

# Supporting excellence in global partnerships

## Global Partnerships Protocol

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### SECTION ONE: INTRODUCTION

A key thematic priority for the University's global engagement is supporting sustainable partnerships that augment our international reputation. Edinburgh has an established record of excellence in international engagement with institutions across the world. We recognise the value and benefit of establishing international partnerships in creating innovative international programmes; developing research collaborations; enhancing mobility; capacity building and leveraging new funding streams. The globalisation of higher education is providing an ever-growing range of opportunities for engagement with universities and organisations across the world. As the range and scale of international partnership opportunities increase so has the risk, primarily due to the increasing number of staff engaged and the inevitable complexities and volatility involved in collaborating with less familiar nations or territories. It is therefore very important that we endeavour to both protect and augment the University's reputation for international excellence and maximise the impact of our global partnerships.

The following protocol provides a practical route map to assist staff across the University in the development and management of international partnerships. There is particular reference to the provision of assistance in relation to risk evaluation and due diligence in areas where there is heightened need for a more detailed assessment. In order to ensure that new international partnerships and collaborations are appropriately strategic, high quality and enhance the reputation of the University all staff should follow this protocol and guidelines prior to any binding discussions or negotiations with an external partner. The protocol aims to provide internal staff with information about how to establish such partnerships, ensure that risks are managed appropriately and that successful, sustainable international partnerships are delivered.

This protocol has been developed by the International Strategy & Partnerships Section of the International Office and seeks to assist Colleges, Schools, Research Centres and Departments considering entering into agreements with international partners<sup>1</sup> and to assess and manage the risks associated with those agreements. The term 'agreement' embraces all letters of intent, memoranda of understanding, and memoranda of agreement, contracts, and all similar bilateral or multi-lateral documents. This protocol will also assist with improving coordination and understanding of our international engagement via the [Global Directory](#) which records international collaborations across the University.

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<sup>1</sup> The term 'international partners' means any entity not governed exclusively by the laws of England, Wales, Scotland or Northern Ireland and includes (without limitation) higher education institutions, governmental and non-governmental institutions, charities as well as commercial entities and individuals.

## SECTION TWO: PARTNERSHIP DEVELOPMENT

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The following five step process will assist the development of sustainable international partnerships and should be followed for all formal contractual agreements or memoranda with international institutions, agencies and universities;

### One

All staff should consult the **checklist** (SECTION 5) which provides an overview of key issues to be considered prior to submitting notification of a proposed partnership to the International Strategy and Partnerships Office.

### Two

The Edinburgh Global online [partnership notification form](#) relating to the agreement or partnership should be submitted to the International Strategy and Partnerships Office.

### Three

Once the due diligence steps have been addressed and the partnership has been assessed without any issues being identified by the International Strategy and Partnerships Office, the initiating College or School may proceed to negotiate a preliminary agreement.

### Four

Once an international memorandum or agreement draft has been reviewed and approved by all relevant parties, at least two original, hard-copy versions of the document should be routed for signatures. The guidance on types and levels of agreement (SECTION 6) should be reviewed so that relevant signatories can be involved as required.

### Five

The International Strategy and Partnership section of the International Office maintains a database - [Global Directory](#) of all international partnerships and will ensure that:

- A new agreement is entered into the Directory
- An electronic version of the agreement is saved with expiration dates
- Expiration reminders are logged with the University contact for the agreement

## SECTION THREE: INTERNATIONAL STRATEGY AND PARTNERSHIPS OFFICE

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The International Strategy and Partnerships Office provides support for the development and management of formal international partnerships. The Unit will review all international partnerships before they proceed and staff will determine whether any agreement requires to be referred for further discussion. It is fully anticipated that the vast majority of agreements and memoranda will be approved without issues being identified.

The International Office has access to a wide range of information that can evaluate risk associated with a proposed agreement. This information is derived from a variety of sources including the Foreign and Commonwealth Office; British Council Education Intelligence Service; Transparency International; British Embassy and High Commission Offices; UK Trade and Investment; Universities UK International Unit; Higher Education Global Integrated Advisory Service and the Department for Business, Innovation and Skills.

The Office has knowledge, expertise and contacts across a range of nations in addition to University offices in China, India and South America. The Unit also manages the [Global Directory](#) of partnerships and can provide valuable historical and contextual information on proposed partners, nations, existing agreements and previous contact with the University. The Unit will monitor and update staff regarding political, economic and social issues that may impact on partnerships and convene meetings in emergency situations or situations that may arise with implications for delivering effective partnerships.

#### **SECTION FOUR: INTERNATIONAL PARTNERSHIPS**

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In accordance with the University's International Strategy all agreements should accord with the following principles;

- i. The agreement is fully compatible with the charitable purposes of the University of Edinburgh and compliant with University [financial policies and guidance](#)
- ii. The purposes of the agreement fall within the University's mission and [strategic plan](#).
- iii. Where an agreement relates to collaborative educational provision it will adhere to the University's Strategic policy and regulations relating to [collaborative provision](#) via Governance and Strategic Planning and those of the Quality Assurance Agency (QAA).
- iv. Neither the existence of the agreement nor any of its terms will require action that is illegal, discriminatory, limit freedom of inquiry, suppress or falsify academic research, or create unacceptable conflicts of interest for the University.
- v. Neither the existence of the agreement, nor any of its terms will damage the University's reputation. Agreements must include appropriate wording to protect the University's brand by including provisions regulating publicity and the use of the University's name in accordance with the [University's Ordinances](#).
- vi. All agreements must take full consideration and account of ethical, safety and political considerations and should not involve a partnership with or in any country with which the United Kingdom has severed diplomatic relations and/or is in a state of emergency or conflict.

## **SECTION FIVE: DUE DILIGENCE AND RISK ANALYSIS CHECKLIST**

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The following checklist provides a basic level of assessment in relation to the degree of risk involved with an agreement or memorandum of understanding. This information is intended to inform and assist decision-making while establishing if there are reasonable grounds for exploring the potential of the proposed partnership further. It is not intended to serve as any form of definitive evidence but may inform the decision whether or not to proceed with the partnership. Academic due diligence will enable staff to consider the academic quality and reputation, degree awarding powers, teaching and research resources or capacity of the partners involved in the collaboration.

### **Q: What previous interaction has there been with the proposed partner?**

It is preferable that there has been some previous level of interaction with the proposed partner or there is evidence that there is partnership experience with other similarly positioned global or UK institutions. With rare exceptions the University will not sign a formal agreement if there has been no previous interaction between any staff members from each institution.

### **Q: What is the potential for reciprocal benefits by entering into the agreement?**

There should be strong potential for reciprocal and mutual benefit arising from the partnership. Staff should consider what strengths each institution brings to the partnership and why the partner is an appropriate institution to enter into an agreement with. Staff must be clear as to the benefits that the partnership will deliver for the University for both students and staff.

### **Q: What is the financial commitment involved?**

If there are financial implications or tuition fee issues involved with the partnership it is important that these are carefully discussed in advance and where required the University's Fee Strategy Group is consulted before any agreement is concluded so that financial responsibilities within any agreement can be clarified.

### **Q: What is the domestic and international reputation of the partner?**

Staff should identify the reputation and standing of the proposed partner in terms of its global and domestic reputation. However, rankings should not inhibit staff from working with an overseas institution that is not highly placed overall when the collaboration is within a subject area of excellence.

### **Q: Have discussions been undertaken with relevant academic and support services?**

The agreement or partnership may involve further support being required from central and local support services and discussion with relevant colleagues should take place to understand impacts on required services and support

**Q: Will the partner provide designated contacts and coordinators for the partnership?**

It is important that the partner can provide at least two contact coordinators for the partnership to assist with implementation and delivery.

**Q: Will the agreement comply with University and UK legislative provisions?**

Please note that there are strict QAA Codes of Practice relating to international collaborative provision. Whilst it is commonplace in developed countries for there to be legal regimes in place to prevent corrupt practices such as the giving of bribes in order to secure contracts for the provision of services (which might include educational partnerships), in some developing regions of the world such practices are found in some types of business practice. In such regions a UK university may encounter encouragement or even pressure to smooth the path of a proposed educational collaboration by the promise of special favours or benefits. Such pressures expose the University to risks at a number of different levels including reputational risk and prosecution of staff and/or the University (UK law on prevention of corruption has a worldwide reach as the result of the Anti-Terrorism, Crime and Security Act 2001. The UK Bribery Act 2010 has introduced from 1 July 2011 a new corporate offence of negligently failing to prevent bribery).

**Q: Will the partnership be regularly reviewed and evaluated?**

To deliver a successful partnership it is important that both parties consider regular monitoring and review points to evaluate the programme and/or partnership.

**Q: What criteria be utilised to measure the success of the partnership?**

It is important that clear objectives be set to measure and evaluate the success of the partnership which can be used to inform whether or not the partnership should be renewed.

**Q: What are the prevailing social, political and economic conditions in the partner's location?**

Staff should consider the political, economic and social situation within the region and/or nation that the partner is located in. The International Strategy and Partnerships Unit will conduct a fuller assessment for partners based in regions or nations that may present a higher risk due to political, ethical, economic or social issues.

**Q: Is the partner institution officially accredited and recognised?**

Staff should clarify whether the partner is officially recognised and accredited. The British Council and Ministry of Education can provide assistance with this and further guidance is available from the International Office. Collaborative partnerships may be initiated or encouraged in the country concerned by an institution which may turn out on close inspection to be a governmental or quasi-governmental body. This may not be immediately apparent from the name of the institution. For example, in those countries which have only recently moved from a communist or other totalitarian regime the concept of a higher education institution with its own legal identity may be virtually unknown. If a partnership is being considered with a newly established university, staff should seek to identify the legal status of the partner first. If the partner transpires to be quasi governmental and

the partnership breaks down then the University may have its legal rights negated due to the doctrine of sovereign immunity.

**Q: Will a joint programme or collaborative award be recognised and accredited?**

Whilst a qualification awarded by a UK university after a course of study involving provision jointly by the partners may be capable of recognition in the overseas country concerned, such recognition may be dependent upon satisfying the requirements of the academic quality assurance regime and/or professional or regulatory body in that country as well as the UK's QAA and relevant professional, statutory or regulatory bodies. It is important that both partners are aware of what is involved in satisfying such requirements and are confident that the partnership will be capable of meeting those demands within the planned timescale and within the resources the partners are prepared to make available.

In particular it should be noted that the laws of some countries make no provision for the making of awards jointly between an institution with degree awarding powers in that country and another institution based overseas with power to award degrees in its home country. In such circumstances students successfully completing a jointly provided course of study would need to be granted separate awards by the institutions concerned.

Staff are strongly advised to verify that if their own award is accredited by a professional or statutory regulating body such accreditation will also be extended to the programme when provided jointly with an international partner, if such accreditation is to be relevant when the programme is marketed in the country concerned. The QAA Code of Practice requires all UK universities to inform professional, statutory and regulatory bodies if they intend to offer abroad a programme currently accredited when offered within the UK. It is possible that the professional body will not recognise the award when offered outside the UK, or may insist on the programme being offered under a different title.

## **SECTION SIX: ANTI-BRIBERY ACT AND CORRUPTION**

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The UK Bribery Act 2010 reforms the criminal law to provide a new, modern and comprehensive scheme of bribery offences that will enable courts and prosecutors to respond more effectively to bribery at home or abroad. It is designed to bring the UK in line with international norms on anti-corruption legislation. It will make it a criminal offence to give or receive a bribe. It will also introduce a corporate offence of failing to prevent bribery. Under the powers granted by the new law prosecutors will be able to prosecute both domestic and foreign companies, providing they have some presence in the UK. Bribes committed in the UK and abroad could be prosecuted under the Act.

The Bribery Act 2010 outlines four corporate offences, three of which also apply to individuals. These offences, whether for commercial organisations or for individuals, apply regardless of where in the world the bribes are offered or received, and regardless of whether the bribery is direct or via a connected party such as an agent or partner. A University that is found to have committed any bribery offence could face unlimited fines and may come under additional scrutiny from funders in the future. Individuals could face a 10 year prison sentence and unlimited fines. This includes senior officers of entities held liable through their consent to or connivance with the University committing the offence. The four corporate offences are:

- (a) A general offence covering the offering, promising or giving of a bribe
- (b) A general offence covering the requesting, agreeing to receive, or acceptance of a bribe
- (c) A discrete offence of bribery of a foreign public official
- (d) A new corporate offence of failure by a commercial organisation to prevent bribery by persons associated with it

The University has launched a new Anti-Bribery and Corruption Policy in line with landmark UK legislation. The Bribery Act, which came into force on 1 July 2011, transforms our individual and collective responsibilities in terms of how we conduct our daily business. A copy of the University's policy in this area is available at [http://www.docs.csg.ed.ac.uk/HumanResources/Policies/Bribery-Anti\\_Bribery\\_and\\_Corruption\\_Policy.pdf](http://www.docs.csg.ed.ac.uk/HumanResources/Policies/Bribery-Anti_Bribery_and_Corruption_Policy.pdf)

This legislation impacts on core aspects of University activity. It influences how we purchase goods and services and how we deal with gifts and hospitality, affecting many employees, agents and third-party suppliers. The University's new Anti-Bribery and Corruption Policy provides detailed guidance on how the new legislation may impact upon your area of work. The policy can be accessed online and must be reviewed in relation to international partnerships, activities and business. It is recommended that all staff familiarise themselves with this new policy, as it may mean changes to the way in which certain activities are dealt with in the future.

If you have any specific questions about the application of this new policy, then contact your HR team or University HR Services or the International Office for further guidance.

All staff engaging in international partnerships, activities and agreements are strongly encouraged to review the International Office Anti-Bribery and Corruption Risk Assessment .

## INTERNATIONAL OFFICE – ANTI-BRIBERY RISK ASSESSMENT

The risk assessment should be completed when new partnerships, projects, contracts and agreements are being established and must be reviewed regularly. The following areas provide guidance for staff as to when a risk assessment should be undertaken.

1. High risk nations or locations internationally
2. Scale of the business model, project, and agreement or tender (small, medium or large scale)
3. Degrees of involvement by intermediary agencies and organisations
4. Level of interaction and/or involvement with government officials and representatives
5. New business, partnerships or activity internationally
6. Gifts, hospitality and entertainment activities are involved

The following areas provide an overview of where a risk assessment should be conducted in relation to overseas activity or partnerships.

### Geographical

Risks may be higher in certain countries or regions within countries. Activities in urban areas may pose different risks to activities in rural areas.

#### Cultural

In certain cultures and work environments, bribes may be seen as “business as usual”.

#### Sector

The nature of the sector in which an organisation works may pose specific risks.

#### Partners

Actors that may impact bribery risk include: size / structure / governance of partners; adequacy of partners’ control systems; partner selection processes; partnership contracts and agreements; and partners’ monitoring and support processes; political involvement or connections of partners.

#### Procurement

Increased risk where processes are not fair or transparent. Procurement is a high risk area for bribery.

#### Transactions

Certain transactions may carry higher risk; for example, payments to government officials, major contracts and payments through third parties.

#### Recruitment

Bribes can be offered or sought as part of recruitment processes.

#### New activities

There may be increased risk when organisations start new activities in which they have limited experience

## DUE DILIGENCE AND INTEGRITY

Due diligence and integrity checks are part of the formal anti-bribery risk assessment within the International Office and the following information must be consulted and reported on as part of the following assessment of risk. UK Trade & Investment and the Foreign & Commonwealth Office (FCO) have brought together authoritative, accessible and topical information on countries, and the key issues related to the political, economic and business security environments.

### UK TRADE AND INVESTMENT FOREIGN & COMMONWEALTH OFFICE

<http://www.ukti.gov.uk/export/howwehelp/overseasbusinessrisk.html>

#### **UK Trade and Investment Overseas Business Risk**

Staff must review the detailed country based information provided by UK Trade and Investment. The Overseas Business Risk country pages provide up-to-date information on bribery and corruption in over 90 international markets.



<http://www.ukti.gov.uk/export/howwehelp/overseasbusinessrisk/countries.html>

### **Managing the risk of overseas corruption from UK Overseas Posts**

Further advice and guidance is available from UK Trade and Investment contacts based overseas in the British diplomatic network.

<http://www.ukti.gov.uk/export/countries/contactus-selectcountry-export.html>

## **TRANSPARENCY INTERNATIONAL**

Transparency International provides highly detailed advice and guidance regarding corruption by country and also area of activity.

<http://www.transparency.org/country>

## **BUSINESS ANTI-CORRUPTION PORTAL**

The Business anti-corruption portal provides a wealth of guidance and advice on country risk assessment and detailed resources

<http://www.business-anti-corruption.com/country-profiles/>

## INTERNATIONAL OFFICE

### ANTI-BRIBERY RISK ASSESSMENT

For each question, please choose from the following alternatives and insert the appropriate number in the right-hand column:

1 = low risk, 2 = some risk, 3 = medium risk, 4 = high risk, 5 = very high risk

#### 1. COUNTRY RISK

1.1	Does the organisation operate mostly in the UK? If yes, give low score.	
1.2	Does the organisation operate mostly in the UK, Europe and US? If yes, give low score.	
1.3	Does the country in which the organisation operates, or will operate have perceived high levels of corruption? If yes, give high score.	
1.4	Has the organisation recently acquired or merged with any organisations in countries with perceived high levels of corruption? If yes, give high score.	
1.5	Does the country in which activity is taking place or is proposed have effectively implemented anti-bribery legislation? If yes, give low score.	
1.6	Does the country in which activity is taking place or is proposed have effective procurement and investment policies by the local government and agencies? If yes, give a low score.	

#### 2. SECTORAL RISK

2.1	Is the proposed activity within an industry sector at risk of bribery practices? If yes, give high score.	
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#### 3. TRANSACTION RISK

3.1	Does the transaction involve charitable donations? If yes, give high score.	
3.2	Does the transaction involve political donations? If yes, give high score.	
3.3	Does the transaction involve licences, permits and transactions relating to public procurement which brings employees and others into frequent contact with public officials? If yes, give high score.	

#### 4. OPPORTUNITY RISK

4.1	Does the project involve a number of contractors and intermediaries? If yes, give high score.	
4.2	Does the project involve below-market prices? If yes, give high score.	
4.3	Does the project involve a tendering exercise? If yes, give high score.	

#### 5. PARTNERSHIP RISK

5.1	Will the proposed activity involve the potential use of intermediaries in transactions with foreign public officials? If yes, give high score.	
5.2	Is there a risk of relationships with politically sensitive persons where the proposed relationship involves or is linked to prominent public officials? If yes, give high score.	

#### 6. PERCEIVED PRESSURE AT WORK

6.1	Is there a robust and clear anti-bribery policy in place within the organisation? If no, give high score.	
6.2	Is there a board member or senior manager appointed to take responsibility for all anti-bribery measures within the organisation? If no, give high score.	

6.3	Are there robust internal financial controls in place to monitor all payments and transactions? If no, give high score.	
6.4	Are there clear policies in place in relation to hospitality, entertainment, promotional expenditure and expenses? If no give high score.	
Total score (out of a possible 110)		
<p>Scoring assessment</p> <p><b>HIGH RISK</b></p> <p>A score of <b>50 to 95</b> indicates a high risk of bribery. Immediate steps need to be taken to counter the high risk and probability of bribery occurring. In certain cases, it may be necessary to stop certain operations or transactions occurring. Urgent action will need to be taken in relation to specific high-risk areas identified above.</p> <p><b>MEDIUM RISK</b></p> <p>A score of <b>30 to 49</b> indicates a medium risk of bribery. A full anti-bribery policy needs to be in place and training rolled out at all levels. Such training should be given to staff and associated persons, including agents, consultants, and temporary workers, working on behalf of the organisation, in the UK and overseas. Leadership is required to ensure full engagement and compliance. The organisation should ensure that clear reporting mechanisms are in place so that suspected bribery may be immediately dealt with. Specific high-risk areas identified above should be dealt with at the highest levels, preferably by senior management as an urgent priority.</p> <p><b>LOW RISK</b></p> <p>A score of <b>19 to 29</b> indicates a low risk of bribery. Where there is a low risk on the basis of the risk factors identified above, steps will be taken to ensure that there are adequate procedures in place to counter bribery. This may include a written policy that is available to all employees and associated persons working on behalf of the organisation and regular audits of key financial processes, including expenses and hospitality. The organisation should keep its risk assessment under review and take appropriate steps should a bribery risk emerge.</p>		

## SECTION SEVEN: TYPES AND LEVELS OF AGREEMENT

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There are several types of understandings/agreements and these can be pitched at different levels. A generic non-legally binding Memoranda of Understanding (MOU) often sets out an expression of intent to collaborate with another institution(s) in unspecified areas. These can lead to a more specific Memorandum of Agreement (MOA) which can include formal research collaborations; joint educational programmes; networks; staff mobility and student mobility. It is not essential for an MOU to precede an MOA although this is often the case.

In addition, MOU's and MOA's can be pitched at various levels: e.g. Institutional, College and School. MOU's and more specific agreements may also be bilateral or multilateral involving networks of institutions.

### Generic MoU

Institutional (or occasionally College/School-level) understanding with institutions of similar status, normally setting out an expression of intent to collaborate in teaching, research, staff/student exchange or a combination of these. This does not involve a commitment of resources. A formal Memorandum of Understanding (MoU) must normally be signed by the Principal or Vice-Principal International. Specific collaborative activities under the umbrella of an MOU may be developed at any time but must normally be negotiated in a separate Memorandum of Agreement (MoA).

A template international generic MOU is available to download at the [establishing partnerships](#) section of the Edinburgh Global website.

### Research Collaborations

Discipline-level collaborations involving academic units which can be flexible and recognise the often unique academic resources in smaller or lesser-known universities.

### Joint Programmes

These include collaborative undergraduate programmes, masters programmes and doctoral programmes. These can be jointly awarded programmes or joint programmes where the degree is awarded by UoE.

Schools wishing to establish degree programmes with international academic collaborators should consult:

- the International Strategy & Partnerships Section of the International Office ([global.directory@ed.ac.uk](mailto:global.directory@ed.ac.uk))
- the [Collaborative Provision](#) website within Governance & Strategic Planning

### Staff Mobility

Staff mobility and exchange enhances research and teaching links between signatory institutions and may form part of an agreement.

## **Student Mobility**

Student Mobility is managed by the International Office [Student Exchange Section](#) and includes semester or full year undergraduate EU Erasmus exchanges and International Exchanges out with Europe.

- UoE has Erasmus agreements with around 180 universities in more than 20 countries.
- The International Exchange Programme allows undergraduate students to spend their third year at one of around 40 partner institutions in North or South America, Australasia, or Asia.
- Student mobility can also include less formal postgraduate exchanges, summer schools and work placements.
- All agreements involving student mobility require the approval of the Vice-Principal International.

## SECTION EIGHT: DUE DILIGENCE CASE STUDIES

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### Exchange Agreement – Japan

During a visit to a Japanese university one of your Professors has entered into a mutual student exchange agreement. The agreement will allow a small group of postgraduate students for which they are PhD supervisor to spend the final year of their studies in Japan to submit their thesis for a dual award from the University of Edinburgh and the Japanese partner. The document was counter signed by a Director of the Japanese partner and the Vice Principal International is not in favour of this collaboration and does not wish to endorse the agreement. Will the University be bound by the terms of the agreement?

If legal due diligence had been undertaken it would have transpired that the University did not wish to enter this agreement. Determining whether we are bound by the agreement will be contingent on whether the Professor had the authority to bind the University and what governing law or jurisdiction applies to the agreement. Under UK law an agreement may be unenforceable if made by a person without the requisite authority however in certain circumstances the other party may have the legal right to enforce the agreement if it was entered into in good faith and believing that the Professor had the requisite authority on behalf of the University. Consequently, it is essential that all contracting parties verify that the required authority has been properly delegated and exercised in relation to international partnerships.

### Civil Unrest – Eastern Europe

A partnership agreement has been signed with a University in a former Soviet republic. Students in that jurisdiction are to attend courses that will be delivered by the partner and the student will obtain a qualification issued by the University following completion of the course. The documentation constituting the contract with individual students makes it clear that the contract is with the University and not the partner institution and the contract will be governed by Scottish law ensuring that Scottish courts have jurisdiction over disputes.

Once students have been enrolled and the partnership established the former Soviet republic experiences political instability and civil unrest. The deteriorating political situation leads the partner institution to suspend its operations as a result of fears relating to public safety. Students enrolled on the programme protest against the suspension of their programmes and threaten to instigate legal action for damages against the University.

The University is now required to consider its legal position with regards to the terms of the partnership agreement and contract in addition to issues relating to the duty of care towards employees and students in the country. This may require provision of immediate assistance and advice relating to the civil unrest and to ensure that their safety and well being is considered and supported as required. If the contract does not include a force majeure clause regarding circumstances beyond our control preventing or making it difficult to perform our obligations then it is likely that the University will be legally liable as a result of failure to perform and will be in breach of contract with regards to the students on the relevant programmes.

## **Political Instability – Middle East**

A five year consultancy contract has been successfully negotiated with a nation in the Middle East relating to the development of a national system of quality assurance. One year into the contract the nation is severely affected by political instability and civil unrest. Whilst the UK and international organisations have not applied diplomatic or economic sanctions there is growing condemnation internationally for the way in which the government is suppressing domestic unrest and peaceful protests using military force.

International and national media organisations and the Student Association are contacting the University to request information be provided on the University's links and partnerships with the country involved. One media organisation has requested access under the Freedom of Information Act to all staff e-mail correspondence and relevant documentation relating to the University's consultancy contract with the government in the Middle East.

If the International Strategy and Partnerships Office have been made aware of this agreement then coordinated action will be taken by the University and relevant parties involved. The information requested by the media under the FOI Act will have to be disclosed in its entirety unless there is a specific reason for why this cannot be disclosed. If the protocol had been followed this agreement may not have been advanced and when the situation deteriorated coordinated meetings will have been arranged by the International Office to discuss all institutional contracts and agreements with the affected nation to discuss appropriate action.

## **Joint Degree Programme – Asia**

A new collaborative Masters programme has been developed with a partner in Asia. The programme affords new opportunities for student and staff exchange and income for both parties in relation to tuition fees. After the first students have graduated the Asian partner institution is contacted by their Ministry of Education as national legislation does not provide for joint awards between an institution in that country and an international partner. In this situation all students successfully completing the joint programme would require to be granted separate degree awards by both institutions and directly conflicting with the University's ordinance on the provision of double degree awards.

The contract for the delivery of the new programme further stipulated that the University of Edinburgh provide scholarships for 20 per cent (£3,000) of the applicable tuition fee (£15,000) for all students enrolling on the programme from undergraduate degrees at the partner institution. In the second year of operation some 50 students enrol from the partner institution in the joint award programme involving a commitment of £150,000 from the School involved due to the consequential loss of fee income.

If due diligence and risk assessment had been performed then the financial position would have been clarified and modified accordingly to limit the inherent risk and the relevant agencies contacted in country to verify whether joint degree programmes are accredited by the Ministry of Education.

## SECTION NINE: FURTHER INFORMATION

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### Head of International Strategy and Partnerships International Office

Dr Dorothy Watson

T: 651 4537

E: [global.directory@ed.ac.uk](mailto:global.directory@ed.ac.uk); [dorothy.watson@ed.ac.uk](mailto:dorothy.watson@ed.ac.uk)

### ADDITIONAL UNIVERSITY OF EDINBURGH SOURCES OF ADVICE ON INTERNATIONAL COLLABORATIONS

Schools and Colleges are recommended to seek advice from the following, as appropriate:

- The Vice-Principal International, through the International Strategy & Partnerships Section of the International Office (UoE strategic issues)
  - The Dean International for the geographical area concerned (regional advice)
  - Academic Registry (legal matters, fees, scholarships)
  - International Office (student mobility, status of institutions, marketing of programmes, recruitment of students)
  - Edinburgh Research & Innovation (research collaboration, collaborations with commercial/business partners)
  - Collaborative Provision Repository, Governance & Strategic Planning (proposals for collaborative degree programmes)
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### INTERNATIONAL PARTNERSHIPS – HIGHER EDUCATION

Universities UK – A legal guide for UK universities

<http://www.international.ac.uk/resources/International%20Partnerships.A%20Legal%20Guide%20for%20UK%20Universities.FINAL.pdf>

Quality Assurance Agency – International

<http://www.qaa.ac.uk/International/Pages/default.aspx>

International Network for Quality Assurance Agencies in Higher Education

<http://www.inqaahe.org/>