



UNIVERSITY OF
OXFORD

EDUCATION COMMITTEE

POLICY AND GUIDANCE

**COLLABORATIVE PROVISION OF EDUCATION,
including Placements and Exchanges**

2008/9

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1. Introduction

This document summarises the University's policy and guidance on education collaborations between the University and other organisations. It uses the definitions provided by the Quality Assurance Agency (QAA),¹ contained in their 'Code of Practice for the assurance of academic quality and standards in higher education'. This is a statement of good practice which has been endorsed by the higher education community, and is used by the QAA in its audit and review processes.²

The QAA guidance on collaborative provision³ defines this as 'educational provision leading to an award, or to specific credit toward an award, of an awarding institution delivered and/or supported and/or assessed through an arrangement with a partner organisation'. It therefore covers a number of different forms of collaboration, ranging from jointly awarded degree programmes through to student exchanges. The different types of collaboration covered by this definition are described in section 2. An overview of the types of collaboration in which the University is involved is provided in section 3, with a more detailed list in Appendix 1.

Council approved a revised University policy on education collaborations in November 2007. This provides a set of criteria to guide education collaborations, addressing overall strategy, choice of collaborator, and effective management of such collaborations. This is contained in section 4. Further guidance from the QAA on the implementation of education collaborations is provided in section 5.

Collaborations involving industrial and professional placements, student exchanges, and language instruction abroad present particular risks to the quality of education provided to students receiving an award from the University because the student is away from the regular face-to-face supervision of University academic staff. The QAA refer to these forms of collaboration as 'work-based and placement learning', and define this as 'a planned period of learning, normally outside the institution at which the student is enrolled or generally engaged in learning, and where any learning outcomes are an intended part of a programme of study. It includes those circumstances where students have arranged their own learning opportunity with a placement provider, with the approval of the institution.' Section 6 provides a summary of the QAA guidance,⁴ its application to provision at Oxford, and some good practice examples from within the Collegiate University.

EPSC also provides guidance on the establishment of new courses, on major changes to existing courses, on flexible and distributed learning, and on graduate programmes. <http://www.admin.ox.ac.uk/epsc/guidance/>. If, having read the guidance below, it is still unclear whether the particular provision comes within the compass of this document, reference may be made to the flowchart in Appendix 4, which cross refers to other relevant guidance.

¹ An independent body funded by subscriptions from UK universities and colleges of higher education whose role is to safeguard the public interest in sound standards of higher education qualifications and to inform and encourage continuous improvement in the management of the quality of higher education.

² <http://www.qaa.ac.uk/academicinfrastructure/codeOfPractice/default.asp>

³ <http://www.qaa.ac.uk/academicinfrastructure/codeOfPractice/section2/collab2004.pdf>

⁴ <http://www.qaa.ac.uk/academicinfrastructure/codeOfPractice/section9/PlacementLearning.pdf>

2. Models of collaborative provision of education

A review undertaken for EPSC in Michaelmas Term 2007 identified a wide range of models of collaborative provision. All of these collaborations can occur with either domestic or international partners.

Type A: Two universities design, teach, and may both accredit a joint course

Formal joint programmes in which students registered at one university are taught/supervised for a significant proportion (for example, at least a year of an undergraduate degree or D.Phil) of their programme at another institution, and receive one or more degrees, jointly or separately awarded by each university. The joint programme might involve more than two universities/institutions.

There are several types:

1. Joint teaching and supervision from two institutions, with significant time spent in each institution, but with the degree awarded from only one institution.
2. Joint teaching and supervision, leading to one degree, with a certificate endorsed by both institutions.
3. Two or more degrees, on separate certificates, jointly taught/supervised
 - (a) Undergraduate or Master's level: Students study in two or more universities (usually in different countries) consecutively, and are awarded two or more degrees – one from each university – having covered what would normally be regarded as the necessary content of one degree.

An increasingly popular example of this is the European Mundus Master's. These are 'integrated study programmes' at Master's level offered by a consortium involving a minimum of three universities in at least three different European countries. They result in the award of a double, a multiple or a joint degree recognised in the countries where the degree-awarding institutions are located. A double or multiple degree is defined as 'two or more nationally-recognised diplomas issued officially by two or more institutions.' A joint degree is defined as a single diploma issued by at least two of the institutions.

- (b) Doctoral co-tutelle: Some universities in France, Belgium Italy and Germany in particular collaborate to provide 'co-tutelle' arrangements whereby, after initial registration in his/her home country, a doctoral candidate may study for and be awarded a PhD in another European country, then return home and receive a further research award based on the same work.

A variant on this is the European Doctorate: Student study for their doctorate in two universities, one of which is their 'home' institution. They are assessed by a joint committee, but receive their PhD from their home institution. They also receive a 'European doctorate'.

Type B: Students at one university study elsewhere as part of earning a degree at their home university

1. Student placements: a student undertakes a planned period of learning at another university, with that learning usually being assessed at that university. The period of learning at the partner institution is typically for a small proportion of their overall degree (e.g. a maximum of a year of an undergraduate degree). The home university awards the degree, and moderates assessments made at the partner institution. Models for this include:
 - (a) Reciprocal exchanges. A university sets up arrangements whereby it receives the same number of students from partner universities as it sends to them. Socrates-Erasmus (within Europe) and Universitas 21 (globally) are two of the best-known exchange networks.
 - (b) One-way student placements: Students from one university take courses abroad, but there is no reciprocation at their home institution.
2. Professional and industrial placements e.g. 4-10 week clinical electives (Clinical Medicine), placements in schools for PGCE students, the 6-week summer stint with industry in Materials.
3. Language instruction delivered by a university or institute abroad

All of these would come under the QAA umbrella-term of 'Work-based and placement learning', and specific guidance is provided in section 6.

Type C: Academics at one university teach for other universities' courses (or vice versa)

1. Formal collaborations with other universities which involve academic staff at one university making a specifically-designated contribution from their home university to a degree programme at another university.
2. Diplomas or degrees largely taught by the home university, but in which external organisations provide some teaching.

Type D: A university validates a course taught elsewhere

A university validates a programme wholly-taught by a third party (not necessarily a university), and awards an HE qualification.

3. Education collaborations at the University of Oxford in 2007/8

The University is involved in each of the four forms of collaboration listed in section 2. Of all the different types of collaboration, the University is least involved in collaborations leading to joint degrees. Appendix 1 lists the collaborations in which the University was involved in 2007/8, and is based on the Register of Collaborative Provision.

Type A: Two universities design, teach, and may both accredit a joint course

- The University only offers one formal ‘joint degree’ with an overseas institution at the moment – the joint doctorate with the Scripps Research Institute involving two students per year.
- The Oxford-National Institutes of Health (NIH) Biomedical Scholars Programme is a joint doctoral programme between Oxford and the NIH in the U.S. The NIH is not a degree-granting institution, and has long worked with U.S. universities in order to involve doctoral students in their work. In 2001, they extended this arrangement to Oxford and Cambridge. NIH awards scholarships to 15 students per year and around 6 per year attend Oxford. They are funded for up to five years, and they must spend at least 1½ years at Oxford or Cambridge and the remaining time in NIH centres and institutes in the USA. If they successfully complete, they are awarded a D.Phil from Oxford. Students have supervisors in both places, and work on a research project that is either already joint between Oxford and NIH or a new one that they help to create. The exact division of time between Oxford and the NIH is dictated by the nature of the research.
- The University registers students for the EngD in Engineered Materials for High Performance Applications in Aerospace and Related Technologies. This is a four-year postgraduate award intended for the UK's leading research engineers who want a managerial career in industry. The students are expected to spend around three-quarters of their time working directly with their collaborating company. They are also expected to spend significant periods of time at the University of Oxford and on short courses held at the University of Birmingham.
- The University of Oxford offers the MSc in Psychological Research. Students from Oxford Brookes and the University of Oxford are taught together at both universities, go through the same course modules and are examined in the same way. Students registered with Oxford Brookes receive a ‘MRes in Psychology’ awarded singly by Oxford Brookes.

Type B: Students at one university study elsewhere as part of earning a degree at their home university

- The University exchanges around 50 students per year through Socrates-Erasmus. Thirty of these are for the BA (Hons) in Law with Law Studies in Europe and around 10-12 are on the Modern Languages' Year Abroad.⁵ Outside of the Erasmus exchange framework, the Oxford-Princeton exchange leads to an exchange of 10-15 students on average per year at undergraduate level (Engineering Science, History, Biochemistry, Physics & Philosophy).
- Study in overseas universities/institutes formed a significant part of the programme for 45 Oriental Studies undergraduates in 2006/7 in Arabic, Chinese, Hebrew, Japanese, Persian and Turkish, as well as Modern Language students in Russian. Depending on their language level, this takes the form of either direct language instruction, or study of units of an academic programme of study.
- The MSc in Global Health Sciences organises around 20-25 student placements abroad a year.
- Professional placements in Clinical Medicine or Education are technically-speaking collaborations.
- Visiting students who come to Oxford through university or college programmes also fall into this category.

Type C: Academics at one university teach for other universities' courses (or vice versa)

- Oxford provides teaching for the Leiden-validated MA in European History and Civilisation (through the Europaeum).
- Oxford's Department of Engineering Science provided teaching for the MSc in Display Technology, Systems and Applications for students at the University of Dundee in 2006/7.
- Oxford's Department for Continuing Education offers a number of summer schools courses specifically to students and alumni of other universities.
- Elements of the Postgraduate Certificate in Architectural History are taught by Oxford Brookes.

Type D: A university validates a course taught elsewhere

- Oxford validates four awards in Psychology/Cognitive Therapy provided by the Oxford Cognitive Therapy Centre (Oxfordshire & Buckinghamshire Mental Health Partnership NHS Trust); eight theological programmes taught by Ripon College; and the Postgraduate Diploma in Legal Practice taught by the Oxford Institute of Legal Practice (jointly awarded with Oxford Brookes).

⁵ The average number of students exchanged per UK university in 2004 was actually 51, so Oxford is not atypical. However, there is considerable variability – the Universities of Sheffield, Bristol, Birmingham, Nottingham, Cardiff and UCL all exchanged more than 200 students each in 2004. Cambridge exchanged only 34 students.

4. The University's approach to education collaborations

The policy provided in this section was approved by Council in November 2007 on the recommendation of EPSC.

4.1 Introduction

Collaborations can be an important way of providing experiences to students that the University cannot provide alone, and of strengthening relationships with colleagues and institutions abroad. They also involve a great deal of work and we are oversubscribed: many institutions approach us for student exchanges, joint degrees, etc. We should be setting high standards for the collaborations that we pursue and providing the resources required to make them succeed.

This section provides a set of detailed criteria to guide education collaboration, addressing overall strategy, choice of collaborator, and effective management of such collaborations. Proposals to EPSC for collaborative programmes should address each of these areas.

4.2 Strategy

A bottom-up, sequenced, and coordinated approach

Collaborations depend on the connections between the academics and the administrators running them at each institution. We enter into collaborations 'bottom-up': they are either proposed or strongly supported by academics in faculties and departments. Unlike many other universities, we do not initiate education collaborations centrally. Sequence matters. Experience suggests that where no prior institutional links exist, research collaboration should precede education collaboration: sending students should not be the first way in which two universities try to get to know one another better. Operating in this decentralised way, however, requires that we be coordinated: we need to follow agreed guidelines and processes to ensure we maintain standards, protect our collective reputation, and have sufficient coordination so that we can act institutionally when appropriate.

Few, high quality programmes

We aim to have comparatively *few, high quality* education collaborations. We provide a highly particular form of education in Oxford, especially at undergraduate level. The quality of education we provide is intimately linked to the physical collegiate and departmental communities we have created. So we expect that the majority of our students' time will be spent in Oxford and that the majority of our programmes will be non-collaborative. The idea of focusing our efforts makes operational sense as well: we often create small programmes, in the belief that they will require less management and fewer compromises with our core activities. The result in some cases is that we expend a great deal of effort for little return. We would do better to run larger programmes.

Clear strategic rationale

There needs to be a *clear strategic rationale* for pursuing any education collaboration and it must be student-focused. We do not collaborate to collaborate; we collaborate to achieve an objective. We need to be able to articulate which primary objective a collaboration helps us to achieve:

- Will it help us to attract the best students to Oxford – for example by offering a novel experience that makes the difference in the decision to study for an Oxford award?
- Do we believe it is an important way of delivering an outstanding education to our students – for example by providing them with exposure to two different laboratory cultures or by giving them intensive language training that they cannot secure otherwise?

We may also ask:

- Will it improve the quality of our research – for example in strengthening research collaborations by sending research students between universities?
- Will it help us to attract and retain the best academic staff – who may be energised by formal links to other leading universities?

But the main motivation must be student-focused.

Strong academic case

Collaborative programmes need to be supported by a *first class academic case*: that this is an academic priority for the faculty/department in question and that it makes sense for the faculty/department given its academic strengths. We should ask of each proposal: do we need a collaborative programme to achieve our academic objective? Is this the most important area in which to pursue a collaborative programme?

In general, one degree-awarding institution

In January 2007, EPSC approved the following detailed statement on joint degrees and joint awards, whereby EPSC and Council evaluate proposals for such programmes on a case-by-case basis.

EPSC statement on joint degrees and joint awards

- The University has agreed only a very limited number of joint awards with other institutions.
- Council has indicated its wish to treat any proposal on its merits and rejected the idea of an enabling clause for joint doctoral awards (albeit subject to Council's approval in each case).
- Council has looked for any such joint awards to be with partners of the highest international academic standing.
- EPSC will want to consider the international standing of both the Universities and the departments proposed as partners in any specific proposals.
- There is considerable and increasing international significance attached to the creation of joint awards e.g. the Erasmus-Mundus arrangements put in place by the EU. Joint awards are seen as the natural concomitants of international alliance like the League of European Research Universities.
- The list of UK universities taking part in Erasmus-Mundus joint programmes is wide but it does not include Imperial, UCL and LSE.

- EPSC’s major concern in previous discussions has been with the quality assurance of teaching, learning and assessment not wholly under the control of Oxford academic staff.
- EPSC (through its Notes of Guidance on Collaborative Provisions) has established stringent conditions relating to robust quality assurance of provision not made directly by University post holders.
- Legal Services has extensive experience of creating the underlying agreements.

In the course of discussions about proposals for new joint degrees, it has become clear that EPSC and Council are unlikely to approve new joint awards, i.e., courses in which Oxford and another university jointly award students a single degree certificate or courses in which Oxford and a collaborating university both award their own certificates.

The University of Oxford may participate in a growing number of joint programmes, in which students spend significant time studying in Oxford and at another institution. But our default position from now on is that Oxford students cannot receive two degrees for the same piece of work, and that collaborative programmes should have only one degree-awarding institution, not joint or double degrees. Having one degree-awarding institution is simpler administratively. It is also essential to protecting the University of Oxford’s uniquely strong brand.

4.3 Choosing the right collaborator

The best collaborator

Many people approach us to collaborate; it is often easier to react than to ask who we most want to work with. We need to set our standards high and ask of each proposal: for this subject, and with our specific objectives in mind, is this the best collaborator in the world? Faculties and departments are best-positioned to judge who the best collaborators are in their specific subject areas, guided by EPSC’s existing statement that “First and foremost the association must be with departments and institutions of an appropriate international standing.” The inclusion of both departments and institutions is purposeful, as great departments can be found in average universities. The quality of the collaborator should also be judged by how well they meet the criteria listed in 4.4.

See also precepts A8 and A9 from the QAA’s ‘Code of Practice on collaborative provision, and flexible and distributed learning (including e-learning)’ in section 5.

4.4. Making the collaboration work

Committed leadership

Each collaboration needs a designated *academic head*, who will put in real time setting up the programme and guiding its operation from the Oxford end.

Institutional support

Collaborations also need *institutional support* beyond one energetic individual. They need the support of a critical mass of people in the faculty/department as well as a lead administrator.

It is important to have a realistic assessment of what this institutional support will involve such as: admissions, interviewing, and debriefing of students, student supervision, coordination with colleges, annual programme reviews, etc.

Sufficient funding

Collaboration proposals need a *budget* for the duration of the programme – including full teaching and administrative costs (such as academic time spent on programme set-up and operation) and projected fee income. Consideration should be given to how students will be funded: the success of some programmes in attracting high quality students (e.g., Oxford-NIH Biomedical Research Scholars Programme) depends in part on the provision of full scholarships. It is critical to have clarity on financial arrangements between Oxford and the collaborating institution (e.g., whether fees will be paid to one or both institutions).

Finite, with review

Education collaborations should be set up for a *finite* duration (3-5 years in the first instance), with annual *reviews* of the programme and a systematic appraisal in advance of the end of the first term.

4.5 Oxford process

Proposals through faculty/department/division or college to EPSC

Proposals for education collaborations should come from *faculties/departments to divisions to EPSC* for approval. For international collaborations, EPSC will consult with the Director of International Strategy.

Register and written agreements

EPSC maintains a *register* of all education collaborations including the programme proposal and any memorandum of understanding signed to set it up. This is in accordance with the QAA precept which states that ‘An up to date and authoritative record of the awarding institution’s collaborative partnerships and agents, and a listing of its collaborative programmes operated through those partnerships or agencies, should form part of the institution’s publicly available information. This also applies to FDL programmes where these warrant a separate identification’ (see precept A4 in section 5 of this document). The entry in the Register should also include a brief description of the educational objectives of the collaboration.

Formal written agreements such as Memoranda of Understanding (see section 7) need to be reviewed by Legal Services and international collaborations by the Director of International Strategy.

5. QAA Code on collaborative provision

The decision on whether or not to collaborate with another institution should be guided by the strategy and processes described in section 4 of this document. Once a collaboration has been approved, the collaboration should be implemented in accordance with the QAA's guidance on collaborations of its Code of Practice for the assurance of academic quality and standards in higher education. The QAA guidance consists of a series of principles (which they call 'precepts'), and for ease of reference, this section provides a list of those precepts. Detailed descriptions of these precepts can be found at:

<http://www.qaa.ac.uk/academicinfrastructure/codeOfPractice/section2/collab2004.pdf>

5.1 Responsibility for, and equivalence of, academic standards

'A1. The awarding institution is responsible for the academic standards of all awards granted in its name.'

'A2. The academic standards of all awards made under a collaborative arrangement should meet the expectations of the UK Academic Infrastructure.⁶ This applies equally to awards made as a result of flexible and distributed learning arrangements (FDL)' [e.g. programmes with a substantial element of e-learning and/or distance learning].

5.2 Policies, procedures, and information

'A3. Collaborative arrangements should be negotiated, agreed, and managed in accordance with the formally stated policies and procedures of the awarding institution.'

'A4. An up to date and authoritative record of the awarding institution's collaborative partnerships and agents, and a listing of its collaborative programmes operated through those partnerships or agencies, should form part of the institution's publicly available information. This also applies to FDL programmes where these warrant a separate identification.' [at Oxford, this is the Register of Collaborative Provision]

'A5. The awarding institution should inform any professional, statutory and regulatory body (PSRB), which has approved or recognised a programme that is the subject of a possible or actual collaborative arrangement, of its proposals and of any final agreements which involve the programme. This applies equally to programmes for which significant FDL arrangements are developed after the programme has been approved or recognised. In any case, the status of the programme in respect of PSRB recognition should be made clear to prospective students.'

'A6. The awarding institution's policies and procedures should ensure that there are adequate safeguards against financial or other temptations that might compromise academic standards or the quality of learning opportunities.'

'A7. Collaborative or FDL arrangements should be fully costed and should be accounted for accurately and fully. This applies equally to FDL arrangements.'

⁶ The Academic Infrastructure is a means of describing academic standards in UK higher education. It includes: the Code of practice for the assurance of academic quality and standards in higher education; frameworks for higher education qualifications in England, Wales and Northern Ireland, and in Scotland; subject benchmark statements; programme specifications. These can be found at: <http://www.qaa.ac.uk/academicinfrastructure/default.asp>

‘A8: The educational objectives of a partner organisation should be compatible with those of the awarding institution.’ [In the case of the University of Oxford, this would mean that the educational objectives of any collaborating organisation should be compatible the University’ objectives set out in its Mission Statement, Corporate/Strategic Plan⁷ and Academic Strategy⁸. Values, outlook, objectives, and methods can be key to a successful collaboration.]

‘A9: An awarding institution should undertake, with due diligence, an investigation to satisfy itself about the good standing of a prospective partner or agent, and of their capacity to fulfil their designated role in the arrangement. This investigation should include the legal status of the prospective partner or agent, and its capacity in law to contract with the awarding institution.’

5.3 Assuring academic standards and the quality of programmes and awards

‘A12. The awarding institution is ultimately responsible for ensuring that the quality of the learning opportunities offered through a collaborative arrangement is adequate to enable a student to achieve the academic standard required for its academic award. This applies equally to learning opportunities offered through FDL arrangements.’

A’13. An awarding institution that engages with another authorised awarding body jointly to provide a programme of study leading to a dual or joint academic award should be able to satisfy itself that it has the legal capacity to do so, and that the academic standard of the award, referenced to the FHEQ⁹, meets its own expectations, irrespective of the expectations of the partner awarding body.’

‘A14. The scope, coverage and assessment strategy of a collaborative programme should be described in a programme specification that refers to relevant subject benchmark statements and the level of award, and that is readily available and comprehensible to stakeholders. This applies equally to programmes offered through FDL arrangements.’

‘A15. The awarding institution should make appropriate use of the Code¹⁰ to ensure that all aspects of the *Code* relevant to the collaborative arrangement are addressed by itself and/or the partner organisation, and should make clear respective responsibilities of the awarding institution and a partner organisation in terms of addressing the precepts of the Code. This applies equally to FDL arrangements that involve other organisations.’

‘A16. In the case of a collaborative or FDL arrangement with a partner organisation, or engagement with an agent, the awarding institution should be able to satisfy itself that the terms and conditions that were originally approved have been, and continue to be, met.’

‘A17. The awarding institution should be able to satisfy itself that staff engaged in delivering or supporting a collaborative programme are appropriately qualified for their role, and that a

⁷ The University Mission statement is contained in the current draft Strategic Plan: http://www.admin.ox.ac.uk/prs/strategic_plan/

⁸ <http://www.ox.ac.uk/gazette/2004-5/supps/strategy.pdf>

⁹ The framework for higher education qualifications in England, Wales and Northern Ireland. This categorises higher education qualifications awarded by universities and colleges according to their level e.g. Doctoral level, Master’s level. See: <http://www.qaa.ac.uk/academicinfrastructure/FHEQ/EWNI/default.asp>

¹⁰ All references to the ‘Code’ refer to the Code of practice for the assurance of academic quality and standards in higher education: <http://www.qaa.ac.uk/academicinfrastructure/codeOfPractice/default.asp>

partner organisation has effective measures to monitor and assure the proficiency of such staff. This applies equally to staff engaged in delivering of supporting an FDL programme.’

‘A18. The awarding institution should ensure that arrangements for admission to the collaborative or FDL programme take into account the precepts of Section 10 of the Agency's Code of practice on Student recruitment and admissions (2006), or any successor document.’¹¹

5.4 Assessment requirements

‘A19. The awarding institution is responsible for ensuring that the outcomes of assessment for a programme provided under a collaborative or FDL arrangement meet the specified academic level of the award as defined in the FHEQ (or SCQF in Scotland), in the context of the relevant subject benchmark statement(s).’

‘A20. The awarding institution should ensure that a partner organisation involved in the assessment of students understands and follows the requirements approved by the awarding institution for the conduct of assessments, which themselves should be referenced to Section 6 of the Agency's Code on Assessment of students (2006), or any successor document.’¹²

5.5 External examining

‘A21. External examining procedures for programmes offered through collaborative arrangements should be consistent with the awarding institution's normal practices. This applies equally to programmes offered through FDL arrangements.’

‘A22. The awarding institution must retain ultimate responsibility for the appointment and functions of external examiners. The recruitment and selection of external examiners should be referenced to Section 4 of Code on External examining (2004), or any successor document.’¹³

‘A23. External examiners of collaborative programmes must receive briefing and guidance approved by the awarding institution sufficient for them to fulfil their role effectively. This applies equally to FDL programmes.’

5.6 Certificates and transcripts

‘A24. An awarding institution should ensure that:

- it has sole authority for awarding certificates and transcripts relating to the programmes of study delivered through collaborative arrangements. This applies equally to programmes delivered through FDL arrangements;
- the certificate and/or transcript records (a) the principal language of instruction where this was not English, and (b) the language of assessment if that was not English¹⁴. Where this

¹¹ <http://www.qaa.ac.uk/academicinfrastructure/codeOfPractice/section10/RecruitmentandAdmissions.pdf>

¹² http://www.qaa.ac.uk/academicinfrastructure/codeOfPractice/section6/COP_AOS.pdf

¹³ http://www.qaa.ac.uk/academicinfrastructure/codeOfPractice/section4/COP_external.pdf

¹⁴ except for awards for programmes or their elements relating to the study of a foreign language where the principal language of assessment is also the language of study.

information is recorded on the transcript only, the certificate should refer to the existence of the transcript;

- subject to any overriding statutory or other legal provision in any relevant jurisdiction, the certificate and/or the transcript should record the name and location of any partner organisation engaged in delivery of the programme of study.'

5.7 Information for students

'A25. The minimum level of information that prospective and registered students should have about a collaborative programme is the programme specification approved by the awarding institution. This applies equally to an FDL programme.'

'A26. The information made available to prospective students and those registered on a collaborative programme should include information to students about the appropriate channels for particular concerns, complaints and appeals, making clear the channels through which they can contact the awarding institution directly' [especially access to the Proctors]. 'This applies equally for students registered on an FDL programme.'

'A27. The awarding institution should monitor regularly the information given by the partner organisation or agent to prospective students and those registered on a collaborative programme. This applies equally to students registered on an FDL programme.'

5.8 Publicity and marking

'A28. The awarding institution should ensure that it has effective control over the accuracy of all public information, publicity and promotional activity relating to its collaborative provision, and provision offered through FDL arrangements.'

6. Collaborations involving placements and exchanges

6.1 Introduction

This section provides specific guidance on collaborations that are delivered through placements and exchanges, which are referred to as ‘work-based and placement learning’ in QAA guidance. Using the classification of collaborations provided in section 2 above, work-based and placement learning includes:

- Student placements in another University:
 - o Reciprocal exchanges e.g. Socrates-Erasmus, Oxford Princeton exchange;
 - o One-way student placements: Oxford students take courses abroad, but there is no reciprocation at their home institution;
- Professional and industrial placements e.g. 4-10 week clinical electives (Clinical Medicine), placements in schools for PGCE students, the 6-week summer stint with industry in Materials.
- Language instruction delivered by a university or institute abroad

These collaborations can be used as mechanisms for a range of purposes:

- A Year-Abroad in another university, for example, for our undergraduate programmes in Modern Languages (through Socrates-Erasmus), Law with Law Studies in Europe (also through Socrates Erasmus) and Oriental Studies (one-way placements);
- Language tuition e.g. for some Oriental Studies programmes and for Russian;
- Work experience required as part of a programme of study, for example, through schools for the PGCE, or through elective periods for Clinical Medicine;
- Opportunities to carry out research projects in other universities, for example, for undergraduate science students undertaking a project in the last year of their course.

All of these collaborations should be included in the Register of Collaborative Provision, as these students are not under the direct supervision of Oxford academic staff. There are a small number of exceptions:

- vocational/elective placements as part of Clinical Medicine or the PGCE course
- Postgraduate research students registered at Oxford (and vice-versa) who have been permitted by the relevant board to undertake their research in a well-founded laboratory outside of the University (see Examination Regulations 2007 p.904 for the arrangements that must be put in place in MPLS)

Placements and exchanges arranged for undergraduate science students undertaking a project in the last year of their course are included in the Register where such placements constitute a significant element of a project, due to their potential impact on students’ degree outcomes. It

is nonetheless understood that some of a department's partners for such placements and exchanges can change from year-to-year depending on the availability of projects. Where this is the case, such placements do not have to be formally included in the Register year on year, but should be monitored at departmental level

(also see: <http://www.mpls.ox.ac.uk/intranet/teachingandlearning/writtenagreements.html>).

The guidance in this section is aligned with the QAA Code of Practice on 'Work-based and placement learning' in the QAA's 'Code of practice for the assurance of academic quality and standards in higher education.' QAA guidance on 'Work-based and placement learning' was revised in 2007, and this section is consistent with those revisions.¹⁵

Precepts from the QAA Code of Practice on 'Work-based and placement learning' are contained in boxes throughout this section.

The framework is intended to ensure that students working away from the University have access to equivalent support and guidance to that available to those working within Oxford; and that responsibilities on all sides are clearly understood.

Since primary responsibility for undergraduate teaching within the University rests with the colleges, for undergraduate courses particular thought must be given to the ways in which responsibilities for placement learning are distributed between faculties/departments and colleges. It is essential that students on placements have clearly identified contacts for both college and faculty/department obligations. For graduate students, responsibilities may be distributed in a variety of ways, but the need for an identified contact or contacts remains paramount.

Example

Modern Languages defines the sharing of responsibilities between the Faculty Board and the Colleges as follows: 'the Faculty Board is responsible for defining the learning outcomes and assessment of the year abroad; for maintaining a database of previous students' reports on their experiences, available to current students; for providing information sessions for each language on appropriate opportunities; for satisfying itself via agreement forms from College Tutors that each undergraduate has an appropriate placement for the following academic year; for receiving reports from each student on their return from their year abroad reporting on their placement and on their fulfilment of any required assessment (each report to be submitted in the first instance to the College Tutor and forwarded by the Tutor to the Faculty Board's Year Abroad Officer accompanied by a proforma indicating the Tutor's approval of the report. In the case of approval being withheld, the Year Abroad Officer, together with the Director of Undergraduate Studies, will interview the student and report to the College and to the Board). The members of the Sub-Faculties, in their role as College Tutors, are responsible for: advising individual students; overseeing their applications to placement providers; notifying the Board each year via proforma of the type of placement being followed by each student; arranging an individual academic work programme to be followed by each student; maintaining pastoral advice and reviewing individual progress via email, mail and/or telephone during the year abroad as necessary; receiving complaints and addressing them or passing them on to the Board as appropriate; receiving from students at the end of their year abroad a report on their placement and forwarding it to the Board with their comments.'

¹⁵ <http://www.qaa.ac.uk/academicinfrastructure/codeOfPractice/section9/PlacementLearning.pdf>

EPSC recognises that the obligations associated with placement learning may be implemented in a variety of ways, according to the nature of the activity. It also accepts that some activities in Clinical Medicine and the Department of Education form such an integral part of the course in question that extensive frameworks are already in place. Given the difficulty of devising a single policy framework, therefore, the bulk of this section provides a commentary on the QAA precepts, as well as examples of ways in which a range of subjects have sought to engage with them. It is hoped that it may also be of use to colleges.

This section should be read in conjunction with other relevant University guidance and policy. These are also referenced in the following sections where appropriate:

- Section 10 on ‘Conduct’ from the ‘Proctors and Assessor’s memorandum: Essential Information for Students’,
<http://www.admin.ox.ac.uk/proctors/info/pam/section10.shtml>;
- The University Policy Statements on ‘Safety in Fieldwork’ and ‘Overseas Travel’,
<http://www.admin.ox.ac.uk/safety/0507.shtml>,
<http://www.admin.ox.ac.uk/safety/0307.shtml>);
- Advice available from the Travel Clinic of the University Occupational Health Service,
<http://www.admin.ox.ac.uk/uohs/services/travel.shtml>;
- EPSC’s ‘Brief Guidelines for Lecturers and Tutors’ on planning for students with Special Educational Needs and Disability,
<http://www.admin.ox.ac.uk/eop/disab/brief.pdf>;
- Oxford University's Intellectual Property Policy [Statute XVI], particularly for postgraduates, http://www.admin.ox.ac.uk/statutes/790-121.shtml#_Toc28143157;
- Academic Integrity in Research, <http://www.admin.ox.ac.uk/ps/staff/codes/air.shtml>.

6.2 Educational purpose of the placement or exchange

Placements and exchanges which are long-established and widely understood by both academic staff and students may appear to need little explanation. However, the definition of the educational purpose of the particular placement(s) in a subject (including the intended learning outcomes) should be a standard feature of course literature, and of programme specifications.

Experience suggests that a clear agreement between those representing the University and the placement provider on the purposes of the placement, and the responsibilities of the parties involved, is an important means of demonstrating that there is a shared understanding both of what is to be provided and what the student can legitimately expect, and also that the University – which is ultimately responsible for the provision – is in a position to monitor and evaluate all aspects of the student’s placement.

The QAA Code of Practice sets out the various aspects of the institution’s overall responsibility in some detail.

‘1. Where work-based or placement learning is part of a programme of study, awarding institutions ensure that its learning outcomes are:

- clearly identified
- contribute to the overall and coherent aims of their programme’

The University must make explicit how the intended learning outcomes of the placement contribute to the overall aims of the programme, and this should be included in the relevant Programme Specification.

Examples

In *Modern Languages*, the undergraduate handbook (2007/8) clearly states that the objectives of the Year Abroad are for students to:

- ‘Improve their language skills in a variety of practical contexts
- Acquire first-hand knowledge of the culture of the target language(s)
- Develop the ability to cope independently in the target language(s)’

[http://www.mod-langs.ox.ac.uk/guides/current/general/Handbook_general_07.pdf]

The *Law* 2007/8 undergraduate handbook states that:

‘The BA in Jurisprudence, Course 2, has all the same aims as Course 1. In addition, it aims to include intensive study of a major European legal system other than the English legal system, and immersion in the associated legal culture, by means of one year spent abroad at a leading continental European university.’ The Course 2 programme outcomes are the same as those for Course 1 (see 3.2 above), with the following additions:

A. Knowledge and understanding

- A good knowledge and understanding of the constitutional arrangements, sources of law, and modes of legal reasoning that apply in a European legal system other than that of England.
- A good knowledge and understanding of some core areas of law in the same European legal system

D. Transferable skills

- An ability to study and work without disadvantage in a second European language in addition to English. (Applies to students sent to France, Germany, Italy, or Spain only. Students sent to the Netherlands require the Dutch language only to an elementary level).
- An ability to integrate seamlessly into new cultures and ways of life.’

[<http://denning.law.ox.ac.uk/published/ughandbook.pdf>]

The Clinical Course handbook (2007) describes the elective period as follows: ‘During the final six months of the course there is a ten week period of elective study. Students may study any topic relevant to medicine either in the United Kingdom or abroad during the elective. Most students opt to travel overseas for clinical attachments, some pursue research and some arrange attachments in the UK. Students must submit for approval an elective plan that includes learning objectives. On return, they submit a short report demonstrating how the learning objectives were achieved and including reflection on the learning experience. All students

present either a poster or an oral presentation at the Electives' Conference which takes place in the final week of the course.'

[<http://weblearn.ox.ac.uk/site/medsci/undergrad/medicine/genhand/>]

'1. Where work-based or placement learning is part of a programme of study, awarding institutions ensure that its learning outcomes are:

- are assessed appropriately.'

Any assessment administered by the placement provider must be consistent with the standards and expectations applied to the internal assessment, and, in particular, where the results of the assessment contribute to the final degree classification.

Examples

History undergraduates have the opportunity of participating in an exchange with Princeton University. The undergraduate handbook makes it clear how assessments are treated: Oxford students 'should take three courses at Princeton. All three courses must be completed, and Oxford students should satisfy all the requirements expected of Princeton students. Courses 1 and 2 must be graded; the third course may be taken on a Pass/Fail basis. The chosen courses will be assessed or examined in the usual way by the Princeton History Department. Where written examinations need to be taken after the students have returned to the United Kingdom, arrangements will be made by the Exchange Co-ordinator for the examination to be sat in Oxford. Once assessment has been completed by the Princeton History Department, the results (both grades and Pass/Fail results) will be sent to the Chairman of Examiners. When received in Oxford both the results and the work on which they were based will be held in secure storage, for release to the Chairman of Examiners in the year in which the undergraduates are entered for the FHS. The FHS examiners will translate the Princeton grades on the two required History courses (courses 1 and 2 above) into Oxford numerical marks using an agreed and published scale. Examiners must review the written work on which the Princeton grade was awarded.'

The 2007 programme specification for **Law with Law Studies in Europe** states that 'The year abroad, year 3, creates a break in study for the Final Honour School of Jurisprudence. Courses taken at the partner university abroad are not examined as part of the Final Honour School at the end of year 4, nor are they otherwise examined in Oxford. Instead they are assessed by the partner university according to its own regulations. The successful completion of the programme as a whole requires that the student be certified by the partner university as having passed the year abroad according to the regulations of that university. Beyond this the student's performance at the partner university does not form part of his or her official Oxford record and in particular is not included in the calculation of the student's Oxford degree class. The partner university abroad may provide students with a separate qualitative record of performance which forms part of that university's records.' [<http://denning.law.ox.ac.uk/published/ba2prog.pdf>]

6.3 Identifying responsibilities

‘2. Awarding institutions are responsible for the academic standards of their awards and the quality of provision leading to them, and have in place policies and procedures to ensure that their responsibilities, and those of their partners involved in work-based and placement learning, are clearly identified and met.’

‘3. Awarding institutions ensure that all partners providing work-based and placement learning opportunities are fully aware of their related and specific responsibilities, and that the learning opportunities provided by them are appropriate.’

The University is responsible for the academic standards and quality of programmes that include elements of work-based or placement learning delivered by an external partner. As with all collaborations, it is therefore important that written agreements are used to establish who is responsible for what (see section 7). In collaborations involving placements and exchanges, it is particularly important to:

- establish criteria for the approval of a placement opportunity;
- confirm that academic provision to an appropriate standard will be provided;
- ensure that only approved costs are involved for the student¹⁶;
- confirm that appropriate health and safety requirements are in place (see also The University Policy Statements on ‘Safety in Fieldwork’ and ‘Overseas Travel’)
- ensure that partners are aware of policies and procedures for meeting statutory requirements relating to relevant UK legislation, including, for example, the Disability Equality Duty. EPSC’s ‘Brief Guidelines for Lecturers and Tutors’ on planning for students with Special Educational Needs and disability state that the Special Educational Needs and Disability Act ‘imposes on institutions a direct responsibility for their own students, and an indirect responsibility for compliance by all third parties to whom provision is delegated as part of the student’s course, such as field centres used in fieldwork and study trips, or foreign universities to whom students are sent for exchange or Year Abroad studies’ (<http://www.admin.ox.ac.uk/eop/disab/brief.pdf>). One should establish whether or not the facilities in the institution / placement are physically accessible and determine what support services (e.g. notetaking for severe dyslexics) are available, and at what cost. Disabled UK students can apply for the Disabled Student Funding Allowance to cover extra costs of study-related support (including extra travel costs associated with their disability), and apply for the Disability Living Allowance to cover the extra costs of personal care;¹⁷

¹⁶ The Notes of Guidance on the introduction of new courses indicates (section 4.12) that any extra ‘hidden’ costs involved in the introduction of the course or the modification of an existing course (e.g. field trips, vacation residence in Oxford, special clothing/equipment, unusually expensive books) should be specified. Any provision made by the division/faculty/department to meet these, e.g. grants, scholarships, and any fee implications should be described.

¹⁷ UK legislation may have limited application in overseas work-based or placement experiences, although the University should take into account any relevant legislation appropriate to the country in question, and consider any ‘duty of care’.

- ensure that procedures are in place for dealing with complaints and that all parties are in a position to make use of them if necessary;
- establish that the placement will meet any requirements of relevant statutory and regulatory, professional or funding bodies.

Example

The 2007 programme specification for *Law with Law Studies in Europe* states that: ‘The law schools at our partner universities all have academic objectives and standards similar to those of the Oxford law faculty, and occupy a similarly prominent and stable place in their national legal cultures. These, together with a willingness and ability to make thoughtful provision for students on this programme, are the criteria used to select partner universities. The list of partner universities is kept under review, and agreements are terminable on 18 months’ notice.

The arrangements with partner universities are regulated by written agreements in accordance with the QAA code of practice on collaborative provision. These agreements take broadly the same form in respect of each partner institution and make arrangements for students to be sent in both directions. They regulate the number of students to be sent, the appointment and duties of course directors, the financial and administrative arrangements affecting students, linguistic requirements for admission, modes of assessment, curriculum design, integration with the Erasmus/Socrates schemes, and commencement and termination.

Using a variety of mechanisms, the Oxford faculty assures itself of the continuing quality of learning in its partner universities and of the parity of assessment standards in force. These mechanisms include: detailed student feedback relating to the year abroad (see above); inspection visits to the partner universities by the Academic Director of Undergraduate Exchange Programmes and other members of the faculty; continuing liaison with course directors at the partner universities, including discussion of the programme specification and other applicable quality assurance procedures; and regular review of curricular requirements at each university. Some of the partner universities are also involved in academic collaborations with Oxford extending beyond this programme, affording additional opportunities for assurance of the high academic standards in place at those universities.

The content of this programme specification has been communicated to the course directors at the partner universities.’ [<http://denning.law.ox.ac.uk/published/ba2prog.pdf>]

6.4 Responsibilities of students

‘4. Awarding institutions inform students of their specific responsibilities and entitlements relating to their work-based and placement learning.’

It is important for students to be made aware of the institution’s expectations of their role in the placement:

- as representatives of the institution;
- towards those whom they meet in the course of the placement;
- through meeting the norms and expectations for professional conduct in the particular field of work that they are undertaking through the work-based or placement learning
- for managing their learning and professional relationships;
- for keeping appropriate record of their progress and achievements;
- for keeping in touch with the institutional contacts, and for alerting them to any problems which might hinder progress or satisfactory completion of the placement;
- in the event of a failure to complete a placement.

6.5 Information, support and guidance for students and partners

‘5. Awarding institutions provide students with appropriate and timely information, support and guidance prior to, throughout and following their work-based and placement learning.’

‘6. Awarding institutions ensure that work-based and placement learning partners are provided with appropriate and timely information prior to, throughout and following the students' work-based and placement learning.’

Students undertaking work-based or placement learning equally have entitlements as individuals, and it is important that they are made aware of these. Support available for students undertaking placements should encompass provision before, during and after the placement. Support arrangements should be specified in the Programme Specification and Student Handbook(s). This should include both academic and personal support, such as:

- Guidance on health and safety. For example, the School of Geography has a helpful section dealing with a range of aspects of fieldwork safety which can be found at [<http://www.geog.ox.ac.uk/undergraduate/info/fhs/dissertation/fieldwork-safety.html>]
- Guidance on intellectual property.
- Appropriate induction, including and any specialist professional or regulatory requirements in order to make a successful start to the placement;

- Means of monitoring and recording academic progress during the course of the placement;
- Additional language or other skills necessary or of benefit during the placement. See the 2007 programme specification for Law with Law Studies in Europe for an example. [<http://denning.law.ox.ac.uk/published/ba2prog.pdf>]
- Sources of personal support both on the placement and from the institution. For example, for the degree in Law with Law Studies in Europe, a member of the Faculty serves as Programme Co-ordinator with special responsibility for the welfare and progress of students on this programme. Information and advice about the year abroad is given in advance by the Programme Co-ordinator and by students who have been to the same partner university in earlier years. There is also continuing access to assistance and advice in Oxford during the year abroad: the Programme Co-ordinator encourages students to contact him in the event of difficulties which cannot easily be solved locally.
- Cultural understanding and work expectations important for successful integration on the placement;
- Any re-orientation required on the student's return.

Similarly, partners delivering education of behalf of the University need clear information about the objectives of the work-based or placement learning, their particular roles and responsibilities, the nature and scope of the activity involved and how responsibilities are to be fulfilled. They will benefit from guidance about their involvement in the procedures for the monitoring of the progress of students and mechanisms for reporting to the awarding institution at the end of the work-based or placement learning opportunity.

6.6 Staff development

7. 'Awarding institutions ensure that:
- their staff involved in work-based and placement learning are appropriately qualified, resourced and competent to fulfil their role(s)
 - where applicable, other educational providers, work-based and placement learning partners have effective measures in place to monitor and assure the proficiency of their staff involved in the support of the relevant work-based and placement learning.'

University staff as well as those of educational partners and those employed in the work-based or placement learning setting, all have crucial roles in identifying, developing and maintaining appropriate learning opportunities and supporting students. The University should:

- ensure that University staff are adequately informed and appropriately trained and supported to undertake their role(s);
- satisfy itself that appropriate and equivalent arrangements are in place for staff based in partner organisations;

- identify clearly and explicitly defined roles for all University staff associated with supporting students during the work-based or placement experience, and where necessary, provide appropriate training to enable staff to perform their role effectively (e.g. updating staff knowledge and understanding of relevant legislation, institutional policies and practices.)

6.7 Monitoring and evaluation

‘8. Awarding institutions have policies and procedures for securing, monitoring, administering and reviewing work-based and placement learning that are effective and reviewed regularly.’

Regular opportunities should be available to monitor the effectiveness of placement policies and procedures. These should draw on:

- feedback from all involved in placements including students, placement providers and institutional placement contacts;
- progress reports on individual students;
- monitoring student concerns and keeping records of all formal complaints;
- periodic review of the appropriateness and effectiveness of the purpose(s) of placement.
- common causes for complaint by students should be directed to the Joint Consultative Committee.

Example

The Modern Languages Year Abroad Officer reports to the Academic Policy Committee of the Faculty Board in Michaelmas Term of each year on last year's placements and any problems or complaints. The Academic Policy Committee reviews arrangements for placement learning annually in the light of the Officer's report and makes recommendations to Faculty Board as it judges appropriate.

7. Formal written agreements for education collaborations

The QAA's Code of Practice on collaborative provision, and flexible and distributed learning states that:

- 'A11: There should be a written and legally binding agreement or contract setting out the rights and obligations of the parties and signed by the authorised representatives of the awarding institution and the partner organisation or agent.'
- A12: 'The agreement or contract should make clear that any 'serial' arrangement whereby the partner organisation offers approved collaborative and/or FDL provision elsewhere or assigns, through an arrangement of its own, powers delegated to it by the awarding institution, may be undertaken only with the express written permission of the awarding institution in each instance. The awarding institution is responsible for ensuring that it retains proper control of the academic standards of awards offered through any such arrangements.'

The QAA's Code of Practice on Placement Learning states that:

- An awarding institution, together with its partner(s), may consider how devolved or shared responsibilities can be organised and clearly identified. This may be achieved through, for example, memoranda of understanding, service level agreements, the provision of handbooks for students, employers, providers and staff, and learning contracts. Clarity about responsibilities is important as the student learning is usually taking place away from the premises of the learning provider. It is particularly important when organising work-based or placement opportunities overseas. Clearly defined policies and procedures for securing, approving and/or allocating work-based or placement learning help an awarding institution ensure that, where applicable, any partner providing a learning opportunity can deliver these appropriately and has the capacity and capability to assist students to achieve the intended learning outcomes.
- A memorandum of understanding or other types of formal agreement can assure the awarding institution that the work-based or placement provider understands, agrees to and is able to demonstrate its ability to fulfil its responsibilities under relevant legislation. Such an agreement will take into account the level of skill and experience of the student and where the opportunity takes place, particularly if the opportunity is overseas. It should in all cases be clear and understood by all partners where responsibility lies for, among other things, the provision of appropriate learning opportunities, the health and safety of students, and, where delegated by the awarding institution, any assessment of students.

All collaborations, including placements and exchanges, should be accompanied by a written agreement. The exception to this is postgraduate research students registered at Oxford (and vice versa) who have been permitted by the relevant board to undertake their research in a well-founded laboratory outside of the University (see Examination Regulations 2007 p.904 for the arrangements that must be put in place in MPLS, which are repeated in Appendix three). However, written agreements should be put in place for placements and exchanges arranged for undergraduate science students undertaking a project in the last year of their

course where such placements constitute a significant element of a project, due to their potential impact on students' degree outcomes. See:

<http://www.mpls.ox.ac.uk/intranet/teachingandlearning/writtenagreements.html>

The formal written agreement should be made between the University as awarding body and the collaborating body in each case of collaborative provision leading to an Oxford award. The document should provide an agreed and binding statement of the rights and obligations of both parties, and this should typically cover the matters set out in this section.

The complexity of an agreement will of course vary according to the type of collaboration. An agreement on a joint degree will be far more complex than an agreement on a student exchange that lasts one term.

All Erasmus exchanges have to meet the standards of the Erasmus University Charter and the Erasmus Student Charter (<http://www.britishcouncil.org/erasmus-charter.htm>), and this serves as a minimum. However, the Charter is not course specific, so it may be appropriate for more specific written agreements to be made (as for example, in Law with Law studies in Europe).

As stated in section 4 above, more complex formal written agreements such as Memoranda of Understanding need to be reviewed by Legal Services and international collaborations by the Director of International Strategy. A template for more complex written agreements is provided in Appendix 2.

This comprehensive and formal agreement sounds daunting and can seem to run counter to a relationship of collaborators. However, its negotiation will test and cement a collaboration and can save much difficulty if problems or uncertainties arise. It also safeguards the position of the students, who should be absolutely clear as to their status in relation to the awarding and collaborating institutions, and as to who does what in delivering their course to them (see precepts A25-27 of the QAA code listed in section 5 of this document).

In the majority of cases, such agreements are already in place, but where they are lacking, the course organisers are asked to put in place formal agreements in consultation with the EPSC Secretariat, and with the Legal Services Office who will advise on the appropriate person to sign the agreement on behalf of the University. Any proposals for new collaborative programmes must be accompanied by a draft of such an agreement.

Each collaborative programme should be the responsibility of a designated unit (i.e. department/faculty), with a nominated individual as first point of contact.

7.1 The scope, standards and quality of the programme

Items of the agreement covering the scope, standards and quality of the programme should refer to the documents approved by the University of Oxford, including programme specifications; to the level of the award; and to any professional, statutory and regulatory body (PSRB) standing it may have. Reference will also be made to the availability of appropriate facilities to the students, e.g. library access and services, ICT access and services, health and safety provision, academic support and welfare services. The agreement should

cover the status of students in relation to the University's Statutes and Regulations, to complaints and appeals procedures, and to the necessity or otherwise of matriculation.

The programme specification will also demonstrate the wider equivalence of the award in terms of the common reference points of the national Academic Infrastructure (subject benchmarks, Framework for Higher Education Qualifications) as established by the QAA.¹⁸ In addition, it will address any links to, or recognition by, a professional, statutory, or regulatory body (PSRB). Both of these may be of particular importance in vocational, collaborative and FDL provision.

7.2 Responsibilities of the Awarding Body

Here key activities to be directly undertaken should be distinguished from approval of arrangements under which the Collaborating Body will provide elements of teaching or support. Key, direct activities might typically include:

- approval of the standards of the programme;
- appointment of examiners, including external examiner(s);
- annual monitoring and review of the achievement of standards and quality on the basis of designated evidence (such as external examiners' and course directors' reports, and student feedback) and by a specified body within the awarding institution;
- registration of students for purposes of returns to HEFCE and HESA¹⁹, and the issue of University Cards;
- granting of awards and issue of certificates and transcripts.

7.3 Responsibilities of the Collaborating Body

These should also be specified, and will relate closely to 7.1 and 7.2 above and to the programme specifications. Delegated activities, with appropriate approval or oversight of procedures, might include admissions, appointment of tutors, marketing and publicity, arrangements for assessment, and provision of teaching and learning facilities.

7.4 Financial arrangements

The formal agreement should include an agreed budget, which should be monitored regularly (see 7.5 below).

EPSC approval should be sought for fee arrangements. Arrangements for the setting and collection of fees and for the disposition of that income between the awarding and collaborating Bodies should be specified in the final agreement. This should take into account

¹⁸ <http://www.qaa.ac.uk/academicinfrastructure/default.asp>

¹⁹ Notify the Planning and Resource Allocation Section (<http://www.admin.ox.ac.uk/pr/oxonly/hesapd.shtml>), who will also notify Student Information Systems or the Graduate Studies Office (<http://www.admin.ox.ac.uk/sr/maintenanc.shtml>).

any public funding received by the awarding Body in respect of the student numbers generated by the collaborative programme. The general approach is that funding follows the student.

7.5 Establishment of liaison committee

It is advisable to stipulate a forum for regular communication and discussion and with a balance of representation from both parties in order to support collaborative arrangements. Meetings need not be numerous, although perhaps more so in the early stages. The programmes should be subject to periodic review.

The remit of any such committee might be:

- ongoing monitoring during the programme of quality, content, timetabling and management;
- liaison with relevant professional bodies;
- ongoing review of course content, including reference to student feedback, and making recommendations to the annual review by the Awarding Body for any modifications or developments to the programme;
- regular monitoring of the finances of the programme.

7.6 Additional formal clauses

These typically cover outlawing serial sub-contracting of responsibilities by the collaborating body; intellectual property rights; disputes procedures; review arrangements, the period of agreement and exit; data protection; official wordings for publicity and other descriptions of the course.

7.7 Supporting documentation

University examination and course regulations, programme specifications, and agreed budgets should be annexed to the joint agreement. Examples of agreements are kept by the EPSC Secretariat.

Appendices

Appendix 1 – University of Oxford education collaborations, classified by type of collaboration

<i>PROGRAMME</i>	<i>FACULTY/ DEPARTMENT</i>	<i>PARTNER(S)</i>	<i>TYPE OF COLLABORATION</i>	<i>Number of students in 2007/8</i>
<i>Jointly taught/supervised and jointly awarded</i>				
Joint DPhil in Biochemistry	Dpt of Biochemistry	The Scripps Research Institute	Single degree, jointly awarded	6 at Oxford, 3 at Scripps
<i>Jointly taught/supervised, awarded by Oxford</i>				
DPhil Biomedical research	Medical Sciences Division	The National Institutes of Health	Jointly supervised, degree awarded by Oxford	35
DPhil	MSD, MPLS	A*Star	Jointly supervised, degree awarded by Oxford	Not yet active
DPhil Computing	Computing Laboratory	IBM India Research Laboratory	Jointly supervised, degree awarded by Oxford	1
EngD in Engineered Materials for High Performance Applications in Aerospace and Related Technologies	Dept of Engineering Sciences	University of Birmingham, Rolls Royce (not yet active)	Registered at Oxford. Awarded by Oxford. Teaching at Oxford and Birmingham, placement in industry	Not yet active
MSc in Psychological Research	Dept of Exp. Psychology	Oxford Brookes University	Jointly taught, each university makes the award to the student it registers	12 Uni of Ox students
Other joint awards				
Postgraduate Diploma in Legal Practice	Law	Oxford Brookes, Oxford Institute of Legal Practice (OxILP)	Taught by OxILP. Jointly awarded by Oxford Brookes and us.	168

<i>PROGRAMME</i>	<i>FACULTY/ DEPARTMENT</i>	<i>PARTNER(S)</i>	<i>TYPE OF COLLABORATION</i>	
<i>University of Oxford staff make an Oxford University designated contribution to a degree programme at another University</i>				
Doctor of Veterinary Medicine	Veterinary Sciences	University of Nottingham (approved in June 2008)	Students registered at Nottingham undertake their clinical and applied research at Oxford.	Not active in 2007/8
MA in European History and Civilisation	Europaeum	Universiteit Leiden, Paris I-Sorbonne	Students registered at Universiteit Leiden are taught modules at Oxford and Paris.	7 in 2006/7
MSc in Display Technology, Systems and Applications	Engineering Science	University of Dundee	Modules of the Dundee MSc are taught by the Dept of Engineering Science	0
<i>Staff of another UK organisation provide a portion of the teaching to an Oxford award</i>				
Postgraduate Certificate in Architectural History	Continuing Education	Oxford Brookes	Oxford Brookes provide teaching of one unit	11
<i>Student exchange</i>				
BA Modern Languages	Faculty of Medieval and Modern Languages	Aristotle University of Thessaloniki (Greece), University of Crete (Greece), Sciences Po Paris (France), Université Paris-Sorbonne (Paris IV, France), RFW Universität Bonn (Germany), Università degli Studi di Bologna (Italy), Università degli Studi di Siena (Italy), University of Verona (Italy)	Exchange (Socrates-Erasmus)	9

BA Law with Law Studies in Europe	Faculty of Law	Paris II (Panthéon-Assas), Bonn, Konstanz, Munich, Regensburg, Siena, Pompeu Fabra (Barcelona) and Universiteit Leiden	Exchange. Oxford students who participate receive BA Law with Law studies in Europe from Oxford, rather than BA Law.	28
BA History	Faculty of History	University of Princeton	Exchange	5
MEng Engineering Science (4th year)	Dpt Engineering Sciences	University of Princeton	Exchange	3
MEng Materials Science (4th year)	Dpt of Materials	University of Princeton	Exchange	1
MChem Chemistry	Dpt Chemistry	University of Princeton (not active for some time)	Exchange	Not active in 07/08
MBioch Biochemistry (Part II project, 4th year)	Dpt of Biochemistry, MSD	INSA, Lyon (France), JW Goethe-Universität Frankfurt am Main (Germany), Rijksuniversiteit Gronigen, (Neths), UNIMES – Centres Universitaire (France), Universita' degli Stundi di Padova 'Il Bo' (Italy), Universität Marburg (Germany)	Exchange (Socrates-Erasmus)	5
		University of Princeton	Exchange	3
MPhysPhil Physics and Philosophy	Philosophy Faculty	University of Princeton	Exchange	1
MSt in History or Historical Research	History	Ecole Normale Superieure de Cachan, Paris	Students from Cachan receive MSt. Oxford students have a right to use Cachan facilities.	2
D Phil, Law	Faculty of Law	New York University (School of Law)	Exchange (approved in 2007/8)	Not active in 07/08

<i>Placements and language instruction</i>				
MSc in Global Health Sciences	Dpt of Public Health, Medical Sciences Division	Oxford Tropical Medicine Network, the Medical Research Council field station in the Gambia, the Global AIDS Program of the United States, Centers for Disease Control and Prevention	Placement	7
MSc. Professional Archaeology	Dpt for Cont Ed	English Heritage, Oxford Archaeology, and ad hoc local authorities	Placement	5
BA Oriental Studies – Hebrew	Oriental Studies	The Hebrew University, Jerusalem	Placement	0
BA Oriental Studies – Arabic	Oriental Studies	French Institute (IFPO Damascus); Arabic Language Centre (Markaz, Damascus); Kalimat Institute (Cairo); AUC (Cairo); Al-Diwan (Cairo)	Language instruction	18
BA Oriental Studies – Chinese	Oriental Studies	Peking University	Language instruction	14
BA Oriental Studies – Japanese	Oriental Studies	Kwansei Gakuin University (all students in first year) Other partnerships with Japanese universities for optional third year.	Language instruction, classes on Japanese culture and history	12
BA Oriental Studies – Persian	Oriental Studies	Tehran University	Placement	2
BA Oriental Studies - Turkish	Oriental Studies	Bogaziçi University	Placement	2
BA Modern Languages - Russian	M&M and Modern Languages	Yaroslavl State University (from 2008/9). Before this, with Yartek (both through Russian Language Undergraduate Studies Ltd.).	Language instruction	12

<i>Oxford awards the qualification. Teaching provided by another institution</i>				
Doctor of Clinical Psychology	Dpt of Experimental Psychology, MSD	Oxfordshire & Buckinghamshire Mental Health Partnership NHS Trust	Entirely taught by the NHS trust Validated and awarded by the University of Oxford	63
MSc (part-time) in Advanced Cognitive Therapy Studies	Continuing Education	Oxford Cognitive Therapy Centre in the Warneford Hospital (Oxfordshire & Buckinghamshire Mental Health Partnership NHS Trust)	Entirely taught by the NHS trust Validated and awarded by the University of Oxford	10
Postgraduate Diploma in Advanced Cognitive Therapy Studies (part-time)	Continuing Education	Oxford Cognitive Therapy Centre in the Warneford Hospital (Oxfordshire & Buckinghamshire Mental Health Partnership NHS Trust)	Entirely taught by the NHS trust Validated and awarded by the University of Oxford	6
Postgraduate Diploma in Cognitive Therapy (part-time)	Continuing Education	Oxford Cognitive Therapy Centre in the Warneford Hospital (Oxfordshire & Buckinghamshire Mental Health Partnership NHS Trust).	Entirely taught by the NHS trust Validated and awarded by the University of Oxford	26
MTh (full or part-time) in Applied Theology	Faculty of Theology	Ripon College	Course is supervised by the Board of the Faculty of Theology. Ripon College is not a PPH or Oxford college.	14
Postgraduate Diploma in Applied Theology	Faculty of Theology	Ripon College	Course is supervised by the Board of the Faculty of Theology.	0
BA Theology	Faculty of Theology	Ripon College	Taught by Ripon College. Awarded by the University.	5
BTh (full or part-time) in Theology	Faculty of Theology	Ripon College	Taught by Ripon College. Awarded by the University.	5

Certificate in Theology and Certificate for Theology Graduates	Faculty of Theology	Ripon College	Taught by Ripon College. Awarded by the University.	0
Undergraduate Diploma in Theological Education and Ministry ²⁰	Continuing Education	Ripon College (previously St. Albans and Oxford Ministry Course)	Taught by Ripon College. Awarded by the University.	29
Executive education (not award bearing)				
Oxford-Hong Kong Senior Executive Programme in Corporate Leadership	Saïd Business School	Hong Kong University, Carnegie-Mellon	Jointly taught in China by academic staff from the University of Oxford, Hong Kong University and Carnegie-Mellon.	
Consulting and Coaching for Change	Saïd Business School	HEC School of Management (Paris)	Jointly taught in Oxford and Paris by academic staff from Oxford and HEC.	

²⁰ The last admissions for this course were in 2007/8. This is a two year course, so the final cohort will finish at the end of the 2008/9 academic year.

Appendix 2: Template for written agreement

The following template should be used for more complex collaborations.

For placements and exchanges arranged for undergraduate science students doing projects outside of Oxford in the last year of their course, see:

<http://www.mpls.ox.ac.uk/intranet/teachingandlearning/writtenagreements.html>

qDATED

(1)

(2) **THE UNIVERSITY OF OXFORD**

AGREEMENT

for the [*insert name of Programme*] Programme

THIS AGREEMENT dated

is made **BETWEEN**

- (1) [] a [*insert type of legal entity*] whose principle place of business is at [] (“# ”); and
- (2) **THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF OXFORD**, whose administrative offices are at Wellington Square, Oxford OX1 2JD, United Kingdom. (“**Oxford**”).

1. **Definitions**

- (a) *Agreed Description for the EPSC Register of Collaborative Provision* means the short form description of the Programme appearing as the first paragraph of Programme specification contained in schedule 1 and which is required by the University’s Educational Policy and Standards Committee for entry into its Register of Collaborative Provision
- (b) *Collaborating Supervisor* means a person appointed by the relevant Oxford admitting body to act as a supervisor to the Student, in accordance with clause 7(b) below;
- (c) *College* means the Oxford College to which the Student is admitted;
- (d) *Liaison Committee* means the committee comprised of [*insert number*] of members, of whom [*number*] shall be designated by Oxford and [*number*] shall be designated by #; of which the functions shall be as set out in clause 12 below;
- (e) *Project* means the research project to be carried out by an individual Student as described in the letter agreement referred to in clause 2[d][e] below;
- (f) *Programme* means the [*insert formal name of Programme*] Programme leading to the award of [*insert details of award*] as more particularly described in the Programme specification contained in Schedule 1 and approved by Oxford’s relevant admitting body and divisional board;
- (g) *Primary Supervisor* means a Senior Member of Oxford appointed by Oxford in accordance with its *Statutes and Regulations* and the procedures of the relevant Oxford admitting body;
- (h) *Students* means the candidates selected for admission to the Programme by # and the University, in accordance with this Agreement;

2. **The Programme**

- (a) By this Agreement the parties establish the Programme, to provide for up to [*insert number of available scholarships*] scholarships to be awarded by # [*and Oxford*²¹] each year to enable the Students to study for Oxford’s [*insert level of award*] in defined areas of study.

²¹ Insert if Oxford is to provide any of the funding for the scholarships.

Student selection for the Programme shall be based on merit and subject to the approval of Oxford (for admission to the Programme) and of # (for award of scholarships), as set out in clause 4 below.

(b) The parties confirm that the Agreed Description for the EPSC Register of Collaborative Provision is an appropriate short form description of the Programme.

(c) Students will be matriculated students of Oxford and will spend [*insert duration of each Student's expected study*] on the Programme, of which [*at least two (including the first year)*] will be spent in Oxford, and the remainder at #.

(d) The Programme shall be funded in accordance with clause 11, below. # shall have no [*Neither # nor Oxford²² shall have any*] obligation to fund a Student for longer than [*insert expected number of years expected duration of course*] years [*each*].

[(e) The Programme shall be approved and recognised by the [insert details of relevant professional, statutory or regulatory body] for the purposes of admission to [that body's] [relevant status.]. It shall be the responsibility of Oxford to use its reasonable efforts to obtain such approval and recognition of the Programme before any Student is offered a scholarship in connection with the Programme. If Oxford is unable to achieve the requisite approval and recognition the parties shall meet to consider whether the Programme can be offered and any modifications that may be required.]

[(e)][(f) Once a Student has been identified and accepted for the programme in accordance with clause 4 below, the Student and the parties shall enter into a letter of agreement in the form set out in Schedule 2 setting out the details of that Student's Project (if any), the actual fees applicable for that Student and the Student's supervisors. The Project shall be in the broad areas of [science, technology and biomedicine], or such other areas as the parties may agree in writing. The remaining aspects of the Project shall be governed by the terms of this Agreement.

3. Selection

(a) The Programme shall be open to [*insert details of any restrictions on candidates who may apply for the scholarships, eg²³, membership of another institution*] who, on the basis of academic merit and potential, are selected initially by [#] to hold the [*enter name of scholarship, if any*] Scholarships.

(b) These candidates shall then apply to the University under the University's standard procedures and in accordance with Oxford's normal timetable for admission. The candidates shall make clear on the application form that, if accepted by Oxford, they will be funded under the Programme.

(c) The application will be considered by Oxford's admitting body to which the application is made, in accordance with Oxford's standard procedures, and against the admitting body's usual admission criteria and the additional considerations specified below; and it shall be for the admitting body to decide whether or not to accept or reject that application.

²² Insert if Oxford is to provide any of the funding for the scholarships.

²³ if restrictions based on nationality/race are requested please seek further advice from Legal Services

(d) The admitting body to which an application is made will need to satisfy itself that the candidates meet Oxford's minimum requirements from time to time in force for admission to programmes such as the Programme, as well as any additional requirements the admitting body may have for certain subjects. Over and above this, the admitting body will exercise its academic judgement in deciding whether or not to admit each and every candidate.

(e) Final selection by Oxford will not be confirmed until all conditions of admission have been met. Under Oxford's present procedures, acceptance by the admitting body guarantees acceptance by a College, subject again to any conditions of admission being met.

4. *Award of [degree]*

(a) Subject to the terms of this Agreement, scholarships for the Programme will be tenable for a maximum of [*four*] years and will be renewed annually subject to satisfactory academic progress, which shall be determined by Oxford in accordance with its normal procedures for monitoring the progress of students undertaking studies at a comparable level.

(b) Oxford shall be responsible for making the relevant award to those Students who have fulfilled the criteria and are eligible for receiving the award pursuant to Oxford's Statutes and Regulations.

(c) Oxford shall be responsible for furnishing Students to whom an award is made pursuant to this Agreement, with appropriate award certificates, in accordance with its Regulations.

5. *Regulations*

(a) The contracts between each Student and Oxford and the College will be made on the terms of the then standard Oxford and College Student Contracts, which the Student will be required to sign before admission.

(b) Throughout their time on the Programme Students will be subject to the Statutes and Regulations of the University, and these will apply regardless of whether Students are based in Oxford, at #, or elsewhere. The Statutes and Regulations govern (inter alia) the programme of study, the status of the Student within the University, [*the maintenance of a Register of Graduates*], ownership of intellectual property, research ethics, examinations (including the appointment of internal and external examiners), and the awarding of degrees.

(c) In the event that a Student creates at # (including at the premises of a third party in accordance with clause 8(c) below) intellectual property which is capable of commercial exploitation, and the ownership of which is claimed by Oxford under its Statutes, Oxford and # will discuss and agree which of them is the more appropriate party to take forward the arrangements for patenting and exploitation, bearing in mind such factors as the nature of the property, its relationship with other exploitation activities already in train at Oxford or at #, and the resources available to the parties for exploitation purposes. The portion of the exploitation revenues which is attributable to the intellectual property created by the Student will then be shared between the University and #, after the deduction of attributable costs, and in proportion to the relative intellectual contributions of both parties. For the avoidance of doubt, intellectual property created prior to the start of the Programme or otherwise generated outside the scope of the Programme ("Background Intellectual Property") and belonging to one party is and shall remain the exclusive property of the party owning it (or,

where applicable, the third party from whom its right to use the Background Intellectual Property has derived).

(c) Whilst working on Oxford premises Students will also be subject to all divisional and departmental regulations and rules applicable to comparable students in their field of study, including those governing health and safety in Oxford's laboratories and those governing facilities and property.

(d) Whilst working on # premises, Students will be subject to the internal rules and regulations of # in relation to health, safety and environmental issues, and the use of # facilities and property.

(e) No Student shall conduct any research at # which involves the use of animals. Any such research shall be carried out in Oxford, strictly in accordance with Oxford's procedures for such research.

(f) The removal of a Student from the [*Register of Graduate Students*²⁴] will terminate that Student's place on the Programme.

6. *Supervision*

(a) Oxford shall be responsible for appointing one of its Senior Members to act as the Student's primary supervisor. Such appointment shall be made through the admitting body in accordance with the Oxford's Regulations and the admitting body's own procedures.

(b) In addition to the primary supervisor, # shall be responsible for proposing to the admitting body one or more appropriately qualified and experienced persons to act as the Student's joint supervisor(s). The admitting body shall appoint one or more joint supervisors as it sees fit, at least one of whom shall be from #.

7. *Monitoring of academic progress*

(a) Each party shall cause its supervisor(s) to submit a written report of the Student's progress each term while the Student remains on the [*Register of Graduate Students, i.e. until the thesis has been accepted for the award of the degree*²⁵]. In addition the Student's primary supervisor shall be entitled to visit the Student at least once during each year of the Student's study at #, as such supervisor sees fit, in order to monitor the progress of the Student at #.

(b) As a minimum, during periods when the Student is working at #, the # supervisor(s) will be required to submit termly reports to the primary supervisor. The primary supervisor will be required to forward these, with his/her comments, to Oxford's [*Graduate Studies Office with a copy to the Secretary to the Graduate Studies Advisory Panel, MPLS Divisional Office, 9 Parks Road, Oxford, OX1 3PD*²⁶]. Divisions or admitting bodies may have further requirements governing contact between the primary supervisor and the Student. Any

²⁴ amend as appropriate for the Programme

²⁵ amend as appropriate

²⁶ amend as appropriate

concerns about progress will be discussed between the supervisors, and also with the Director of Graduate Studies of the admitting body.

(c) Applications for transfer of status and confirmation of status will be judged by two assessors, at least one of whom will be a member of the academic staff of the University who is familiar with the Student's field of research. Success in all stages of the course is required for progress to the submission of the thesis and the D.Phil. examination.

8. *Periods spent by the Students at #*

(a) Before a candidate is admitted to the Programme, # shall demonstrate to the reasonable satisfaction of Oxford's relevant department and divisional board, that # has made appropriate arrangements for all aspects of the Student's academic work while at #, including the following:

(i) the availability of the equipment and facilities necessary for the project, including, but without limitation, laboratory space, equipment and facilities; library access and services; ICT access and services; access to welfare services and support;

(ii) the adequacy of the arrangements for the maintenance, support and updating of such equipment and facilities;

(iii) satisfactory induction procedures;

(iv) satisfactory health and safety arrangements;

(v) satisfactory supervision arrangements, to include specification of a minimum number of contact hours between Student and # supervisor(s) (weekly meetings are recommended), and provision for regular contact by email or telephone with the primary supervisor. The # supervisor(s) will be expected to abide by [*Oxford's Notes of Guidance for Research Degrees and by the regulations within the relevant divisional handbook for graduate studies, and which will be made available to the # supervisor(s) each year*]²⁷;

(vi) satisfactory arrangements for monitoring the Student's progress; and

(vii) provision for the Student to travel to Oxford for such instruction as the division and department shall reasonably require.

(b) Individual divisions or departments may impose further requirements for Students based outside Oxford: where such exist they shall apply to Students under the Programme, and shall be notified by the University to # prior to a student being admitted by the University to the Programme.(c) # shall not arrange for the Student

to carry out any work at the premises of a third party, unless Oxford has given its prior written consent to such arrangement.

(d) # shall be responsible for ensuring that the arrangements described at paragraph (a) above are maintained at all times in respect of each Student's period of study at #'s premises (or any third party premises made available to the Student through # in accordance with

²⁷ amend as appropriate

paragraph (c) above). Oxford shall be entitled to visit #'s premises (and any third party premises) to inspect the facilities and arrangements in place for the Students. Any such visit shall be subject to Oxford giving reasonable notice to # and shall take place not more than once in any calendar year unless Oxford has reasonable need to make additional inspections, for instance to facilitate investigation of a complaint by a Student.

(e) # shall indemnify Oxford and keep Oxford indemnified against all and any losses, costs, expenses, damages, liabilities, demands, claims, actions and proceedings which may be suffered or incurred by Oxford and which arise out of or in consequence of #'s failure to make, implement and/or maintain the above arrangements, or which arise in any other way out of or in consequence of a Student's attendance at #, or at third party premises made available through # in accordance with paragraph (c) above.

9. *Student Complaints and appeals*

- (a) Oxford's procedures make provision for a Student to seek advice on matters of concern from a number of individuals who have responsibility for different aspects of the well-being of [*graduate*] students. These include supervisors, [*Directors of Graduate Studies*], College tutors or advisers, heads of department, and College heads and senior tutors. If resolution of a complaint or appeal is not possible by means of procedures in place within the division and department concerned, then it may be referred to the Chairman of the Division's [*Graduate*] Panel (or equivalent), or to the Head of Division, for consideration by an *ad hoc* committee convened on behalf of the division and consisting of three members of the Division's [*Graduate Panel*]. Failing resolution of a complaint or appeal, formally or informally, by any of these means, a Student may refer the matter to Oxford's Proctors for formal consideration, under Oxford's Regulations.
- (b) If a Student has a complaint about the facilities at #, or in relation to health, safety or environmental issues at #, the complaint shall be dealt with in accordance with #'s regulations and procedures.

10. *Funding*

[Model A: for wholly externally funded programmes:

shall provide funding in respect of the Students admitted to the Programme as follows:

- (i) all fees due to Oxford and the College;
- (ii) all the Student's costs of facilities, consumables and equipment while at #;
- (iii) [*a grant that is adequate to cover each Student's reasonable accommodation and living expenses in respect of the period the Student is required to spend in #*]
- (iv) a contribution to the costs of facilities, consumable and equipment at Oxford, in the amount set out in Schedule 3
- (v) # shall reimburse the travel and subsistence expenses incurred by the primary supervisor in visiting Students at # (or at any relevant third party premises). Oxford will invoice such expenses as and when they are incurred. # shall settle each invoice with thirty (30) days after its receipt of the invoice.]

[Model B: for joint funding with Oxford:

(a) Oxford shall provide funding in respect of the Students admitted to the Programme as follows²⁸:

- (i) two years of all fees due to Oxford;
- (ii) two years of all fees due to the College;
- (iii) *[a grant that is adequate to cover each Student's reasonable accommodation and living expenses in respect of the period the Student is required to spend in Oxford]*²⁹.

(b) # shall provide funding in respect of the Students admitted to the Programme as follows:

- (i) all remaining fees due to Oxford and the College;
- (ii) all the Student's costs of facilities, consumables and equipment while at #;
- (iii) *[a grant that is adequate to cover each Student's reasonable accommodation and living expenses in respect of the period the Student is required to spend in #]*
- (iv) a contribution to the costs of facilities, consumable and equipment at Oxford, in the amount set out in Schedule 3
- (v) # shall reimburse the travel and subsistence expenses incurred by the primary supervisor in visiting Students at # (or at any relevant third party premises). Oxford will invoice such expenses as and when they are incurred. # shall settle each invoice with thirty (30) days after its receipt of the invoice.]

Oxford's current fee rates for itself and its colleges in respect of students such as the Students is set out in Schedule 3. This should be taken as a guide only, and Oxford or (as the case may be) the College will invoice # for the appropriate fees *[after acceptance of each Student]*³⁰.

*[(c) If Oxford receives any funding from the Higher Education Funding Committee for England in respect of the Students, or any of them, such funding shall be shared between the Parties in accordance with the general principle that funding follows the Student, save that Oxford may retain a minority proportion of such funding in respect of its continued contribution to the Programme during the Student's period of study at #. Details of the amount of any HEFCE funding, including any Access Funds and Premiums; its division in accordance with the principles set out in this paragraph 11(c); and arrangements for payment of the appropriate sums are set out in Schedule 4.]*³¹

(d) Oxford will provide # with a statement of all sums paid to it under this Agreement, on an annual basis.

²⁸ the items listed are examples of how funding obligations may be shared

²⁹ or as appropriate

³⁰ or annually or as appropriate

³¹ only relevant if both bodies are eligible for HEFCE funding

11. *Review of the Programme*

- (a) The Parties shall designate their first members of the Liaison Committee within four weeks of the date of this Agreement, by giving notice in writing to the other Party of the names and positions of such members. Each party may replace its designated member(s) on the Liaison Committee from time to time as it sees fit by giving written notice of the replacement to the other Party.
- (b) The Liaison Committee shall have the following functions:
 - (i) to oversee and monitor the implementation of the Agreement;
 - (ii) to consider policy issues relating to the Agreement, including such matters as the future direction of the Agreement, potential areas for collaboration, number of students to be funded under the Agreement in future years within the overall number specified in cl.2(a) above;
 - (iii) to consider issues arising from the operation of the Agreement, and the interface between the University and #;
 - (iv) to discuss problems referred to the Liaison Committee by the admitting body or by [the body in charge of #'s laboratories, etc]
 - (v) monitoring of the Programme's finances; [NOT SURE ABOUT THIS ONE you may need to ask for more funding to support increasing costs so I would think some formal recognition that the issue might be discussed would be appropriate]
 - (vi) reporting matters for action/further discussion to the Parties. [*note that the LC members are not given authority to make decisions – this should be considered on a case by case basis*]
- (c) The Liaison Committee shall have no authority to intervene in the process of application and admission to the University, in the progress of individual Students once admitted, in the academic judgement of the University's departments or divisions, or in the process or outcome of examinations.
- (d) The Liaison Committee shall meet at intervals of [*insert frequency*]. Meetings may be held by telephone conference, video-link or in person, as the Liaison Committee sees fit.
- (e) The University's [*admitting body*] will be responsible for the day to day running of the Programme, including (without limitation) the following matters:
 - (i) monitoring of quality, content, timetabling and day to day management of the Programme;
 - (ii) [*liaison with [insert details of relevant professional, statutory or regulatory body]*];

- (iii) review of content of the Programme, including reference to student feedback and making recommendations for future modifications or developments to the Parties;
- (iv) monitoring of the Programme's finances;

12. *Term and Termination*

- (a) This Agreement shall take effect on the date first mentioned above. It may be terminated by either party at any time by giving the other not less than ninety (90) days' written notice; but termination shall not affect the funding for, or the completion of, any Student's participation in the Programme provided the Student was accepted onto the Programme prior to receipt of the notice.
- (b) Subject to any earlier termination pursuant to clause 12(a), this Agreement will commence on the date first written above and continue in force for [...] years in the first instance. The Agreement will be reviewed by # and Oxford in the course of the [*third*] year after its commencement, to enable the parties to consider whether the Agreement should be extended.

13. *Confidentiality*

- (a) For the purpose of this clause, "Confidential Information" means all and any specifications, drawings, circuit diagrams, tapes, discs and other computer-readable media, documents, information, techniques and know-how which are disclosed by one party to the other in connection with the Programme and marked or labelled "Proprietary", "Confidential" or "Sensitive" by the disclosing party at the time of disclosure.
- (b) Each party will use all reasonable endeavours not to disclose any Confidential Information to any third party.
- (c) Neither party shall incur any obligation under clause 13(a) with respect to information which:
 - (i) is known to the receiving party before the date of this Agreement, and not impressed already with any obligation of confidentiality to the disclosing party; or
 - (ii) is or becomes publicly known without the fault of the receiving party; or
 - (iii) is obtained by the receiving party from a third party in circumstances where the receiving party has no reason to believe that there has been a breach of an obligation of confidentiality owed to the disclosing party; or
 - (iv) is independently developed by the receiving party; or
 - (v) is approved for release in writing by an authorised representative of the disclosing party; or
 - (vi) the receiving party is specifically required to disclose by law or pursuant to the order of any court of competent jurisdiction provided that, in the case of a disclosure

under the Freedom of Information Act, none of the exemptions in that Act applies to the information.

(d) If Oxford receives a request under the Freedom of Information Act to disclose any Confidential Information, it will notify and consult with #. # will respond within seven days after receiving notice if the notice requests assistance in determining whether or not an exemption in the Act applies.

14. *Assignment*

Neither party may assign any of its rights and obligations under this Agreement without the prior written consent of the other.

15. *Limitation of Liability*

(a) The liability of either party for any breach of this Agreement, or arising in any other way out of the subject-matter of this Agreement, will not extend to loss of business or profit, or to any indirect or consequential damages or losses.

(b) The maximum liability of Oxford to # under or otherwise in connection with this Agreement or its subject matter shall not exceed the return of all moneys provided to Oxford by # under clause 11.

16. *Notices*

(a) The # representative for the purpose of receiving invoices, reports and other notices shall until further notice be:

[insert here]

(b) Oxford's representative for the purpose of receiving payments, reports and other notices shall until further notice be:

[insert here]

17. *Dispute Resolution*

(a) In the event of any controversy or claim arising out of or relating to this Agreement or the breach of this Agreement (a "Dispute"), at the written request of either party each of the parties shall designate a representative from its senior management, who does not devote substantially all of his or her time to performance under this Agreement, to attempt to resolve the Dispute.

(b) The designated representatives shall negotiate in good faith in an effort to resolve the Dispute over a period of 10 business days, unless they conclude mutually that amicable resolution of the Dispute through such efforts is not possible.

(c) If a Dispute is not resolved pursuant to clause 17(b), the Dispute shall be referred to the *[insert appropriate postholder at #]* and the Vice-Chancellor of Oxford for amicable resolution.

(d) If a Dispute is not resolved pursuant to the preceding sub-clause the parties shall seek in good faith to settle the dispute by mediation in Oxford, England, administered by the Centre for Dispute Resolution (“CEDR”). Each party shall bear its own costs in the mediation. The fees and expenses of the mediator shall be shared equally by the parties.

(e) If a Dispute has not been resolved within 90 days after the written request beginning the dispute resolution process (or a longer period, if mutually agreed), the mediation shall terminate and the parties shall be at liberty to commence proceedings in the English Courts which, subject to the foregoing, shall have exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement or the breach of this Agreement. Negotiation and mediation as above shall be a condition precedent to the commencement of any legal proceeding.

(f) Any mediation or negotiation pursuant to this clause shall be treated as a confidential settlement discussion. The mediator may not testify for either party in any later proceeding relating to the Dispute.

(g) This Agreement shall be governed by English Law.

18. *General*

(a) Clause headings are inserted in this Agreement for convenience only, and they shall not be taken into account in the interpretation of this Agreement.

(b) Amounts specified for payment in this Agreement are stated exclusive of Value Added Tax. Whenever # is obliged to make a payment to Oxford under this Agreement which attracts Value Added, sales, use, excise or other similar taxes or duties, # shall be responsible for paying such taxes and duties.

(c) If the performance by either party of any of its obligations under this Agreement (other than an obligation to make payment) shall be prevented by circumstances beyond its reasonable control, then such party shall be excused from performance of that obligation for the duration of the relevant event.

(d) No one except a party to this Agreement has any right to prevent the amendment of this Agreement or its termination; and no one except a party may enforce any benefit conferred by this Agreement, unless this Agreement expressly provides otherwise.

(e) Nothing in this Agreement shall create, imply or evidence any partnership or joint venture between # and Oxford or the relationship between them of principal and agent.

(f) Neither # nor Oxford shall use the name of the other in any press release or product advertising, or for any other commercial purpose, without the prior written consent of the other; provided, however, that publication of the sums received from # in Oxford’s Annual Report and similar publications shall not be regarded as a breach of this clause.

(g) The parties shall co-operate with each other and execute and deliver to the other such instruments and documents and take such other action as may be reasonably requested from time to time in order to carry out and confirm the rights and the intended purpose of this Agreement.

(h) In the event that any term condition or provision of this Agreement is held to be a violation of any applicable law statute or regulation the same shall be deemed to be deleted from this Agreement and shall be of no force and effect and this Agreement shall remain in full force and effect as if such term condition or provision had not originally been contained in this Agreement. Notwithstanding the above in the event of any such deletion the parties shall negotiate in good faith in order to agree on the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.

(i) This Agreement constitutes the entire agreement between the parties for the Programme. Any variation shall be in writing and signed by authorised signatories for both parties.

SIGNED for and on behalf of
#

SIGNED for and on behalf of
**THE CHANCELLOR, MASTERS
AND SCHOLARS OF THE
UNIVERSITY OF OXFORD**

Name: _____

Name: _____

Position: _____

Position: _____

Signature: _____

Signature: _____

Appendix 3: Permission to work in a well-found laboratory outside the University

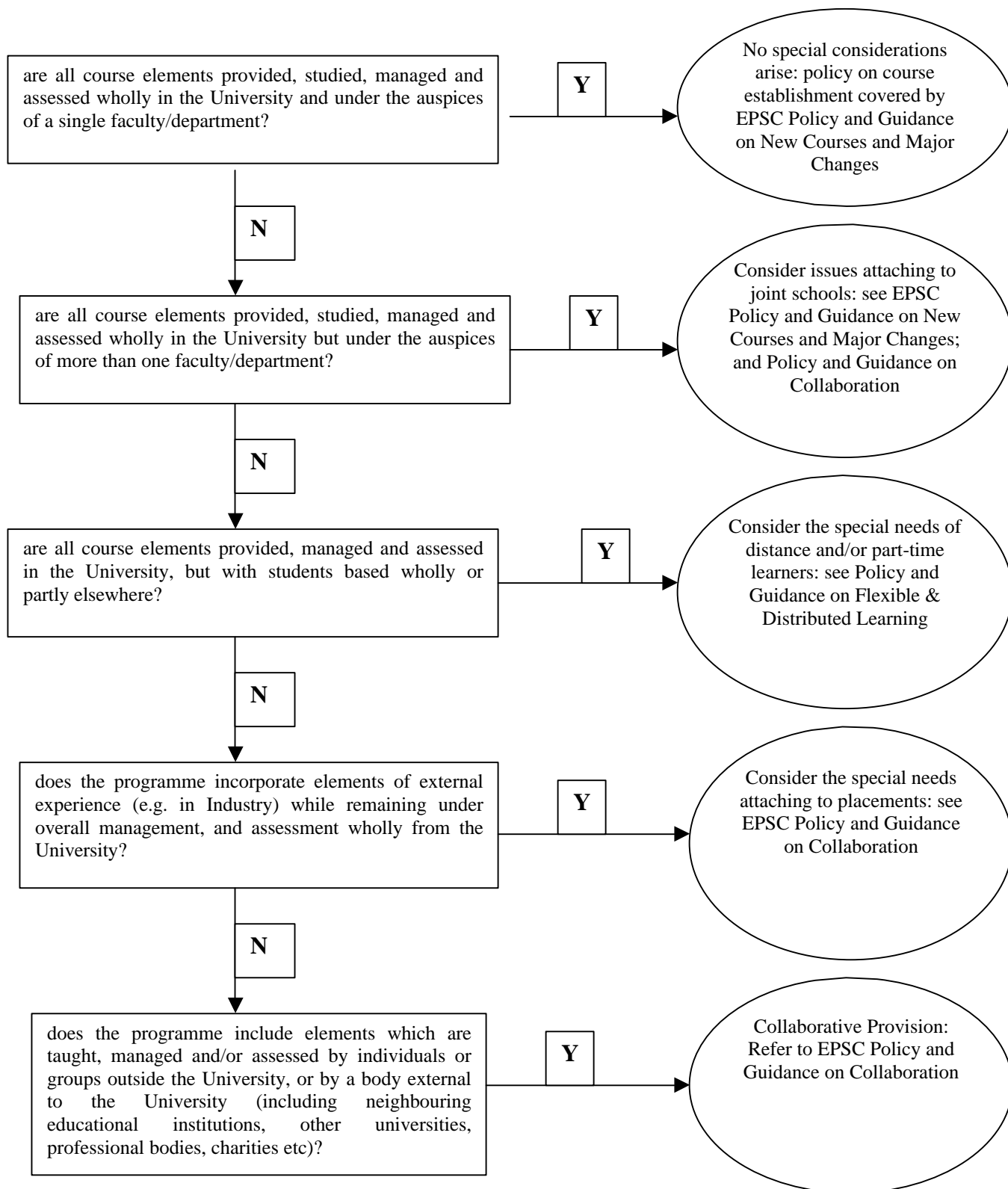
The Examination Regulations (2007) state that:

Applicants who are admitted to undertake research under the supervision of the Mathematical, Physical and Life Sciences Divisional Board may, exceptionally, be permitted by the divisional board to undertake their research in a well-found laboratory outside the University. Such candidates shall be dispensed from the residence requirements, but shall be required to attend the University for such instruction as the division and department concerned shall require. Before admitting a candidate on this basis, the department concerned shall be required to satisfy itself and the divisional board that appropriate arrangements are in place for approving all aspects of the student's academic work, including the following:

1. (i) the availability of the equipment and facilities necessary for the project in the agency concerned;
2. (ii) the existence of a wider collaboration between the department and the agency in which the student is based;
3. (iii) the subject of their doctoral studies;
4. (iv) satisfactory induction procedures;
5. (v) satisfactory health and safety arrangements;
6. (vi) satisfactory supervision arrangements, to include specification of a minimum number of contact hours between student and supervisor, which shall include not less than two face-to-face meetings between student and supervisor, for a total of at least 8 hours, each term;
7. (vii) satisfactory arrangements for monitoring the student's progress within the department;
8. (viii) provision for the student to attend the University for such instruction as the division and department shall require.

Appendix 4: Which ‘Policy and Guidance’ document(s) should I use?

*Note: The usefulness of the chart as a guide depends on careful thought about where and how programmes are: **provided, studied, assessed, and managed***



Important Note: some provision may involve more than one of these elements: e.g. part-time and/or distance learners, placements and collaboration; in this case the special needs arising from each set of circumstances must be considered.