Partner Approval and Due Diligence Procedure

Procedure for the approval of new delivery partners, including due diligence and Executive Committee approval

Contents

1. Overview

1.1 This procedure governs the approval of every new delivery partner and the renewal of every existing partnership, for all categories of collaborative provision defined in CP05. It implements the two-test principle in CP01: a partnership proceeds only if it passes both the academic test (standards and quality can be secured) and the business test (the arrangement is strategically, financially and reputationally sound, with student interests prioritised over financial considerations).

1.2 Approval of a partner under this procedure does not of itself approve any programme. Each programme to be delivered through the partner requires approval under Academic Board's programme approval process as applied by CP04. Partner approval and programme approval may run concurrently but conclude separately.

1.3 The stages, gateways and approval authorities are:

Stage	Output	Gateway decision by
1. Outline proposal	Outline case (Appendix B)	Partnership Committee: authorise due diligence
2. Due diligence	Due diligence report and risk assessment (Appendix A)	Partnership Committee: scrutinise and conclude
3. Recommendation	Approval report with full business case	Partnership Committee: recommend (or not) to Executive Committee
4. Final approval	Executive Committee minute; conditions of approval	Executive Committee
5. Agreement	Signed legal agreement with responsibilities matrix	Authorised signatories per the scheme of delegation
6. Programme approval	Programme(s) approved for delivery at the partner	Academic Board (via CP04)

1.4 No offer may be made to students, no recruitment or marketing activity may begin, and no delivery may commence until stages 1–6 are complete. Timescales: a standard approval normally takes six to nine months from outline proposal to signed agreement; proposers should plan accordingly.

2. Stage 1: Outline proposal

2.1 A proposal may originate from a School, the Executive, or an approach by an external organisation. The Academic Lead of the sponsoring School and the Quality Office prepare an outline case (content at Appendix B) covering strategic fit, the proposed category of provision, the partner's profile, indicative student numbers and finances, delivery location(s), and an initial risk screen.

2.2 The Partnership Committee considers the outline case and decides whether to authorise due diligence, seek further information, or decline. Authorisation to proceed is not approval and creates no commitment; the Committee minutes any specific issues that due diligence must address.

2.3 At Walbrook's discretion, a non-disclosure agreement (NDA) may be put in place with a prospective partner at any point from the outline proposal stage onward, to protect confidential information exchanged during discussions. An NDA is optional and is not a precondition of discussions beginning; it creates no commitment to proceed with a partnership and is independent of the memorandum of understanding described in paragraph 2.4.

2.4 A non-binding memorandum of understanding may be signed after stage 1 at the discretion of the Chair of the Partnership Committee, provided it is expressed not to create legal relations or any commitment to deliver Walbrook awards.

3. Stage 2: Due diligence

3.1 Due diligence is coordinated by the Registrar with input from Finance, the Risk & Compliance Manager, the Quality Office and the sponsoring School. Its scope is proportionate to the category of provision, scale and delivery context, but always covers the domains in Appendix A. For franchise and validation arrangements it always includes a site visit to each proposed delivery location by at least one academic and one professional services assessor.

3.2 Due diligence must be sufficient to allow Walbrook to satisfy itself, and to evidence to the OfS, that the partner has the capacity and resources to meet its obligations, and that courses delivered under the arrangement will comply with conditions B1–B5. Compliance with the absolute requirement that delivery, support and assessment take place in English (CP01 §4.8) is verified as a condition of approval, not weighed as a scored risk factor under Appendix A.

3.3 For overseas delivery, due diligence additionally covers: host-country legal and regulatory requirements for the provision (including any in-country licensing or accreditation); recognition of the resulting award in the host country; visa/sponsorship implications; data protection and transfer; sanctions, export control and bribery/corruption exposure; political and security risk; safeguarding and freedom-of-expression context as it bears on delivery of the curriculum; and cultural and language considerations for delivery and assessment.

3.4 The output is a due diligence report with a recommended risk tier (1 low / 2 standard / 3 high / 4 unacceptable, per CP05 §4), determined using the CP06 Partner Risk Scoring Matrix, and any proposed conditions of approval or required mitigations. A Tier 4 outcome is expected to trigger non-progression of the proposal. Material adverse findings are reported to the Partnership Committee even if discovered after the stage concludes.

4. Stage 3: Scrutiny and recommendation

4.1 The Partnership Committee scrutinises the due diligence report, the full business case (including the proportion of tuition fee to be retained by each party and the rationale), the draft heads of terms, the proposed teach-out and student protection approach, and the sponsoring School's capacity to support the partnership (including link tutor resource).

4.2 The Committee may: recommend approval (with or without conditions); require further work; or decline to recommend. Its recommendation to the Executive Committee is a self-standing report recording the evidence and reasoning, the risk tier, and any dissent.

5. Stage 4: Final approval by the Executive Committee

5.1 The Executive Committee is the final approval authority for every new delivery partner and every renewal. It receives the Partnership Committee's report and satisfies itself that: the arrangement serves Walbrook's strategy and students' interests; the financial terms are sound and the proportion of fee retained is justifiable and publishable; risks to students, taxpayers and reputation have been identified and addressed; and the institution has the capacity to oversee the arrangement to the standard this Framework requires.

5.2 The Executive Committee may approve, approve subject to conditions (which must be discharged before signature or first recruitment, as it specifies), or decline. Approval is minuted with a stated maximum duration for the agreement, normally not exceeding five years, and is reported to Academic Board and, for tier 3 (high-risk) partnerships, to the Board of Governors.

5.3 Approval lapses if the agreement is not signed within twelve months, or if a material change occurs before signature (including changes of ownership or control of the partner), in which case the proposal returns to the Partnership Committee.

6. Stage 5: The written agreement

6.1 Every partnership operates under a legally binding written agreement signed before any recruitment or delivery. The agreement is prepared by the Risk & Compliance Manager from Walbrook's template, with external legal advice as required, and includes as a minimum:

- the category of provision (per CP05), the awards and programmes covered, delivery sites, and permitted student numbers;
- a responsibilities matrix allocating every element of admissions, delivery, assessment, student support, complaints, quality assurance and information between the parties;
- Walbrook's rights of access to the partner's premises, staff, students, information and data, including the right to conduct announced and unannounced visits and to verify data, as needed to meet OfS requirements;
- financial terms, including the fee split and payment arrangements, and the consequences of under-recruitment;
- requirements on marketing approval, use of agents, branding and intellectual property;
- compliance obligations: consumer protection, data protection, safeguarding, Prevent (where applicable), anti-bribery, sanctions and export controls, and host-country law;
- duration (normally a maximum of five years), variation, review, suspension of recruitment, termination provisions (including termination for cause and on notice), and the teach-out obligations of both parties, ensuring students can transfer to Walbrook or another provider and complete their studies in the event of delivery failure;
- the governing law and jurisdiction applicable to the agreement, which must be expressly stated in every case; Walbrook's preference is for English law and the jurisdiction of the courts of England and Wales, save where this is not achievable (for example because of host-country requirements for some overseas arrangements), in which case the alternative governing law

and jurisdiction is identified and the reasons for departing from Walbrook’s preferred position are recorded and approved as part of the agreement;

- a prohibition on the partner delegating, subcontracting or otherwise passing to a third party any element of its responsibility under the agreement, and on the partner using the arrangement with Walbrook, or a Walbrook award, as the basis for its own collaborative arrangements with another organisation (no serial arrangements, per CP01 §4.7);
- indemnities, insurance, liability and dispute resolution.

6.2 Agreements are signed by the Vice Chancellor or Provost. A fully signed copy, with its responsibilities matrix, is lodged in the Register of Collaborative Provision before first recruitment.

7. Renewal and variation

7.1 Renewal follows stages 2–5 in proportionate form: refreshed due diligence (full for tier 3; targeted for tiers 1–2), evaluation of the partnership's performance against the evidence assembled under CP04, and a renewal recommendation from the Partnership Committee to the Executive Committee. Renewal is never automatic.

7.2 Material variations — including new or changed delivery sites, new categories of provision, significant growth in student numbers, a change of ownership or control of the partner, a material change to the partner’s Walbrook-approved teaching staff (including loss of approved staff without replacement of equivalent standing), or a change to the partner’s key named contacts for the agreement — require Partnership Committee scrutiny and Executive Committee approval before taking effect. The partner notifies the Registrar of any such change, and of any other change affecting delivery sites, approved staff or key contacts, as soon as it is known, so that the Quality Office can determine whether Partnership Committee scrutiny is required or whether the change can be recorded administratively in the Register of Collaborative Provision.

8. Conflicts of interest

8.1 Any interest held by a member of staff, a governor, or their close connections in an actual or prospective partner must be declared on the institutional register and to the Registrar at the earliest opportunity. A person with such an interest takes no part in due diligence, scrutiny or approval of that partnership. Payments, hospitality or other benefits from prospective partners may not be accepted by anyone involved in the process.

Appendix A: Due diligence domains and checklist

The due diligence report addresses each domain below. “Verify” means obtain and check primary evidence, not rely on the partner’s assertion.

Domain	Minimum coverage
Legal standing	Verify legal form, registration, ownership and ultimate beneficial owners; powers to contract and to deliver education; litigation history; regulatory sanctions; licences required in the delivery jurisdiction.
Financial	Three years' audited accounts (or equivalent); solvency, liquidity and going-concern indicators; dependence on the proposed arrangement; funding sources; credit checks; financial projections for the partnership.
Governance & management	Governance structure and effectiveness; fitness of directors/principals; policies on conflicts of interest, whistleblowing and fraud; track record of compliance with previous awarding/validation bodies, including any terminated arrangements and the reasons.
Academic capacity	Staff profile, qualifications and contracts; staff development; learning resources, library, IT and estates at each delivery site (site visit required); capacity for proposed numbers; assessment integrity arrangements; English language of delivery and support.
HE delivery experience at level	Verify the partner's track record of delivering higher education at the level(s) proposed (FHEQ Levels 4–7): length and breadth of experience at each level; awarding bodies worked with at those levels and outcomes of those arrangements; staff experience of teaching and assessing at the relevant level(s); for partners with no or limited experience at the proposed level, the development plan and additional support, conditions and enhanced oversight required (normally Tier 3).
Quality track record	Outcomes of any OfS, QAA, Ofsted, or host-country regulator reviews; continuation, completion and progression data for existing provision; student satisfaction evidence; complaints history.
Students & recruitment	Admissions policies and decision-making; use and oversight of recruitment agents; marketing practices; support for disabled students and safeguarding; fitness of information given to applicants (CMA compliance).
Reputational	Media and references; standing with current/former partners (references from at least one current awarding body partner where one exists); sanctions/PEP screening of owners and principals; alignment of the partner's values and conduct with Walbrook's.
TNE-specific (where applicable)	Host-country approval/accreditation requirements and status; local recognition of the award; data transfer; visa and

Domain	Minimum coverage
	immigration; in-country employment law affecting flying faculty; political, security and academic-freedom risk; currency and repatriation of funds.
Operational & data	Student records systems and data quality; ability to supply the data Walbrook needs for OfS/HESA returns and ongoing monitoring; business continuity; cyber security; insurance.

Risk tiering. The report concludes with a recommended tier, scored using the **CP06 Partner Risk Scoring Matrix**: **Tier 1 (low)** — e.g. articulation with an established institution; **Tier 2 (standard)** — e.g. validation with an experienced partner; **Tier 3 (high)** — e.g. new-to-HE partner, large or fast-growing numbers, overseas delivery in a higher-risk jurisdiction, or any partnership where due diligence found material issues requiring mitigation; **Tier 4 (unacceptable)** — risks that cannot be adequately mitigated, expected to trigger non-progression of the proposal. Tier definitions and consequences for oversight are in CP05 §4 and CP04 §8.

Appendix B: Outline proposal content

- Partner identity, locations, ownership and brief history; any previous or existing relationship with Walbrook.
- Proposed category of provision (per CP05), awards, subject areas, mode(s) and language of delivery, and indicative start date.
- Strategic rationale: fit with Walbrook's strategy and academic portfolio; the educational case; how students' interests are served; rationale that can be published under condition E10.
- Market and demand evidence; proposed student numbers over five years; target applicant profile.
- Indicative financial model, including proposed fee split and Walbrook's costs of oversight.
- Initial risk screen: category and scale risk, delivery context, partner regulatory status (including OfS registration position for UK partners), known sensitivities.
- School capacity to sponsor: proposed link tutor arrangements and resource, endorsed by the Academic Dean.
- Proposed exit/teach-out approach in outline.

9. Document governance

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