

To: Heads of higher and further education institutions in Wales

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GUIDANCE ON PARTNERSHIP ARRANGEMENTS BETWEEN HIGHER AND FURTHER EDUCATION INSTITUTIONS

I am pleased to enclose the final version of the above guidance. We have appreciated the input which we have received from the higher and further education sectors in developing the guidance.

Annex A to this letter provides a summary of the responses which we received on our consultation on the second draft of the guidance, together with our response to some of the points raised.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Phil Gummert', with a long horizontal flourish extending to the right.

Philip Gummert

GUIDANCE ON PARTNERSHIP ARRANGEMENTS BETWEEN HIGHER AND FURTHER EDUCATION INSTITUTIONS

CONSULTATION ON THE SECOND DRAFT

Background

We began preparing guidance on partnership arrangements for the delivery of higher education (HE) courses in further education (FE) colleges in autumn last year. Institutions very helpfully sent us copies of some of their existing agreements. We were also able to benefit from earlier guidance prepared by HEFCE. In November last year, representatives from higher and further education institutions attended a seminar in Llandrindod Wells to discuss an initial draft which had been informed by our consideration of the example agreements sent to us, as well as the recommendations of an earlier evaluation by KPMG on higher education provision in further education colleges in Wales. HEFCW's new Learning and Teaching Committee also considered the draft document at the end of November.

We then prepared a revised draft which we issued for consultation in January 2006 (Circular W06/04HE).

Responses to the consultation

We received responses from the following on the revised draft:

University of Glamorgan
University of Wales, Aberystwyth
University of Wales, Bangor
Cardiff University
University of Wales, Lampeter
University of Wales Institute, Cardiff
University of Wales, Newport
North East Wales Institute of Higher Education
Royal Welsh College of Music and Drama

Coleg Ceredigion
Coleg Llandrillo
Coleg Menai
Coleg Sir Gâr
Swansea College
Ystrad Mynach College

NATFHE

Summary of responses

- 1 Responses to the guidance were on the whole positive. The guidance was seen as helpful, balanced and user-friendly and a valuable complementary document to the section of the Quality Assurance Agency (QAA) Code of Practice which dealt with collaborative provision. Respondents were pleased that we had taken account of the issues raised by them in the consultation seminar in revising the document.
- 2 A couple of respondents did, however, feel that they were still a little uncertain about the relationship of the guidance to the QAA Code, one noting that the QAA Code dealt with collaborative provision more broadly, while the HEFCW guidance focused primarily on franchise provision.
- 3 Several of the higher education institution (HEI) respondents noted that they did not foresee problems in meeting most recommendations in the guidance as and when they reviewed their agreements. Some indicated that such reviews were already underway or imminent and that the guidance would be helpful as they undertook this process. One respondent suggested that, in terms of the guidance coming into effect, it would be reasonable to expect it to be adopted for any new collaborative arrangements and for existing arrangements when these came up for review.
- 4 One respondent noted its concern about the restriction on Welsh HEIs using HEFCW funded numbers/funding to franchise outside Wales, which had been in existence for some time, but which was restated in the guidance.
- 5 The guidance recommended that HEIs should “seek to define and operate their agreements in ways which help FECs manage agreements with more than one partner”. One respondent considered that, while HEIs should not put obstacles in the way of further education colleges (FECs) wanting to work with more than one partner, the onus for developing procedures to work with multiple partners rests with the FEC. In particular, there was a concern that the HEI’s quality assurance requirements should not be compromised.
- 6 HEIs raised some issues about how premia funding, other special funding streams and tuition fees should be seen as contributing to the resource supporting HE in FE provision, or suggested that further discussion was required on this matter. For example, the FEC might benefit from the overall activity supported by a particular funding stream, rather than the HEI transferring a portion of the funding to the FEC as such. FE institutions supported an awareness of these funding streams contributing to discussions of the financial arrangements for HE in FE partnerships. They believed that the guidance, if followed, would assist transparency. One asked whether it would be feasible for HEFCW to send each franchise FEC details of the relevant funding allocations.
- 7 The main concern which several HEIs raised was over the recommendation in the guidance that the notice period for voluntary termination of the agreement by either party should normally be at least two years. As funding allocations from HEFCW could vary from year to year, they were worried that giving a longer notice period than a year could involve a commitment which they might then have difficulty meeting. One HEI considered that this might delay termination of an agreement for breach of its terms by the other party, although it acknowledged that this was likely to be a very rare occurrence.
- 8 One HEI emphasised that where an agreement was terminated, there should be an absolute guarantee that the students will be able to complete their studies.

- 9 FEC respondents supported the recommendations for agreements operating within longer timeframes.
- 10 One FEC emphasised that partnerships should not just be about the formal agreement but about how the relationship developed over time. Regular monitoring and review by the partners was important. In terms of the formal agreement, if the equivalence of the student experience on and off a HEI campus was adopted as a key principle, this could provide a basis for mapping out the responsibilities of the partners for achieving this, and could also help to inform the funding arrangements between partners. Staff development was critical to the quality of the student experience and there needed to be a detailed identification of rights and responsibilities for staff development, curriculum development and joint scholarly activity.
- 11 Another FEC asked whether the documents associated with some of the instances of good practice which we had identified could be published as an Annex to the guidance.
- 12 One FEC reiterated its disappointment about the Council's decision to concentrate in future on franchise provision rather than any expansion of direct funding to FECs.

HEFCW response to the consultation

- 13 We have made some small changes or additions to the guidance document which we hope will clarify or help to address some of the issues noted above. We would also note:
- While the QAA Code does deal with collaborative provision more widely, the focus of the HEFCW guidance is franchise agreements and, where relevant, agreements between HEIs and FECs for provision which HEFCW directly funds in FECs.
 - We agree that it is reasonable for institutions to adopt the guidance as they introduce new, or review existing, agreements. Nonetheless, we would ask institutions to check whether aspects of their existing agreements may depart significantly from the guidance and to consider whether more immediate action is needed.
 - We gave careful consideration to the issue of franchising outside Wales when preparing the guidance and have no plans to change our policy in the immediate future.
 - While we would not disagree that the responsibility for managing agreements with more than one HEI rests with the FEC concerned, we would still hope that HEIs would be able to be flexible if the FEC indicates that this would be helpful. We would not see this as compromising quality assurance arrangements but rather assisting with more practical considerations such as data collection, invoicing and payment arrangements, etc.
 - It would not be possible for us to give FECs details of the funding allocations relating to their franchise provision. Even if it were, we make allocations to HEIs as a block grant and it is for them to determine how this is distributed. Rather, as indicated in the guidance, we would encourage transparency between the partners about the various funding streams and for them to discuss how these should be used or allocated to support the provision in the FEC. All our circulars, including the annual Recurrent Grant circular, are published on the

HEFCW website and will give FECs further information about our various funding allocations and the data which informs them.

- The material associated with the examples of good practice which we noted were submitted to us in confidence by the institutions concerned and would not be for us to publish. Rather we sought to suggest approaches which other institutions might find helpful within the context of their own particular procedures.
- We did not see termination of an agreement for breach of its conditions as the same as voluntary withdrawal from an agreement by the parties. Most agreements which we saw had detailed, separate, procedures for dealing with breaches of the agreement.