

**UNIVERSITY OF SUSSEX**  
**COLLABORATIVE PROVISION COMMITTEE**

**Partnership Procedures - Franchising**

**1 DEFINITIONS**

- 1.1 *Franchising* is the process by which the University agrees to authorise the delivery of one or more of its own approved courses or programmes by a partner institution.
- 1.2 *Partner institution* means an institution recognised as competent to deliver a franchised course or programme.
- 1.3 *Programme* means a total academic offering leading to an award of the University or one which offers progression to an existing award-bearing programme.
- 1.4 *Course* denotes an individual component of a programme to which credits (and a credit level) may be attributed.

**2 INTRODUCTION**

- 2.1 The University will franchise courses and programmes only in recognised partner institutions. There is no requirement that the partner institution should act as a franchisee only for the University rather than for a range of institutions.
- 2.2 The procedures have been drawn up after due consideration of the QAA Code of Practice for the assurance of academic quality and standards in higher education.
- 2.2 Where a course or programme is franchised, the University will retain overall responsibility for the admission of students, record keeping and all other administrative functions. The University will be responsible for the syllabus in terms of its content, mode of delivery, mode of assessment and quality assurance arrangements. The course or programme will be owned by an existing University academic unit and assessed through the auspices of a University examination board. Students will be subject to the University's regulations with regard to the course or programme, in particular the Regulations for the Award of First Degrees etc. (where appropriate) and to the regulations of the partner institution with regard to all other matters e.g. behaviour.
- 2.3 Where such courses or programmes attract public funding, students will be returned to the HEFCE by the University as funded numbers. Students will pay fees to the University and be eligible for all student services. The University will pay a fee to the partner institution (acting as the University's agent) to deliver the course or programme.
- 2.4 This Code sets out the requirements for recognition of an institution for the purpose of franchising and the procedures and criteria applied to the franchise process.

### **3 REQUIREMENTS AND PROCEDURE FOR RECOGNITION OF AN INSTITUTION FOR THE PURPOSE OF FRANCHISING**

3.1 Before considering formally any proposal for partnership there will be two preliminary stages

- (i) Informal contacts will be made between members of the University and the prospective partner institution. These will be entirely without any commitment on the part of either party.
- (ii) A briefing paper will be produced by the academic unit outlining the intentions of the proposed partnership, the mission, reputation and details of the institution informed by the informal meetings and appropriate research. The briefing paper will be submitted to the Senior Management Group (SMG) which will be asked to make a judgement on whether the University should proceed with recognition, whether the partnership will serve to further the University's mission and whether it is compatible with existing collaborative arrangements or whether it considers there could be scope for embarrassment or damage to the University's reputation from entering into this partnership. SMG (on the advice of relevant officers) must also determine the legal status of the prospective partner institution and its capacity to contract with the University. Once SMG is satisfied that this is the case, the Collaborative Provision Committee (or where timing constraint so indicates, its Chair) will establish a Recognition Panel to assess whether the standard of both the teaching and of the learning environment at the prospective partner institution are appropriate for the delivery of the proposed programme or course.<sup>1</sup>

#### 3.2 *The Recognition Panel*

The Recognition Panel will include a member of Academic Policy and Standards Committee, a representative of the School or Unit responsible for the proposed programme or course and the Director of Academic Support (or nominee). A representative of the University's Partnership Office will provide formal servicing and produce a report on the Panel's behalf.

3.3 The Recognition Panel will carry out a risk assessment in light of information and appropriate documentations received from the proposed partner describing internal operations, which enables the Panel to make judgements on the quality and standards of the operation in line with the questions posed in Appendix 1.

3.4 The documentation (addressing the issues identified in Appendix 1) must be received at least six weeks before the event to enable the Panel to prepare for the event.

3.5 Where a prospective partner institution is known to have a current, or has had a previous, relationship with another UK Awarding Institution, the Recognition Panel will make enquiries of that Awarding Institution as to the standing and effectiveness of the proposed partner institution.

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<sup>1</sup> Where a proposal to franchise a course or programme involves an existing partner institution, it is unlikely that the Recognition Panel will need to explore all of the issues outlined in appendix 1 but it must satisfy itself that the standard of both the teaching and of the learning environment are appropriate for the delivery of the programme or course proposed.

- 3.6 A recognition event, involving the Recognition Panel as the representatives of the University and members of the partner organisation, will be held to finalise the consideration of all the issues. The resultant report will be confirmed by members of the Recognition Panel before being submitted to central authorities.
- 3.7 The conclusions to the report will specify:
- (i) any conditions of recognition (which must be met within an agreed period of time and according to an agreed schedule of actions; final approval should not be given until the conditions have been met);
  - (ii) any recommendations which the partner institution is asked to consider but is not required to act upon other than reporting whatever action is taken (together with justification).

A standard condition of recognition will be that the institution agrees to maintain the characteristics approved by the University and which underlie recognition, unless changed by a similar collaborative process leading to Senate approval.

- 3.8 The report will be submitted to both the Collaborative Provision Committee and to Senior Management Group recommending whether or not the institution should be formally recognised as a partner. The role of SMG is to satisfy itself (on the advice of relevant officers) that there is no financial or other impropriety or threatened liability which might cause embarrassment or damage to the University and to advise the Vice-Chancellor. The Collaborative Provision Committee will consider the suitability of the institution as an academic partner and, having considered this report, will forward a recommendation to the Senate for final approval via the Academic Policy and Standards Committee. The Vice-Chancellor will report his decision/recommended action for any formal link to the Council for final approval.
- 3.9 The recognition of an institution as a partner of the University will normally be for a period of five years and can be reviewed with the possibility of continuing for a further defined period.
- 3.10 The University and the partner institution will each meet its own costs arising from the recognition process.
- 3.11 During the year prior to the expiry of the recognition period, through mutual agreement of both institutions, a re-recognition event will take place which mirrors the initial recognition. Documentation to be submitted for the review of a Re-recognition Panel (composition the same as a Recognition Panel) will follow the requirements laid out in Appendix 1, except for the need to provide information regarding the legal status of the institution and its capacity in law to contract with the University, unless there have been changes in this area in the intervening years. The process to gain re-recognition is the same as for recognition.

#### **4 MEMORANDUM OF AGREEMENT**

- 4.1 Recognition will be formalised in a Memorandum of Agreement and the regulatory framework for the franchised programme or course will be formalised in a programme/course agreement (which will form an annex to the Memorandum of Agreement). The Memorandum of Agreement will bind the institution to the

commitments in the procedures, and in particular, to those areas detailed in Appendix 2. This enables both parties to fully understand their rights and responsibilities.

- 4.2 The Memorandum of Agreement and its associated annexes will require the approval of the Senate and/or Council (as appropriate) after consideration by the Finance and General Purposes and Academic Policy and Standards Committees. A standard template for each of these documents has been approved by these committees. Individual memoranda consistent with these templates may therefore be signed by the Registrar and Secretary and individual annexes by the Chair of Academic Policy and Standards Committee once recognition has been approved by Senate and Council.
- 4.3 The Memorandum of Agreement may be amended by agreement of the parties through the exercise of the appropriate authority on both sides.
- 4.4 The Memorandum of Agreement may be terminated by the agreement of the parties, through the exercise of appropriate authority on both sides, provided that the agreed period of notice is given and that satisfactory arrangements are made for existing students to complete their programmes
- 4.5 The Memorandum of Agreement will be withdrawn by the University, in whole or in part, if, after due investigation and discussion, it has become apparent to the Senate that academic standards are being significantly compromised by the conduct of the institution, provided that satisfactory arrangements are made for existing students to complete their programmes.
- 4.6 The Memorandum of Agreement will state that in the event of the University withdrawing from a partnership arrangement and finding itself subject to enquiries from another UK Awarding Institution proposing to enter into a collaborative arrangement with the same partner institution it will, to the extent permitted by law and the contract(s) entered into with such a partner institution, make a frank disclosure to that UK Awarding Institution of any concerns that led to its withdrawal. The University would expect its partner institutions to do the same regarding any concerns about the University if approached by another partner institution considering collaborative activity with the University.

## **5 PROGRAMME AGREEMENT**

- 5.1 Each programme delivered on behalf of the University will be subject to a separate Programme Agreement, which will identify the specific responsibilities for that programme. The content of the programme agreement is detailed in Appendix 2.
- 5.2 The Programme Agreement is subsidiary to the terms and conditions of the Memorandum of Agreement and nothing in the Programme Agreement is intended to distract from the responsibility of the University with respect to approval of the programme and the monitoring of its operation.
- 5.3 Arrangements detailed in the Programme Agreement may be amended at any time by mutual agreement, subject to approval by the relevant authorities in each institution. At the University the Collaborative Provision Committee is authorised to approve changes to the agreement.

- 5.4 The Programme Agreement will, usually, be valid for three years, after which time the effectiveness of the agreement will be reviewed by Collaborative Provision Committee.
- 5.5 If either party wishes to terminate the agreement then notice must be given by the December of the preceding year. However if at any point the University believes that the quality of the programme is in question, a review may be carried out. If the University finds that any conditions set by this review are not met by the specified deadlines, the agreement may be terminated by further recruitment being stopped. The decision on the final continuation of the partnership will rest with the Collaborative Provision Committee.

Approved by Senate at its 189<sup>th</sup> meeting on 10 December 1999

Revised by APSC December 2003

Revised by APSC November 2005

## THE UNIVERSITY OF SUSSEX

**Recognition of an affiliated institution for the purpose of franchising**

The Recognition Panel will be required to address the following generic and programme-specific issues and to report on them to the Collaborative Provision Committee and Senior Management Group.

*Generic Issues***1. Reputation and standing of the proposed partner**

The Panel must satisfy itself of the good standing of the prospective partner and of its capacity to fulfil its designated role in the arrangement<sup>4</sup>. Information and evidence which the prospective partner should provide should include (but not be restricted to):

- Information regarding the legal status of the institution
- Details of its capacity in law to contract with the University
- Information on partnerships with other HEIs in the recent past
- Copies of external audits / reviews over the last three years

**2. Compatible and complementary educational objectives with the University<sup>5</sup>**

The Panel must establish whether the missions and educational objectives of the two institutions are compatible. The prospective partner must provide:

- The mission statement
- The current strategic plan
- Prospectus
- Range of existing programmes
- The size and nature of the student body
- The number and nature of teaching and other staff

**3. Financial stability**

The Panel must be satisfied that the prospective partner is financially stable. The prospective partner must provide:

- Information on how the institution is financed
- Proof of continued solvency
- Privately funded organisations should provide bankers' references and published accounts for the last three years
- HEFCE funded partners should provide audited accounts for the same period.<sup>6</sup>

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<sup>4</sup> QAA CoP Section 2: Precept 9

<sup>5</sup> QAA CoP Section 2: Precept 8

<sup>6</sup> QAA CoP Section 2: Precept 6

#### 4. **Effective management and administrative systems**

The Panel must assess whether there are effective and accountable management systems and whether appropriate administrative infrastructures are in place to support the delivery of the University provision franchised to the institution. The prospective partner must provide information to address the following:

- Are there reliable, accurate and systematic arrangements for recording marks?
- What are the arrangements for the conduct and invigilation of examinations and are they consistent with University regulations and requirements?
- What are the arrangements for data collection and are they adequate for the University's requirements?

#### 5. **Appropriate resources to support higher education programmes**

The Panel must assess the adequacy of the resources to deliver a high quality learning experience appropriate to higher education. The prospective partner should provide evidence to address the following issues:

- Are there appropriately qualified and experienced staff to deliver the existing and proposed portfolio?<sup>7</sup>
- Under what form of contract are staff employed?
- What are the arrangements for induction, appraisal, promotion and staff development?<sup>8</sup>
- What arrangements are made for the training of staff new to teaching?
- What are the grievance, harassment and disciplinary procedures for staff?
- Is there appropriate technical and administrative support available?<sup>9</sup>
- Is the Library and IT provision appropriate to offer appropriate support to staff and students?
- Is there appropriate teaching and learning accommodation available?<sup>10</sup>
- What are the services in place for students in relation to welfare, counselling, CEIG (career education, information and guidance) and students with disabilities?
- What arrangements are in place for academic support and personal tutoring?
- What are the equal opportunity and diversity policies?\*
- Is there provision for promoting innovation and development in teaching?

#### 6. **Quality assurance and enhancement processes**

The Panel must assess the appropriateness of the quality assurance and quality enhancement processes. The prospective partner should describe and provide evidence :

- Who has responsibility for organisation of the assessment of students? Is the administrative support adequate?
- How is student progression monitored?
- Are there effective mechanisms for the review of assessment regulations?
- How does the institution set, maintain and develop its academic standards?

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<sup>7</sup> QAA CoP Section 2: Precept 17

<sup>8</sup> QAA CoP Section 2: Precept 17

<sup>9</sup> QAA CoP Section 7: Appendix 3

<sup>10</sup> QAA CoP Section 7: Appendix 3

- How is feedback on assessment given to students?
- How are evaluations of courses obtained from students?

*Programme Specific Issues*

**A. Appropriate resources to support HE programmes**

- (i) Is there adequate space (and facilities) for teaching and learning of the proposed course(s)/programme(s)?
- (ii) Are the number and calibre of staff appropriate to the programme or course proposed for franchising?
- (iii) Are there adequate computing and library facilities to offer appropriate support to staff and students for the proposed course(s)/programme(s)?

**B. Ethos and environment for teaching and learning appropriate to higher education**

- (i) Are the majority of teaching staff in possession a professional teaching qualification or other evidence of their teaching competence?
- (ii) How does research underpin teaching (if this is appropriate)?

**C. Appropriate quality assurance and quality control procedures**

- (i) Are there adequate procedures in place for the verification of marks?
- (ii) Are there reliable, accurate and systematic arrangements for recording marks?
- (iii) What are the arrangements for the conduct and invigilation of examinations and are they consistent with University principles?
- (iv) How is student progression monitored?

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## THE UNIVERSITY OF SUSSEX

**Programme Agreement**

The Programme Agreement is drawn up for each programme, or strand of a programme, delivered by a partner organisation on a franchise basis. It sets out the responsibilities of each organisation in relation to that specific programme, and includes:

- *General definition of institutional responsibilities, to include*
  - Acknowledgement that the ultimate academic control lies with the University
  - Joint advertising and publicity for the programme will be undertaken, subject to approval by the University's Publicity Office
  - Responsibility of the University for the recruitment and admissions of students
  - Details of the specific regulations which will apply to the programme
  - The responsibility and delivery of the programme lies with the partner institution
  - The University committee which has oversight of the provision of the programme
  - Where the students will be registered and enrolled
  - What facilities and services will be available to the students
  - How complaints should be dealt with
- *Academic oversight, to include*
  - The locus of responsibility for curriculum design and development and how the curriculum is approved
  - Annual monitoring procedures
  - Periodic review procedures
  - The role of the link tutor
  - Where appropriate, the role of any Steering Group
- *Programme management at the partner institution, to include*
  - Establishment of a programme team
  - Preparation of the annual monitoring report
  - Responsibility of the partner to maintain appropriate quality of provision
- *Staff, to include*
  - The responsibility of the partner for recruitment, appointment, induction and development of staff teaching on the programme.
  - Staff development
  - Notification of changes
- *Admissions, to include*
  - Applications to come via UCAS, to the University
  - The University's responsibility to make admissions decisions
  - Entry requirements
  - Level of English required for overseas students
- *Examinations and assessment, to include*
  - That examinations and assessment will be set and conducted according to University procedures.

- Exam boards will be chaired by member of Sussex faculty and serviced by a member of the University's administrative staff, terms of reference to be determined by the University
- Requirements for progression
- Arrangements for the publication of the results
  
- *Student records, to include*
  - The responsibility for record keeping
  - The responsibility for transcripts
  - The responsibility for notification of resits
  
- *Financial arrangements*
  - Arrangements agreed between the two institutions regarding finance
  
- *Review and termination of the agreement, to include*
  - The period of the agreement
  - Determining the viability of the programme
  - Notice period
  - Arrangements for applicants who are on programme or have had their place confirmed in the event of termination of the agreement
  
- *Equal opportunities*
  - Acknowledging that all aspects of the agreement would be subject to equal opportunity policies of the organisations.

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