



Academic Quality Framework

Collaborative Provision Processes: Type3 Franchise

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Table of Contents

Type 3: Franchise	3
1. Definition	3
2 Stages in Approval Process for Collaborative Provision (Franchise) - TYPE 3.....	3
3 Stage 1 – Outline Proposal.....	3
4. Stage 2 – Due Diligence	4
5 Stage 3 – Programme Validation	5
6 Stage 4: Memorandum of Agreement	7
7 Operational Guidelines for Type 3 Franchise.....	8
8 Programme Delivery & Assessment.....	10
9 Collaborative Provision Programme Management	11
10. Formal Monitoring Procedures	12
11 Renewal of collaborative provisions.....	14
12 Discontinuation of Collaborative Provider Programmes.....	15
13 Flow Chart.....	17

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Type 3: Franchise

1. Definition

Franchising is the process whereby a validated programme of study leading to a TU Dublin award is delivered wholly or partly in the partner organisation by its own staff.

2 Stages in Approval Process for Collaborative Provision (Franchise) - TYPE 3

2.1 The Approval Process for a new collaborative provider that is proposing to develop and deliver a new programme (either in whole or in part) leading to a TU Dublin award consists of 4 stages:

Stage 1: Outline Proposal

Stage 2: Due Diligence

Stage 3: Programme Franchising Approval

Stage 4: Signing of Agreement

2.2 At each stage of the process, the staff and committees of the University will be cognisant of the importance of the University's reputation and will consider this in the context of perceived benefits arising from the partnership.

2.3 The approval process flow chart is provided in Section 13.

3 Stage 1 – Outline Proposal

3.1 A request to establish a collaborative provision partnership is submitted in writing by the external organisation to the Head of School.

3.2 If the School wishes to establish a collaborative provision partnership with the external organisation, the Partnership Outline Proposal Form, which provides evidence of how the new partnership would align to the University Strategic Plan and partnership criteria, is submitted by the Head of School to the Faculty Dean.

3.3 The proposal is tabled at the Faculty Executive Team and if recommended to proceed to the next stage, the form is submitted to the Partnership Function. If the Partnership Function also recommends that the consideration of partnership is recommended to proceed to the next stage, the proposal is

submitted to the University Programmes Board for noting. Both the Faculty Executive Team and Partnership Function will aim to have a 2 week turnaround for each stage when all required documentation is submitted.

- 3.4 Before submission to Faculty Executive Team, the School should ensure that the proposal is in compliance with the TU Dublin Conflict of Interest Policy. Where a conflict of is identified, the Declaration of Personal Interests Form(s) must be submitted along with the required documentation listed above in Section 3.2. Should the conflict of interest or commitment relate to a member of either the Faculty Executive that member may present the details of the proposal, but must be recused from the part of the meeting where a decision on the proposal is made.
- 3.5 If approved, the School nominates a member of staff to act as point of contact between the proposed partner organisation and TU Dublin.
- 3.6 If either Faculty Executive Team or the Partnership Function decide that a proposal should not proceed, this decision and the objective reasons underpinning the decision will be communicated to the relevant Head of School, who will notify the external organisation. The School may within 20 working days provide the Faculty or Partnership Function with additional information that was not in the initial submission, in which case the proposal may be reconsidered.

4. Stage 2 – Due Diligence

- 4.1 Due Diligence is the process whereby a third party is evaluated and judged suitable, or not, for assuming responsibility, under prescribed conditions, for the delivery and management of programmes which lead to TU Dublin awards.
- 4.2 Approval of the external organisation will usually involve a due diligence and risk assessment exercise conducted by TU Dublin, based on information provided by the external organisation. Due Diligence of an organisation will normally be completed prior to the franchising of the programme or programmes of study.

- 4.3 Please note that in the case where an external partner is proposing to deliver a micro credential, minor, supplemental or special purpose award, which is delivered in less than three months, the Partnership Function in consultation with Academic Affairs may decide that a Due Diligence Panel is not necessary and therefore may make a recommendation for the proposal to proceed directly to academic programme approval stage and Programme Proposal Form should be submitted to Faculty Executive Team.
- 4.4 Please note that in the case where a partner is an existing approved collaborative provision partner, the Partnership Function in consultation with Academic Affairs may decide that a Due Diligence Panel is not necessary and therefore may make a recommendation for the proposal to proceed directly to academic programme approval stage and Programme Proposal Form should be submitted to Faculty Executive Team.
- 4.5 The full Due Diligence process is step out in the Due Diligence procedure available from the Partnership Function.

5 Stage 3 – Programme Validation

- 5.1 The approved University [Programme Validation Process](#) must be followed to validate and approve the programme(s) to be delivered by the external organisation (i.e. the collaborative provision partner)
- 5.2 To allow for differences in collaborative provision partners' contexts and programmes, Academic Affairs, in consultation with the School and Faculty, may make changes to the documentation requirements, the nature of the validation event, the inclusion of a site visit(s), and the composition of the Panel.
- 5.3 As well as the student handbook and supporting programme documentation required for any new programme to be delivered in the University, the Panel should also receive a document prepared by the relevant TU Dublin School/Faculty that addresses the following:

- how the programme will be customised/localised as discussed between the collaborating institution and TU Dublin, in terms of modules, assessment strategies etc
- details of any local quality assurance requirements and legislation which needs to be complied with
- quality assurance arrangements applicable to the programme including: Annual Programme Evaluation, Student feedback, Programme management, External examination and TU Dublin internal moderation of assessment,
- how the TU Dublin's Assessment Regulations will apply and any derogations sought and rationale for these
- the procedures to be followed in relation to rechecks/remarks/appeals etc.
- a detailed report from the School on the appropriateness of the collaborating institutions' facilities, equipment, learning resources for the delivery and support of the programme
- a detailed report from the School on the staffing of the programme and each module and the collaborating institution's capability to deliver the programme through English*.
- details regarding the ongoing communications envisaged between the School/Faculty and the collaborating institution to ensure the programme is operating appropriately

*Where a case is being made for part of the programme delivery and/ or assessment to be in language other than English, a detailed case should be submitted which demonstrates how the quality assurance procedures, including moderation of assessment will be implemented.

5.4 As the programme structure, content, assessment and regulations shall be already approved, with exceptions as noted above, the focus of the franchise event shall be on the ability of the franchise provider to deliver the programme and the environment in which the programme would operate with particular reference to the management structure and support systems and facilities in

existence. As such the validation event may include additional meetings with a range of Staff from the partner Institution and the validation panel may include additional members as considered appropriate by the University Programme Board.

- 5.5 The report from the validation panel and response from the School and external organisation should be submitted for approval to the Faculty Board, and in the case of programmes of 30 ECTS credits or greater the University Programmes Board, for approval.
- 5.6 Upon completion of the validation process, the finalised MOA should be submitted by the School to the Partnership Function who will liaise with the professional services experts and make a recommendation for signature or not as the case may be.
- 5.7 Where a third party provider has completed the due diligence process according to the procedures outlined for minor, special purpose or supplemental awards of less than 3 months duration, and then wishes to deliver a programme of more than 3 months duration or a major award, then the Due Diligence process as outlined in Stage 2 above should be followed prior to the validation of the programme(s).

6 Stage 4: Memorandum of Agreement

- 6.1 Whilst, the final decision regarding the validation of a programme rests with the University Programmes Board, the delivery of the programme is subject to the completion of appropriate Memorandum of Agreement incorporating a Data Sharing Agreement between the TU Dublin and the external organisation. No student can be registered by TU Dublin on a collaborative programme without a signed and dated Memorandum of Agreement being in place.
- 6.2 The Memorandum of Agreement (MoA) should be drafted, based upon a standard TU Dublin template, by the relevant School in consultation with the proposed collaborative provider. It should contain appropriate schedules for each programme, which includes details in relation to the contact personnel at

each institution, commencement and termination dates, financial arrangements and information on arrangements for the Protection of Enrolled Learners, where applicable.

- 6.3 When programme validation processes are complete, the final MoA along with the MoA approval sheet is submitted to the Partnership Function who will make a final decision in relation to recommendation for signature.
- 6.4 The MOA including addenda is recommended for signature to the University President or nominee, once signed the MoA including addenda are normally forwarded by the School to the proposed collaborative provider for signature. A copy of the signed MoA will be returned to the Partnership Function and Academic Affairs and an original MoA to the external organisation, now called a collaborative provision partner. It shall retain an original of the signed MoA for its records and will archive a digital copy of the signed document.

7 Operational Guidelines for Type 3 Franchise

- 7.1 Any promotional or advertising material should be submitted by the Collaborative Partner for review by the School in adequate time to enable any modifications to be made. The use of the TU Dublin Logo and associated livery must be in compliance with TU Branding Guidelines. Advertisement should not commence until the programme franchise is approved and the MOA signed.
- 7.2 In advance of the commencement of each year or new cohort of the programme, the student handbook should be updated and a copy provided to the School for review in adequate time to enable any modifications to be made prior to the commencement of teaching.
- 7.3 All teaching staff must meet TU Dublin requirements for teaching delivery and to facilitate oversight the Head of School should be kept informed of any changes to teaching staff and may advise on the criteria for appointment of staff to the programme(s).
- 7.4 Upon acceptance of a place on the programme, the student will be required to give full permission for their relevant personal data to be used. The student will be so advised as to the legal basis by which their personal data will be

processes and the extent of such processing. These students must be recorded as TU Dublin students on the University records.

- 7.5 To facilitate the student records process, as agreed in the MOA the collaborative provider or applicant should provide the School and the University registration service with the required data.
- 7.6 TU Dublin is required to report student records to the Irish Higher Education Authority (HEA) and their data requirements are subject to change and from time-to-time collaborative providers may be requested to provide additional data. All of this data transfer will be in compliance with the informed consent of the data subjects and in compliance with the signed Data Sharing Agreement.
- 7.7 If any students leave the programme prior to completion, this detail should be provided to the TU Dublin registration service and the School.
- 7.8 In general, student cards are not provided to students registered on a collaborative provision programme. However, if it is agreed, and included within the MoA, that such students may have access to some TU Dublin services and facilities, and it is agreed that student cards should be provided, student cards will be issued by TU Dublin Students Services subject to the receipt of payment as outlined in the MoA and subject to the receipt of photographs as specified by the Registration Service.
- 7.9 A financial liaison person should be assigned by each collaborative provider who will ensure the prompt payment of TU Dublin fees as outlined in the MoA. This person will be the person with whom TU Dublin liaises in relation to the payment of fees.

8 Programme Delivery & Assessment

- 8.1 The programme must be delivered in accordance with the programme documentation approved by the University. If issues arise and the programme cannot be fully delivered exactly as approved, the relevant Head of School should be informed immediately. The Head of School will liaise with the Faculty Head of Teaching and Learning and, if necessary, Academic Affairs to decide on any remedial action which may be required. Examples of remedial action which may be required include but are not limited to:
- Submission of module and/or programme amendment requests;
 - Change to the resources deployed to deliver the programme;
 - Enactment of the Protection of Enrolled Learners agreement.
- 8.2 In accordance with TU Dublin Policy, the relevant Head of School will nominate an examiner to moderate the assessments on the programme. This person should be a different person to the academic liaison.
- 8.3 If the programme leads to a major award, the examiner will be external to both TU Dublin and the collaborative provider. However, if the programme leads to micro-credential, minor, special purpose or supplemental award, the examiner may be a TU Dublin academic staff member. The external may be the existing or previous external examiner on the version of the programme that is delivered by TU Dublin.
- 8.4 The Head of School will consult with the collaborative provision partner prior to nominating the examiner for approval of Faculty Board.
- 8.5 For major awards, the examiner will perform the duties outlined in the TU Dublin External Examiners Policy and the University's Assessment Regulations, and will provide an annual report to both the Head of School and the collaborative provision partner.
- 8.6 Normally, the collaborative provider's liaison will be responsible for co-ordinating the relevant assessment boards.
- 8.7 For major awards, in addition to the examiner, the academic liaison and the Head of School should attend the assessment boards.

- 8.8 The academic liaison will provide all assessment data required by TU Dublin and in the manner prescribed by TU Dublin, including but not limited to, module assessment marks for each student, aggregated marks, decisions of the assessment boards and the recommended award classification for each student. The Head of School will be responsible for ensuring that all required data is input into the relevant TU Dublin systems.
- 8.9 The academic liaison will be responsible for working with Student Services to organise the production of parchments and will also be responsible for working with the collaborative provision partner in relation to the requirements for the graduation, where applicable.

9 Collaborative Provision Programme Management

- 9.1 The collaborative provision partner shall have responsibility for delivery and management of the approved programme or a subset of module of a programme, subject to the oversight of the Head of School and Joint Programme Committee. To facilitate this oversight, and in compliance with the Memorandum of Agreement, TU Dublin will assign an academic liaison (with an agreed workload allowance that should be costed into the MOA), normally this is an academic member of staff from the School, for each programme or set of programmes. Similarly, the partner organisation will appoint an appropriate member of staff to liaise with the School.
- 9.2 A separate programme code should be allocated for each different programme delivery location and each location should have a separate committee which submits an annual programme report.
- 9.3 The TU Dublin academic liaison shall provide advice with respect to the implementation of the quality assurance and enhancement procedures, will monitor the delivery of the programme and keep the School informed on any development of issues that arise.
- 9.4 The partner organisation liaison person is responsible for co-ordinating the implementation of the Programme Coordinator duties and responsibilities

outlined in Management of Quality Enhancement of Academic Programme process. The partner organisation is responsible for ensuring the appointment of class representatives and for organising the meetings of the Programme Team and the Joint Partnership Committee and maintaining minutes of these meetings. They are responsible for the keeping the TU Dublin academic liaison informed on matters relating to the delivery of the programme. These matters include but are not limited to:

- Marketing of the programme;
- Student recruitment and selection;
- Staff teaching on the programme;
- Student performance and progression;
- Resources deployed to deliver the programme;
- Academic standards;
- Any issues affecting the delivery of the programme.

9.5 The academic liaison person and Head of School shall be ex-officio members of a Joint Partnership Committee and assessment board(s) and at least one of which must attend, either in person or via electronic means, each committee meeting.

10. Formal Monitoring Procedures

10.1 Collaborative provision partners are required to obtain feedback from students on their experience on the programme and should agree with TU Dublin whether students registered on the collaborative provision programmes will be included in the TU Dublin Programme and Module Survey or if a separate survey will be issued to them by the partner, in which case a summary of results must be made available to the School.

10.2 As specified in Quality Framework Annual Programme Enhancement Process, an Annual Programme Report or an agreed equivalent must be completed. In addition, the collaborative provision partner should provide a covering memo to confirm that

- the fees have been paid in full and the partner organisation;
- they continue to have the capacity to deliver the programme as per the MoA;
- they continue to implement its Protection of Enrolled Learners arrangements;
- they are in compliance with its General Obligations;
- have fulfilled all Health & Safety obligations;
- have followed any Intellectual Property requirements;
- they continue to maintain confidentiality as required by the agreement;
- are in compliance with all data protection requirements as specified in the signed Data Sharing Agreement;
- they continue to have the required insurances in place;
- are in compliance with Anti Bribery and Corruption requirements;
- they continue to adhere with all applicable laws.

10.3 The Faculty Executive Team will consider the operation of Collaborative Provision Partnerships within its Faculty. Faculty Executive Team will update the Partnership Function quarterly on the operation of partnerships within the Faculty.

10.4 Annually, the School will provide data to the Faculty Executive Team data for the current year, the Annual Programme Report and an update in relation to the payment of fees.

10.5 The Head of School will report to Faculty Executive Team on the operation of the partnership and highlight any issues. Annually, the Faculty will arrange a formal dialogue meeting between the Collaborative Provision Partner. The formal dialogue meeting can take place either remotely via electronic means or in person. The membership of the dialogue meeting may vary depending on the issues for discussion but should include the relevant Head of School, the academic liaison person, a representative of the partnership function and a nominee of the Faculty Dean to chair. A representative of Academic Affairs should be invited to attend. From the Collaborative provider, the relevant head

of section and the liaison should attend each meeting. Additional representatives may be invited to attend as required.

- 10.6 Faculty Board will alert relevant TU Dublin personnel and the University Programmes Board of any issues arising that require remedial action.

11 Renewal of collaborative provisions

- 11.1 A Memorandum of Agreement will typically expire after a maximum of 5 years. The duration of the agreement will be clearly stated within the Memorandum of Agreement.
- 11.2 At the commencement of the year prior to the expiration of a Memorandum of Agreement, the relevant School, together with the collaborative partner, should consider whether it wishes to seek a renewal of the collaborative arrangements and, if so, it should instigate the formal renewal and review process.
- 11.3 The relevant Head of School should then ensure with the Collaborative Partner that any programmes that are due to undertake a programme review, complete the programme review process in advance of finalisation of the renewal process. All academic programmes must be reviewed every five years under either the Programme Review Process or the School Review Process. For collaborative Provision programmes, these will generally be reviewed under the Programme Review Process unless agreed in advance with the Head of Academic Affairs, that they can be incorporated into the School Review Process.
- 11.4 In parallel to instigate the formal Partnership Renewal Process and the extension / renewal of signed contracts the Partnership Renewal Form should be submitted to the Head of Strategic Relationships Development at least one year in advance of the MOA termination date.

12 Discontinuation of Collaborative Provider Programmes

- 12.1 Collaborative providers must commit that once students are offered a place on a programme, the programme of study will be offered in its entirety. For circumstances that may arise beyond the control of the collaborative provision partner that prevent the organisation from fulfilling its obligations in this regard, it is imperative that Protection of Enrolled Learner arrangements as outlined in the University's Protection of Enrolled Learners Policy are put in place prior to the commencement of the programme.
- 12.2 However, a collaborative provider may decide that a programme of study should be discontinued. The collaborative provider should immediately inform the relevant Head of School of this decision and the reason for the decision.
- 12.3 When a decision to discontinue a programme is made, the collaborative partner should ensure that students registered on that programme have a time bound opportunity to complete the programme or where the Protection of Enrolled Learners arrangements are in place that these are enacted as described with the MoA. The Collaborative Provider will be responsible for providing a contact point for students with queries in this regard.
- 12.4 In exceptional circumstances, or in the case of repeat students agreement may be reached between TU Dublin and the collaborative provide that a suitable alternative programme be provided.
- 12.5 The Head of School using the Academic Partnerships Termination Form should advise Faculty Board, the University Programme Board, the Partnership Function and Academic Affairs of the decision to discontinue the programme, clearly stating the reasons and describing what arrangements have been put in place to ensure the protection of the enrolled learners.
- 12.6 The University may likewise make a decision that a programme offered by a collaborative provider should be discontinued. The recommendation to discontinue a programme can be made by the Head of School or Faculty Dean, or it may arise out of the quality assurance process.

- 12.7 The decision to discontinue the programme should be ratified by University Programmes Board. The University will inform the Collaborative provider of its decision, the reasoning for the decision and the timescale.
- 12.8 The collaborative provider will work with the University to ensure that arrangements are put in place to provide students currently registered on the programme with the opportunity to complete the programme of study.

13 Flow Chart

