

Framework for Due Diligence

Working with Others

Considerations for exercising due diligence for ‘working with others activities’, including very short-term placements/experiences

Preface

In our delivery of conservatoire higher education, Rambert School has a strong engagement with industry, and ‘working with others’ activities occur in a variety of contexts. Some of these will require very formalised arrangements (eg a Memorandum of Agreement) that set out the various obligations and liabilities of all parties. Others may require a much more ‘light touch’ approach to due diligence that is proportionate to the activity itself and the associated risks. We have a series of protocols that we follow to ensure that a consistent and proportionate level of due diligence can be exercised no matter what the activity.

In particular, as students training towards a specialist profession, our students may have the opportunity to undertake very short-term activities and placements that contribute to the learning outcomes of their Course, and thus fall under the category of what Rambert School defines as ‘Working with Others’. Such opportunities can arise on an ad hoc basis, according to the needs, capacity and location of an individual organisation offering such opportunities. Where these opportunities arise, in accordance with our ‘Working with Others Principles’, we use a considered approach to the management of these, determine and exercise proportionate due diligence, and ensure that these can be evidenced.

Rambert School keeps our ‘Working with Others’ activities under continuous review and we make adjustments and changes for enhancement where appropriate. For example, following a recent review of this area, we developed Our BA (Hons) Top Up degree to include a Performance Placement option from 2020-21 academic year, in recognition of the fact that there were frequent occasions where third year undergraduate students were offered opportunities that fall within the scope of Working with Others. This change facilitated the extent to which we were able to accommodate students being able to uptake these activities.

It will normally be disproportionate to organise a Memorandum of Agreement or an equivalent contract for ad hoc short-term activities, particularly as the notice period of the opportunity arising may also be equally brief. In ensuring we meet our Working with Others Principles, Rambert School has a flexible approach about how we manage such opportunities in accordance with the Framework set out below.

Framework for due diligence in Working with Others activities

1. We use a risk-based approach to the management of our Working with Others activities. In our strategic approach to Working with Others, proportionality is key. We have a set of ‘due diligence protocols’ for guidance that help us to ensure we are meeting our ‘Working with Others Principles’, but these protocols are just for guidance and therefore we vary the application of these to be in proportion with the level of risk involved. Different types of activity may by necessity have different protocols, or a reduced or increased application of the relevant protocol (for example where Protocol A is applicable, not all of the processes in Protocol A may be needed).
2. In the table below, we have some definitions for terms that help to ‘categorise’ types of activity, which then helps us to identify our due diligence approach to the management and quality assurance of ‘Working with Others’ activities. These include a set of protocols and review periods:

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No.	Type of Activity	School Definition	Protocol to be followed	Review schedule
1	One-off infrequent short-term ad hoc activity	3 or fewer unplanned activities with the same organisation or individual over a period of 1 year, where the activity lasts 5 working days or less on each occasion	Protocol A Our 'light touch' approach	School review of organisation/individual: every year (or earlier if necessary/prompted by feedback).
2	Continuous basis planned short-term activity	Unlimited number of planned activities under an established relationship, where each activity lasts 5 working days or less	Protocol A Our 'light touch' approach; optional additional relationship management and/or 'light touch' agreement	School review of organisation/individual: every year (or earlier if necessary/prompted by feedback);
3	Continuous basis short-term ad hoc activity	4 or more unplanned activities with the same organisation over a period of 1 year, where the activity lasts 5 working days or less on each occasion	Protocol B (Same as protocol A, but includes approach with trigger for School visit)	4 th unplanned activity with same organisation within 1 year triggers arrangement for School visit to organisation within next academic year.
4	Continuous basis planned long-term activity	Unlimited number of planned activities under an established relationship, where each activity lasts more than 5 working days	Protocol C (increased measures approach – may need a Memorandum of Agreement)	Continuous Monitoring of activity/relationship, with formal review every 2 years, OR Schedule of review of the activity will be set out in the Memorandum of Agreement

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3. To provide further guidance, in the table below we have a set of guidance protocols to follow that staff can access to ensure that the School is exercising proportionate yet sufficient due diligence:

DUE DILIGENCE ACTION	PROTOCOL	NOTES/INFORMATION
RISK ASSESSMENT	<p>Complete risk assessment before the first time an external organisation ('placement organisation') takes a School student.</p> <p>Use the Risk Assessment Outcome to establish whether a Memorandum of Agreement (or lower-level formalised agreement) is necessary.</p>	<p><i>This might be done, for example, via a telephone conversation from the School to the Company/organisation with an established set of questions that enables the School to complete a questionnaire/form as a record of the risk assessment, as a means of authorising the activity (and creating a record of the authorisation by the School).</i></p>
ENSURING ADEQUATE INFORMATION EXCHANGE	<p>Send School Information Factsheet plus relevant assessment-related information to the placement organisation, along with any requests for reasonable adjustments, with a request for:</p> <ul style="list-style-type: none"> • written acknowledgement of receipt; • confirmation all documentation has been read; • confirmation that requests for reasonable adjustments can be met. 	<p><i>The School has a generic 'Information/Factsheet' that is completed by the School and sent to the placement organisation.</i></p> <p><i>There could be a generic template which is slightly adjusted to suit each activity.</i></p> <p><i>This process could be conducted by email, which would facilitate expediency and also provide timestamping for record purposes.</i></p>
LIABILITY CHECK	<p>Request health and safety/insurance policies / documentation / written assurances from placement organisation, for School records</p>	<p><i>The level of documentation required may differ according to the type of activity and type of organisation. The School may assure itself that a placement organisation is fit for purpose by whatever appropriate means e.g. it may suffice to have assurance of arrangements in writing via email in the short-term.</i></p>
MAINTENANCE OF INTERNAL RECORDS	<p>Create a record of information given to the student by the School ahead of the activity</p>	<p><i>This can be done via email, and/or may be a brief written documentary record from a member of staff who has had a verbal discussion with a student, as appropriate/necessary in the circumstances. The record should clearly establish that the student has been given the necessary information – the information/factsheet could be designed to cover this for all parties (it is recommended that all parties have the same information). This approach would also reduce bureaucracy.</i></p>
FEEDBACK (1)	<p>Follow up interview/meeting with the student on completion of the activity</p>	<p><i>Students may be asked to complete a questionnaire/form, or a staff member may complete it with information gathered from the follow-up meeting. The meeting should cover what the student found beneficial/less beneficial, and should offer them an opportunity to raise any issues or concerns (or indeed to assure the School of the suitability of the activity). The School should then act on feedback as necessary.</i></p>

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<p>FEEDBACK (2)</p>	<p>Follow up telephone call/visit with the placement organisation</p>	<p><i>This allows the feedback loop to be closed; gives the placement organisation an opportunity to provide informal feedback; gives the School an opportunity to raise any issues or concerns with the organisation, and to follow up on any outstanding business (eg feedback forms regarding the student's performance etc).</i></p>
<p>MONITORING AND ASSURANCE (1)</p>	<p>Enter the activity into the School's official record, including a check on frequency</p>	<p><i>Where an organisation has hosted students on at least 3 separate occasions within one year, this should then trigger the organisation of a School visit to the company within the next full academic year before a further activity might normally be authorised.</i></p> <p><i>Where a visit might be difficult, additional other steps might be taken in lieu of this, subject to this satisfying the School about the propriety of the organisation for the purposes of the activities.</i></p>
<p>MONITORING AND ASSURANCE (2)</p>	<p>Sign-off of the completion of the activity</p>	<p><i>Formal sign-off of the activity means there is no outstanding business and it is ready to be reported to the School Academic Board. This sign-off does not prevent the School from undertaking an additional review/follow-up exercise regarding an external organisation/individual/activity. If there is an identified need to do so at the point of completion of the activity, this can be reported to the School Academic Board.</i></p>

4. As part of its due diligence arrangements, Rambert School also has a set of 'trigger' points that may cause the School to consider whether a review/follow-up exercise is needed regarding an external organisation/individual, or activity.

Examples of these include:

- **For a new company/organisation that the School has never worked with before, or has not worked with for at least 3 years, undertaking a brief risk assessment before the activity is authorised**
- **Where a company or organisation 'hosts' a student on 3 occasions, this might trigger the organisation of a visit by the School**
- **Issues raised by students via feedback, or that come to the attention of the School**
- **Concerns that come to light in the course of a School's communication with an organisation.**

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Additional considerations

5. We believe it is useful to make it clear to all parties the types of circumstances where the School may follow up matters with an organisation. From a light-touch perspective, this will normally be included in the School 'information/factsheet' issued to all parties. For activities where a Memorandum of Agreement is needed, it is helpful the MoA to articulate this where possible.
6. We recognise it is important that we are able to demonstrate where we are closing the feedback loop, both in feeding back to placement organisations, but also keeping students informed where we act on feedback. In this sense, we take into consideration how these processes impact on student engagement.
7. Further to the above, we will keep under review what necessary key messages and information should be issued to students about 'working with others' activities, to ensure that the School's expectations of them are clear and that they are aware about how to raise issues or concerns, and what types of things to expect.

Before any collaborative activity is commenced (from our School Working with Others Principles):

- a) **Proportionate risk assessment** of the activity is undertaken to assess the appropriateness of the external provider, including their ability to deliver the relevant learning outcomes, and to ensure adequate safeguards against financial impropriety or conflicts of interest that might compromise academic standards or the quality of learning opportunities.
- b) **Relevant documentation** outlining expectations and all parties' roles and responsibilities, is shared with and signed by all relevant parties (e.g. Memorandum of Agreement, Placement Policy, School Information Factsheet etc)
- c) **Clear points of contact** for all parties are established, including emergency contacts
- d) **The circumstances and process for raising any concerns or issues** are made clear to all parties
- e) **The circumstances and process for terminating such activity** by any party are made clear