participating academic departments and findings will be raised with the relevant departments.
17. The International Office will manage monitoring procedures (checkpoints) for Tier 4 visa holders participating in an overseas student exchange for UK immigration purposes.
18. The International Office will coordinate the administration of the Erasmus programme and the allocation and award of Erasmus student mobility grants and ensure compliance with Erasmus regulations.
19. The International Office will provide support and guidance to departments on the administration of overseas student exchange.

### **Responsibilities of the Partner University**

20. Provide appropriate learning opportunities to enable students to meet the intended learning outcomes of the student exchange.
21. Maintain contact with the University during the period of the exchange, highlighting any concerns about the performance, attendance or welfare of exchange students.
22. In the event that a student is involved in a serious accident, or other circumstances of a grave nature, or is subject to disciplinary action, or a formal complaint, the partner university will notify the University immediately.
23. Identify a named member of its staff who will be responsible for all matters related to the specific exchange agreement.
24. Provide on-site orientation to students on the exchange programme, including support on registration and assistance with any cultural, language or academic adjustments.
25. Accord to exchange students the same privileges as their own students, including Library provision, membership of the Students' Union and recreational facilities.
26. Assist exchange students to the fullest extent possible, in obtaining visas and any other documentation required by the government of the host country.
27. Provide a full transcript for each student within three months of the completion of their studies, issuing a copy to the named contact at the University and the student.

### **Responsibilities of Students**

28. Students on an overseas student exchange remain registered students of the University and should conduct themselves with due regard to Senate Regulations, the regulations of the partner university, with which they will also be registered, and the laws and conventions of the country in which they are undertaking their exchange.
29. Students should also ensure that they meet the norms and expectations for professional and personal conduct during the student exchange.

30. Students are required to maintain contact with their University Department as required and to raise any issues of concern as soon as they arise.
31. Students may address complaints about the exchange to both the home and partner university in accordance with their respective complaints procedures.
32. Students should ensure that they are in receipt of and maintain appropriate medical and other relevant insurance cover whilst participating in the exchange.
33. Students are required to provide emergency contact details to the University whilst they are on the exchange.

## Appendix 11

### UNIVERSITY OF LEICESTER

#### PLACEMENT PROVIDER INFORMATION FORM

##### SECTION 1

###### Contact Details

Name of Organisation

Address:

Name of main contact:

Position:

Telephone No.:

E-mail:

##### SECTION 2

###### Health and Safety

Please confirm:

- |   |     |    |
|---|-----|----|
| 1. Whether you have a written health and safety policy  | Yes | No |
| 2. Whether you have a procedure for recording and reporting accidents/incidents                                 | Yes | No |
| 3. Whether you have a health and safety officer   | Yes | No |
| 4. Whether you have a procedure for providing general health and safety training                                | Yes | No |
| 5. Please explain what provision will be made for specific health and safety training for students on placement |     |    |

6. Please provide the name and contact details of the person responsible for health and safety in the organisation

**Organisations in the UK**

- |  |     |    |
|--|-----|----|
| 7. Do you hold Public and Employer's Liability Insurance?  | Yes | No |
| 8. Would your organisation's insurances cover liability arising from injury sustained by a student as a result of their duties on placement? | Yes | No |

**Organisations outside the UK**

- |  |     |    |
|--|-----|----|
| 9. Are you registered with the appropriate government agency for health and safety | Yes | No |
|--|-----|----|

Please state which agency

- |   |     |    |
|---|-----|----|
| 10. Do you hold Employer's Liability Insurance or equivalent  | Yes | No |
| 11. Would your organisation's insurances cover liability arising from injury sustained by a student as a result of their duties on placement? | Yes | No |

If you have answered No to any of the above questions, please provide further information below:

**SECTION 3**

**SITE VISITS**

1. Will staff from the University be able to undertake site visits before/during the placement as required in consultation with appropriate staff at your organisation?  
Yes/No
2. If No, please explain the reasons

## **SECTION 4**

### **CONFIDENTIALITY**

1. Please indicate whether there are any issues relating to confidentiality or disclosure which the University will need to take into account in its procedures for assessing work undertaken by students on placement in your organisation

2. Does your organisation require a specific placement agreement to be in place?  
Yes/No

If yes, please provide a copy

## **SECTION 5**

### **AUTHORISATION ON BEHALF OF PLACEMENT PROVIDER**

Name:

Position:

Contact Details:

Signed:

Date:

Please return this form to the Department of  
University of Leicester  
University Road  
Leicester LE1 7RH

or e-mail to:

## Appendix 12

### UNIVERSITY OF LEICESTER, UNITED KINGDOM

and

[XXX]

### STUDENT EXCHANGE AGREEMENT

The University of Leicester (address: University Road, Leicester LE1 7RH, UK and hereinafter referred to as “UoL”) and [XXX] (address: [XXX] and hereinafter referred to as “XXX”) enter into this Agreement to promote international co-operation between their two institutions.

#### 1. BACKGROUND AND AIMS

1.1 UoL and [XXX] recognise the mutual benefits for their academic communities of strong international links and agree to implement a Student Exchange Agreement in accordance with the guidelines set out below. The purpose of this Agreement is to enhance the educational experience and the cross-cultural understanding of students and faculty from both institutions. This Agreement applies:

[Option 1] primarily to undergraduate students of the College of [XXX] at [XXX] and the College of [XXX] at UoL but students from other colleges of both universities may also participate.

[Option 2] to undergraduate students from any discipline of both Universities.

1.2 To be eligible for exchange, students must have completed at least one year of full-time study.

1.3 Both UoL and [XXX] are internationally renowned and leading universities. [XXX] is qualified to offer this collaborative programme to [XXX] students in accordance with the educational laws and regulations in [XXX]; UoL is so qualified by the Royal Charter granting it university status in the UK.

#### 2. DEFINITIONS

In this Agreement, unless the context implies otherwise:

**“Confidential Information”** all secret or confidential commercial, financial and technical information, know-how, trade secrets, inventions, computer software and any other information in any form or medium, whether disclosed orally or in writing, together with all reproductions in any form or medium, and any part(s) of it;

**“Exchange Programme”** the agreed exchange of students between UoL and [XXX] shall mean a one-for-one exchange of students from each university;



<b>“Exchange Students”</b>	registered students of either institution who are participating in the Exchange Programme;
<b>“Visiting Students”</b>	students registered in their Home Universities, who are attending the Host University as guest, non-degree seeking students, who otherwise are not part of the Exchange;
<b>“Force Majeure”</b>	any event outside the reasonable control of either party affecting its ability to perform any of its obligations under this Agreement;
<b>“Home University”</b>	the university in which the student is formally enrolled as a degree candidate and from which the student intends to graduate;
<b>“Host University”</b>	the university that has agreed to receive students from the Home University for a period of study on;
<b>“Intellectual Property”</b>	all inventions, patents, trademarks, registered designs and any pending applications for any of the foregoing, unregistered design rights arising at common law, design rights, copyrights (including future copyrights), database rights, know-how, trade secrets, Confidential Information and any other intellectual property rights whatsoever and wheresoever subsisting;
<b>“Academic Year”</b>	in the context of this Agreement is defined as (fall and spring semester/ term and may include the summer session that follows the spring term).

### **3. OBLIGATIONS OF THE UNIVERSITIES**

- 3.1 This Exchange will be guided by the principle that an equal number of students from each university will be exchanged with two (2) semester students being equal to one (1) full year student. For semester-only exchanges, each university should seek to balance mobility across both semesters.
- 3.2 The number of Exchange Students will be determined annually by mutual agreement between the two universities by October of each year for mobility starting in September of the following year. The purpose of this is to ensure, as far as possible, that Exchange Student numbers are balanced within the terms of this Agreement and that if any imbalance occurs, it is monitored, strictly limited and that arrangements are made for a balance to be restored within a period of time that is acceptable to both parties to this agreement.
- 3.3 The Students will be screened for eligibility for admission by the Home University. The Home University will recruit, select and nominate appropriately qualified students at undergraduate level, ensuring that nominated Exchange Students meet the academic entry requirements and language proficiency requirements set by the Host University. Both universities understand that in addition to basic entry requirements, some courses/modules may have additional pre-requisite requirements that will need to be considered at the point of application. Each University shall respect the admissions requirements and enrolment

constraints of the Host University. For the avoidance of doubt, the Host University shall have final authority on admissions decisions.

- 3.4 The Home University agrees to nominate its selected students to the Host University by email at least six (6) months in advance of the start date of studies. The Host University will then advise the nominated students of their application process. Applications need to be submitted to the Host University within the deadlines set.
- 3.5 The universities will endeavour to inform each other of any changes in the course syllabuses or course availability as soon as is reasonably practicable.
- 3.6 As part of the application process, each university agrees to work in cooperation to determine pre-approval of course selections. A course selection plan remains provisional until the point of registration and changes may need to be made if there are any timetable clashes.
- 3.7 The Host University will provide offer letters to students who can be admitted on the Exchange so that they can apply for a visa for travel. The language of instruction at both universities is English. If students need to obtain a language qualification before they can be admitted, the Host University will advise the student of the requirement and of any opportunity that can be provided for them to take a preparatory course at the Host University.
- 3.8 The Host University agrees to assist in arranging residential accommodation for student participants; however, the cost of the room and board will be paid for by the Exchange Student in accordance with the terms and conditions of such provision.
- 3.9 The student participants will remain as active students at their Home University while being simultaneously registered at the Host University and will be regarded as non-degree seeking of the Host University.
- 3.10 Both parties agree to provide on-site orientation to participants of the Exchange Programme including support on registration (enrolment) and assistance with any cultural and academic adjustments that students will need to make.
- 3.11 The universities will accord to the participants the same privileges enjoyed by their regular students including library facilities, membership of the Students' Union and access to recreational facilities.
- 3.12 Participating students will during the Exchange Programme, be subject to the normal rules and regulations of the Host University, a copy of which is available to them on [XXX].
- 3.13 Participating students must maintain full-time registration at the Host University and must meet the conditions of their visa.
  - 3.13.1 Students studying at UoL under a Tier 4 visa are obliged to study 60 Leicester credits per semester.
  - 3.13.2 Students studying at UoL under a Student Visitor Visa are expected to study 60 Leicester credits per semester (unless an agreement has been made between the host and home University for the student to take a reduced workload).

- 3.14 The Host University will assist its guest students to the fullest extent possible, in obtaining visas and other documents required by the government of the Host country.
- 3.15 In the event that a participating student a) does not meet the academic obligations of the Host University, b) is absent from class for a period of 2 weeks without authorisation, or c) is withdrawn from the Exchange Programme, the Host University must inform the home university as soon as possible.
- 3.16 On completion of the Exchange Programme, the Host University agrees to provide a transcript / academic record for each student. This record should be provided within 3 months of completion of studies. The transcript should be sent to the designated contact at the Home University. An additional copy may also be sent directly to the student.
- 3.17 Both universities will inform their students on the Exchange Programme that neither the Host nor the Home University will be responsible for the costs of books, fees to the Home University while on Exchange, equipment, room, board, travel, transportation or other personal expenses. The Host University will inform students at the time of their acceptance, of the approximate costs, that they will be responsible for at the Host University. For the avoidance of doubt, the students will be exempted from paying tuition to the Host University while participating in the Exchange. Any preliminary language course required to participate on the Exchange Programme will be paid for directly and in advance by the Student.
- 3.18 Each university shall identify a named member(s) of its staff who will be responsible for all matters related to the specific exchange agreement.
- 3.19 The Host University shall ensure that the progress of Exchange Students is monitored on a regular basis and shall notify the Home University as soon as practicable if problems of an academic or welfare nature arise, subject to any restrictions on disclosure by any legislation relating to the protection of personal data to which the Host University is subject.
- 3.20 The Host University shall notify the Home University as soon as practicable of any disciplinary or complaints process involving an Exchange Student and shall keep the Home University informed, and may take appropriate action against such a student including termination of registration where necessary.

#### **4. STUDENTS**

- 4.1 Whilst studying at the Host University, participating students shall be:
- (a) registered as students of the Host University;
  - (b) subject to the academic, disciplinary, accommodation (where relevant) and other regulations and procedures of the Host University;
  - (c) entitled to address complaints about the Exchange Programme to the Host University in accordance with the Host University's student complaints procedure;
  - (d) responsible for their own travel (including for whatever reason repatriation), accommodation and living costs and for any additional tuition-related costs for which

the Home University's own degree-seeking students are responsible (including but not limited to field trips, equipment, books);

- (e) responsible for ensuring that they take out and maintain appropriate medical and other relevant insurance cover while participating in the Exchange Programme. Where the Host University is the University of Leicester, Exchange Students will be required on arrival or as soon as reasonably practicable thereafter to register with a general medical practitioner (listed on the register maintained by the UK General Medical Council);
- (f) responsible for providing emergency contact information. In the event that a student is involved in a serious accident or other circumstances of a grave nature, or is the subject of a disciplinary action, the Host University will immediately notify the Home University;

## **5. FINANCIAL ARRANGEMENTS**

- 5.1 Exchange Students are exempt from paying tuition fees to the Host University.
- 5.2 If either party wishes to send more students to the partner university than is allowed within the exchange balance it is possible for additional students to be accepted as Visiting Students.
  - 5.2.1 Visiting Students from UoL attending [XXX] University will be assessed as paying [out-of-state/international tuition fees].
  - 5.2.2 Visiting Students from [XXX] attending UoL will pay the Study Abroad partner university tuition fee as determined by the UoL.
- 5.3 All students, whether classified as Exchange or not, will be responsible for their accommodation fees and for all other costs associated with their stay at the university that they attend, and will be subject to the Host University's students disciplinary and complaints policy and procedures.
- 5.4 The Host University will inform the Home University and participating students of any additional administrative or recreational fees relating to the period of study on acceptance.
- 5.5 Participating students will make payments for accommodation or other costs in the currency specified on the invoice within the period stipulated on the invoice.

## **6. QUALITY ASSURANCE AND REVIEW**

- 6.1 Each party is responsible for the quality of the academic programmes and learning opportunities offered to Exchange Students studying at their institution.
- 6.2 Each party will nominate a named member of staff who will act as a first point of contact in relation to the Exchange Programme, and who will co-operate as appropriate with members of the academic and administrative staff of the other institution in matters of emergency, discipline and advice.
- 6.3 The Host University will keep such records relating to the Exchange Students and this Agreement as notified by the Home University from time to time, or as required by any relevant regulatory body, and will, subject to the Host's University's obligations under any

relevant data protection legislation, allow access by the Home University or those auditing the Home University's processes to such records for academic or quality audit purposes.

## **7. MUTUAL COOPERATION AND CONFIDENTIALITY**

- 7.1 The parties shall keep and procure that their employees keep strictly confidential all Confidential Information received or obtained as a result of entering into or performing this Agreement, and shall use such Confidential Information only for the purposes of this Agreement.
- 7.2 Either party may disclose information which would otherwise be Confidential Information if and to the extent:
- (a) required by law or by any relevant regulatory body;
  - (b) disclosed on a strictly confidential basis to the professional advisers, auditors and bankers of that party;
  - (c) the information has come into the public domain through no fault of that party; or
  - (d) the other party has given prior written approval of the disclosure;
  - (e) Unless otherwise required by the operation of English law and in accordance with the DPA, the Parties will keep confidential at all times any and all information and Personal Data received from the others relating to teaching strategy, students and tutors, and their performance and progress. No Personal Data received from the other Party will be divulged to any third party without the prior written approval of the individual to whom such Personal Data relates;
  - (f) The UoL is subject to the requirements of the Freedom of Information Act ("FOIA") and shall require cooperation and all necessary assistance as may reasonably be requested by the UoL to enable it to comply with its obligations under the FOIA.

## **8. INFORMATION ABOUT THE EXCHANGE PROGRAMME**

- 8.1 During the continuation of this Agreement each party may use the name and logo of the other party in connection with the Exchange Programme (and each party will supply a copy of its logo to the other), provided that the name and logo of each party shall be used only in connection with the Exchange Programme and in accordance with the owning party's rules and/or guidelines and any instructions given by the owning party and for no other purpose.
- 8.2 Neither party will do anything which, in the reasonable opinion of the other, would damage the other's reputation and/or business.
- 8.3 Each party will provide to the other information reasonably required by the other to enable that party to comply with its obligations under this Agreement and which it cannot reasonably obtain by other means.

## **9. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY**

- 9.1 Unless agreed otherwise in writing, any materials created by either party for the purposes of the Exchange Programme, and any Intellectual Property rights in such materials, whether in existence at the date of this Agreement or created during the course of it, shall belong to the party which created them.
- 9.2 Copyright ownership in its proprietary sense shall devolve upon the party whose personnel have carried out the work to be publishes, giving due recognition to those who have collaborated in the execution of the said work. Publications of various kinds (articulates, pamphlets, Internet sites entries, etc.) as well as joint projects and diffusions that would be generated as a result this Agreement will be carried out by mutual consent.
- 9.3 If any materials relating to the Exchange Programme are created jointly by the parties those materials (and any Intellectual Property such materials) shall be owned jointly by the parties.
- 9.4 If either party becomes aware of any potential infringement of the other party's name, logo or Intellectual Property rights, or becomes aware of any allegation that any of other party's materials infringe the rights of a third party, it shall immediately inform the other party. The party who is so notified shall, at its own cost, have the conduct of any proceedings relating to its rights under this clause. The other party shall not settle or compromise any claims arising out of any such potential infringement or allegation, and shall provide such reasonable assistance as the first party may request in connection with any action taken under this clause [***and at the first party's cost***].

## 10. TERMINATION AND DURATION OF AGREEMENT

- 10.1 This Agreement shall commence on [**insert specific date**] and continue for a period of [XXX] years unless terminated before that time in accordance with this clause. The parties may at any time by agreement in writing extend the duration of this Agreement.
- 10.2 Either party may terminate this Agreement:
- (a) by giving to the other not less than twelve months' notice in writing, to expire at the end of an academic year;
  - (b) the other party commits any material breach (which may, without limitation, consist of a series of minor breaches) of any of its obligations under this Agreement which (if capable of remedy) it fails to remedy within thirty days of a notice in writing given by the aggrieved party to the party in default specifying the breach and requiring such breach to be remedied;
  - (c) with immediate effect by notice in writing if the other party is subject to a change of control, becomes insolvent, is unable to pay its debts as and when due or otherwise ceases to exist.
- 10.3 If notice of termination has been given under this clause, the parties shall:
- (a) agree in writing a mechanism for ensuring that Exchange Students are able to complete their studies at the Host University or other suitable institution;
  - (b) cease to promote or market the Exchange Programme and not register any new students.

10.4 Upon termination of this Agreement:

- (a) each party shall cease using the name and/or logo of the other;
- (b) the provisions of clauses 9, 11 and 13 will remain in full force and effect

## 11. LIABILITY

11.1 Neither party excludes or limits its liability for death or personal injury resulting from its negligence or its fraudulent misrepresentation.

11.2 Subject to clause 11.1 neither party shall be liable to the other in contract, tort (including without limitation negligence) and/or breach of statutory duty for all and any Direct Losses which the other may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of this Agreement it, its servants or agents, in a sum which is greater than £5,000,000 in aggregate.

11.3 Subject to 11.1 the total liability of either party to the other whether in contract tort (including without limitation negligence) and/or breach of statutory duty for all and any Losses which the other may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of this Agreement it, its servants or agents, shall not exceed £5,000 000 in aggregate.

11.4 For the purposes of this clause:

**“Direct Losses”** means Losses other than Indirect Losses;

**“Indirect Losses”** means loss of profit, loss of business, loss of revenue, loss of opportunity, loss of or damage to goodwill and any indirect or consequential losses of whatever nature;

**“Losses”** means all damages, claims, expenses, fines and losses of any kind.

## 12. FORCE MAJEURE

12.1 If either party is affected by Force Majeure it shall immediately provide the other party with details in writing and shall keep the other party fully informed of the continuance of the Force Majeure and of any change in circumstances.

12.2 If the Force Majeure continues for longer than three months either party may at any time, whilst such Force Majeure continues, terminate this Agreement by notice in writing.

12.3 Save as provided for in this clause Force Majeure shall not entitle either party to terminate this Agreement and neither party shall be in breach of this Agreement, nor otherwise liable to the other, by reason of any delay in performance, or non-performance of any of its obligations due to Force Majeure.

## 13. DISPUTES

- 13.1 The parties shall attempt to resolve in good faith any dispute arising between them out of the operation of this Agreement. If the dispute cannot be resolved informally, it shall be referred to a senior post-holder within each institution.
- 13.2 In the event that the dispute cannot be resolved under clause 13.1 above any dispute arising out of the operation of this Agreement shall be finally settled by arbitration under the Rules of Arbitration and Conciliation of the International Chamber of Commerce by two or more arbitrators appointed under those rules. The place of arbitration shall be [XXX] and the language of the proceedings shall be English.
- 13.3 The parties agree to co-operate in dealing with or defending any claim by a third party arising out of the operation of this Agreement.

#### **14. OTHER ISSUES**

- 14.1 Neither party may assign, sub-contract or otherwise transfer any of its rights and/or interests under this Agreement (whether in whole or in part) without the prior written consent of the other party.
- 14.2 Both institutions subscribe to a policy of equal opportunity and will not discriminate on the basis of race, gender, age ethnicity, religion, national origin, sexual orientation or disability.
- 14.3 The obligations of the two universities under this Agreement are limited to Exchange and Visiting students only and do not extend to their spouses and dependents.
- 14.4 Specific details not included in this Exchange Agreement will be developed jointly and written out in a separate addendum to the present Exchange Agreement and approved by the respective university officers.
- 14.5 Each party acknowledges that this Agreement constitutes the entire agreement and understanding between the parties in respect of the subject matter of this Agreement and supersedes all prior discussions, understandings and agreements between the parties. In entering into this Agreement, neither party has relied on any statements, warranties and/or representations given or made, or any acts and/or omissions of the other party in relation to the subject matter of this Agreement except those expressly set out in this Agreement and it shall have no rights or remedies with respect to such subject matter otherwise than under this Agreement.
- 14.6 If any term, condition or provision of this Agreement shall be nullified or made void by any statute, regulation or order or by the decision or order of any court having jurisdiction, the remaining provisions shall remain in full force and effect.
- 14.7 The rights and remedies of each party under this Agreement shall not be diminished, waived or extinguished by any failure or delay by that party to exercise such a right or remedy.
- 14.8 This Agreement is subject to review at the end of the first year. It shall be subject to revision, modification or renewal by mutual written agreement.
- 14.9 This Agreement may be executed by each party on separate counterparts.



- 14.10 For the avoidance of doubt, nothing in this Agreement shall confer on any third party any benefit or the right to enforce any provision of this Agreement.
- 14.11 Nothing in this Agreement shall create or be deemed to create a partnership, joint venture or relationship of principal and agent between the parties.
- 14.12 The parties may explore the possibility of the creation of additional activities between the various units of the universities. Such additions will be subject to a new Agreement between the universities.

**15. GOVERNING LAWS AND JURISDICTION**

- 15.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the Laws of England.
- 15.2 Any proceedings relating to any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) shall be brought in the courts of the defending parties domicile (being, for the avoidance of doubt, in the case of the University of Leicester, the courts of England, in the case of the University of XXX, the courts of the state/county of XXX). PROVIDED that the Parties to any such dispute may mutually agree to the jurisdiction of any courts in relation to that dispute.

Signed:

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<p>On behalf of the University of Leicester by Mr David HALL, Registrar and Secretary</p> <p>Date:</p>	<p>On behalf of [XXX] by [XXX]</p> <p>Date:</p>
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**CONTACT DETAILS**

**UNIVERSITY OF LEICESTER**

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## **Appendix 13**

### **Collaborative Partnership Management Group**

#### **Terms of Reference**

1. To manage the operation of the Code of Practice on the University's Procedures for Managing Higher Education Provision with others on behalf of the Academic Policy Committee
2. To advise the Academic Policy Committee on the formulation, development and implementation of policies relating to the management of Higher Education provision with others
3. To consider proposals for articulation agreements, educational delivery partners, support providers
4. To review partnership agreements and make recommendations to the Academic Policy Committee on whether agreements should be renewed
5. To consider annual reports on the operation of partnerships identifying any issues requiring action or areas of good practice for dissemination and providing a formal report to the Academic Policy Committee

#### **Membership**

Pro-Vice-Chancellor (Student Experience) as Chair  
Director of the Doctoral College  
Academic Registrar  
Deputy Director of Academic Services  
A representative from each College (with experience of collaborative provision/distance learning)  
Two partnership managers  
A representative of the Future Students Office  
Student representation

#### **Secretariat**

Quality Office

Reports to Academic Policy Committee