# Section B

# Managing Higher Education Provision with Others

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## Forms and Templates

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## Contracts

|  |  |
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| B7 | Institutional Agreement template |
| B7 (i) | Schedule 5a GDPR DPC1 Controller to Processor no IDTA |
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| B8 | Annual Institutional Monitoring report template |
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| B10 | Institutional Re-approval Report template |
| B11 | Checklist for completion of action plan for terminating a Collabroative Partnership |
| B12 | Termination Agreement template |
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| BG(i) | The Role of the Liaison Officer |
| BG(ii) | Liaison Document Guidelines |
| BG(iv) | Guidelines on the application of regulations and procedures for collaborative provision |
| BG(v) | Promoting and marketing collaborative programmes |
| BG(vi) | Availability of University services and resources for different types of collaborative provision |
| BG(vii) | Spectrum of collaborative provision and associated due diligence requirements |
| BG(viii) | Guidance on preparing a collaborative partner contingency plan |

## Abbreviations in this section

|  |  |
| --- | --- |
| AQSH | Academic Quality and Standards Handbook |
| CEP | Course Enhancement Plan |
| EC | Education Committee |
| HEAR | Higher Education Achievement Record |
| IAV | Institutional Approval Visit |
| JEC | Joint Executive Committee |
| KU | Kingston University |
| LTEC | Learning and Teaching Enhancement Centre |
| MEP | Module Enhancement Plan |
| OFSTED | Office for Standards in Education |
| OfS | Office for Students |
| PMG | Portfolio Management Group |
| PSRB | Professional, Statutory & Regulatory Body |
| QAE | Quality Assurance & Enhancement |
| QAPCC | Quality Assurance Portfolio Change Committee |
| RPL | Recognition of Prior Learning |
| RPEL | Recognition of Prior Experiential Learning |
| RPCL | Recognition of Prior Credited Learning |
| SR | Substantive Review |
| SVC | Student Voice Committee |
| SPP | Student Protection Plan |
| VCO | Vice Chancellor’s Office |

## Definitions

#### Collaborative Provision/Partnerships

1. The Office for Student’s Regulatory Framework states that in order to demonstrate compliance with Condition A1 (Academic Governance), Universities are required to provide evidence that: “Where the organisation works with, or proposes to work with, other organisations to deliver learning opportunities, the arrangements are based on a strategic approach, informed by the effective assessment of risk including the carrying out of due diligence. They are defined in a written legal agreement and are subject to the same robust oversight and governance as the rest of the organisation’s provision.” The management of collaborative partnership provision will be subject to the processes outlined in this section of the Handbook.

#### Validation

1. Validation is a term describing the process outlined in section C. It is different from the definition of a “validated course”. All new courses that lead to the award of credit go through a process of validation.

#### Categories

1. The categorisation of partnership arrangement is determined primarily on who has the contractual relationship with the students, whether KU or Partner. This then determines the actual category of partnership and the responsibilities for both parties as shown below.
2. The following rules apply to all partnership arrangements (regardless of how they are categorised):
3. Kingston University retains overall responsibility for quality and standards
4. Courses always lead to a Kingston University award
5. Courses need to be approved /validated by Kingston University, including any subsequent changes.
6. Courses are subject to KU academic regulations and policies, as detailed in the institutional agreement, unless a variation to the policy or regulation has been approved by the University.
7. Kingston University has the following categories of collaborative partners:

|  |  |  |  |
| --- | --- | --- | --- |
| **Category** | **Franchised** | **Validated** | **Embedded College** |
| **Definition** | “An arrangement whereby the University authorises a collaborative partner to deliver all or part of a course which has been designed and is owned by Kingston University. The University has overall control of the course’s content, delivery, assessment, and quality assurance arrangements.” | “An arrangement in which a module or course developed and delivered by a collaborative partner has been approved by the University to lead, or contribute, to a Kingston University award.” | “A provider operating within or near University premises, in partnership or as part of a joint venture, usually delivering pathway courses which prepare students for entry to higher education courses at the University, or integrated courses which students complete at the University.” |
| **Partner location** | UK or overseas | UK or overseas | UK |
| **Course (IP) ownership** | KU. Course must be designed and owned by KU. | Partner. | KU or partner |
| **Fees paid to (via SLC or direct)** | KU or Partner  (if partner is accessing SLC funding then must be KU, if not eligible then who collects the fees is agreed with the partner) | Partner | KU or Partner  (if partner is accessing SLC funding then must be KU, if not eligible then who collects the fees is agreed with the partner) |
| **Returned in KU HESES** | Yes, if fees paid to KU | No | Yes |
| **Returned in KU HESA** | Yes, if fee paid to KU | No | Yes |
| **Returned in Aggregate Offshore Return (AOR)** | Yes, if partner is overseas | Yes, if partner is overseas | No |
| **Access to KU resources** | Need to agree | No – only Canvas | Need to agree |

#### Validated courses

1. The University does not normally enter into collaborations with partners in subject areas in which it has no cognisant in-house expertise. Proposals for such arrangements will be looked at on a case-by-case basis by the Portfolio Management Group (PMG). Particular attention will be paid to ensuring that arrangements are in place to enable the faculty to carry out its responsibilities in respect of quality assurance (for example, moderation of student work).

#### Franchised courses

1. Some variation to the course and/or modules may be permitted to suit local circumstances, but normally the learning outcomes of franchised courses are identical to their ‘in-house’ counterparts and/or to courses offered by the other partners in the franchise. Where the first part of the franchised provision is delivered at the partner, and the remainder is delivered at the University, this is designated through the terms e.g. ‘1+2 franchise’ or ‘2+1 franchise’.
2. Franchised courses can be delivered by a partner institution on a subcontracted basis. In this instance, the University has full contractual responsibility for the provision of education, will return the students in its statutory returns and where access to student support is concerned will submit course information to the Student Loans Company and will receive the relevant tuition fee loans.
3. The OfS considers a course to be part of a subcontracted arrangement if, typically, the following conditions are met:

* There is a written, legally binding agreement in place between the lead provider and the delivery provider that sets out the conditions of the arrangement;
* The student has a contractual relation with the lead provider [Kingston University];
* The fee and/or fee loan is paid to the lead provider [Kingston University];
* The student is registered as a student of the lead provider and is included in its data returns.

*(OfS Regulatory Framework, paragraph 64)*

#### Double degrees

1. This is an arrangement that involves students completing a single programme of study that is otherwise wholly joint, but upon completion students are awarded two separate awards conferred by each degree-awarding body involved. The programme is typically validated separately by KU and the partner, with KU responsible for the quality assurance and standards of its award. The certificate and/or transcript or record of achievement, of at least KU will refer to the existence of the other degree awarding body and will make clear that they refer to the completion of a single, jointly conceived programme.

#### Joint degrees

1. This is an arrangement under which two or more awarding institutions together provide a programme that leads to a single award made jointly by both, or all, participants. A single certificate or document (signed by the relevant authorities) confirms the successful completion of the jointly delivered progamme. The partners have a joint responsibility for the award including curriculum, quality assurance and the student experience.

#### Dual degrees

1. This is an arrangement where a student follows a programme jointly conceived by two partners, but does not need to satisfy the requirements of all partners to achieve an award, i.e. the programmes are designed to enable students to achieve more than one distinct set of criteria. An example of provision of this kind is of two degree-awarding bodies jointly designing a programme of study comprising a joint initial curriculum, followed by two separate blocks taken consecutively at each partner in turn, leading to two separate qualifications awarded individually by the two degree-awarding bodies. Students who successfully complete both programmes receive separate certificates, one for each qualification, granted by each of the awarding bodies. Each degree awarding body is responsible for their own award, but the two components form a single package, and the overall arrangement is a joint enterprise. A distinguishing feature of this type of arrangement is that the overall study period and volume of learning is longer than either of the individual awards separately.

#### Joint delivery

1. This is where a Kingston University award is jointly delivered by the partner and the University (this should not be confused with a ‘joint award’, see above). For quality assurance purposes, provision which is jointly delivered is treated in the same way as franchised provision.

#### Articulation Agreement

1. A formal agreement whereby students who satisfy academic criteria on a programme offered by another organisation or institution are entitled to be admitted with advanced standing and specific credit to a subsequent stage of a University award. Students who achieve the agreed standard have the right to enrol on the articulated programme (see section H for further details).

#### Flying Faculty

1. An arrangement whereby a programme is delivered in a location away from the University by staff from the University, who also carry out assessment. Support for students may be provided by local staff.

#### Placement Learning

1. The learning achieved during an agreed and negotiated period of learning that takes place outside the institution, where the learning outcomes are intended as an integral part of a programme of study.

#### Other types of arrangement

1. The following types of arrangement do not fall within the University’s definition of collaborative provision.

#### Credit Rating

1. The process of assigning to a module (or equivalent unit of learning) a number of credits at a specified level (see section H for further details).

#### Progression Agreements/Compacts/Accords

1. These are arrangements designed to support individual students in the application process to the University. They can apply to enter at the start of a course or to enter with advanced standing (see Advanced Standing). The partners agree to support and facilitate the applications from individual students covered by the agreement. These agreements often underpin vocational progression pathways, support applications from non-traditional entrants in Widening Participation initiatives and offer certain guarantees to students applying from the partner, including support in RPL. They do not, however, offer a guarantee of entry.

#### Advanced Standing

1. This is where an individual applicant is entered onto a later year or level or stage of a University award (including exemption of one or more modules), through the use of RPL (see Section H for further details).

### Purpose

1. The University may offer courses leading to its awards in collaboration with other institutions or bodies in the United Kingdom or overseas. The purpose of the processes described in this section of the handbook are to ensure that the University enters into appropriate collaborations with partners (for example, in relation to their legal, financial and educational standing), and that, once approved, these partnerships continue to operate effectively.
2. This section of the Handbook is split into two parts. Section B1 relates to academic partnerships with other organisations where the partner is responsible for all or part of the delivery of a Kingston University award and the relationship is formalised by a formal contract. Section B2 relates to the provision of placement learning.

### Criteria

1. In all its collaborative provision, the University is responsible for:

* the academic standards of all of its awards;
* the quality of the learning opportunities provided, regardless of where these opportunities are delivered and who provides them;
* ensuring that the standards of the awards and of the subject benchmarking with any collaborative arrangements are equivalent to those of comparable awards and courses provided exclusively by the University;
* ensuring that there are adequate systems to support the management and administration of the courses, sound and effective quality assurance systems; suitable teaching, learning and assessment strategies and access for students to an appropriate learning environment including physical and human resources;
* ensuring that the student experience is as similar as possible whether students are studying at the University or at the partner institution;
* that the information relating to the provision provided through collaborative arrangements (in any media) is accurate;
* the provision of contingency arrangements to protect the continuation of study should the partner cease to be able to continue to deliver the programme that leads to a KU award.

## Section B1: Collaborative Provision: Approval, Monitoring & Operation of Collaborative Partnerships

1. This part of Section B covers the processes and procedures designed to support the set-up and on-going delivery of collaborative activity where another provider is responsible for the part or all of the delivery of a KU award.
2. Following initial Institutional Approval, each collaborative partnership is subject to annual Institutional Monitoring and five-yearly Institutional Re-approval. Individual courses offered by a partner are subject to Kingston Continuous Enhancement Programme processes, including the writing of module and course enhancement plans (MEPs and CEPs) annually and Substantive Review on a five-yearly cycle.

### Process

#### Pre-Approval process

1. This section outlines the procedures for approval of a new collaborative partner that wishes to deliver all, or part, of a course leading to a Kingston University award.
2. As soon as a faculty, or any other part of the University, commences discussions about a new venture with a prospective collaborative partner, the faculty should identify a member of staff to act as Developmental Liaison Officer. This person should be involved in the early negotiations between the faculty and the prospective partner. The faculty should notify QAE of the potential development at the earliest opportunity so that appropriate advice and guidance can be provided.
3. Following initial discussions, the faculty should discuss with the prospective partner: the programme development; the potential recruitment and financial arrangements; operational and resource issues, and other details that will inform the completion of the form A2a (PMG approval) and form A2b (New Course / Partner proposal) . It is advised that the faculty provide the prospective partner with a copy of the Institutional Agreement template (Form B7) early in the negotiations, so that the partner is aware of the normal contractual obligations associated with Collaborative Provision. It is strongly advised that a member of faculty staff visits the potential partner organisation prior to the completion of the forms, in order to better understand the prospective partner’s context and make an assessment of risk.

#### Institutional Approval process

1. The faculty should submit form A2a to QAE for submission to the Portfolio Management Group (PMG).
2. It is acknowledged that it may not be appropriate for proposals for new courses involving existing or new collaborative partners of the University to be subject to a full market evaluation (for example, the contract may include a ‘guaranteed intake’ clause or there may be a need for the University to respond quickly to a potential new opportunity). The anticipated market demand should be clearly identified in the ‘rationale’ section of the PMG. These proposals will be considered by PMG on a case-by-case basis to ensure that the University is entering into a relationship that has the potential for viable recruitment and will make a decision as to whether the proposal can proceed to the due diligence stage and in principle to validation (see Section C for information about the validation process).
3. The PMG will consider the proposal against the University’s strategic objectives and overall fit with the University’s academic portfolio.
4. Once PMG approval has been received, the faculty should submit the more detailed form A2b to the Clerk of the Quality Assurance Portfolio Change Committee (QAPCC). The form will be considered by the QAPCC (see Section A) alongside the Due Diligence report (see below).
5. QAPCC’s decision-making will be informed by consideration of the A2b form against the established and emerging strategic priorities of the University and the participating faculty(ies) and/or as directed by PMG. The assessment of strategic fit will include not only the proposed activity, but also the proposed partner. The proposed partnership should also be considered in the context of Government priorities and policies. QAPCC may tailor the nature of the ensuing due diligence enquiry depending on the type and nature of the proposed activity.

#### Due Diligence

1. Once PMG has granted approval to proceed to the due diligence stage, QAE will request the relevant due diligence evidence from the prospective partner – see Forms B1-3. Consideration of the supporting evidence and preparation of a due diligence report for QAPCC (see Forms B4-6) will then be co-ordinated by QAE, in liaison with the Vice-Chancellor’s Office (VCO) and Central Finance. Due Diligence is a risk-based process, and evidence will be considered within the context of the development as defined in the A2a form.The report will normally be produced by QAE within four weeks of receipt of the due diligence evidence although there may be occasions where supplementary/clarificatory information is requested from the potential partner which may extend this timeline.
2. If, in light of the due diligence report, QAPCC is sufficiently confident about the proposed partnership, it will make a recommendation to Academic Council that the institution is approved as a collaborative partner of the University. Alternatively, where QAPCC perceives there to be a high risk in relation to the proposal, it may require further investigations, and, in some cases, may require an Institutional Approval Visit (IAV) to the proposed partner to investigate particular issues.

#### Collaborative Partner Contingency Plans

1. The University has a responsibility to ensure that all students are provided with the opportunity to complete the programme of study on which they are enrolled, including those students studying at collaborative partners. Although rare, a situation may occur which prevents a partner being able to continue to deliver a programme and an alternative offer should be made to those students to enable them to complete. As part of the initial due diligence process, the University will work with the collaborative partner to articulate a Contingency Plan (see Template B13) that can be put in place should such a situation arise. There is an expectation that following institutional approval, the Executive Committee reviews the efficacy of the Collaborative Partner Contingency Plan on an annual basis.
2. The University expects that under normal circumstances students registered on a course that is closed will be enabled to complete their chosen course of study at the partner. See Template B13.

#### Institutional Approval Visits (IAVs)

1. Where an IAV is required, these will be undertaken by two members of senior staff drawn from Academic Council, the Education Committee or the QAPCC. The Institutional Approval panel will be accompanied by the Dean (or nominee) of the sponsoring faculty and the member of staff responsible for the initial development of the link, as well as a Clerk from QAE. IAVs will be organised by QAE in consultation with the sponsoring faculty and the proposed partner.
2. The purpose of the IAV is to assess the suitability of the proposed partner and in particular to discuss any issues arising from the due diligence process. The IAV, will normally be conducted over half a day and will typically comprise a short private meeting of the panel, a tour of resources, a meeting with the Chief Executive and senior staff from the partner, followed by a further private meeting and feedback to the partner. Alternative timings will be considered for overseas provision.
3. A report of the visit will be prepared by the Clerk, summarising the panel’s main findings and recommendations. The report will be confirmed by the Chair of the panel and circulated to the partner in order to correct any factual inaccuracies. The report will conclude with a recommendation to QAPCC as to whether the institution should be approved as a partner of the University.

#### Confirmation of Institutional Approval

1. Once QAPCC (or the IAV panel – see paragraphs 34-36) has approved the institution as a partner of the University, QAE will write to the partner and the faculty confirming Institutional Approval and noting that the validation process can now commence. The Institutional Agreement can also be signed at this point (see Contractual and funding arrangements). The Institutional Agreement must be signed two months before the start of the course. In exceptional circumstances a shorter deadline may be permitted following approval by the Pro Vice-Chancellor (Education) or Head of Quality Assurance and Enhancement.
2. Once institutional approval has been confirmed, the validation process outlined in Section C can commence.
3. Where institutional approval is not confirmed, the sponsoring faculty will be responsible for notifying the organisation of the University’s decision.

#### Costs of Institutional Approval, Validation and Substantive Review

1. The costs of the Institutional Approval process (including the visit, if one is carried out) and the costs of the validation event will be agreed in advance and recovered from the prospective partner. The current fee payable by the partner for the Institutional Approval and validation process are set out in the AQSH Introduction guidance (iii). It is usual practice for the faculty to recover the sum from the partner.
2. Courses offered by/with collaborative partners will be subject to Substantive Review, and any costs arising from these events will be recovered from the partner. The current fee payable by the partner for Substantive Review events is available in AQSH Introduction, guidance (iii). It is usual practice for the faculty to recover the sum from the partner.

### Contractual and funding arrangements

1. Once Institutional Approval has been granted, an Institutional Agreement (Form B7), or an Articulation Agreement (see section H) must be signed before the course(s) or the articulation arrangement can commence*.* Institutional Agreementsare established for an agreed period of time, not normally longer than five years.
2. The same Institutional Agreement template (Form B7) is used for all partnerships, but some clauses and the content of the accompanying schedules will vary depending on the funding arrangements for the partnership and the responsibilities regarding data protection. In these cases, options are provided in the template and the relevant clause/schedule must be selected.
3. The Institutional Agreement includes five schedules:

* **Schedule 1** which lists the courses covered by the Agreement;
* **Schedule 2** which deals with administrative arrangements;
* **Schedule 3** which deals with financial arrangements;
* **Schedule 4** which deals with Intellectual Property Rights;
* **Schedule 5** which deals with Data Protection.

1. The responsibility for agreeing the financial terms of the agreement will rest with the relevant Dean of the faculty in consultation with the Finance Director. The detailed financial arrangements for the programmes detailed in Schedule 3 will be subject to annual review, via the Executive Committee, to agree recruitment targets and other necessary adjustments.
2. The QAE team is responsible for co-ordinating Institutional Agreements for all partners. Signed copies of all Institutional Agreements are held by QAE and by the partner.
3. If the Agreement is not signed and returned by the due date, the University may suspend recruitment of students to the courses with immediate effect by giving written notice to the Associate, the Agreement will not take effect.

### Annual Institutional Monitoring

1. All collaborative partner institutions will undergo an annual Institutional Monitoring process, enabling the University to review the operation and performance of its collaborative partnerships.
2. Each year, QAE will compile an Institutional Monitoring report (Form B8) on each of the University’s collaborative partnerships. The report will include a summary of qualitative and quantitative information in relation to the partner such as relevant PSRB reports (where applicable), and information produced by the University’s own quality assurance and enhancement processes such as external examiners’ reports and reports of Substantive Reviews. This will also include a review of the partner’s financial standing.
3. The Institutional Monitoring Report also includes a RAG rating which is based on the analysis of this quantitative and qualitative data which derives an overall score for each partnership, which in turn corresponds to the following overall risk rating as detailed below:

Partner Risk Scores are given on the following basis:

|  |  |
| --- | --- |
| 0-2 Low risk | GREEN |
| 3-6 Moderate risk | AMBER |
| 7+ High risk | RED |

1. The Institutional Monitoring reports will be submitted to Education Committee (EC), accompanied by an overview paper (Form B9), prepared by QAE, that will comprise a summary of activity in relation to institutional approval and re-approval, and a summary of the main issues arising from the Institutional Monitoring reports.
2. Following the approval of the report at EC, QAE will write to each partner enclosing a copy of the report for their institution and a letter highlighting whether any action is required. The letters will summarise the RAG rating and indicate either that the report raised no issues and no action is required, or that some minor issues were raised in the report and action is required by the faculty in liaison with the partner. If the Institutional Monitoring report gives the University cause for concern about a particular partnership, EC will agree one of the following courses of action:

* that a letter is sent to the partner and the sponsoring faculty from the Chair of EC, seeking a response to the issues of concern;
* that an Institutional Re-approval Visit is held (see below);
* that an Internal Quality Audit (IQA) is conducted (see section E);
* that the University should terminate the partnership.

1. Any major issues of concern will be noted in the overview report, and an update provided in the overview report for the subsequent academic year.

### Institutional Re-approval

1. Each collaborative partnership will be subject to Institutional Re-approval every five years. The purpose of Institutional Re-approval is to assess whether the general conditions for the partnership, at an institutional level, are still being met.

1. In the year prior to institutional re-approval being due (i.e. in year 4 of the contract),QAE will write to the managing faculty and the partner alerting them to the impending re-approval process. The faculty and partner, via the Executive Committee, will be invited to revisit the the strategic value of the partnership and whether both partners wish to continue. QAE will liaise with the partner to collect the necessary re-approval evidence, unless the faculty notifies QAE in advance that they would prefer to liaise directly with the partner on this.
2. The information/evidence requirements for Institutional re-approval are detailed in forms B1 – B3.
3. Once the re-approval evidence is received QAE will coordinate the production of the Institutional Re-approval report (Form B10) for the partner in liaison with the VCO and Central Finance. This report draws on the evidence provided by the partner and the outputs of the University’s annual Institutional Monitoring reports for the last five years and reassesses the efficacy of the Contingency Plan. The re-approval report is presented to QAPCC for consideration. Where QAPCC is satisfied with the content of the report, it will confirm institutional re-approval.
4. Whilst it is expected that issues relating to quality and standards in collaborative partnerships will normally be dealt with in routine quality assurance and enhancement procedures (*e.g.* external examining, annual review and development, Institutional Monitoring and Substantive Review), if there is a track record of unresolved issues with the partnership these will be brought to the attention of QAPCC in the Institutional Re-approval report. Where QAPCC considers that the changes in the evidence about the partner or the track record are of concern, either an IQA or an Institutional Re-approval Visit can be triggered. The Institutional Re-approval Visit will normally take the form of the initial IAV (see Institutional Approval Visits) but will focus specifically on the issues identified by QAPCC. QAPCC has the authority to recommend termination of the partnership on the outcomes of these additional investigations.
5. Once Institutional Re-approval has been confirmed by QAPCC, a renewed Institutional Agreement can be signed (Form B7).
6. If the new Agreement is not signed and returned by the due date, the University may suspend further recruitment of students to the Courses with immediate effect by giving written notice to the Associate, and the new Agreement will not take effect. If, however, there is a delay in the signing of the Agreement (including agreement of the constituent schedules), and Institutional re-approval has been positive and both parties are committed to continuing to work together, the terms of the existing Agreement may be extended by six months from the end date. The University will issue a formal extension letter to this effect.

### Programmes delivered or assessed in languages other than English

1. There is a general expectation that programmes of study leading to an award of the University will be delivered and assessed in English unless the curriculum is designed to teach a foreign language. Programmes delivered or assessed in languages other than English pose specific quality assurance issues and a greater challenge to quality management and monitoring. Exceptionally, where a programme is designed to be delivered and/or assessed, either wholly or in part, in any language other than English, the proposal will require the express approval of Academic Council. This requirement applies to new programmes and any proposals to change existing programmes.
2. Academic Council will require a clear justification and details of how the faculty proposes to monitor the academic standards of the programme. If the proposal involves a partner institution overseas and the latter will be responsible for the delivery and/or assessment of part/all of the programme, Academic Council will require confirmation of the steps being taken to deal with any differences in culture and expectation between the higher education systems.
3. The statement for Academic Council should address the following requirements*:*

#### Documentation and conduct of events

1. Publicity material, validation documents, student handbooks, external examiner appointments and reports, and annual review and development reports must be completed in English. Validations, Substantive Reviews, SVCs, JECs and Assessment Boards must be conducted and minuted in English.The provision of adequate resources to allow for the translation of all the necessary documentation to allow the faculty to manage the liaison in accordance with University requirements. For some programmes extra care will be required to check the accuracy of the translation especially when conveying complex concepts and ideas.

#### External Examining

1. The external examiner must be conversant in the discipline and fluent in English. The faculty will need to ensure that there is availability of suitable bilingual or multilingual external examiners (with experience of UK higher education) both at present and for the future duration of the programme.

#### Assessment

1. The University will approve and moderate all assessments in a language other than English.Details of how the faculty proposes to approve and moderate any assessments not done in English should be provided. This will cover both the normal check that the assessments are appropriate in style, content and standard and moderation of the students’ answers. In this context it should be noted that any translation from the native language into English or vice versa necessarily includes a form of editing through the translator and would need be done by an independent translator. The University does not normally approve translation of student work.

#### Cultural differences

1. The awareness by staff of any cultural differences concerning assessment, which may include a local expectation of what Kingston University would consider inappropriate levels of ‘coaching’ and a potentially different attitude to the use of sources and how these issues will be addressed.

#### Staff

1. The University will reserve the right to not validate a programme delivered and/or assessed in a language other than English if it has no staff of its own competent in the language of tuition and/or assessment, as well as in the relevant Subject, and judges this to constitute an impediment to the successful quality assurance of the programme.

#### Certificate and HEAR

1. The faculty should confirm that all parties are clear about the final certification provided to graduates. The name of the partner will be included on the certificate and the language of delivery and/or assessment and location of study on the HEAR. Further information is available from the [‘Awards of the University’](http://www.kingston.ac.uk/aboutkingstonuniversity/howtheuniversityworks/policiesandregulations/#ar) document*.*

#### Translation

1. The Faculty should confirm that all parties are clear that translation of material must be carried out by translators approved by the University as competent and independent and that the cost will be borne by the partner institution.

#### Course Closure

1. Either a faculty, or a partner may decide that they no longer wish to offer a course as part of their portfolio. The notice periods for course closure are indicated in the Institutional Agreement. Where it is the case that the faculty or partner wishes to proceed to course closure, Form A3 must be completed and sent to QAE for submission to QAPCC, which will give the final sanction to close any course(s). In implementing the process of closure, the faculty and the partner must liaise to ensure students (current and prospective) are informed and supported and that relevant marketing information is updated appropriately.
2. The University will be responsible for ensuring that adequate standards are maintained for all students remaining on a course that has been closed. The University expects that under normal circumstances students registered on a course that is closed will be enabled to complete their chosen course of study at the partner. Where circumstances occur that the partner is unable to continue to deliver the KU award as planned, the Collaborative Partner Contingency Plan (see Collaborative Partner Contingency Plans) will be triggered and the arrangements as set out in the Student Protection Plan put into action. Where a course is being closed the faculty must agree with the partner an action plan setting out the arrangements for the course closure and the necessary communication with affected students and applicants (as appropriate).
3. In the case of provision that forms part of the University’s HESES population, Academic Registry should be consulted prior to submission of the form to QAPCC.

### Causes for Concern Process

1. Although the occurance is rare, it may be necessary to notify the University of any causes for concern associated with the partnership as a matter of urgency, and outside of the University’s or partner’s complaints procedure. Where this is the case, an email to QAE ([QAENB@kingston.ac.uk](mailto:QAENB@kingston.ac.uk)) will alert the University, and an appropriate course of action will be determined.

### Suspending Recruitment

1. Either a faculty or partner may decide that it wishes to suspend recruitment to a course, normally due to lack of demand. The course will remain in validation. Faculties should consult with QAE when approving suspensions to ensure that appropriate actions are identified to protect existing students and those holding firm offers. Faculties must notify QAE as soon as the decision is taken to propose suspending recruitment to a course. This should be done via an A3 form. The A3 form will be submitted to the next scheduled meeting of the QAPCC which will consider the request for suspension. Once approved by QAPCC QAE will ensure that relevant Directorates, relevant faculty(ies) and the partner are informed. A course that was not suspended, but fails to recruit students, will be deemed as being suspended for recruitment that year and a retrospective A3 form will be required to be completed.
2. The maximum length of time that recruitment can be suspended to a course is three consecutive years. If the period of suspension is more than three years, the course will no longer be in validation and the faculty will be required to complete an A3 form (course closure). If the faculty or partner wishes to commence recruitment to the course after more than three years of continuous non-recruitment, it will be treated as a new course and the usual QAPCC approval and validation processes will apply (see sections A and C).

### Terminating a partnership

1. From time to time, it may be necessary to end a collaborative partnership (the notice period will be indicated in the Institutional Agreement). In these cases, Form A3 must be completed and sent to QAE for submission to QAPCC. In the event that the partnership operates across more than one faculty, further consultation will need to be undertaken with the other faculties concerned prior to submitting the form to QAPCC.
2. Where there are students remaining on the course(s) delivered by the partner the A3 form must be accompanied by a Termination Action Plan (Form B11). Form B11 outlines the issues which must be addressed in this action plan. The University expects that under normal circumstances students registered on a course that is closed will be enabled to complete their chosen course of study at the partner. Where circumstances occur that the partner is unable to continue to deliver the KU award as planned, the Collaborative Partner Contingency Plan (see paragraph Collaborative Partner Contingency Plans) will be triggered and the arrangements as set out in the Student Protection Plan put into action.
3. Following QAPCC approval of the partnership closure, the Dean (or their nominee) of the sponsoring faculty should write to the collaborative partner formalising the end of the partnership, and confirming the arrangements for supporting students who are already enrolled on the course(s). A Termination Agreement (Form B12) must also be completed and signed by the Vice-Chancellor and the CEO (or equivalent) of the partner. Copies of the Termination Agreement must be lodged with QAE.
4. Where there are no students remaining on the course, following QAPCC’s approval of the closure, QAE will arrange for a letter confirming the end of the partnership to be sent from the Vice-Chancellor to the CEO (or equivalent) of the partner. Copies of this letter will be sent to the faculty.

### Published Information

1. The University has a responsibility to ensure the accuracy of all public information, publicity and promotional activity relating to provision delivered by its partners which leads to a University award.
2. Programme specifications, module descriptors and course handbooks for collaborative provision are considered as part of the validation process. (See section C).
3. The Liaison Document (see BG(ii)) sets out the local arrangements for checking the accuracy of all publicity information in relation to the course (see BG(v) for further guidance).
4. Faculty oversight of published information is maintained via the Executive Committee which has responsibility for considering any matters relating to the marketing of provision delivered with a partner.
5. QAE conducts a periodic audit of partner websites to ensure the accuracy of published information, including information relating to professional accreditation. A summary of this audit is submitted to EC. Where errors or omissions are found, the faculty associated with the partner will be notified and required to work with the partner to rectify the problem and this is reported in the annual Institutional Monitoring Report for the partner. If the issue remains unresolved, the Provost will be notified and will write to the partner requesting immediate action. The Institutional Monitoring overview report should identify for EC any instances of inaccurate information on partner institutions’ websites.

### Operation of collaborative partnerships

1. Liaison arrangements for courses offered with collaborative partners must be described in the liaison document which is presented at validation. Further information on producing liaison documents is provided in guidance BG(ii).
2. The University defines most of its collaborative provision as either ‘franchised’ or ‘validated’ (see definitions). In principle, the same quality assurance and enhancement processes should apply equally to validated provision as to franchised provision. There may, however, be instances where some variations from the University’s quality assurance and enhancement processes are appropriate, as long as the University has judged there to be an equivalent process in place at the collaborative partner. Any variation to the application of the University’s quality assurance and enhancement processes at a collaborative partner must be articulated in the liaison document and considered at initial validation.
3. The paragraphs below (Validation to Partner Staff access to KU networks) describe the key elements of quality assurance which apply to collaborative provision, and how they might differ for franchised or validated provision. This guidance is supplementary to the procedures and guidelines laid down elsewhere in the AQSH, and to other regulatory and policy documents such as the Undergraduate Regulations and the Postgraduate Regulations. References to ‘faculty’ and ‘school’ in the paragraphs below refer in each case to the faculty/school at Kingston University, not at the partner institution.

#### Validation

1. Standard KU processes apply to franchised and validated provision (see section C).

#### Substantive Review (KCEP+)

1. Standard KU processes apply to franchised and validated provision (see section D).

#### Executive Committee

1. An Executive Committee, as defined in the Institutional Agreement, should be established to review annually the operation of the partnership. See guidance OG(xiv) for Terms of Reference, membership and standard agenda items for the Executive Committee meeting. The Executive Committee is a high-level meeting which should take a holistic view of the operation of the partnership each year, considering issues such as resourcing, staff development, quality assurance, financial issues and plans for future developments. The Executive Committee reports to the Faculty Education Committee and is a formal part of the University’s committee structure. It is important, therefore, that the University and Partner Liaison Officer consider in advance of the meeting any particular isues or concerns they wish to raise in relation to the operation of the partnership over the year. The minutes of Executive Committees should provide an audit trail of any significant issues raised throughout the year, and actions taken in response. The minutes should be approved by the Chair prior to confirmation and publication.

#### Assessment Boards

1. The arrangements for assessment boards will depend on the nature of the collaboration. See UG (AR02) or PG (AR03) regulations for further details. The location of, and specific arrangements for, these Boards will be defined in the Liaison Document.

#### Scrutiny of coursework and examinations

1. Scrutiny of coursework and examinations should normally be carried out by faculty staff. For certain validated programmes where there is limited subject cognisance within the faculty, the faculty may wish to propose that scrutiny is carried out by external examiners rather than by faculty staff. In these instances, a case should be made for this in the liaison document at validation for approval by the Head of Quality Assurance and Enhancement.
2. Draft coursework and examination papers should be sent to external examiners for comment (see section I for further information). The liaison document should determine who is responsible for liaision with the external examiners.

#### Moderation of student work

1. The operation of moderation practices, regardless of whether it relates to franchised or validated provision should operate in accordance with the University’s published moderation policy (see the [AF Handbook](https://canvas.kingston.ac.uk/courses/311/pages/the-academic-framework-home-page)). For franchised provision, this should be carried out by faculty staff. For validated provision, moderation should be carried out by the University for the first two years of the partnership, after which the faculty may agree at its Faculty Education Committee that this may be done solely by the partner, if there is confidence as a result of external examiners’ reports, annual review and development plans, etc. This two year time period can be reduced, a case should be made for this in the liaison document at validation for approval by the Head of Quality Assurance and Enhancement.. For certain validated programmes where there is limited subject cognisance within the faculty, the faculty may wish to propose that internal moderation should be carried out by partnerstaff from the outset. If the faculty wishes to propose that moderation is carried out by partner staff from the outset, or that moderation should be carried out by the University for less than two years, a case should be made in the Liaison Document at the point of validation for approval by the Head of Quality Assurance and Enhancement.

#### Kingston Continuous Enhancement Programme (KCEP)

1. Module Enhancement Plans (MEPs) and Course Enhancement Plans (CEPs), should normally be written by partner staff, with guidance from faculty staff*.*  Pre-populated templates can be downloaded from the AME StaffSpace site. For franchised programmes, partner MEPs should also feed into a review of the module as a whole which takes into account the performance of different groups of students studying on all occurances of the module in question. CEPs should be considered at the Joint Executive Committee (JEC) (see section D for more information on the process for KCEP).

#### External Examiners

1. It is the University’s responsibility to appoint and brief external examiners for all provision leading to its awards. For franchised provision, the external examiner(s) will typically be the same as for the in-house provision and/or the other provision in the network, to enable comparability of standards across the provision. For validated provision, dedicated external examiners will usually be appointed. All external examiner reportsshould be considered by the Head of School (or equivalent) and noted at the relevant JEC.

#### Subject-level liaison

1. For franchised provision, there should be regular liaison between module leaders and/or liaison officers at Kingston University and their counterparts at the partner institution. For validated provision where there is subject cognisance, subject-level liaison should be through the University Liaison Officer if this individual is a specialist in the relevant subject area. If the University Liaison Officer is not a subject specialist, the faculty should nominate an additional representative with expertise in the subject area for the purposes of subject-level liaison. Further information on the role of the Liaison Officer is provided in guidance BG(i).

#### Partner Staff access to KU networks

1. All staff at collaborative partners who teach or directly support Kingston University students are entitled to a username and password (KP account) for the University network. This gives access to StaffSpace and Canvas. Staff may also to be able to access most of the e-resources from Kingston University, dependent on individual licences and the nature of the contract with the University (see BG(vi)).

### Institutional Approval in sudden or unforeseen circumstances

1. Very occasionally there may be instances where it is necessary to approve a new collaborative partner as a matter of urgency due to the sudden and unforeseen withdrawal of an existing partner from a collaboration, for example if the existing partner has become insolvent and is unable to continue delivering the course(s).  The University has a responsibility to the students admitted to programmes delivered by partners to ensure that they can complete their studies. In such cases, in order to protect the interests of students who are registered on the course(s), the University will consider the options for the continuation of study set out in the Contingency Plan and where the University determines to approve a new partner to continue delivery the University may truncate the Institutional Approval process to expedite approval of a new partner so that students can continue their studies with the least disruption. This does not imply a reduction of rigour in the process, rather revised timescales.
2. In such instances, the requirement for the submission of an A2b form to QAPCC in advance of the due diligence report will be waived, and the due diligence report will be prepared immediately.  The University may, if necessary, carry out the Institutional Approval process concurrently with any arrangements that are being put in place to ensure students’ continuity of studies (for example, the delivery of the course(s) by the new partner).  A due diligence report on the new partner will be prepared and approved by QAPCC or, if necessary, by the Chair of QAPCC under Chair’s Action.  The arrangements for validation in such circumstances are as outlined in Section C of this handbook. If necessary, the validation process may be accelerated as appropriate, in order to ensure that students’ studies are not disrupted.

## Section B2

1. This part of Section B covers the processes and procedures designed to support the set-up and on-going delivery of placement learning activities.

### Placement Learning

1. Kingston University has a rich tradition of placement learning and this forms a key part of the Town House Strategy and Future Skills student journey. All programmes at undergraduate and postgraduate level will incorporate one or more elements of placement learning or have a focus on work-based learning.

1. The University’s Academic Framework Curriculum Design Principles emphasise the need for an embedded employability strand that runs through all KU courses. At the curriculum design stage and as part of substantive review, course teams should consider the possibilities for including placements, real-world learning, work in an international environment or activities outside the curriculum.

1. This policy is intended to set out the parameters within which Placement Learning will be planned, delivered and assessed. It will set out the responsibilities on the University, the student and the placement provider. The specific methods by which placements are organised will be determined by each Faculty Placement Team.
2. This policy is underpinned by the fundamental principle that the University has the ultimate responsibility for academic standards and the quality of learning opportunities, regardless of where those opportunities are delivered and who provides them.

## Scope

1. For the purposes of this Policy, placement learning is defined as:

***Learning achieved during an agreed and negotiated period of learning that can take place either outside or within the University (e.g. within a business, charity or other organisation or internal department/faculty or directorate of the University), or as an integrated part of a module, where the learning outcomes are intended as integral parts of a programme of study.***

1. Placement learning could take the form of a year spent studying in a different institution as a Study Abroad option, work undertaken over an entire academic year as part of a placement year, short blocks of work undertaken during the year and usually balanced with periods in the University (i.e. teaching practice or placement practice in health courses). The placement may be in the UK or overseas (visa regulations permitting for international students) and if the placement doesn’t make up an integral part of the programme (for example in teaching or health courses), it is usually expected to be paid at London Living Wage or equivalent. The placement can be organised by the University or by the student themselves, but would be subject to approval by the University.

1. The policy is not intended to cover learning that is not a planned part of a programme of study, such as part-time, term-time, vacation work, internships and shadow schemes which students have arranged for themselves.
2. The Placement Handbook provides further detail on various aspects of the policy set out here, and this Policy should be used in conjunction with the Handbook.

## Principles

1. Placement learning may take a number of different forms, but it will be considered as an integral part of course design.
2. Faculties/schools will develop proportionate criteria to assess the suitability of potential placement learning activities and mechanisms should be in place to monitor learning opportunities.

1. Staff involved in placement learning will be prepared and supported to undertake their duties.
2. Students undertaking placement learning must be prepared for, and supported in, both their placement learning activities, and if applicable, their return to the University.
3. Students should be provided with written information regarding their roles and responsibilities.
4. Placement providers should be provided with written information that describes their roles and responsibilities.

1. Mechanisms should be in place to secure feedback from students, University staff and placement providers.
2. Mechanisms should be in place to deal with complaints from students, placement providers and/or University staff.

## Policy

1. The contribution that the placement makes to the overall aims of a course and the intended learning outcomes and assessment of the placement, will be fully articulated in the programme specification and accompanying module documentation and will be considered during the course of the University’s validation and review processes.

1. The intended learning outcomes of the placement should:

* + Be clearly identified;
  + Contribute to the overall and coherent aims of the programme of study;
  + Be assessed appropriately;
  + Where appropriate, take account of subject benchmark statements and the requirements of any accrediting Professional, Statutory and Regulatory Bodies (PSRB).

1. Consideration should be given to the implications for students of not securing a placement, or for failing or not completing the placement. The assessment of placement learning will be subject to the normal University processes of assessment and moderation.
2. Prospectus entries and course information will make clear whether the placement experience is a compulsory component of the course and will outline the opportunities for transfer to alternative awards that do not include such learning.

**Assessing Suitability and ongoing monitoring**

1. Faculties and schools should define procedures for how placements are secured and allocated and have in place mechanisms for ensuring that the placement provider is suitable. Procedures should take into account, as a minimum:

* + The opportunity for students to successfully meet the learning outcomes;
  + Health and safety requirements;
  + Any PSRB requirements governing the suitability of placements;
  + Student support on placements;
  + Any reasonable and anticipatory adjustments for students with a disability or learning difficulty.

1. All courses are reviewed as part of the University’s annual monitoring process, which will encompass placement learning where it is an integral part of the programme of study. Issues relating to the placement will be highlighted via the relevant School Education Committee.

1. The faculty/school should define the circumstances in which a placement provider would be de-selected.
2. Where placement learning is an integral part of a programme of study, its place in the coherence of the programme, its aims, learning outcomes and assessment will be considered as part of the University’s standard validation processes (see Section C).
3. Placement learning will be considered as part of Substantive Reviews (see Section D).
4. All programmes are reviewed as part of the annual monitoring processes, which will encompass placement learning where it is an integral part of the programme of study. Issues relating to placement learning will be highlighted to the relevant SEC.
5. The faculty/school will ensure that mechanisms are in place to gather feedback from students (both during and at the end of their placement), placement providers (with respect to their interaction with the University and its staff as well as the conduct of students) and University staff.

**Staff development**

1. The University will put in place the means to identify the development needs of those University staff (both academic and professional) involved in the support of placement learning. Where appropriate this will include short course provision and should include, amongst other issues, equality and diversity training.
2. Issues related to placement learning will be explored in the Kingston Academic Practice Standards (KAPS) Framework.
3. The University will enable placement tutors and placement coordinators to share best practice through a range of means including contributions to the Festival of Learning.

1. Where staff in the placement provider are involved in supporting or assessing students, the faculty/school will work with the provider to identify and provide relevant staff development to enable them to undertake this role.

### Support for students

1. Faculty Placement Teams will provide students with appropriate guidance and support in preparation for, during and after placement learning experiences – with reference to the Student Placement Handbook where appropriate. This information should be conveyed to students in written guidance and include (as applicable):

* + Information on the nature and extent of the placement learning experience and its relationship to other aspects of the student’s programme;
  + The support that is provided to students when the responsibility for securing a placement rests with the student;
  + Information, support and guidance on applying for the placement opportunity (including preparing a CV, writing supporting statements/letters, interview techniques, and referring to Careers Advisors for support where necessary);
  + Financial arrangements, including tuition fees and access to financial support, where relevant;
  + The requirement for Disclosure and Barring Services (DBS) checks (or their equivalent);
  + The arrangements for students with a disability or specific learning difficulty;
  + Appropriate induction to the placement environment including cultural orientation and work expectations;
  + Guidance regarding health and safety issues and requirements**;**
  + Any legal or ethical considerations (for example, client or patient confidentiality);
  + The assessment methods to be used;
  + The means of recording the achievement of specific learning outcomes and progress;
  + The assessment arrangements including any submission deadlines, formative assessment, grading criteria, opportunities for feedback and retrieval and the consequences of failure;
  + The availability of additional language or skills preparation;
  + Insurance arrangements – including the extent of insurance cover provided by the University and whether personal insurance cover is required;
  + Student responsibilities for managing their behaviour as representatives of Kingston University;
  + Details of the full range of University support services, both academic and other, that students can expect to receive whilst on placement;
  + Information on the rights of students to any intellectual property they might develop as part of the placement experience;
  + Information on the complaints procedure;
  + The arrangements for staying in contact with the faculty/school and specifically the arrangements if there is a problem, that may impede satisfactory progress or completion of the placement;
  + The need to comply with PSRB requirements, if appropriate;
  + The methods for gathering student feedback on the placement;
  + The arrangements for re-orientation on return from a placement.

1. The Faculty Placement Team is expected to offer a preparatory meeting with students where the information that is provided in the written guidance can be discussed.

### Information for placement providers

1. The Faculty Placement Teams will ensure that placement providers are aware of their responsibilities in relation to:

* + The provision of learning opportunities and access to resources;
  + Their role in relation to the mentoring of students, and if applicable, the assessment of students;
  + University expectations relating to the application of legislation, specifically health and safety and equality and diversity;
  + The induction of students to the workplace;
  + The insurance of students whilst in the workplace;
  + Information on the complaints procedure;
  + Any reasonable adjustments for disabled students and those with learning difficulties;
  + The arrangements for tutor visits to the workplace;
  + The arrangements for gathering feedback on placement activity;
  + The arrangements for staying in contact with the faculty/school and specifically the arrangements if there is a problem that may impede satisfactory progress or completion of the placement.

### Documenting placement learning activity

1. Material available to applicants will describe the opportunities for placement learning. This should make clear whether the placement experience is a compulsory component of the programme. Where this relates to a ‘with Professional Placement’ award, applicant information will explain the implications of not securing a placement and the opportunities for transfer to alternative awards.
2. Where placement learning forms an integral part of a programme of study, its contribution to the overall aims of the programme and the intended learning outcomes will be described in the Programme Specification and accompanying module documentation. The programme specification will identify how the placement will be assessed and the implications for non-completion or failure of the placement.

### Securing feedback

1. The Faculty Placement Teams will ensure that mechanisms are in place to gather feedback from:

* + Students (both during and at the end of the placement);
  + Placement providers – with respect to their interaction with the University and its staff as well as the conduct of students;
  + University staff – with respect to the learning opportunities provided to students.

1. The Faculty Placement Teams will establish appropriate timelines, dependent upon the length of the placement, in order to gather this feedback and operate internal checking procedures to ensure that the activity is taking place as planned.

**Complaints**

1. The Faculty Placement Teams must ensure that all parties are informed of the procedures for making formal complaints.

Any complaint received by the University will be investigated using the University’s Complaints Procedure.