

THE GLASGOW SCHOOL OF ART

COLLABORATIVE PROVISION: FORMAL AGREEMENTS

POLICY DETAILS:

Date of approval	March 2014
Approving body	Academic Council
Supersedes	
Date of EIA	
Date of next review	<i>See departmental schedule</i>
Author	Policy and Governance
Responsible Executive Group area	Policy and Governance
Related policies and documents	<ul style="list-style-type: none">• Collaborative Provision Policy• Collaborative Provision: The Student and Staff Experience• Collaborative Provision: Risk Assessment• Collaborative Provision: Due Diligence• Collaborative Provision: Monitoring and Review• Collaborative Provision: International Articulation• Collaborative Provision: UK Articulation• Collaborative Provision: Policy on Student Exchange Arrangements• Collaborative Provision: Guidance on Conflicts of Interest• Collaborative Provision: Anti-Bribery and Corruption Policy
Benchmarking	UK Quality Code for Higher Education University of Glasgow

FORMAL AGREEMENTS

GSA collaborative arrangements are underpinned by a formal written agreement. The agreement is a legally binding document setting out the rights and obligations of the parties. Given that collaborative provision can range from student exchanges to partnerships with institutions overseas, the nature of the arrangement is reflected in the complexity of the agreement.

When GSA enters into a programme provision arrangement with another organisation, the usual form of document is a Memorandum of Agreement. Memoranda are signed by GSA authorised signatories who are GSA's senior representatives. This would normally be the Director. To ensure compliance with Quality Assurance and legal, financial and governance requirements, signatures would normally be required from the Registrar and the Director of Finance and Resources. The term of the agreement is usually five years, although it may be less, and the commencement and expiry dates are specified in the agreement. No activity with the partner commences until the Memorandum of Agreement is signed by the parties. Collaborations and the agreements themselves are regularly monitored and reviewed in accordance with GSA policy.

Given a proposing School's involvement in advancing a proposal for collaboration, the proposing School is best placed and, indeed, responsible for managing the collation of information for the draft Memorandum of Agreement. The principal agreement is drafted by GSA's solicitors and will undergo legal scrutiny but solicitors rely on the information provided by GSA.

Prior to the draft Memorandum of Agreement stage, the proposal will have undergone a risk assessment and due diligence exercise, in accordance with GSA policy. The outcomes of the risk assessment and due diligence exercise, together with the associated negotiations with the proposed partner, inform the terms to be drafted into the agreement.

However, at a minimum, a proposal will have examined the following areas and outlined, accordingly, the information necessary for the preparation of the draft agreement.

Advice is available on all aspects of the policy by contacting Policy and Governance, Finance, Human Resources, Marketing and Communications and Student Support, as appropriate. Initial enquiries should be directed to Policy and Governance.

1. Programme of Study

1.1 A proposal will outline the proposed programme of study including details about the course curriculum.

1.2 A proposal will state:

- the nature and title of the programme including the final award
- the date of programme commencement
- the period of study
- the institution where study takes place
- the mode of delivery eg part-time, full-time, distance learning
- the language of study and assessment
- the contribution of each partner to the design and delivery of the programme
- the mapping of programmes in articulation arrangements
- the monitoring of standards of the partner's qualification

NB A copy of Programme Specifications may be attached as a Schedule to the Agreement.

2. Programme Administration

2.1 A proposal will outline how the programme will be managed to ensure that academic standards and the quality of learning opportunities for students are assured.

2.2 A proposal will state:

- which institution is the lead or administering institution
- which institution is responsible for annual monitoring and review and how monitoring and review will operate (where GSA not responsible, a proposing School will have assured itself that the partner institution has monitoring and review policies that align with, or are comparable to, GSA's and this should be stated in the agreement)
- which accrediting bodies will be consulted in relation to programmes and how this will operate
- any relevant Joint Liaison Committee and provide details of its operation in terms of the collaboration

3. Registry

3.1 A proposal will provide clear information on the institution responsible for the Registry function including responsibility for registration, recruitment, admissions, student records, transcripts and graduation.

3.2 A proposal will state:

- which institution is responsible for registering students
- how a partner institution will provide reports on the number of registered students, withdrawals and information on student progression where GSA does not have responsibility for registration
- the initial student numbers, target student numbers and any limits on the number of students that might be admitted by GSA or the partner institution
- the admissions processes and admissions criteria
- the institution responsible for processing applications
- any specific requirements relating to students in articulation arrangements eg at what stage registration takes places, unconditional offer letters, specific grade requirements, English language requirements etc
- when and what access students have to GSA facilities in articulation arrangements
- the institution responsible for maintaining student records and issuing student transcripts
- retention of student records in line with Data Protection and Freedom of Information legislation
- graduation arrangements including where graduation will take place, who will produce certificates, the institutions named on the certificates etc
- the institution responsible for making statistical returns eg HESA, SFC

4. Assessment and Examination

4.1 A proposal will state which assessment regulations apply and how they will operate. Where GSA does not have responsibility for assessment and examination, the proposing School will be assured that the arrangements of the partner institution are equivalent to GSA's.

4.2 A proposal will state:

- which institution is responsible for assessment and examination
- how the setting of assessments and examinations will operate
- the mode of assessment and examination eg written and/or practical
- how marking moderation will operate
- how decisions on progression and awards will operate
- how consideration of extenuating circumstances will operate
- data protection issues
- the role of External Examiners (see below)

5. External Examiners

5.1 Proposing Schools will be familiar with the role of External Examiners for ensuring the quality and standards of programmes and providing an external reference for monitoring fair practice in the assessment of students' performance. The proposal will provide clear information on the arrangements and conditions for employing External Examiners. While the External Examiner system is common practice in the UK and essential for UK quality assurance arrangements, that may not always be the situation in institutions overseas.

5.2 A proposal will state:

- confirmation that the partner institution has been advised of the External Examiner system in collaborations with international institutions
- which institution is responsible for employing External Examiners to oversee the collaboration (where GSA is not responsible, the proposal will clearly state that the partner institution has External Examiner policies that align with, or are comparable to, GSA's)
- External Examiners should oversee both the collaboration and the home programme but where External Examiners only oversee the collaboration there should be arrangements for the sampling of home programme work (or vice versa), and where there is no home programme External Examiners should be from an associated discipline.

6. Regulatory – including Academic Appeals, Student Complaints and Conduct

6.1 The proposal will provide clarity on the regulatory framework of the programme or award being delivered so that staff and students at both GSA and the partner institution are in no doubt about the appropriate procedure.

6.2 A proposal will:

- confirm which institution's regulations apply to the programme or award

- confirm which institution's regulations apply in the event of academic appeals, student complaints and conduct (where GSA not responsible, the proposal will clearly state that the partner institution should have regulations and policies that align with, or are comparable to, GSA's and this should be stated in the agreement)
- consider the logistical and administrative challenges of managing the regulatory function, in geographically distant partnerships and particularly those overseas
- consider any impact on GSA Students' Association

7. Marketing and Publicity

7.1 GSA requires that there is effective control and monitoring of marketing and publicity to assure GSA's reputation as well as protect GSA from potential disputes. The control of marketing and publicity is also pertinent given the importance of providing accurate information to the public.

7.2 A proposal will state:

- the publicity and marketing materials the partner institution will publish
- the publicity and marketing materials GSA will publish
- the partner institution will obtain prior written approval from GSA where the partner intends to publish GSA branded materials or where the partner refers to GSA in its publicity or marketing materials
- GSA will seek prior written approval from the partner where GSA intends to publish branded materials of the partner or refers to the partner in its publicity or marketing materials
- parties will provide accurate information to the public
 - free from inappropriate comparisons of other programmes provided by third parties
 - free from derogatory statements about third parties
 - free from misleading statements or advice about the recognition of awards by public or other authorised bodies or professional bodies or bodies in other countries
 - free from statements that could reasonably bring the other Party into disrepute.

7.3 As the degree-awarding body, the University of Glasgow ensures that they have effective control over the accuracy of all public information, publicity and promotional activity relating to learning opportunities delivered with others which lead to their awards.

7.4 The University requires sight of all related GSA publicity materials, including those relating to GSofA Singapore. The Marketing and Communication department ensures that promotional literature and publicity materials are sent to the Senate Office at draft stage.

This includes the following:

- Web based materials related to programmes leading to an award of the University;
- Prospectuses for potential students, both undergraduate and postgraduate;
- Publicity material available to the general public that refers to the GSA's relationship with the University;
- Promotional material for newly-approved programmes that is to be made publicly available.

- 7.5 GSA is responsible for ensuring accuracy in marketing, publicity and other promotional materials relating to the validated programmes and ensures that the term *Validated by the University of Glasgow*, or equivalent, is not used in marketing, publicity and other promotional materials relating to any programme other than those listed in the Memorandum of Agreement.
- 7.6 Confirmation from the Director of Marketing, Communication and Strategic Planning that all GSA publications, in all formats, comply with the above is included in GSA's Annual Report to the University of Glasgow Senate.

8. Financial Arrangements

- 8.1 Prior to considering the financial information required for the draft Memorandum of Agreement, the proposing School will have prepared a business plan, carried out a financial risk assessment and due diligence exercise and taken part in negotiations with the partner institution, which may be ongoing but at an advanced stage. This process informs the financial terms required to be drafted into the agreement.
- 8.2 A proposal will confirm the following have been assessed:
- how the partner is financed
 - the solvency and financial base of the partner
 - licence to trade costs
 - tax implications
 - insurance and indemnity
 - the transfer of funds (in overseas partnerships)
 - currency fluctuations (in overseas partnerships)
 - market conditions and commercial environment
 - contingencies
 - how the programme will remain profitable
 - compliance with statutory and Scottish Funding Council requirements
- 8.3 A proposal will state the agreed position of GSA and the proposed partner in relation to:
- the share of income for GSA and the partner (percentage split and/or guaranteed income)
 - when payments are due and in which currency
 - the share of the running costs eg travel, insurance, office accommodation, resources needed to undertake teaching or research, residential accommodation and subsistence for staff and External Examiners
 - the arrangement for parties to absorb costs where total costs deviate +/-5% from projected costs
 - how the programme will be funded
 - how students will be funded
 - the collection of tuition fees - who will collect and how the non-fee collecting partner is paid their share
 - the level of tuition fees and whether fees are fixed for the life of the agreement
 - whether scholarships apply
 - the financial arrangements if the agreement is mutually terminated early due to low enrolments

- the financial arrangements if the agreement is terminated early due to one party deciding to withdraw
- the responsibility for unpaid fees and any associated action required
- the responsibility and share of the costs
- responsibility for the monitoring and reporting of financial accounts

9. Legal

9.1 A proposal will have undergone an assessment of the legal issues, in accordance with GSA policy on risk and due diligence, as well as engaging in negotiations with the partner institution. The proposal will be clear on the legal framework in which the programme will operate.

9.2 A proposal will state the agreed position of GSA and the proposed partner in relation to:

- the partner institution having home-country legality
- the partner institution achieving Government/national regulatory body approval to operate the programme
- the partner institution achieving Ministry of Education approval of the collaboration
- the applicable law and legal jurisdiction in the event of disputes
- compliance with equality legislation
- compliance with data protection legislation
- compliance with freedom of information legislation
- compliance with health and safety legislation
- compliance with UKVI related legislation
- agreement on the ownership of intellectual property rights
- agreement on the use of confidential information
- agreement on insurance and liability
- agreement on limitation of liability – considering the commercial nature of the level of any liability cap
- agreement on standard clauses eg force majeure, specific implement, no assignation, waiver, severance, notices etc
- agreement to notify each other of any changes in relation to status or ownership and any associated consequences in respect of their institution
- agreement that no activity will commence with a partner institution until the formal written agreement is signed
- preclusions to be written into the agreement (eg franchising, serial arrangements etc)

10. Human Resources

10.1 A proposal may have included an institutional visit and a proposal will have considered issues affecting Human Resources. It may be that not all HR issues need to be drafted into the agreement, for example, where matters involve GSA internal operations. However, there will be terms that require to be drafted into the agreement that affect both parties.

10.2 A proposal will state, subject to GSA approval, the agreed position with the partner on:

- the space and facilities for teaching and learning (including IT equipment, equipped office and meeting spaces, library, studios and physical resources)

- provision of a safe working environment for students
- non-academic campus facilities
- the staffing for the operation of the programme including:
 - the arrangements for resourcing the programme from existing staff or the recruitment of additional staff (including administrative support)
 - the arrangements for GSA approval of staff appointments for the proposed programme
 - staff being suitably qualified
 - staff training requirements including induction
 - the recruitment of staff overseas (in international arrangements)
 - the relocation of staff or any on site living accommodation requirements
 - the form of contract for staff
 - the logistics and challenges of distance or transnational delivery eg unfamiliar learning environment, cultural differences, planning, preparation and teaching at a distance
- the arrangements for academic support including staff appraisal and performance
- the arrangements for student welfare and support

11. Term and Termination

11.1 The usual term of a Memorandum of Agreement is five years although it may be less, for example three years. A proposal will have considered the nature of the arrangement, the risk assessment, due diligence exercise and the negotiations entered into with the partner and decided upon an appropriate length of time for the agreement to be in place. The commencement and expiry dates are written into the agreement and the agreement is signed prior to the activity to which it relates begins.

11.2 A proposal will have considered mechanisms for mediation as well as extension, withdrawal or termination of the agreement given that plans for contingency arrangements have to be in place so that students can complete programmes and academic standards and the quality of the student experience is assured in a teach-out period should arrangements cease.

11.3 A proposal will state:

- the duration of the agreement (5 years, 3 years or other as applicable)
- the ability to extend/amend the agreement in light of review and the mutual agreement of the parties
- the options for mediation in the event of disputes
- the period of prior written notice required by GSA (or to the partner) regarding withdrawal/termination of the agreement (usually 6-9 months)
- the reasons for being able to terminate the agreement immediately e.g. conduct or prejudicial behaviour of the partner, insolvency of the partner etc.

- the financial implications of withdrawal/termination
- the termination procedure:
 - agreement with the partner on formal written correspondence for notification of withdrawal/termination of the agreement
 - agreement with the partner on who will undertake formal written correspondence to notify third parties on withdrawal/termination of the agreement
 - agreement with the partner on consultation with students regarding completion of the programme
 - agreement with the partner on arrangements for students regarding completion of the programme
 - agreement with the partner on arrangements for the maintenance of academic standards and student experience in the teach-out period
 - agreement with the partner on notification to relevant Associated Teachers (staff at partner institution)
 - agreement with the partner on notification to External Examiners
 - agreement with the partner on arrangements regarding the Board of Examiners
 - agreement with the partner on arrangements regarding the final assessment process re: resubmission/repeat
 - agreement with the partner on Student Transfer Arrangements
 - agreement with the partner on notification to PRSBs
 - agreement with the partner on the cessation of the use of the other party's resources
 - agreement with the partner on the cessation of the use/return/destruction of the other party's confidential information
- the cessation of marketing and publicity
- the cessation of intellectual property belonging to the other party
- the implications of the Data Protection Act and the Freedom of Information Act in relation to student records and other pertinent partnership documentation or records.