Northern School of Contemporary Dance

Annex B.1 – Academic Partnerships Framework

Document owner:	Northern School of Contemporary Dance – Leadership Team
Lead contact:	Quality Office
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Further information:	

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Annex B.1

Collaborative Academic Partnerships Framework and Subcontracting Information Source

1. Purpose of this Annex

1.1 This Annex sets out Northern School of Contemporary Dance's ("NSCD" or "the School") framework for the development, approval, contractual control, oversight, review and discontinuation of collaborative academic partnerships.

1.2 This Annex has two functions:

a. to provide the overarching institutional framework for all collaborative academic partnerships; and

b. where applicable, to provide context to the School's single subcontracting information source in relation to relevant subcontractual arrangements for the purposes of Office for Students ("OfS") Condition E10.

This Annex includes, but is not limited to:

a. validated provision.
b. franchised provision.
c. shared delivery provision.
d. distance, distributed or locally supported delivery.
e. student exchange or mobility for credit.
f. peer higher education partnerships involving formal academic collaboration.

1.3 This Annex applies to existing and future collaborative arrangements involving academic credit, awards, student mobility for credit, or any arrangement creating material academic, regulatory, financial, reputational or student protection risk.

1.4 This Annex should be read alongside related NSCD regulations, procedures, contractual templates and quality assurance documentation. Where broader institutional policies apply, this Annex explains how those policies are to be applied in the context of collaborative provision and, where relevant, subcontracted delivery. This reflects the OfS position that a subcontracting information source may summarise and signpost broader institutional policies, provided it makes clear how they apply to subcontractual provision.

1.5 NSCD recognises that not all collaborative academic partnerships fall within the scope of OfS Condition E10. This Annex therefore distinguishes between:

a. all collaborative academic partnerships, which are governed through this Annex as a matter of institutional policy; and

b. relevant sub contractual arrangements, which are additionally subject to the specific requirements of OfS Condition E10 where the regulatory criteria are met.

See section 3.2 for more detail on types of partnership.

2. Scope and Principles

2.1 NSCD is committed to working with external organisations where such collaboration advances its charitable and educational purposes, strategic plan, specialist arts mission, commitment to widening participation, and ambition to extend educational opportunity through high-quality partnership working. This is consistent with the current Annex's framing of partnership as part of NSCD's strategic direction.

2.2 The School will only enter into collaborative academic partnerships where it can demonstrate that the proposed arrangement:

a. aligns with NSCD's mission, values and strategic direction.
b. is educationally coherent and academically robust.
c. protects the academic standards of NSCD awards and credit.
d. is operationally, financially and legally viable.
e. can be effectively overseen by NSCD; and
f. is in the interests of current and future students.

2.3 NSCD will not approve a collaborative arrangement solely on the basis of income generation or expansion opportunity. The School will prioritise academic quality, student experience, regulatory compliance and student protection.

2.4 Where an arrangement falls within, or may fall within, the scope of OfS Condition E10, NSCD will ensure that risks to the interests of students and/or taxpayers are effectively identified and addressed through its governance, policies, procedures, oversight and contractual controls.

2.5 NSCD cannot delegate or assign ultimate responsibility for the academic standards of its awards, the quality of learning opportunities leading to its awards, or compliance with its own regulatory obligations. This remains the case regardless of the delivery model.

2.6 This Annex does not usually apply to informal, non-credit-bearing, non-binding relationships unless NSCD determines that institutional approval is required on strategic, reputational or risk grounds.

2.7 Where a partnership changes in scale, structure or delivery model, NSCD will review its categorisation, approval route, contractual basis and regulatory status.

3. Definitions and partnership categories

Terminology	Definition
Arrangement	Refers to the type of partnership.
Contract or agreement	The legally binding document that is developed, agreed and signed by all partners.
Collaborative arrangements	Arrangements that lead to entry or contribute to academic credit or a qualification of a degree-awarding body, delivered,

	supported or assessed through an arrangement with a partner organisation.
Peer HE Partner	Examples include: A UK university collaborating with another UK university on research A UK HEI partnering with a European university for Erasmus+/Turing mobility Two conservatoires jointly delivering a co-created artistic project
Delivery provider	Usually relevant to validation and franchise arrangements and refers to the organisation that delivers the teaching, learning and assessment.
Awarding/lead provider	Usually relevant to validation and franchise arrangements and typically refers to the organisation that grants the award or qualification.
Partnership arrangements	All formal arrangements (in the UK or international) where a provider works with others to design and/or deliver programmes and/or to award qualifications. The processes providers will need to follow to assure high quality will vary considerably depending on the type of partnership and the risks involved.
Transnational education (TNE)	All types of higher education study programmes, or sets of programmes of study, or educational services (including those of distance education) in which the students are located in a country different from the one where the awarding institution is based. Such programmes may belong to the education system of a state different from the state in which it operates or may operate independently of any national education system.
Franchised/ subcontracted arrangement	A degree-awarding body agrees to authorise another organisation to deliver (and sometimes assess) part or all of one (or more) of its own approved programmes. Often, the degree-awarding body retains direct responsibility for the programme content, teaching and assessment strategy, assessment regime and quality assurance. Students normally have a direct contractual relationship with the degree-awarding body.
Validation arrangement	Typically, a delivery partner designs, develops and delivers a programme. The programme is recognised and awarded by the lead partner who retains responsibility for quality assurance and awards offered in its name. Students are usually registered with the partner organisation. However, in some cases they may be registered with the awarding body.
Progression agreement	An arrangement between two providers that recognises a specific programme for the purposes of being eligible to apply to a named programme at the other partner institution - it does not guarantee entry and usual selection and admission processes apply. These types of arrangement can apply to different levels of a programme.

Work placements	An arrangement that specifies a defined period of time where a student works at an employer as part of their academic programme, gaining practical experience in their field of study, typically integrated into their degree, and assessed.
Student exchange	Agreements with international providers to permit the exchange of undergraduate or postgraduate students for a period of study. Sometimes integrated into their degree and assessed.
Study abroad	These agreements are negotiated to recruit undergraduate or postgraduate students on a short-term, non-graduating basis. Arrangements can support incoming and outgoing movement.
Memorandum of Understanding	A Memorandum of Understanding (MoU) is a formal but non-binding document that outlines the intentions, principles, and mutual expectations of two or more parties who wish to collaborate. It establishes a framework for cooperation but does not create legally enforceable obligations. Memorandum of Understanding (MoU) are often utilised over the course of partnership development to set out an intention and commitment to further explore partnership activity between the relevant parties. The use of MOU's is usually signed at the early stage of partnership development.
Memorandum of Agreement	A Memorandum of Agreement (MoA) is a formal and legally binding document that details the specific terms, responsibilities, and obligations of the parties involved in a collaboration. It is enforceable under law if obligations are not met.

4. Relevant sub contractual arrangements under OfS Condition E10

4.1 For the purposes of this Annex, a relevant sub contractual arrangement has the meaning given by OfS Condition E10.

4.2 In summary, the E10 requirements in conditions E10.5 to E10.11 apply where a provider has one or more relevant sub contractual arrangements and the total number of students registered on relevant sub contractual courses is 100 or more, or where the provider has concluded, or reasonably should have concluded, that there is a material likelihood that this threshold will be reached in a relevant academic year.

4.3 A relevant sub contractual arrangement is defined by the OfS through the condition and associated guidance. For present institutional purposes, NSCD will assess each partnership on its facts, including:

a. whether students hold a contractual relationship with NSCD;
b. whether NSCD has contracted with a delivery partner for provision of higher education courses.

c. the proportion of total course delivery hours undertaken by the partner.
d. the location and mode of delivery.

4.4 Not all validated, franchised, shared-delivery or distributed-delivery arrangements will necessarily fall within E10. Each arrangement must be separately assessed and recorded.

4.5 For every approved collaborative delivery partnership, NSCD will record whether the arrangement is:

a. outside E10 scope.
b. potentially within E10 scope but below threshold; or
c. within E10 scope and subject to active E10 compliance requirements.

4.6 Where NSCD enters into new contracts, or varies existing contracts, relating to relevant sub contractual arrangements while E10 applies, the terms and conditions of those contracts must enable NSCD to operate in accordance with this Annex. Existing contracts must be reviewed and, where necessary, brought into alignment as far as reasonably possible.

5. Strategic rationale for collaborative provision

5.1 Each proposal must include a clear statement of strategic rationale explaining why partnership is the appropriate model and how the arrangement benefits students and the institution.

5.2 For arrangements that may fall within E10 scope, the strategic rationale will also explain how the school will identify and address risks to the interests of students and/or taxpayers. This reflects the OfS minimum content expectation for sub contractual rationale and associated oversight.

6. Initial screening and categorisation

6.1 All proposed partnerships must undergo an initial screening stage coordinated by the Vice Principal and Audit Committee before any binding commitment is made.

6.2 Further due diligence process which will be reported to the audit committee to be further determined with support from the Quality Office:

a. the proposed partnership category.
b. the proposed delivery model.
c. whether NSCD credit or an NSCD award is involved.
d. whether students will hold a contractual relationship with NSCD.
e. whether the arrangement is, or may become, a relevant subcontractual arrangement under E10.
f. the likely approval route.
g. the required contractual instrument.
h. any immediate legal, financial, UKVI, data or reputational issues.

6.3 Following approval from the audit committee a programme approval template will be submitted to Programme Approval sub-Committee (PAsC) and the Quality Office will determine the most appropriate categorisation for policy and approval purposes.

7. Due diligence

7.1 All collaborative delivery partnerships must undergo due diligence in line with the scale, complexity and risk of the proposed arrangement.

7.2 Due diligence is carried out by the Vice Principal and reported to the Audit Committee for approval on behalf of the Board.

7.3 Due diligence will usually cover:

a. legal identity and good standing.
b. constitutional and ownership arrangements.
c. regulatory and professional status.
d. academic governance and quality arrangements.
e. financial sustainability and risk.
f. leadership, staffing and organisational capacity.
g. student support, welfare and safeguarding arrangements.
h. premises, facilities and learning resources.
i. digital systems and data capability.
j. equality, complaints, misconduct, whistleblowing and consumer protection arrangements.
k. prior track record, reputation and any adverse intelligence;
l. capacity to support NSCD's reporting and oversight obligations.

7.4 For relevant sub contractual arrangements, due diligence will also test whether the partner can support:

a. access to records, systems and premises for audit and review;
b. verification of student data and engagement;
c. compliance with marketing, admissions and student-information requirements;
d. implementation of intervention, teach-out and student protection measures;
e. robust complaints and whistleblowing arrangements relevant to subcontracted delivery.

7.5 Once audit committee have approved due diligence has been undertaken and that the organisation is a 'good fit' with NSCD, then the partnership proceeds to programme design and approval stages (governed by Programme Approval Sub-Committee, PAsC)

8. Business case requirements

8.1 All new collaborative academic partnerships involving NSCD credit, awards or material institutional risk will be supported by a formal business case through the programme approval process. This is audited through the programme approval form (PA Form) which is submitted to PAsC.

8.2 The business case must address, as a minimum:

a. strategic alignment.
b. academic rationale.
c. intended student benefit.
d. student demand and recruitment assumptions.
e. financial model and affordability.
f. resource implications for NSCD.
h. risk analysis.
i. contractual implications.
j. proposed oversight arrangements.
k. implementation timetable.

8.3 For arrangements that may fall within E10 scope, the business case and processes which follow, might additionally address:

a. whether the arrangement is likely to constitute relevant subcontracting.
b. current and forecast student numbers.
c. whether the E10 threshold is likely to be met.
d. the operational controls needed to oversee the arrangement.

9. Approval Process

9.1 The Board of Governors retains ultimate responsibility for the school's collaborative academic partnership framework and, where applicable, for oversight of relevant sub contractual arrangements.

9.2 Senate has responsibility for academic oversight of collaborative provision, including academic standards, quality assurance, approval and periodic review.

9.3 The Leadership Team is responsible for operational and strategic scrutiny of partnership proposals, institutional fit, resource implications and implementation readiness.

9. 4 The Audit and Finance Committees will consider proposals where the arrangement presents material financial exposure, a higher risk profile, or where financial scrutiny is required under the school's scheme of delegation.

9.5 The Quality Office are responsible for coordinating institutional approval processes, maintaining records, advising on categorisation, and monitoring compliance with this Annex.

9.6 Approval of a partnership does not in itself approve a programme. A separate programme approval, validation and on-boarding procedures will also be completed before delivery begins. *(see C.1 Programme Approval & Revisions Framework)*.

9.7 No collaborative delivery partnership may proceed to delivery until:

a. the business case has been approved.

b. due diligence has been completed and endorsed.
c. the relevant academic approval has been secured.
d. the contract (MOA) has been approved and executed.
e. any conditions of approval have been met.
f. implementation and on-boarding readiness has been confirmed.

10. Contractual requirements

10.1 All collaborative delivery partnerships must be governed by a written legal agreement; a **Memorandum of Agreement (MoA)** or equivalent contract.

10.2 A **Memorandum of Understanding (MoU)** may be used for non-binding, exploratory or non-credit-bearing arrangements only.

10.3 An MOA collaborative delivery must clearly define:

a. the nature and scope of the arrangement.
b. the partnership category and delivery model.
c. the student contractual position.
d. respective responsibilities for teaching, assessment, student support and administration.
e. quality assurance and academic governance requirements.
f. marketing, admissions and student-information controls.
g. financial arrangements.
h. data ownership, sharing, access, retention and audit rights.
i. monitoring, reporting and access rights.
j. staffing, resources and facilities expectations.
k. complaints, appeals, misconduct, safeguarding and welfare arrangements where applicable.
l. student protection, teach-out, transfer and exit arrangements.
m. termination, suspension and step-in rights.
n. variation, dispute resolution and compliance clauses.

11. Student interests, information and protection

11.1 NSCD will ensure that students studying through collaborative arrangements receive clear, accurate and timely information about:

a. the identity and status of the partner.
b. who is responsible for teaching, support, assessment and award.
c. the student's contractual relationship.
d. the policies and procedures that apply.
e. routes for complaints, appeals and student support.

11.2 Where provision is delivered through a relevant sub contractual arrangement, NSCD will ensure that specific risks associated with subcontracted delivery are addressed, including misrepresentation, poor oversight, weak student protection, inappropriate recruitment practice, inaccurate data, or insufficient arrangements for complaints and whistleblowing.

11.3 NSCD's student protection arrangements must address collaborative delivery risk and include contingency planning for interruption, teach-out, transfer, records access and communication.

11.4 The School will only approve international recruitment through a sub contractual partner (4.1.2) where immigration compliance requirements are clearly understood and met. This will require UKVIs approval to add a campus to its licence and will monitor all student route visas accordingly or in the case of a validated partner (4.1.1) the provider has its own UKVI licence for student route visas.

12. Oversight, monitoring and review

12.1 All approved collaborative delivery partnerships will be subject to ongoing monitoring in line with the level of risk through the partnership liaison manager (Vice Principal) and also through annual programme monitoring.

12.2 Monitoring will usually include:

a. annual monitoring and enhancement review.
b. student continuation, completion and achievement review.
c. external examiner evidence where applicable.
d. student feedback and complaints review.
e. recruitment and admissions review.
f. staffing and resource review.
g. financial monitoring.
h. compliance and audit review.
i. periodic review and reapproval.
j. formal partner meetings and action plans.

12.3 For relevant sub contractual arrangements, monitoring must include specific controls for:

a. student registration and academic assessment data
b. verification of data (i.e. student enrolment records, attendance data, and assessment results)
c. oversight of marketing and recruitment activity.
d. onsite inspection or equivalent review where appropriate.
e. escalation of complaints, whistleblowing concerns or regulatory intelligence.
f. documented remedial action where issues arise.

12.4 This reflects the OfS expectation that oversight mechanisms should be risk-based and sufficient to enable the provider to identify and address risks effectively.

13. Risk management and escalation

13.1 NSCD holds a collective Partnerships risk register monitored via Senate. This will be following NSCD's standardised format of a risk register covering all partners in a sub contractual arrangement. Partners in a validated agreement should provide NSCD with a copy of their risk register at agreed annual milestones.

13.2 Risk assessment will consider, as relevant:

a. academic standards and quality risk.
b. student interest and student protection risk.
c. admissions and consumer protection risk.
d. financial and sustainability risk.
e. legal, regulatory and compliance risk.
f. data integrity and taxpayer risk.
g. safeguarding and welfare risk.
h. reputational risk.

13.3 Where concerns arise, NSCD may require an improvement plan, enhanced monitoring, recruitment controls, temporary suspension, exercise of contractual rights, or termination of the arrangement.

13.4 NSCD acknowledge that repeated or systemic issues will be treated as indicators of more significant control failure, consistent with the OfS guidance on repeated incidents and ineffective risk management.

14. Governance

14.1 From September 2027, NSCD will set up a Partnership Learning, Teaching and Quality Assurance Committee (PLTQAC). This will run parallel to NSCD's LTQAC and have a similar construct to its agenda and terms of reference. The Partnership LTQAC will report directly to NSCD's Senate.

14.2 The Partnership LTQAC will have its own action tracker and actions from the partnership will appear on NSCD's whole school action plan.

14.3. Partnership LTQAC will nominate a representative to be a member of Senate.

15. Capacity and resources

15.1 NSCD will only approve and continue collaborative arrangements where it has the capacity and resources to fulfil its responsibilities effectively.

15.2 This includes sufficient staffing, expertise, systems, governance attention, academic oversight, financial resource and data capability.

15.3 For relevant sub contractual arrangements, NSCD should be satisfied that it has the capacity and resources necessary to operate in accordance with this Annex, reflecting the express requirement in E10.11.

16. Data, records and reporting

16.1 NSCD will maintain an institutional register of collaborative academic partnerships recording, as a minimum:

a. partnership name.
b. category.
c. delivery model.
d. student contractual status.
e. E10 status.
f. approval status.
g. contract status.
h. review date.
i. key risks.
j. lead responsible officers.

16.2 Quality Office and relevant professional services teams will maintain appropriate records of approvals, due diligence, contracts, monitoring reports, risk assessments, actions and decisions.