

<b>Document Reference and Version No</b>	Version 2.0, Approved by Academic Council May 18 <sup>th</sup> 2015
<b>Purpose</b>	<b>Policy &amp; Procedure for Quality Assurance of Collaborative Programmes, including Transnational Programmes and Programmes leading to Joint Awards:</b> Collates and describes all the academic regulations of the Institute relating to collaborative programmes, including transnational programmes and joint awards, both undergraduate and postgraduate. This document forms part of the IADT Quality Manual, and will form an update to Quality Manual V2, 2009, and is to be read in conjunction with other sections of that document.
<b>Commencement Date</b>	Version 1.0 of policy extended until March 2015 – approved by Academic Council, October 2014
<b>Document Version</b> <b>Date of Next Review</b>	Version 2.0 Revised following piloting of the September 2012 version in respect of a proposed collaborative programme and following the establishment of QQI and changes to models of QA engagement, the 2014 QQI <i>Policy and Criteria for the Delegation of Authority to the Institutes of Technology to make Higher Education and Training Awards (including joint awards)</i> <sup>1</sup> and in light of the December 2014 IOTI-QQI protocol for the Delegation of Authority for Joint Awards <sup>2</sup> .
<b>Who needs to know about this document</b>	Governing Body, Academic Council, Executive Management, Heads of Faculty, Heads of Dept., All Staff, Student Union, Students, Collaborative Partners
<b>Revision History</b>	Version 1.0 2012 Version 1.2, 2015
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*Version 1 Agreed by IADT AC September 2012 and by HETAC October 11<sup>th</sup>, 2012*

*QQI acknowledged IADT's approval of Version 2, and granted delegated authority for Joint Awards on June 25<sup>th</sup>, 2015*

<sup>1</sup><http://www.qqi.ie/Publications/Policy%20and%20Criteria%20for%20the%20Delegation%20of%20Authority%20to%20the%20Institutes%20of%20Technology%20to%20make%20HET%20Awards.pdf>

<sup>2</sup><http://www.qqi.ie/Publications/IOT%20Sectoral%20Protocol%20on%20Programmes%20Leading%20to%20Joint%20Awards.pdf>  
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## Section 1 Background and Introduction

**This document, whilst forming part of the Quality Assurance Manual of** Dún Laoghaire Institute of Art, Design and Technology (IADT), is also written as a stand-alone chapter which may be given to prospective partners as a part of suite of documents explaining how IADT engages in collaborative and transnational provision. This is a Quality Assurance Policy and Procedure for the provision of collaborative programmes, transnational programmes and programmes leading to joint awards. It forms Section 11 of the revised 2012 Quality Assurance Manual. It sets out the context in which IADT will engage in providing collaborative or joint programmes, transnational programmes and also joint programmes which lead to joint awards and describes the processes by which such programmes are developed and approved. This section is for consultation by potential partners and any member of staff interested in learning about the institutional process for the development of these types of programmes. It is divided into three sections, an overarching introduction and context; a short policy section; a developed quality assurance procedure.

### 1. Legislative and Irish Higher Education Context of the Institute and International Policy Context

1. Dún Laoghaire Institute of Art, Design and Technology (IADT) was established on April 1<sup>st</sup> 1997. It is a State Institute and one of 13 publicly funded Institutes of Technology in Ireland operating under the Institutes of Technology Act (2006). IADT is designated as a higher education institution under the Higher Education Authority (HEA) [www.hea.ie](http://www.hea.ie) and receives its funding through HEA.
2. Under the Qualifications and Quality Assurance (Education and Training) Act, 2012<sup>3</sup> IADT has been accorded degree awarding powers for programmes at Levels 6, 7, 8 and 9 of the National Qualifications Framework (NFQ). These powers were granted under Delegation of Authority from the Higher Education and Training Awards Council (HETAC) [www.hetac.ie](http://www.hetac.ie), and were transferred under Quality and Qualifications Ireland (QQI) as established under the 2012 Act. IADT is bound by the policies and procedures of QQI relating to education provision, and by policy and procedure of the HEA and the Department of Education and Skills as it applies to other areas of its operation. This policy and procedure has been aligned to the QQI policies of particular relevance to this area:
  - *Policy for Collaborative Programmes, Transnational Programmes and Joint Awards, Revised 2012*<sup>4</sup>

<sup>3</sup> <http://www.oireachtas.ie/documents/bills28/acts/2012/a2812.pdf>

<sup>4</sup> <http://www.qqi.ie/Publications/Policy%20for%20Collaborative%20Programmes%20Transnational%20Programmes%20and%20Joint%20Awards.pdf>

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- *Policy and Criteria for the Delegation of Authority to the Institutes of Technology to make Higher Education and Training Awards (including joint awards) 2014*<sup>5</sup>
  - *Sectoral Protocol for the Delegation of Authority (DA) by Quality and Qualifications Ireland (QQI) to the Institutes of Technology (IoT)s to make Joint Awards, 2014*<sup>6</sup>
3. In conjunction with this, IADT is committed to implementing
- *Standards & Guidelines for Quality Assurance in European Higher Education Area (ESG) (2014)*<sup>7</sup>;
  - the *Convention on the Recognition of Qualifications Concerning Higher education in the European region, Lisbon (1997)*<sup>8</sup>;
  - the Committee of the Convention on the recognition of qualifications concerning Higher Education in the European Region, *Recommendation the Recognition of Joint Degrees, Strasbourg (2004)*<sup>9</sup>;
  - the *OECD/UNESCO Guidelines for Quality Provision in Cross-Border Higher Education (2005)*<sup>10</sup>;
  - and the *UNESCO/COUNCIL OF EUROPE Code of Good Practice in the Provision of Transnational Education (2007)*<sup>11</sup>.
  - *BFUG, European Approach for Quality Assurance of Joint Programmes, 2014*<sup>12</sup>
4. (Furthermore due consideration will be taken of the *UNESCO-Asia Pacific Quality Network Toolkit: Regulating the quality of cross-border education (2006)*.<sup>13</sup>

### External Quality Assurance

5. QQI is the statutory body with responsibility for the external quality assurance of IADT. IADT has its own internal, institutionally-owned quality assurance (e.g. this is one chapter of the Quality Assurance Manual (QAM)). All quality assurance policies and procedures are published on the IADT website, [www.iadt.ie](http://www.iadt.ie). External peer-review evaluations of IADT conducted by QQI are published on the QQI websites, [www.qqi.ie](http://www.qqi.ie).

## 2. Institutional Strategy

6. Dún Laoghaire Institute of Technology's Strategic Plan, 2014 to 2018<sup>14</sup>, sets the objective of "consolidating and enhancing the college's position as a specialised institute working in close partnership with industry and communities and other higher education institutions

<sup>5</sup><http://www.qqi.ie/Publications/Policy%20and%20Criteria%20for%20the%20Delegation%20of%20Authority%20to%20the%20Institutes%20of%20Technology%20to%20make%20HET%20Awards.pdf>

<sup>6</sup><http://www.qqi.ie/Publications/IOT%20Sectoral%20Protocol%20on%20Programmes%20Leading%20to%20Joint%20Awards.pdf>

<sup>7</sup> [http://issuu.com/revisionesg/docs/esg\\_-\\_draft\\_endorsed\\_by\\_bfug](http://issuu.com/revisionesg/docs/esg_-_draft_endorsed_by_bfug)

<sup>8</sup> <http://conventions.coe.int/Treaty/EN/Treaties/Html/165.htm>

<sup>9</sup> [http://www.coe.int/t/dg4/highereducation/recognition/lrc\\_EN.asp](http://www.coe.int/t/dg4/highereducation/recognition/lrc_EN.asp)

<sup>10</sup> [http://www.unesco.org/education/guidelines\\_E.indd.pdf](http://www.unesco.org/education/guidelines_E.indd.pdf)

<sup>11</sup> [http://www.ond.vlaanderen.be/hogeronderwijs/bologna/documents/lrc/code\\_tne\\_rev2007.pdf](http://www.ond.vlaanderen.be/hogeronderwijs/bologna/documents/lrc/code_tne_rev2007.pdf)

<sup>12</sup> <http://www.enqa.eu/index.php/european-approach-for-quality-assurance-of-joint-programmes/>

<sup>13</sup> In drafting this document ideas and suggestions were also gleaned from Irish Higher Education institutions, such as University College, Dublin, from British Council documents, and Middlesex University

<sup>14</sup> [http://issuu.com/dliadt/docs/iadt\\_strategic\\_plan\\_2014-2018](http://issuu.com/dliadt/docs/iadt_strategic_plan_2014-2018)

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(HEIs) to educate students who can shape, change and develop industry and communities, and respond to changing societal needs”, p.11.

7. IADT strategic priorities are summarised as follows:

**Students & Programmes**

- To grow student numbers through development of all our disciplines and practices so that we are a coherent Institute of Art, Design and Technology with a distinctive programme range and to embed the critical thinking, design, digital and entrepreneurial skills necessary for employment and lifelong learning
- To provide a high quality and fulfilling educational experience for students facilitated through quality facilities and teaching space, enhanced student services, campus life and civic/community engagement.
- To strengthen the link between further education and higher education, and to widen access, opportunity and support for students from disadvantaged backgrounds and those with learning difficulties and disabilities.
- To enhance the profile and position of the National Film School as the primary centre of film education and practice based research nationally and to build recognition for the National Film School internationally.

**Knowledge Generation & Transfer**

- To be at the forefront of research and innovation in our selected areas that will maximise our contribution to industry and inform our teaching and learning activities.

**Collaboration & Engagement**

- To progress engagement with community and enterprise in order to further develop opportunities and benefits for students, staff and partners.
- To leverage strategic relationships with key stakeholders in the Creative, Cultural and Digital Technologies Industries in order to develop innovative, creative partnerships and to deliver new insights and concepts.
- To further develop and formalise links with international HEIs and organisations to develop and grow our international student numbers and provide opportunities for new types of collaboration and engagement.

**Culture & Communication**

- To realise our collective ambition through enhanced communication, greater alignment of activities, sharing of knowledge and improved technology



- To provide a positive and progressive working environment and to promote opportunities for personal and career development for all IADT staff.
8. IADT is committed to pursuing collaboration and cluster opportunities that enhance existing relationships and create new partnerships, to progress regions of knowledge and ideas. The purpose of partnerships, collaboration and clusters is to advance the capacity, performance and contribution of higher education as a whole. The present IADT Strategic Plan is underpinned by the development of partnerships with other higher education institutions, industry and the creative cultural sector, and the development of regional and thematic clusters, and this dedicated quality assurance section of our policy and procedures is a tool to support the development and maintenance of high quality partnerships, locally and abroad.

In identifying an explicit strategy to develop educational partnerships the Institute is articulating its commitment to be innovative and creative in its approach to and response to educational opportunities. Education is a collegial endeavour and knowledge is universal in nature. Institute staff are encouraged to develop professional networking relationships which will enhance knowledge and understanding for the good of our students and society in general. Formal partnerships building on shared interests may allow the development of ideas and tools which that would not occur outside of a collaborative environment. The Institute wishes to encourage its staff and students to consider intellectual synergistic opportunities and be enthusiastic in establishing their viability.

9. IADT is unique among Irish Institutions of Higher Education in creating an interdisciplinary environment drawing on strengths in visual arts, media arts, enterprise, technology and human factors. This means that the Institute is ideally positioned to collaborate with industry and business interests in addressing domains of innovation and development that are critical to the emergence of the cultural, technological and creative industries in Ireland. Some of these collaborations will be in the area of partnerships for the provision of academic programmes.

### 3. Delegation of Authority and Context of this Document

10. The policies and procedures presented here in the subsequent sections are Institute procedures and intended to be exercised where the Institute has delegated authority to validate programmes and make awards, including joint awards, i.e., at NFQ levels 6,7,8 and 9.
11. The document is fully aligned to the QQI 2014 documents referred to in paragraph 2, i.e.:
- *Policy and Criteria for the Delegation of Authority to the Institutes of Technology to make Higher Education and Training Awards (including joint awards) 2014*<sup>15</sup>
  - *Sectoral Protocol for the Delegation of Authority (DA) by Quality and Qualifications Ireland (QQI) to the Institutes of Technology (IoT)s to make Joint Awards, 2014*<sup>16</sup>

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<sup>15</sup><http://www.qqi.ie/Publications/Policy%20and%20Criteria%20for%20the%20Delegation%20of%20Authority%20to%20the%20Institutes%20of%20Technology%20to%20make%20HET%20Awards.pdf>  
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12. It is set in the overarching IADT Quality Assurance framework and seeks to rely on the principles outlined in the other sections of the Quality Assurance Manual. It seeks to follow as closely as possible standard policies and procedures, only providing alternative models where such an alternative is necessary because of the differences which arise from working with a partner or partners.

13.

#### 4. Collaborations Not Leading to IADT Awards

13. This document primarily focuses on quality assurance relating to collaborations which result in the making of IADT awards, including joint awards, but not exclusively. Matters such as articulation arrangements are provided for, and relationships with other provider-awarding bodies, where a joint programme leads to the award of another institute.

14. In addition, whilst inter-institutional relationships have long been a feature of higher education, in an environment of shrinking resources, governments' policy statements, the expansion of types organisations with knowledge generation as a core business, there are many drivers to encourage higher education institutions to work together in a variety of novel ways. These ways include amongst other things, research projects, implementation of government action plans, industry/business/community engagement exercises right up to formal strategic alliances whereby institutions choose to enter a long-term relationship to provide higher education opportunities for learners in some form of unique collaboration which involves the sharing of resources and core services. Such models do not necessarily lead to the making of awards, or of IADT awards, however they are relationships that IADT will not enter casually or naively. These relationships are often highly political, influenced or controlled by national policy or even international developments. A key criterion for the institute in choosing to enter such relationships is – do they further the strategic aim of the institute; however in a rapidly changing environment, it is accepted that strategies may change. It is not viewed that a formal procedure for entering such relationships is appropriate, but the institute is committed to ensuring that as it develops these types of relationships it does so based on reasonable knowledge of the context, clear benefits accrue to the Institute and to society and that specific and clear, associated decisions are made at the highest levels of governance. The principles outlined in this document will guide such developments and some aspects of the decision-making model herein, such as the due diligence and legal agreements, may have direct relevance.

#### 5. Definitions

15. A detailed glossary is provided in Appendix One. Some key terms<sup>17</sup> are provided here:

- (i) **Collaborative provision** is where two or more higher education providers are involved by formal agreement in the provision of a programme of higher education and training.

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<sup>16</sup> <http://www.qqi.ie/Publications/IOT%20Sectoral%20Protocol%20on%20Programmes%20Leading%20to%20Joint%20Awards.pdf>

<sup>17</sup> Where QQI has provided definitions these are the ones employed. They are supplemented by further key terms.  
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- (ii) **Transnational provision** is where a higher education provider, primarily based in one jurisdiction (Ireland), wholly or partly provides a programme of higher education and training in another jurisdiction. Where a provider *partly* provides a programme of higher education and training, it is implicit that this provision is *also* collaborative provision.
- (iii) A “**provider** of a programme of education and training” means a person who, or body which, provides, organises or procures a programme of education and training”<sup>18</sup>.
- (iii) A **joint award** is understood to refer to a higher education qualification issued jointly by at least two or more higher education institutions with degree awarding powers *or* jointly by one or more higher education institutions with degree awarding powers and other awarding bodies, on the basis of a study programme developed and/or provided jointly by the higher education institutions, possibly also in cooperation with other institutions<sup>19</sup>.
- (iv) A **consortium** is a group of partner providers collaborating together for the purposes of providing a programme of higher education, which may lead to an award of one of the partner providers, or a joint award of a number of the partner providers, or a joint award of one of the partner providers and another awarding body.
- (v) A **partner** is any legal entity with whom IADT chooses to work to jointly provide a programme of higher education. In some contexts a formal legal definition of a ‘partner’ may be required and in such instances would supersede this. The term partner does not imply an employer relationship.
- (vi) An **articulation** is the process by which a specific qualification and/or credits from a specific programme of study undertaken at an approved partner institution is recognised as giving advanced standing or entry to a specific programme at the receiving higher education providing institution. Usually entry is guaranteed once the learners hold the exit qualification named. I.e. students are entitled to a place.<sup>20</sup>

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18 Qualifications and Quality Assurance (Education and Training) Act 2012, p.9..

<sup>19</sup> *The Lisbon Recognition Convention Committee recommends that a joint degree may be issued as: a joint diploma in addition to one or more national diplomas; a joint diploma issued by the institutions offering the study programme in question without being accompanied by any national diploma; one or more national diplomas issued officially as the only attestation of the joint qualification in question. This definition is based on the definition adopted (9 June 2004) by the Committee of the Convention on the Recognition of Qualifications concerning Higher Education in the European Region and is adopted by QQI.*

<sup>20</sup> Where there are not sufficient places for those interested a place allocation model needs to be established. Because places are guaranteed the home provider agrees to formally periodically review the partner’s programme to ensure the articulation remains valid. This is not collaborative provision, but without care in use of promotional literature misleading information can be inadvertently provided. Z:\Educational Partnerships\QA CP TP\IADT QA Section\Approved QA Docs\2015 05 18 Version 2 of Quality Assurance of Collaborative Programmes.docx

## Section 2 Policy for Collaborative and Transnational Provision

This section of the document describes what IADT is committed to doing in this field. It also describes the institutional governance structure.

### 1. Scope of Policy

1. Dún Laoghaire Institute of Technology (IADT) has identified collaborative programme provision or joint programme provision as a key strategy in achieving its institutional objectives. It forms part of Strategic Priority 1 of the 2014-2018 Strategic Plan<sup>21</sup>. This policy and procedure document supports collaborative activity and ensures that programmes provided in collaboration are consistent with the academic standards expected at IADT. This policy and procedure document is aimed at being a support in that process, albeit taking a prudential focus. It is not intended to hamper through bureaucracy, but rather provide quality assurance tools to support the academic community in seizing good opportunities and making wise decisions.
2. This policy and procedure does not address commercial or industry liaison which does not involve programme provision. Neither does it address partnerships established for the provision of research degrees..
3. This policy and procedure does not prescribe the quality assurance that would pertain in the establishment of or participation in a cluster. Any such activity will however respect the principles established herein.
4. Where national consortia are established IADT will rely on the model herein to enable decisions to be made about participation in a particular consortium, and acknowledges that detailed quality assurance procedures may be worked out by such a consortium.
5. IADT may engage in the following types of partnerships for the development and provision of programmes in the fields of Enterprise, Humanities, Film, Art and Creative Technologies:
  - With further Education institutions
  - With higher education institutions
  - With professional educational and training institutes
  - With QQI Registered higher education providers whose registration has been valid for more than 5 years
  - With commercial companies
6. These partnerships may have any of the following objectives:
  - the development of new programmes that would not be possible by IADT alone but are synergistic with IADT's fields of expertise

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<sup>21</sup> In order to "grow student numbers through development of all our disciplines and practices so that we are a coherent Institute of Art, Design and Technology with a distinctive programme range, and to embed the critical thinking, design, digital and entrepreneurial skills necessary for employment and lifelong learning .... Explore opportunities for joint programme development and delivery with other education providers - further education and higher education and private training companies - nationally and internationally.", p.24

- the recruitment of students into newly developed collaborative programmes, at any stage
  - the recruitment of students into current programmes, at any stage where there is capacity
  - the implementation of strategies to reflect national policies on access, transfer and progression and the promotion of equity in access to higher education in IADT's areas of specialism
  - the generation of additional income
  - enabling IADT staff and students to gain exposure to new environments, facilities and context which would enhance core IADT educational provision
  - the enhancement of IADT's academic reputation
7. These partnerships may take place with any of the following characteristics:
    - With one or more than one partner
    - With partners in Ireland or abroad
    - For programmes leading to IADT awards
    - For programmes leading to awards of another awarding body
  8. For programmes leading to joint awards Partnerships will only take place in the broad context of IADT's areas of competence, but acknowledging that many partnerships will be ones of synergy. They may provide for the expansion of IADT's provision, may allow IADT access to additional facilities, additional potential student cohorts, may complement IADT's current provision, or may enhance IADT's academic reputation, etc.
  9. IADT's preferred model of collaboration is with a higher education institution or with a higher level professional educational and training institute which offers education and training in disciplines similar to or complementary to those of IADT.
  10. IADT will consider partnerships with private higher education providers whether for-profit or not-for-profit, provided the partner is a nationally recognised higher education provider within its own jurisdiction.
  11. This document does not cover Erasmus or similar exchange programmes, nor does it address work placement arrangements.
  12. Articulation arrangements for entry to programmes with or without advanced standing are not collaborative programmes as defined in this policy, but nevertheless they are encompassed in spirit and require appropriate quality assurance procedures which are to be captured in the associated Articulation Agreement. Appendix Nine provides a template agreement.
  13. IADT may engage in any transnational provision in the context of one of the partnership types mentioned in Section 2, Paragraph 5, including the establishment of joint awards with international higher education institutions.

## 2. Principles for Collaborative Provision (or joint provision)

IADT is committed to pursuing a policy of seeking educational partnership opportunities which relate to its strategy and mission and not being unduly risk adverse in their consideration. The Institute's intent is that it has high quality procedures which enable it to glean the right information by which good decisions can be made, being adequately informed to seize good opportunities as they arise.

14. IADT will only engage in collaborative and/or transnational provision which is in keeping with its stated strategy and any national directives.
15. IADT is responsible for all activities conducted in its name.
16. IADT is committed to maintaining clear governance structures and clear criteria for decision-making to enable the development of arrangements and maintaining appropriate institutional oversight of those arrangements.
17. IADT is committed to ensuring that learners pursuing collaborative programmes in Ireland or abroad receive an equivalent learning experience to that of learners studying at the home campus in Ireland.
18. IADT recognises that decisions to collaborate and to provide transnational higher education programmes often involve ethical considerations. The Institute is committed to respecting the human rights of its staff, learners and collaborators in all the environments in which they work.
19. Different partnership models involve the sharing or retention of responsibilities in different ways. The Institute is committed to ensuring that all partnerships will clearly define academic, awarding and quality assurance responsibilities as well as other legal and financial matters, reflecting the particular social and cultural contexts.
20. Where the partner is not a higher education institution, IADT shall retain full and total control of all academic and quality assurance matters.
21. IADT is committed to giving due consideration to the academic support, student well-being and general pastoral care of students in the establishment of partnerships and recording any associated arrangements in legal agreements.
22. IADT is committed to student representation on various decision-making bodies established in respect of all collaborative arrangements.
23. IADT will not sign exclusive agreements, whereby the Institute cannot enter into similar arrangements with another party for the term of the agreement.
24. IADT will not participate in collaborative transnational programmes which involve the provision of a programme (its teaching or assessment) in languages other than Irish or English.



25. IADT will maintain a coherent quality assurance system, which includes detailed approval processes, with clear criteria for decisions, to support the provision of collaborative and transnational provision.
26. IADT will endeavour to have streamlined processes which avoid duplication of work and decision-making. In particular where a programme is already in existence and formally validated, and there is an application for it to be converted to an IADT collaborative programme, IADT conducts an approval process which it calls a differential validation which only considers new matters: what has been demonstrated need not be demonstrated again, unless there is doubt in its regard or an undue amount of time has elapsed since a previous evaluation occurred, i.e. more than 5 years.
27. IADT will ensure as far as practically possible to have full information and knowledge about its potential partnerships and transnational provision, and will conduct a risk/opportunity assessment before it makes decisions to engage in a particular partnership.
28. IADT will not progress any collaborative programme unless it is underpinned by a legal agreement, signed by authorised persons which gives detail on the programme and its quality assurance.
29. IADT will not engage in any arrangement which may put learners in jeopardy of not receiving a quality education in an appropriate learning environment or of not being able to attain their award.
30. IADT is committed to periodic review of its quality assurance policies, its collaborative arrangements and its collaborative programmes.

### 3. Institutional Governance for Educational Partnerships, with flow diagram<sup>22</sup>

31. [As indicated at the outset] IADT operates under the primary legislation of the Institutes of Technology Acts 1992 to 2006, and the Qualifications and Quality Assurance (Education and Training) Act, 2012 . The Institute additionally complies with all relevant legislation (for example Freedom of Information, Data Protection, Safety, Health and Welfare, Employment and Equality legislation. The Governing Body, appointed by the Minister for Education and Skills, has ultimate responsibility for the management and control of the affairs of the Institute.
32. The Institute is required to operate in accordance with the principles of good governance and to comply with such guidelines and practices as deemed appropriate by the Department of Education and Science. The Comptroller and Auditor General (C&AG) audits the accounts

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<sup>22</sup> Points in this colour in this section of the document are extracted from approved Institutional documents, including the Quality Assurance Manual. They may not be included in this chapter when the Manual is presented as a full text, but only when the Chapter is being extracted to offer to a prospective partner. IADT's Quality Manual is available here: <http://www.iadt.ie/en/InformationAbout/IADTQualityManual/Thefile,1783,en.pdf>  
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of the Institute to ensure that funding granted by the State has been properly used for the purposes for which it was granted. The Governing Body has established an Audit Committee, which has oversight of the C&AG audit, the Internal Audit and the Institute's processes of checks and balances.

33. The Institute is subject to policies generally falling into the following categories:
  - External compliance policies (required by legislation, etc.)
  - Policies approved by Governing Body
  - Executive policies noted by Governing Body
34. Minutes of all meetings including Governing Body and its Audit Committee, and the Academic Council and its sub committees are published internally on the IADT document archive, accessible to staff of the institute. Agendas are circulated in advance of meetings.
35. IADT is committed to retaining appropriate oversight of all its business using the structures and mechanisms identified herein.
36. IADT has the following structure, a Governing Body, an accountable officer in the President, an Academic Committee with a range of sub-committees and a series of management teams.
37. In addition to the formal structures [identified], the Institute has established a number of groups to ensure the good management of the Institute. The schedule of meetings is prepared annually by the President.
  - Institute Executive [Executive Management Team]<sup>23</sup>
  - Institute Management Team
  - Academic Management Group
  - Health and Safety Committee
  - Space Planning and Utilisation Group: Teaching/Research Spaces
  - Partnerships Oversight Committee<sup>24</sup> (which is required to make periodic reports to the Audit Committee, a sub-committee of the Governing Body)

An overview of the Institute structure including membership of the Executive Management Team and the Institute Management Team is provided in the organogram on the next page.

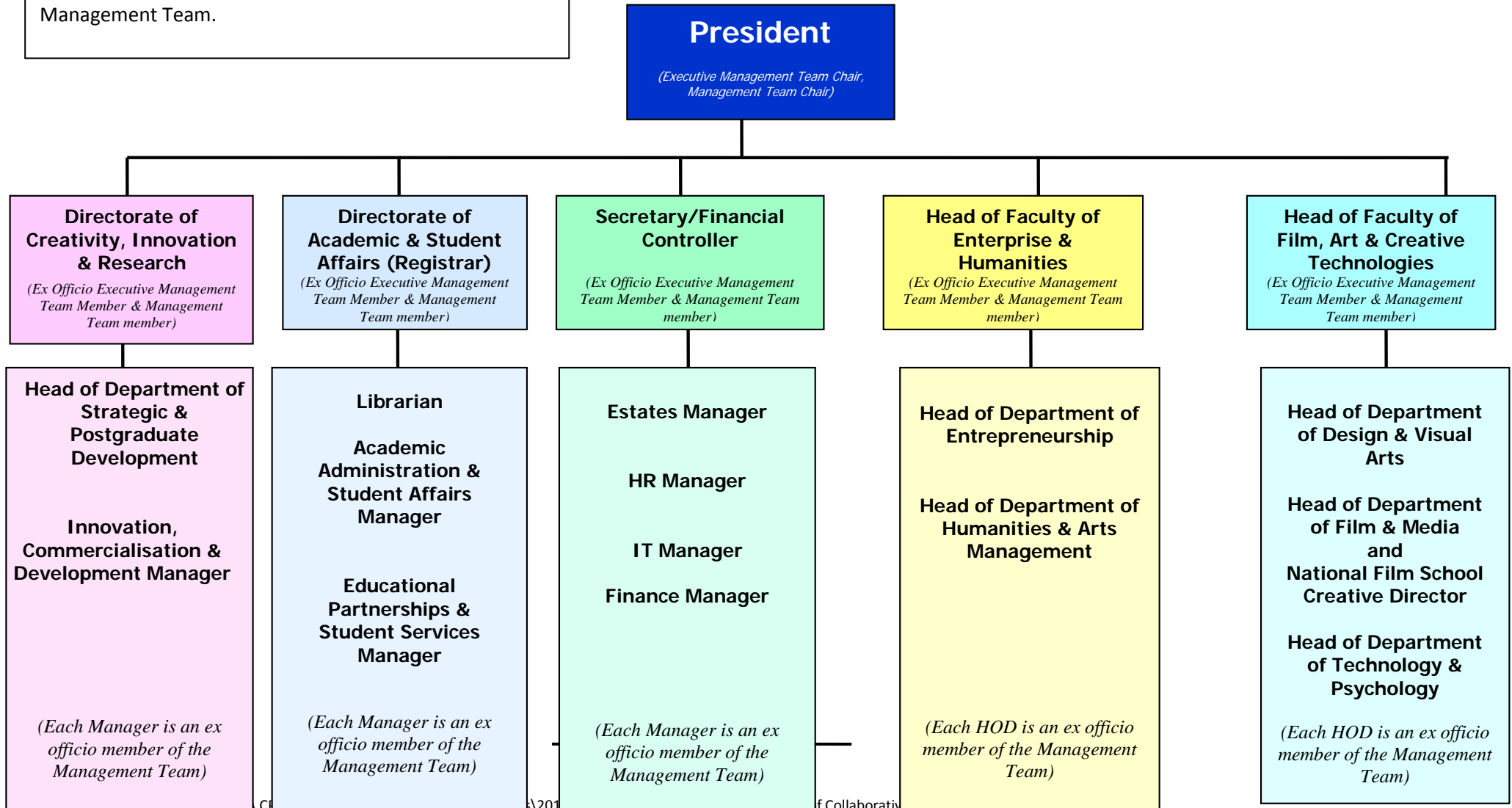
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<sup>23</sup> See paragraphs 52 and 53 for the membership and remit of the Executive.

<sup>24</sup> Newly established by this policy. See paragraphs 60-63 for membership, remit and responsibilities. This committee has its primary focus – the idea of partnership and opportunities arising from working in collaboration to provide programmes. It balances the assessment of educational opportunities and associated risks, coming to informed prudential decisions on behalf of the Institute. All such decisions are ratified at the appropriate levels of knowledge and decision-making.

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This provides an overview of the Institute general structure & indicates the membership of the Executive Management Team.







38. The **Governing Body** is a statutory body appointed in accordance with the Institutes of Technology Acts 1992 to 2006. Its composition is provided for in the Act. It consists of a Chairperson, seventeen ordinary members drawn from staff and representative organisations, and the President of the Institute.
39. The Governing Body is appointed for five years by the Minister for Education and Science, and is comprised of the following:
- Chairperson (1)
  - President (1)
  - VEC Nominees (6)
  - Staff of IADT (3)
  - Students' Union (2)
  - ICTU (1)
  - Other (5)
  - Five other members are nominated on the recommendation of Academic Council, to reflect the nature of the programmes at IADT.

Current membership of Governing Body is listed on the Institute website at <http://www.iadt.ie/en/InformationAbout/Corporate/GoverningBody>.

40. The Governing Body has reserved functions and so is not involved in the delivery of executive functions of the Institute. Its principal function is the management and control of the affairs of the Institute and all property of the Institute and the performance of functions conferred on the Institute by the Act. All records pertaining to the Governing Body are maintained by the offices of the President and the Secretary/Financial Controller. These include;
- Standing orders
  - Minutes of meetings
  - President's reports to Governing Body meetings
  - General correspondence and reports
41. The Governing Body manages and controls the affairs of the college, the property of the college and has overall responsibility for institutional policy. Its functions are listed in the Institutes of Technology Acts 1992 to 2006.
42. The Governing Body focuses on the overall direction and strategic management of the Institute. It has a formal schedule of matters specifically reserved to it for decision to ensure that the direction of the Institute remains within the scope of the IoT Acts. In this regard, it considers proposals presented to it by the President. Items falling within its remit include acquisitions and disposals, major investments and capital projects, treasury and risk management policy and approval of major contracts. It also ensures that the Institute is

fulfilling its strategic purposes, operating in accordance with its statutory obligations and that appropriate reporting systems are in place to support it in meeting its responsibilities.

43. The Governing Body meets once a month with the exception of July and August. Extraordinary meetings of the Governing Body are called if required, and that meeting schedule is agreed in advance.
44. The Academic Council is appointed by the Governing Body to assist it in the planning, co-ordination, development and overseeing of the educational work of the Institute and to protect, maintain and develop the academic standards of the programmes and activities of the Institute. The Academic Council is appointed in accordance with Section 10 of the Institutes of Technology Acts 1992 to 2006. The composition of the Academic Council is in accordance with the guidelines set out in Section 10 of the Institutes of Technology Acts 1992 to 2006.
45. The Academic Council has appointed the following 7 sub-committees which report to it:
  - Programme Validation Committee
  - Academic Planning, Co-ordination & Review Committee
  - Research & Development Committee
  - Library Committee
  - Teaching and Learning Committee
  - Quality Enhancement Committee
  - Student Experience Committee
46. Each Programme Board is also formally a sub-committee of Academic Council. Sub-committees can be appointed on both a standing and ad-hoc basis, as required, to address Institute-wide academic matters. All recommendations are presented to the Academic Council for adoption. Sub-committees consist of a chairperson, and the key stakeholders for the issue in question. This may include ordinary members of Academic Council, staff co-opted in as appropriate, and a representative of the student body. Each sub-committee agrees an annual work schedule with the Registrar and reports at least once each year to the Academic Council.
47. The role of the President (Director), who is the chief officer of the College, is described in the Institutes of Technology Acts 1992 to 2006 as follows:
  - The President of a college shall, subject to this Act, manage and direct the carrying on by the college of its academic, administrative, financial, personnel and other activities and for those purposes has such powers as are necessary or expedient.
  - In performing his or her functions the President shall be subject to such policies as may be determined from time to time by the Governing Body and shall be answerable to the Governing Body for the efficient and effective management of the college and for the due performance of his or his/her functions.
  - A President may delegate any of his or her functions to another member of the staff of the college, unless they are delegated to the President subject to the condition that they



shall not be delegated further; that other member shall be answerable to the President for the performance of those functions.

- Notwithstanding any such delegation, the President shall at all times remain answerable to the Governing Body in respect of the functions so delegated.
- A President shall not hold any other office or position without the consent of the Governing Body.
- A President shall be entitled to be a member of, and preside over, any and every committee appointed by the Governing Body, except where the Governing Body with the concurrence of An tÚdarás decides otherwise.
- A President shall be entitled to be a member of the Academic Council and, if present, shall preside at all meetings of that Council; he or she shall be entitled to be a member of every committee established by that Council.
- Unless he or she resigns, retires or is removed from office, a President shall hold office for a period of 10 years.
- A President shall, whenever required to do so by the Committee of Dáil Éireann established under the Standing Orders of Dáil Éireann to examine and report to Dáil Éireann on the appropriation accounts and reports of the Comptroller and Auditor General, give evidence to that Committee on —
  - the regularity and propriety of the transactions recorded or required to be recorded in any book or other record of account subject to audit by the Comptroller and Auditor General that the college is required by this Act to prepare,
  - the economy and efficiency of the college in the use of its resources,
  - the systems, procedures and practices employed by the college for the purpose of evaluating the effectiveness of its operations, and
  - any matter affecting the college referred to in a special report of the Comptroller and Auditor General under section 11(2) of the Comptroller and Auditor General (Amendment) Act 1993, or in any other report of the Comptroller and Auditor General (in so far as it relates to a matter specified in subparagraph (a), (b) or (c)) that is laid before Dáil Éireann.
- A President, if required [...] to give evidence, shall not question or express an opinion on the merits of any policy of the Government or a Minister of the Government or on the merits of the objectives of such a policy.
- From time to time and whenever so requested, a President shall account for the performance of a college's functions to a Committee of one or both Houses of the Oireachtas and shall have regard to any recommendations of such Committee relevant to these functions".

- The President is, ex officio, a member of the Governing Body and of Academic Council and is entitled to be a member of any sub-committee established by them. The President, if present, presides at Academic Council meetings.
- The President participates in the Council of Directors of Institutes of Technology which acts to promote the sector and to establish common policy and procedure and acts collectively on Industrial Relations matters.

48. The Registrar is responsible for inter alia:

- Creation, retention and maintenance of data relating to the registration and examination performance of students, programme validation and content
- The admission, registration and deregistration of students
- The management of examinations
- The promotion of quality assurance and liaison with accreditation bodies
- The provision of student services: counselling, access, career guidance, health, learning and financial supports, sports and culture,
- Supporting the business of Academic Council
- Freedom of Information
- The provision of the library services
- The provision of student affairs including discipline
- Liaison with the Student Union
- Post-primary Schools liaison and programme promotion
- The Registrar participates in the Council of Registrars, which acts to promote good practices and consistency, in areas pertaining to the Registrar's role across the sector

The Registrar reports to the President.

49. The Head of Faculty has a critical role to play in promoting and implementing programme policy, both at school level and within the Institute strategy framework. In guiding the academic direction of the school, a Head of Faculty will;

- Assist in the development of Institute strategy, by contributing to and promoting the Institute's profile as a centre for innovation and creativity, and ensuring the Institute is well positioned to meet the current and future academic needs of students
- Provide visible leadership in the school, while fostering inclusive team management, which acknowledges the contribution and achievements of staff.
- Play a major role in developing and maintaining a high standard of programme content and delivery, and implement effective quality measurement and tracking systems
- Advise and assist in the recruitment of staff. An effective Head of Faculty will identify and develop talent, encouraging professional development of staff through mentoring and skills development
- Manage staff, facilities and finance resources within the school.

The Head of Faculty reports to the President.

50. The Head of Department plays an important role as a two way communication channel, dispensing department views across the wider Institute, while transferring Executive [Management Team] decisions and policies back to department staff. A Head of Department will;

- Manage the department efficiently
- Lead and manage the academic programmes of the Department
- Advise on and implement quality assurance procedures
- Direct and supervise the work of Department staff
- Advise and assist with the recruitment of staff
- Help to promote the Department, Faculty and Institute

The Head of Department reports to the appropriate Head of Faculty.

51. The Secretary/Financial Controller is responsible for inter alia:

- The legal affairs of the Institute
- Institute Health & Safety requirements
- Financial Management of the Institute
- The Human Resources Services, including Recruitment, IR and Staff Policies
- Estates and Facilities Management
- ICT Services
- Insurance matters
- General Institute Administration
- Secretariat services to the Governing Body

The Secretary/Financial Controller reports to the President.

52. The Executive Management Team (EMT) is composed of the following persons:

- The President
- The Registrar
- The Secretary/Financial Controller (S/FC)
- Head of Faculty of Enterprise And Humanities
- Head of Faculty of Film, Art and Creative Technologies
- Director of Creativity, Innovation & Research

53. The Executive Management Team will have primary responsibility for Institute wide matters relating to:

- Strategic planning and implementation
- Setting goals and monitoring performance
- Key operational issues, including resource planning and allocation
- Policy and procedures (excluding those areas that fall within the remit of Academic Council)



54. The Executive Management team will be a primary channel of communication between the major functional areas that fall within the remit of the individual members. The Executive Management team will report to the Governing Body, or to Sub Committees of Governing Body as appropriate, through the President or his/her nominee. Recommendations requiring approval of the Governing Body will also be made through the President.
55. Decisions will normally be arrived at by consensus. Where consensus cannot be achieved, the President will make a decision having regard to all points of view expressed. Where an urgent decision is required in case of an item that would normally be considered by the Executive Management team, the President will seek to convene an extraordinary meeting or, if that proves to be impossible, will, in consultation with the relevant Head(s) of Function make such decisions as are necessary and will advise the Team at the next meeting.
56. Items presented for Executive [Management Team] consideration and decisions should have gone through the appropriate consultative procedures within the relevant functional areas.
57. Day to day operational matters will not be dealt with at the Executive [Management Team] meetings.
58. The work of the Executive Management Team will be undertaken in a confidential manner. It will be the responsibility of each member of the Executive [Management Team] to communicate decisions of the Team as agreed and to ensure effective implementation within their own area(s).
59. The Terms of Reference and Standing Order will not detract from the statutory function of the President. The President reserves the right, having consulted with the members of the Executive Management team, to discontinue these arrangements or to vary the Terms of Reference and the Standing Orders from time to time.
60. As indicated in **Section Two, Paragraph 37, IADT** has established a Partnerships Oversight Committee. This Committee has a specific role in advising on decisions to be made in respect of partnerships and collaborative programme development. It is a central committee of the Institute, appointed by the President.
61. It is composed of the following members, as appointed by the President.
  - 4 Academic Staff
  - 2 Student Representatives
  - Member of the Executive Management Team The Secretary/Financial Controller or his/her nominee
  - The Educational Partnerships and Student Services Manager
  - A member of the Directorate of Creativity, Innovation & Research
62. The Partnerships Oversight Committee is responsible for:
  - Liaising with the Secretary/Financial Controller on the Institute Risk Register and the standing heading therein on Partnerships and Collaborative Provision
  - Reporting at least twice yearly to the Audit Committee of the Governing Body on current partnerships



- Preparing an annual summary report for the President on IADT partnerships and work associated with them. This report will be shared with Executive Management Team, Academic Council and the Governing Body
- Determining the extent of the Due Diligence enquiries required in respect of prospective partners, or a new programme type under an existing partnership
- Establishing a Memorandum of Understanding between the Institute and its potential partners to govern the full Due Diligence enquiries to be undertaken, if such an MOU is not already in place.
- Appointing a 2-3 person Due Diligence Team (where relevant utilising the Institute Procurement Policy)
- Assessing the findings of the Due Diligence Team and conducting a Risk-Opportunities Assessment
- Advising the President, Executive Management Team of the outcome of the Risk-Opportunities Assessment and making a recommendation for consideration by the Executive as to whether the proposal should or should not be progressed further
- PVC advises the relevant parties to initiate programme development and legal agreement development if relevant
- Recommending to the President and Executive Management Team the approval of a Financial plans for new collaborative programmes or their further investigation
- Reviewing annual reports from the respective Relationship Management Teams and taking action or advising relevant authority of action required, or information relevant authorities of relevant updates
- Establishing monitoring groups as relevant for various projects or partnerships

63. The Partnerships Oversight Committee rotates the role of the chair between the members. Decisions are made by consensus. Where consensus is not possible the matter is referred to the President for adjudication.



**64. A Flow Diagram for the Approval Process for a collaborative programme or joint programme.**(see Section 2, Paragraph 65 for descriptive text).

**SEE ATTACHED PDF**

This is flow diagram provides the basic model by which decisions are made for the establishment of collaborative arrangements in IADT. Flows for the establishment of Articulations will not have the same detail, and will not lead to the validation of a programme. Flows for the establishment of Joint Awards will be guided by dialogue with the other awarding partners, but will typically follow a similar path. Also such arrangements will involve formal decisions by authorised decision-makers and result in legal agreements.



65. Steps in Flow Diagram (Note, the actual procedure and detail underpinning these steps is provided in the procedure section. This is merely an overview of the steps involved.)

- An idea originates somewhere in the organisation
- The proposer obtains approval from his/her head of department/faculty to develop an initial proposal application
- The proposer prepares an initial proposal application (See template in Appendix Two)
  - Name of proposed Partner(s) and evidence of the legitimacy of the partners (Company Registration details/Institutional nature/standing/legal capacity to enter the proposed arrangement)
  - Detail of the proposed partnership and associated collaborative programme in no more than 100 words, to include clarity on a) the awarding body(s); b) and the counting of students for national returns
  - Where a partnership is already in existence, but the proposed programme collaboration is a new model, detail on the model
  - Broad indication of resources, a preliminary business plan
  - Indication of fee level, fee distribution, student registration status and HEA returns
  - Evidence that the proposal is in line with IADT strategy
  - Costing for the Due Diligence Required (see DD template in Appendix Three)
  - Proposed time-line for the development of the arrangement
  - Evidence that the proposal is legally possible (see DD template in Appendix Three)
- Executive Management Team considers and makes initial decision – outright rejection leading to termination of proposal or
  - If No, return to proposer for refinementor
  - If Yes, Partnerships Oversight Committee considers proposal
- POC appoints a due diligence team to investigate the proposed partner and possible legal arrangements with that partner to enable the programme proposed.
- This team arranges for the signing of a Memorandum of Understanding which sets the framework for discussions between the parties. (See Template in Appendix Five)
- The DD Team conducts its research and compiles a report including therein a risk and opportunities assessment (see appendix four) and a recommendation to the Partnerships Oversight Committee on whether to proceed or not.
- The Partnership Oversight Committee recommends to the President and Executive whether progress or not explaining the recommendation & whether it is in line with IADT strategy
- Where Executive subsequently decides to progress the proposal this decision is noted by Governing Body through the President's update
- If yes, a memo is prepared for PVC



- PVC will advise idea owner establish a programme development team in consultation with the partner as appropriate and commence discussions on a draft legal agreement to govern the collaborative provision envisaged, taking due consideration of requirements where a joint award is envisaged
- The President advises Governing Body in his/her oral report of the decision
- Idea owner establishes dialogue with the partner on the drafting of a legal agreement between the partners.
- A joint programme team is established with representatives from all the parties to prepare a detailed programme proposal
- Where a proposed programme is to be jointly validated and jointly awarded the process from this stage onwards must be collectively agreed between the partners. It is anticipated the steps will be similar to below.
- Where an IADT only award is envisaged, proposed programme documentation and legal agreement prepared for an independent evaluation panel. Legal advice is sought on agreement, and early versions can be sent to POC for advice. Final documents sent to PVC for processing. Ideally a similar model is adopted where a joint award is envisaged.
- An independent expert peer review panel is established to consider **both** the proposed programme **and** the legal agreement and makes recommendations on both. Where a joint award is envisaged, this is a process which must occur.
- If a peer review panel does not recommend validation, the process ends or goes back to the Collaborative Programme Development Team for revision.
- If yes, goes to Academic Council a formal decision/recommendation.
- AC makes a decision.
- Where a programme leading to a joint award is being validated, the degree is not validated until all decision-making bodies at all partners have approved the programme
- If yes, goes to Governing Body for a final decision. If no, go to point 24.
- If yes, a Memorandum of Agreement is signed and the programme is launched.

### *Due Diligence*

66. IADT conducts comprehensive due diligence before it enters any relationship. The Institute researches the potential partnership environment, obtains full and clear information in order to take decisions about the risks and merits of a particular partnership and any particular model of provision, e.g. a joint award is a different context to joint provision only. The nature of the due diligence is appropriate to the type of potential partner (there will be a difference in scope between that undertaken in respect of an Irish Institute of Technology and that undertaken in respect of a foreign, training institute for example.)

67. Elements of due diligence may need to occur in two stages, at initial engagement stage and subsequently during the development of a specific programme, where additional factors may require consideration.
68. A Risk and Opportunities Assessment is conducted to help inform the decisions to be taken.

### *Legal Agreements*

69. IADT typically utilises four different types agreements in the establishment of its collaborative (and related) provision:
- A Memorandum of Understanding
  - A Memorandum of Agreement which may take the form of a
    - Consortium Agreement
- or
- Joint Awarding Agreement
  - An Articulation Agreement, for the enrolment of students in the context of dedicated inter-institutional relationships<sup>25</sup>

### *Purposes of Agreements*

70. A Memorandum of Understanding (MOU) is a light touch agreement by which the parties agree to work together to consider the possibility of developing a formal relationship for the provision of one or more collaborative programmes. It is an overarching framework which enables thorough due diligence to be conducted. Other terminology may be used to describe such an agreement, e.g. Dialogue Agreement, Letter of Intent, etc.
71. A Memorandum of Agreement, a generic term for a binding legal agreement, is a significantly more substantive legal agreement whereby the parties commit clearly, with defined responsibilities to engage in a particular arrangement together. It can take two forms. Either the establishment of a Consortium Agreement where the collaborative programme(s) to be provided will lead to an IADT award,<sup>26</sup> or the establishment of a Joint Awarding Agreement where there is more than one awarding body<sup>27</sup>.
72. Typically a Consortium Agreement has provision as its focus; a Joint Awarding Agreement has the establishment of a joint award and the setting of an award standard, as well as provision.

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<sup>25</sup> Definition of Articulation refers. See Section 1, paragraph 12.

<sup>26</sup> As indicated in the scope this document does not refer to collaborations for research programmes. IADT has delegated authority for provision of taught programmes up to Level 9 on the NFQ.

<sup>27</sup> Where the terms consortium agreement or joint awarding agreement are used, it should be noted they fall into the category of an MOA. Z:\Educational Partnerships\QA CP TP\IADT QA Section\Approved QA Docs\2015 05 18 Version 2 of Quality Assurance of Collaborative Programmes.docx

73. In either instance detail on the validation process is required, as well as the monitoring, review and revalidation processes for the collaborative programme. Programme specific information may be placed in an appendix in order to allow a Consortium Agreement to provide an overarching framework for collaboration, but to allow the addition of programmes without its renegotiation.
74. Where a Consortium Agreement establishes a context for the collaborative provision of an IADT programme with a partner or partners, primary responsibility will always reside with IADT irrespective of the degree to which certain functions are shared or managed by a partner. IADT remains wholly responsible for all collaborative programmes leading to IADT awards.
75. The legal agreement or suite of complementary legal agreements to be established shall always include details on quality assurance procedures for the monitoring and review of collaborative programmes and the monitoring and review of the agreements themselves.
76. IADT is committed to ensuring that bespoke monitoring and review processes are established in respect of collaborative programmes.
77. **IADT notes** that the joint awarding agreement which specifies the arrangements for the making of awards will normally include, amongst other things, details on
  - the format of the award parchment
  - the conferring process and procedure
  - the assignment of credit to the programme
  - the issuing of the European Diploma Supplement
  - the permanent and secure archiving of records concerning graduates and their awards.
- 78.
79. IADT's affirms that its responsibility for a programme leading to a joint award is in no way diminished by the award being joint. The principle that that a provider is always responsible for its own provision and its own awards, even where an award may be a joint award and IADT is not involved in all teaching, is central to legal agreements and the assignment of responsibilities.
80. An Articulation Agreement shall be established with all partners for whom a dedicated entry route has been established, from a particular feeder programme. Such Agreements shall include periodic review mechanisms to ensure that the articulation between the source programme and the progression programme are appropriately maintained.
81. Some Articulation Agreements grant automatic access to an IADT programme from a feeder programme in a partner institution. Other Articulation Agreements grant the right to be individually considered for a place on an IADT programme.
82. Persons authorised to sign a Memorandum of Understanding may sign an Articulation Agreement. See Appendix Nine for a sample template.



#### 4. Educational Representatives & Agents

83. In keeping with institutional strategic objectives to increase its number of educational partnerships and to increase student recruitment from various parts of the world, IADT may engage third parties, such as brokers, facilitators, Agent or recruiters to assist in this process. Such Agents act as intermediaries between the Institute and potential students and shall be referred to as *agents* in this document.
84. Agents may offer the following services: providing information, advice, support to potential applicants. They may also offer assistance in making an application to IADT, applying for a visa, attaining accommodation in Ireland etc. They may also act as a liaison with potential partner institutions. However no appointed third party shall be involved in the provision of educational services.
85. In appointing such Agents IADT is committed to ensuring that prior to appointment sufficient reliable information is obtained on the standing and past performance of a prospective representation. The financial and legal status, as well as the reputational standing, are to be considered. Amongst other sources, information may be obtained from Irish government offices based in that country and from other Irish higher education providers who have worked in that country and from other Irish institutions working with that Agent.
86. There will be a written agreement appointing any Agent which defines the role, duties, responsibilities of the Agent. It also includes monitoring, review, renewal, arbitration and termination provisions. It specifies the financial arrangements and the legal jurisdiction under which disputes would be remedied. If the Agent is employed by a partner provider, then the other partners approve the contents of the contract relating to recruitment to their (shared) programmes.
87. On appointment any appointed Agent shall receive induction and guidance on entry requirements for the programmes to which they are recruiting and associated policies and procedures. Final decisions on entry to the programme are at the discretion of the sole or partner providers, and this shall be specified in the Agent Agreement.
88. The Institute shall ensure that the activities of the Agent are monitored regularly with review arrangements specified in order to ensure that the specified obligations are fulfilled fully. Specific consideration shall be made that the Agent's interests do not conflict with those of any of the sole or partner provider(s).
89. Institute staff approved to sign a Memorandum of Understanding may sign an Agent Agreement. See Appendix Ten for a sample template.

### Section 3 Procedure to establish a Collaborative and/or Transnational Programme and Partnership, including those leading to joint awards

This section describes how IADT engages in collaborative and transnational provision.

#### Overview of Content

1. **Quality Assurance Procedures**
2. **Joint Awards**
3. **Overview of Key Stages in the Establishment of a collaborative programme**
4. **Procedures for Approving Relationships and Programmes including those leading to a joint award**
  - a. *How to initiate a proposal to develop a relationship and an associated collaborative programme*
    - i. *Faculty Approval of Idea*
    - ii. *Executive Approval with due regard to resourcing*
    - iii. *Programme Validation Committee Outline Approval*
  - b. *Due Diligence regarding proposed partners and proposed project*
    - i. Memorandum of Understanding
    - ii. Full Approval to Develop Programme and Agreement
  - c. *Approval of Collaborative Programmes*
    - i. Approval of new programmes and legal agreement (validation)
    - ii. Approval of existing programmes in new contexts (differential validation) and legal agreement
5. **Management of approved collaborative programmes: monitoring and review mechanisms (for all collaborative programmes leading to IADT awards)**
  - a. *IADT Monitoring & Review Processes for Partnerships*
  - b. *IADT Monitoring & Review Processes for Collaborative Programmes*
  - c. *External Examining*
  - d. *External Reviews*
6. **Legal Agreements**
  - a. The Procedure for establishing an Agreement



## 1. Quality Assurance Procedures

- 1 This part of the manual describes how partnerships and collaborative programmes will be established by IADT. Given that each relationship and its associated collaborative programme(s) is unique, there may be variations in the process from instance to instance. However in all cases there will be no deviation from matters set out as policy in section one of this document.
- 2 The quality assurance procedures set out in this document apply to all collaborative programmes involving IADT that lead to the making of higher education awards, including transnational programmes. This policy applies in instances where the awarding body is IADT, where awards are made jointly by IADT and another awarding body<sup>28</sup>, or where awards are made jointly with another awarding body in respect of a programme provided by IADT in collaboration with another party.

## 2. Joint Awards

- 3 The procedure for the establishment of a joint award is intrinsically linked to the policies and procedures of the awarding bodies involved and will of necessity be a somewhat bespoke process for all parties.
- 4 However in the instance of a proposed joint award arising from a collaborative programme IADT will implement the IADT collaborative procedures (steps 1-10) on the flow diagram (Section 2, Paragraph 64) in full and then use flow diagram steps 11-26 as a guideline where roles and responsibilities and processes may be distributed across parties.
- 5 In the instance of a transnational collaboration leading to a joint award, the process is the same as for a national collaboration, though the required due diligence, legalities and complexities are greatly enhanced.
- 6 Under the Qualifications Act, QQI is responsible for determining Award Standards. It is in this context that a standard for a joint award must be established in respect of each joint award, and a programme subsequently validated against this standard. This is established in a Joint Awarding Agreement.
- 7 The Standard for a joint award is one of the key elements in its establishment. An Award Standard must meet the National Framework of Qualifications (NFQ) Level and in all cases where it is mapped to different frameworks and additional different standards of other awarding bodies the highest common denominator shall apply.
- 8 The procedure adopted by IADT for the development, approval, monitoring and review of a collaborative programme is the model that the Institute should like to employ where possible in respect of the development programme to lead to joint awards. It is understood however that different awarding bodies may have preferences for other development and approval processes, and may have additional criteria to be considered in the establishment of joint awards and in the validation of collaborative programmes to lead to such awards.

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<sup>28</sup> i.e. authority has been delegated.



- 9 IADT in a spirit of openness and partnership and interest in learning other models of good practice is happy to adopt an alternative approval,(re)validation process in consultation with the relevant awarding bodies, provided said process involves:
- Some significant elements of independent and external peer review of the programme and of the partnership should occur both at initiation and during periodic review
  - Experts appointed to evaluate must be independent of the parties
  - Experts appointed to evaluate must have competence in the matters being evaluated
  - Reports of evaluations and reviews must be published on partner websites
  - All programmes shall have an external examiner or an equivalent
  - There is clear certification of student learning with clear allocation of credit taking into consideration national policies on credit and issues relating to ‘double-counting’.
  - Entry requirements are fair and transparent and clearly stated
  - Programmes have clearly expressed learning outcomes which are assessed fairly, reliably, validly
  - There is agreement from the parties to participate in any national quality review process which is instigated by QQI
- 10 Where practical there should be dialogue on whether in development, approval, monitoring and review a single process can accommodate multiple requirements of different awarding bodies.

### 3. Overview of Key Stages in the Establishment of a collaborative programme<sup>29</sup>

- 11 Key steps in developing a partnership. The following steps are sequential where a positive decision is attained at each step. This **does not** detail the way at each step that the process may terminate.

#### *Overview*

- Initial permission is sought from the Executive Management team to pursue the idea. If granted the proposal is then considered broadly by the Partnerships Oversight Committee to ensure that the proposed programme is in keeping with Institute strategy and there are no prima facie viability issues. These initial approvals are advised to the GB, through the President’s update, and the detailed due diligence is undertaken before a programme or partnership is further developed.
- The Partnership Oversight Committee establishes a due diligence team and manages the process looking at the proposed partner in great detail and the proposed project in some detail – including an assessment of viability. The project (if recommended to progress) is examined in final detail during a programme validation which also considers the legal agreement.
- Where a positive recommendation is made to Executive I by POC, and Executive authorises the progression of the project, the programme proposer is advised to proceed with the

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<sup>29</sup> As indicated in X, IADT shall not engage in transnational provision unless is as part of a collaborative arrangement. Therefore these procedures encapsulate procedures for transnational provision.  
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development of the programme and agreement, through PVC, ensuring a validation event with peer review

→ Finally approval is granted by AC and GB, and where a collaborative programme is intended to lead to a joint award, any equivalent decision-making body.

### **In steps**

- a) Seek Executive Management Team approval to consider partnership (then sent to POC by Registrar)
- b) Partnership Oversight Committee establishes a due diligence team
- c) POC ensures a Memorandum of Understanding is signed with prospective partner(s) if not already in place via the Head of Faculty or other authorised signee
- d) The due diligence team investigates the partner(s) and proposal and makes a report to the POC
- e) The Partnership Oversight Committee makes a recommendation and prepares a report detailing its recommendation for the attention of the Executive in light of the due diligence and opportunities and risk assessment undertaken.
- f) The Executive makes a decision. A positive decision leads to the steps below.
- g) A programme development team is appointed – in consultation with the partner as appropriate, considering whether the proposed programme is intended to lead to a joint award and a submission is made to PVC.
- h) Where PVC approves the proposal he programme development team develops a) collaborative programme and b) legal agreement (i.e. an MOA in the form of either a Consortium Agreement or a Joint Awarding Agreement) (Sends to Registrar's Office who liaise with PVC)
- i) An independent peer-review team considers both documents as part of a validation process. This is an IADT requirement including where the programme is intended to lead to a Joint Award(Registrar's Office)
- j) Recommendations are considered by Academic Council and any equivalent body in a partner organisation where a joint award is envisaged (sent by Registrar's Office). Where a programme is intended to lead to a joint award, a programme is not deemed validated until all parties approve it.
- k) The decision to sign a formal Memorandum of Agreement with a partner organisation, whether for the provision of a collaborative programme leading to an IADT only award, or a joint award, is ratified by Governing Body (sent by President)
- l) Memorandum of Agreement is signed (President) and
- m) Collaborative programme commences (Faculty and Registrar)
- n) Monitoring and review mechanisms are initiated as detailed in the Memorandum of Agreement (Faculty and Registrar)

### 3. Procedures for Approving Relationships and Programmes where an IADT Award only is made, and Guidelines for Approving a Programme which is to lead to a joint award

#### *How to initiate a proposal to develop a relationship and an associated collaborative programme*

- 12 The idea owner seeks oral authorisation from his/her Head of Department to formally initiate a collaborative programme proposal process.
- 13 On receipt of authorisation the idea owner prepares an initial proposal form (see appendix two) and submits it to a meeting of the Executive Management Team for initial consideration, via his/her relevant head of Faculty. (In situations where there are time constraints such a meeting of the Executive Management Team may be an incorporeal meeting.)
- 14 The Executive Management Team makes a decision in its regard. Criteria for these decisions are:
  - i. The proposal is viable. I.e. The provisionally identified resource implications can be supported by the Institute – both to conduct the investigation/due diligence and to run the programme fully<sup>30</sup>. This consideration looks at fee income, its distribution across partners, student registration, HEA returns, etc.. This provisional approval by EMT is just an initial finding – it must be confirmed post full due diligence when full information is available<sup>31</sup>, and also during the validation process. This is because as the process proceeds either new information becomes available and/or the proposal is modified).
  - ii. The proposal is broadly within the scope of the Institute’s strategy
  - iii. The work required to develop, and support this proposal should it attain full approval, is in keeping with immediate priorities of the Institute
  - iv. A clear potential benefit to the Institute is evident
  - v. There is clear evidence that the proposal is legally, technically possible (e.g. that the proposed partner has the authority to do what is proposed; that it is legally possible for IADT to work in the jurisdiction identified; etc.)

Where a negative decision is made a memorandum of decision is prepared for the idea owner indicating the reasons why authorisation to pursue the project has not been granted. Where permission to proceed is given, the Executive Management Team forwards the initial proposal to the Partnerships Oversight Committee for its initial consideration.

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<sup>30</sup> A sample cost model which is not mandatory, but project proposers may find useful is in Appendix Eleven

<sup>31</sup> The decision is made by the POC on behalf of the Executive.



- 15 Where the Partnerships Oversight Committee<sup>32</sup> receives an initial proposal form, it convenes a meeting of the committee at the earliest time available.
- 16 The POC considers – *is the proposed provision is in keeping with the Institutional Strategy?*
- 17 At the meeting of the POC, it establishes if it has sufficient information from the initial proposal form (see appendix two) to conduct the business of the POC. When it has sufficient information it:
  - i. Decide the scope of the due diligence enquiries required around the partnership or a new type of programme under an existing partnership
  - ii. Confirm that an appropriate budget is in place with the Head of Faculty and Secretary/Financial Controller (S/FC)
  - iii. Ensure a Memorandum of Understanding is in place, putting one in place where it does not already exist
  - iv. Appoint a two-three person team to conduct the enquiries
  - v. Consider whether the professional services of a lawyer or accountant is required at this stage, or whether such a decision can only be made following initial enquiries

#### *Due Diligence regarding proposed partners and proposed project*

- 18 The two person team shall not be drawn from the Department making the proposal. Any lecturer or member of the management team or member of staff with relevant professional expertise, e.g. from the Finance Department, may be appointed to a Due Diligence Team<sup>33</sup>. The nominee's line manager shall be consulted prior to inviting a member of staff to join a team. In certain circumstances an external nominee may be appointed, where a particular expertise is required. This is conditional on there being an appropriate budget.
- 19 The Due Diligence Team studies the initial proposal and the proposed partner's self-assessment and considers it in light of the areas in the Due Diligence Check List (see appendix three). Some key actions take place to enable this:
  - a. The DDT arrange for the establishment of a Memorandum of Understanding (where it is not already in place) (see appendix five) to enable the due diligence enquires to take place in a mutually respectful and transparent environment.
  - b. A full list of information required to be shared between the parties is prepared, inserted into the MOU and the MOU is signed. The proposed partner shall prepare the information to be shared in the form of a self-assessment with appendices. Any member of the Executive Management Team, the Chair of the Partnerships Oversight Committee, any Head of an Academic Department or the Educational Partnerships and Student Services Manager may sign a Memorandum of Understanding.

<sup>32</sup> Section 2, paragraphs 60-63 specify the membership and remit of the POC

<sup>33</sup> IADT makes available training for participation in such activities to all its staff

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- As part of this IADT has prepared a general summary of its institutional standing and context which it makes available to its potential partner at the outset of potential partnerships. A Memorandum of Understanding may have been signed by one of the authorised signatories on initiation of discussion about the proposed project. This may have preceded consideration of the project by the POC.
- The requirement prior to the signing of a Memorandum of Understanding by an authorised signatory is that the signatory has taken reasonable actions to ensure the minimum legality of the proposed applicant and the project , i.e. satisfied themselves of the following and be able to produce evidence to support the judgements made:
  - i. That the proposed partner is a known and recognised legal entity in its jurisdiction
  - ii. that its operating location clear and known and that its offices have been visited
  - iii. The other party has met with an IADT member of staff
  - iv. Initial checks have been made by the IADT signatory that the other party is a) engaged in activity relevant to IADT's remit; b) a legitimate entity
  - v. The proposed collaboration is in the view of the IADT signatory consistent with IADT partnership strategy
  - vi. It has been established what authority the signing party has to sign documents and what their standing and authority in the other organisation is
- c. In the instances where a Memorandum of Understanding is signed prior to Institutional approval of the initial proposal. In these instances, at the establishment of the DDT that team consider if the MOU requires amendment. In any case no transfer of information shall occur prior to formal initial approval. (See paragraph 8 of the MOU.)
- d. The DDT shall always make at least one if not more visits to the proposed partner's location and also to the location of the provision if it is different. (A specific assessment of the appropriateness of the learning environment, and student supports is made during the validation of a programme.)
- e. On collation of the information received under the MOU, the DDT considers what information it needs from additional sources and what triangulation needs to take place in respect of the information received directly from its partner, e.g. direct enquires with the companies registration office, accreditation agencies, professional bodies, statutory or voluntary regulatory bodies, etc..
- f. On completion of the additional checks and triangulation, the DDT decides if it can proceed to conduct the Risk and Opportunity Assessment, or whether external expertise is required to investigate some aspect of the proposal. Where

the latter is required the DDT prepare an interim report with this recommendation for consideration by the POC.

- g. In this context the POC considers the interim findings and decide whether external expertise is required. Where it is, they prepare a clear specification of what is required, secure the funding and the standard IADT procurement process is implemented.
  - h. When the appointed external parties conclude their portion of the investigations, their report is considered by the DDT. The DDT then prepares a final report for the POC with their combined considerations and risk and opportunities assessment.
- 20 On receipt of the final report with its risk and opportunities assessment the POC convenes a meeting and considers whether the proposed project should proceed or not. Where a positive recommendation is received from the DDT, they consider:
- a. The impact of the proposed project on IADT – academic; quality assurance; resources; student experience; legal; reputation; financial.
  - b. That with the additional information provided by the DDT it can be confirmed that the proposed project remains within the Institute strategy
  - c. That the resources are available to enable the project to be undertaken and sustained on an on-going basis
  - d. That potential students on the proposed project would receive an equivalent experience to those on the home IADT campus
  - e. That there is a clear rationale for the project and it is clearly of benefit to IADT
  - f. That the risks have been adequately identified and addressed

Where a negative recommendation is received, the reasons for the recommendation are carefully reviewed to ensure they are accurate, thorough and reasonable.

- 21 The POC makes a recommendation to Executive based on its consideration of DDT report in light of the criteria specified, it prepares a short memorandum documenting its decision and sends it, along with the full report to the Executive Management Team.
- 22 Executive considers the recommendation and where a positive decision is taken at Executive PVC is advised and the idea owner is requested to establish a Collaborative Programme Team, which would look at the development of a programme and the establishment of a consortium agreement to govern the provision of the collaborative programme. Any issues raised by the DDT or the POC which are perceived to require specific consideration or action during a programme validation or consortium agreement establishment process are clearly identified in the covering memorandum.

#### *Approval of Collaborative Programmes: Approval of new programmes (validation)*



For the approval of collaborative, including transnational, programmes leading to an IADT award a version of the standard IADT programme validation model is used as described here.

- 23 With the approval of PVC, a Collaborative Programme Team and a Relationship Management Team(s) are established. They will undertake the detailed research, development and drafting process required to prepare:
  - a consortium agreement which shall detail the quality assurance procedures for the consortium and the programme (see appendix six for detail on items to be included)
  - a self-evaluation in respect of the collaborative programme proposed
  - the collaborative programme documentation including the programme assessment strategy
  - all other collaborative programme specification documents to meet the requirements of the Institute and QQI and any other relevant awarding body
- 24 In the context of a transnational validation they will establish what accreditation or licensing (if any) approvals are required in the other jurisdiction and whether a single approval process may be evolved to full all requirements. The paragraphs below indicate the IADT process where no other approvals are required.
- 25 Where other approvals would be required ideally a single bespoke process would be evolved so that multiple approval processes would not be required. However in such a case where a programme is being validated to lead to an IADT award, and in the same process being accredited to meet a receiver-country's requirements, core validation criteria must be addressed (see paragraph Section 3, 33 b). The single process ideally is based on the IADT model below. The core features of any such bespoke process to which IADT is committed are that:
  - a. That a self-assessment document be prepared
  - b. Independent and External peer reviewers are retained
  - c. There is an explicit criterion-based evaluation
  - d. Results of the evaluations are published
  - e. There is adequate learner involvement
- 26 The typical IADT process is that the Relationship Management Team will focus on the Consortium Agreement, and will manage the provision of the collaborative programme on behalf of both IADT and its partner, reporting to the respective decision-making bodies as required subsequent to the validation of the collaborative programme. Members are drawn from the senior managers from the partnership. Normally there are no more than four members of this team.
- 27 The Collaborative Programme Team will focus on the collaborative programme documentation. This team include all the relevant academic experts across IADT and its partner. Additional external experts may be co-opted to this Board to assist the design process. This team will also enlist the assistance of persons who have specific experience in

the development and management of a collaborative programme. When the collaborative programme is validated this team will be representative of the core group who will teach and assess on the programme.<sup>34</sup>

**28 Submission of Financial Plan:** During the initial proposal broad indications of a financial and staffing plan for the Collaborative Programme should be made along with the initial application to the Executive, and on approval by Executive, the Executive should state at which point in the process it wishes to see a full resource plan, and note that no approval is granted without Executive consideration of this detail. Examples of potential costs shall include but not be limited to the following:

- Students
- Planned student intake per year
- Level of Programme (equivalent level in any other jurisdiction)
- Classification of Programme (Science, Business, Arts, etc.)
- Pay
- Academic staff required to teach and assess the collaborative programme
- Part time hours budget
- Technician staff required
- Attendant posts required
- Demonstrator posts required
- Visiting Lecturers
- Fees to external experts
  
- Non Pay
- Programme materials
- Programme development fees
- Programme Accreditation fees
- Professional Body accreditation fees
- Provision of Student Supports
- Advertising/Promotion
- Recruitment Costs
- Travel and Subsistence
- Equipment hire
- Staff training costs
- Library costs
- Insurance costs

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<sup>34</sup> Much of this text, in this colour is an extract from the programme validation section of the QA manual. It is amended for this context.

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- Incremental facilities costs
- 29 The final draft of the Consortium Agreement and the Collaborative Programme documentation is submitted by the Collaborative Programme Development Team to the Registrar for inclusion on the agenda of PVC<sup>35</sup>. Subject to the approval of PVC, (against the criteria in 33b) as well as those relating to the availability of all required resources) the Collaborative Programme Development Team will finalise the Collaborative Programme Document, and the Relationship Management Team will finalise the Consortium Agreement, making such minor revisions as are appropriate having regard to the recommendations of PVC.
- 30 Should PVC indicate that major revision to part or all of the Collaborative Programme Document is required, the revised document will be submitted in full to a subsequent PVC meeting. Once the proposal has been approved by PVC, the final document is submitted to Academic Council for sign off.
- 31 The final copy of the Collaborative Programme Document and the draft Consortium Agreement, as approved by the Programme Validation Committee and Academic Council, will be forwarded by the Collaborative Programme Coordinator to the Registrar, who is then responsible for organising the Collaborative Programme Validation Process.
- 32 The Collaborative Programme Validation Process for Programmes up to and including Level 9 includes the following steps:
- a. Establishing a Collaborative Programme Validation Panel
  - b. Internal preparations for Panel visit
  - c. Panel Visit
  - d. Recommendation of Panel
  - e. Panel Report to Academic Council and equivalent of Collaborative Partner where relevant for approval
  - f. Modification of Consortium Agreement and/or Collaborative Programme Document to reflect conditions/recommendations of Panel
  - g. Issue of Certificate of Programme Approval
  - h. Signing of the Consortium Agreement
  - i. Notification to QQI and another other relevant body
- 33 Prior to convening an External Validation Panel, to assess the programme, the Registrar may decide to run a rehearsal validation process, the aim of which is to identify any remaining

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<sup>35</sup> In the form of a self-evaluation, addressing criteria for approval of a consortium agreement, with associated appendices and in a separate self-evaluation addressing the criteria for the programme the following documents are provided:

- The draft Consortium Agreement (or equivalent)
- The IADT reports arising from the due diligence conducted in respect of the partner(s)
- The minute (or equivalent) of the approval of the consortium by IADT's senior deliberative body
- Any other supporting material, including institutional reviews (or equivalents) of partner providers or national statements on the status of the partner provider(s), or information on the legal or quality assurance systems pertaining to a particular jurisdiction
- Programme Self-assessment including curriculum and assessment strategy (addressing validation criteria)



issues with the programme meeting the award standard or with content and assessment strategy for the proposed programme.

34 The Registrar is responsible for establishing the Collaborative Programme Validation Panel in consultation with the Collaborative Partner on the specific nominees.

The following is the optimum panel composition:

- a. Senior Manager (e.g. Head of School or Registrar, or Directors of Quality, etc.) from another Higher Education Institution, or formerly of a HEI, to act as Chair who has relevant experience of collaborative provision and its quality assurance (including the establishment of consortium agreements) in Ireland
- b. Where the collaborative programme is transnational
  - a senior academic from a higher education institution, or formerly from a HEI, in the relevant jurisdiction(s)
  - a senior academic from a higher education institution or formerly from a HEI, in Ireland with specific experience of managing a collaborative programme
  - Where relevant and/or appropriate a representative from the national quality assurance agency in the receiving jurisdiction (if not a member of the panel, this person may act as an observer or alternatively be invited to offer a view on the proposal, or nominate a person to who would have relevant insight into the type of provision proposed)
- c. Where the collaborative programme is national
  - Two academic experts(s) from higher education institutions ideally one of whom shall have specific experience of managing a collaborative programme
- d. An employer representative or community, business or industry representative to reflect employer needs
- e. A student or recent graduate of a collaborative programme

35 Where the programme is transnational ideally one of the panellists from categories 34 (d) or 34 (e) should also be from the other jurisdiction, but this may not always be possible. No expert panellist shall be from either of the collaborating partners, or be a current external examiner for either partner. The nominated academics and the panel chair person must hold qualifications at the level higher than that of the collaborative programme being considered.

36 Responsibility for administrative arrangements around the external programme validation process rests within the Registrar's area, and is managed by the Cross Institute Administrator. Duties include:

- a. Contacting and liaising with prospective panel members
- b. Arranging any travel and accommodation requirements for panel members



- Collating required information (tax status, bank details etc.) from panel members in order to ensure payment for site visits, and sending the information to HR and Finance departments for set up and processing
  - Ensuring the school(s) deliver the final programme document within an agreed time limit to Registrar's office for final approval, prior to distribution to panel members
  - Proof reading the document to ensure it conforms to IADT/QQI template guidelines, and checking accuracy of standard information in relation to IADT policies (i.e. entry, eligibility)
  - Distributing the documentation and agenda (e-mail is the preferred 'green' option for distribution) to the external panel members, along with any other relevant information.
  - Organising the schedule of events on the day of the validation process (venue, lunch, taxis etc.) and any other duties to ensure the smooth running of the validation process
  - Attending the validation process and taking minutes of the procedure
  - Writing a report of the process, based on the minutes, and recording the decision of the panel, to include recommendations, conditions and observations of the panel
  - Sending the completed draft report initially to the Registrar, and then to the Chair and members of the validation panel for sign off
  - Making any amendments or additions to the report proposed by the Chair or panel
  - Submitting the final report to the Registrar and Collaborative Programme Coordinator for consideration of the panel's findings
- 37 Prior to the Panel visit, an internal preparation meeting will take place. This meeting will be convened by the Collaborative Programme Coordinator and will include all those involved in the development and proposed provision of the programme. It may also include the external experts on Collaborative Programme Development Board. The object of the meeting is to provide a final briefing for all concerned, in advance of the Panel visit. The Collaborative Programme Coordinator will also liaise with the Registrar in preparation for the Panel visit.
- 38 Where a panellist is not able to work with an E-version of self-assessment programme document, the programme assessment strategy and the associated Consortium Agreement, the Collaborative Programme Team Legal Agreement, bound copies of the documents are prepared for each panel member, and provided in advance of the validation process to the Cross Institute Administrator, who will distribute the documents to the panel<sup>36</sup>.

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<sup>36</sup> In the form of a self-evaluation, addressing criteria for approval of a consortium agreement, with associated appendices and in a separate self-evaluation addressing the criteria for the programme the following documents are provided:

- The draft Consortium Agreement (or equivalent)
- The IADT reports arising from the due diligence conducted in respect of the partner(s)
- The minute (or equivalent) of the approval of the consortium by IADT's senior deliberative body
- Any other supporting material, including institutional reviews (or equivalents) of partner providers or national statements on the status of the partner provider(s), or information on the legal or quality assurance systems pertaining to a particular jurisdiction
- Programme Self-assessment including curriculum and assessment strategy (addressing validation criteria)

- 39 The meeting of the Collaborative Programme Validation Panel takes place in the location where the collaborative programme is to be offered. If the programme is to be offered in more than one location, the chair of the panel and at least one other member of the panel shall visit the other location.
- 40 All persons who are to teach and assess on the programme shall meet with the Programme Validation Panel, even if this this by video-conference.
- 41 During the visit to the Institute, the Panel will typically follow a full-day agenda as follows:
- Initial session, private to Panel
  - Panel meets with President, Registrar and Head(s) of Faculty and equivalent staff at the partner – each group may be met independently and finally together if that is the desire of the panel.

Subsequently the Panel goes into full session with Relationship Management Team and Collaborative Programme Team [as appropriate]

- A tour of teaching, learning and student support facilities is conducted
- Panel meets in private session
- Panel meets with joint senior staff of the collaborative programme to convey decision/recommendations

In certain contexts the meeting may extend over two days.

- 42 The Collaborative Programme Validation Panel is asked to make two key decisions – should the Consortium Agreement be approved; should the Collaborative Programme be validated.
- a) Whether or not the Consortium Agreement should be approved - two overarching criteria are relevant:
- Adequate and relevant due diligence has been conducted in respect of the partner provider(s), including the jurisdictional context, with appropriate institutional approval and support to ensure that the proposed agreement is valid
  - The Consortium Agreement is an appropriate legal instrument which encompasses the appropriate quality assurance arrangements to underpin the provision proposed, i.e. there has been an appropriate assignment of responsibilities in the draft consortium agreement for the activities to be conducted in IADT's name
- b) Whether or not the Collaborative Programme proposed should be validated - three overarching criteria for validation are relevant:
- The *minimum intended programme learning outcomes* are consistent with the relevant *awards standards* and the National Framework of Qualifications (NFQ) *award-type descriptors*.

- The *prerequisite learning* for participation in the collaborative programme and any other assumptions relating to the programme's intended *learners* are clear and explicit
- The collaborative programme proposed must be capable of allowing its intended learners to attain the *minimum intended programme learning outcomes* reliably and efficiently (in terms of learner effort).<sup>37</sup> (e.g. learning environment; staffing; mode of provision – such as elearning; etc.)

See Appendix seven for a Guideline for panellists in assessing consortium agreement and in validating a collaborative (transnational) programme<sup>38</sup>.

- 43 Where the provision of a collaborative programme in a transnational context requires an extra-jurisdictional approval or licence from a receiver-country, the relevant authority in that jurisdiction may request that QQI conduct a validation/approval process to make an assessment on its behalf<sup>39</sup>. (This could occur where IADT has attained delegated authority for the transnational provision envisaged and IADT has conducted its own validation exercise, but the body in the other country needs to conduct a further/different independent assessment and wishes to use a local (QQI) authority to do so.)
- 44 The Panel report may indicate a recommendation to Academic Council that the development of the proposed collaborative programme should not proceed. When a collaborative programme does not receive a positive recommendation, it may not proceed. Alternatively, the Panel report may contain a set of Recommendations and/or Conditions for consideration by the Collaborative Programme Team, and may include suggestions for modifying or developing further the programme document. If the Panel sets conditions or makes recommendations requiring the proposed programme to be modified, the Programme Development Team will meet to plan and execute any additional work.
- 45 The Collaborative Programme Team will compile a response to the Recommendations/Conditions. The response will outline how any conditions stipulated by the panel will be addressed, to include a timeframe within which the condition(s) will be met. The response will also include a rationale for how the recommendations of the panel may or may not be incorporated into the programme structure.
- 46 On completion of this work, the full response will be submitted by the Programme Coordinator to the Registrar for verification that the recommendations as laid down by the external validation panel in respect of both the programme and the agreement have been satisfactorily addressed. The Registrar's Office ensures that the revised documentation is subsequently circulated for approval to all members of the external validation panel,

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<sup>37</sup> The concept of minimum intended programme learning outcomes and its relation to teaching, learning and assessment are explained in HETAC's *Assessment and Standards 2009*.

<sup>38</sup> This Guideline may be of particular use to foreign or inexperienced panel members.

<sup>39</sup> As indicated the standard process here assumes that HETAC has delegated authority to IADT for its transnational provision. Prior to such delegation IADT will seek HETAC validation of all transnational programmes following IADT's actions at paragraphs 1-20, Section 3. IADT will alert HETAC to any such prospective validation as early as possible.

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confirming that the stipulated conditions have been addressed. When the proposed programme has received final approval for accreditation from the external validation panel, the final report is sent to PVC and then to the Academic Council of IADT for formal decision. The final report is also formally sent to the collaborative partner. The Certificate of Approval for the programme issues from IADT, and is sent to QQI for noting, and to any other authority with whom the Collaborative Partner has such a relationship.

- 47 Once the Certificate of Programme Approval has been issued, IADT seeks approval from the Higher Education Authority to recruit a defined cohort of students to the programme. In seeking this approval, the Institute must ensure that all conditions relating to staffing and resourcing of the programme are provided for in the context of the programmes and budgets estimates provided to the Department. In effect, the twin track approach reaches closure at this point – the Collaborative Programme has been approved by IADT and is underpinned by a commitment of staff/other resources from the Higher Education Authority. The Collaborative Partner may also be required to seek such approvals. Until full approval from all relevant authorities has been attained the programme cannot be offered.<sup>40</sup>

#### *Approval of Collaborative Programmes: Approval of existing programmes (differential validation)*

- 48 Where a programme is already in existence and formally validated, and there is an application for it to be converted to an IADT collaborative programme, IADT conducts an approval process which it calls a differential validation<sup>41</sup>.
- 49 The procedure for a differential or non-standard validation commences with the completion of a differential validation proposal form. (See Appendix eight)
- 50 This will lead either to the typical programme approval process or the collaborative approval process.
- 51 The PVC conducts this process in accordance with the overarching framework for other validations and the standard programme validation criteria are employed. However prior to the consideration of the programme for differential validation and conversion into a collaborative programme, the collaborative relationship in which the programme is to reside requires initial and full approval. In this instance, the idea owner proceeds through the procedure described herein paragraphs 1-13.
- 52 Steps 15-39 provide the framework for all validations. As a differential validation is only seeking to look at new or different matters, and not adjudicating for a second time on

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<sup>40</sup> Where approval is required for provision in another jurisdiction there should be consultation with that jurisdiction prior to the commencement of the collaborative programme validation process. It should be established if arrangements be made whereby the IADT process or a shared process can be established to fulfil all requirements or whether HETAC may be a lead partner in this process.

<sup>41</sup> The differential validation process focusses on the differences between the currently validated programme and the proposed variant. Z:\Educational Partnerships\QA CP TP\IADT QA Section\Approved QA Docs\2015 05 18 Version 2 of Quality Assurance of Collaborative Programmes.docx

something already adjudicated upon, a differential or non-standard validation may deviate from the typical process. The following, as decided upon by the PVC on a case by case basis, following receipt of the differential application form and the granting of outline permission may be applied:

- a. Reduced membership of panel
  - b. Truncated consideration of documentation
  - c. Reduced documentation requirements
  - d. Shortened evaluation meetings
  - e. Shortened facilities evaluation or no evaluation
  - f. A desk-exercise to replace a full evaluation meeting
- 53 In all such bespoke validation processes the following must be maintained:
- a. Use of the QQI Core Validation Policy and Criteria
  - b. Some element of independent external peer review
  - c. Full consideration of any consortium agreement against the criteria herein. (see Section Three, Paragraph 33 a)
  - d. The sharing of formal findings with any partner or relevant organisation

#### 4. Management of approved collaborative programmes: monitoring and review mechanisms (for all collaborative programmes leading to IADT awards)

- 54 Once a collaborative programme is approved, it must be carefully managed. Whilst different relationships may have their own nuanced models IADT has specified a generic quality assurance model which is incorporated into its legal agreements.
- 55 Suites of related programmes which include both collaborative and non-collaborative variants require bespoke monitoring and review mechanisms. They cannot be reviewed in an identical manner. The process is included in the consortium agreement.
- 56 Each Collaborative Programme is embedded in a collaborative relationship. That relationship is captured in a Consortium Agreement, usually with programme detail for each programme provided in an appendix. The Consortium Agreement provides for the relationship between the parties and the programme agreement for the detail and quality assurance for each programme. Programmes can be added to agreements without the renegotiation of the Consortium Agreement.

#### *IADT Monitoring & Review Processes for Partnerships*

- 57 For each Consortium there will be a **Relationship Management Team** and the detail of its membership role and remit will be incorporated into the Consortium Agreement.
- 58 Membership of the Relationship Management Team:
- a. Normally made up of no more than 4 persons where the consortium is a two organisation consortium (2 from each) and where there are more than two

organisations equal representation for all organisations making the award, otherwise 1 person per organisation.

- b. The nominees are senior persons from the respective organisations and they will not be involved in the direct provision of the programmes

#### 59 Role and remit of Relationship Management Team

##### a. Regarding the Partnership/Consortium – Annual Monitoring

- i. Conducting at a minimum a twice yearly meeting of the Relationship Management Team at which feedback from the Collaborative Programme Team is considered as well as the on-going functioning of the consortium.
- ii. Conducting an annual review of the partnership for consideration by the IADT's Partnership Oversight Committee (and any equivalent body in the partner organisation).
- iii. Student feedback is explicitly and independently sought in this review, i.e. independently from that forwarded via the Collaborative Programme Team. Ideally focus groups at all relevant locations meet with the Relationship Management Team or representatives of it.
- iv. Maintaining financial and other resource accounts in respect of the partnership

##### b. Regarding the Partnership/Consortium – Five-year Periodic Review

- i. As indicated here, every five years the programme is reviewed in full. To coincide with this programme review the partnership is reviewed in full. The external peer-review team convened to consider the programme including recommendations for revalidation, also consider the operation of the partnership is general and the effectiveness of its quality assurance procedures as presented in the Consortium Agreement. The overarching terms of reference for such a review are given below.
- ii. The Relationship Management Team and the Collaborative Programme Team work together to prepare a self-evaluation on the partnership and on the collaborative programme for consideration by the external peer review panel.
- iii. Prior to the preparation of the self-evaluation the two teams set the terms of reference for the review, and establishing working groups to address the matters identified, and prepare the self-evaluation over a period usually extending to twelve months.

##### c. Partnership/Consortium Monitoring and Review Terms of Reference (re Partnership)

The general terms of reference for annual monitoring and periodic review will include the following amongst other things:

- i. Are the terms of the legal agreement and the detailed quality assurance effective?
- ii. Are learners at the collaborative partner's site receiving an equivalent experience to those at IADT's main site?
- iii. Is the partnership being appropriately resourced?



- iv. Is there sufficient or appropriate information being collected by the Relationship Management Team to ensure timely and effective decision-making?
- v. Are the communication channels effective?

**d. Outcomes from monitoring or review**

Findings may lead to proposals being presented to the Partnership Oversight Committee for amongst other things the:

- Expansion of the partnership
- Cessation of the partnership
- Amendment of the legal agreements
- Amendment of the quality assurance arrangements
- Amendment of the management structures of the partnership
- Any other appropriate action

*IADT Monitoring & Review Processes for Collaborative Programmes*

**e. Role of Relationship Management Team regarding the collaborative programme**

- i. The appointment of the external examiner as indicated in the MOA in consultation with the Academic Council and the IADT Registrar
- ii. To receive the on-going monitoring reports from the Collaborative Programme Team and take any necessary decisions in their regard
- iii. To receive annual reviews from the Collaborative Programme Team and take any necessary decisions in their regard, including to bring matters to the relevant Institutional decision-making body as appropriate<sup>42</sup>
- iv. Receive the report of the External Examiner, bring it to the attention of the Collaborative Programme Team and its members, the IADT Registrar (and any equivalent role in the collaborative partner) and ensure the taking of any appropriate action(s); advise the External Examiner of actions taken (See paragraphs 55-61 for detail on external examiners.)

60 Each collaborative programme will have a Collaborative Programme Team. The detail surrounding this group will be described in the relevant Consortium Agreement.

61 Membership of the Collaborative Programme Team

- a. All persons teaching on the programme no matter where they are located or who is their direct employer
- b. One person, from one of the awarding bodies, acts as chair and coordinator. Where there is more than one awarding body, the chair rotates between them.
- c. Between 1-4 student representatives depending on the nature and distribution of provision of the programme

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<sup>42</sup> Generally, the model of monitoring and review of collaborative programmes leading to IADT awards follows the academic and corporate governance models of IADT standard programmes, whereby Programme Boards, feed into PVC, from there to AC and from there to GB, with the various processes managed by the office of the Registrar. In this model for collaborative provision an additional layer is inserted – a relationship management team – which is somewhat of a proxy for a school/faculty management.

Where a collaborative programme is to lead to a joint award there will be parallel set of committees informed by the culture and processes of the other awarding body, as set out in the joint awarding agreement.

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- d. Meetings endeavour to have all members present, by video-conference if necessary

## 62 Role and remit of Collaborative Programme Team

- Annual Monitoring<sup>43</sup>
  - The Collaborative Programme Team meets at least three times a year and annually fulfils the on-going and monitoring functions in respect of the collaborative programme
  - It monitors the implementation of the collaborative programme of study as defined in the Programme Specification and Approved Programme Schedule
  - It annually reviews the structure, content, entry requirements, curriculum, programme assessment strategy and resources of the programme of study to ensure its continued academic and professional coherence and relevance and to maintain academic and professional standards
  - It reviews statistical information pertaining to retention, attrition rates, progression etc.
  - It collects, collates and reviews student feedback received
  - It reviews the report of the External Examiner and takes actions required in consultation with the Relationship Management Team
  - It reviews any suggested changes to the collaborative programme. Major changes will be submitted to and approved by the Programme Validation Committee, prior to their implementation, while minor changes are recorded in the minutes of the Collaborative Programme and PVC meetings at which they were agreed, are approved by Academic Council and are incorporated in the Programme Schedule.
  - It updates the Programme Specification annually and maintains a record of the evolution of the programme of study since its approval by IADT. This record should itemise subsequent revisions as approved by Programme Validation Committee and Academic Council. Programme Boards ensure that definitive Programme Schedules are available at the commencement of each academic year.
- Five-year Programmatic Review
  - Programmatic Review occurs on a five year Faculty by Faculty basis. Where a Faculty has a collaborative programme, this programme may be reviewed as part of the Faculty Review, but it requires a dedicated section in the Self-Assessment which addresses the matters listed here. The Relationship Management Team, takes a role equivalent to that of a Department and coordinates a process of self-assessment, with inputs from experts and stakeholders, leading to an Self Evaluation Report.
  - A terms of reference<sup>44</sup> is established which specify amongst other things the objectives which include amongst other things<sup>45</sup> :
    - Analyse the effectiveness and the efficiency of each of the collaborative programmes approved, e.g. student numbers, trends, retention and success rates.
    - Review the development of the collaborative programmes having regard to the views of education interests, employers, professional bodies, needs of the Irish economy, and global development.
    - Evaluate the physical facilities and resources provided by the partners for the provision of the collaborative programmes.

<sup>43</sup> Text in this colour indicates that it has been drawn from other sections of IADT's Quality Assurance Manual.

<sup>44</sup> The 2010 HETAC *Monitoring Policy* shall guide this process

<sup>45</sup> Where a joint award is established the review process and criteria may vary according to the requirements of the other awarding body. Matters of principle from which IADT will deviate in such a context are provided in Section 3, paragraphs 68-73  
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- Review the Institute's and where relevant its collaborative partner's research activities and projections in the area of study under review.
  - Evaluate the Relationship Management Team's and the respective partners' flexibility in responding to market requirements and educational developments.
  - Evaluate the formal links the Institute and its partner have established with industry/business and the wider community in order to maintain the relevance of the collaborative programme.
  - Evaluate the Consortium's projections for the succeeding five years in specific areas.
  - Evaluate the student feedback mechanisms and the process for acting upon student feedback
- Nature of External Peer Review Committee
- The Self-Assessment Report is reviewed by external peers which in addition to subject specialists includes specialists with expertise in collaborative (transnational) provision, and results in a set of recommendations and clear actions based on interaction with the review group. The peer review group is established using the criteria specified in the programme approval paragraphs.
- Programmatic Review by Model of Programme
- Where IADT has a critical mass of collaborative programmes (5 or more), they may be reviewed periodically together. In such a model care needs to be taken to retain sufficient external experts with the appropriate field expertise.

### 63 Special Considerations for a Relationship Management Team and in particular a Collaborative Programme Team during programmatic review.

- a. Where a collaborative programme has a sister variant which is a standard IADT programme, each variant must be distinctly reviewed
- b. Processes for the on-going or periodic review of standard programmes should only lead to changes in a related collaborative programme where there has been due consideration of same explicitly by the Collaborative Programme Team and the Relationship Management Team
- c. Decisions to 'keep programmes the same' or 'allow' the emergence of distinct programmes need to be considered carefully
- d. A focus on whether the learners on a collaborative programme receive an equivalent learning experience to those on a standard IADT programme is required
- e. Consideration shall be made about issues of public information, transparency and clarity on the qualification to be obtained. Are learners absolutely clear about the nature of the collaborative programme and the qualification it leads to? Is this information appropriately recorded in a Diploma Supplement?
- f. Careful consideration of the dispersed management model for the programme should be made ensuring decisions are being taken with full clear information, and by parties with the requisite authority

#### *External Examining*

- 64 External Examiners: a crucial and key quality mechanism is the use of External Examiners. They have a crucial role in monitoring and review. Their role must be specifically addressed in the legal agreements established.
- 65 They are required to use their expert judgement to consider and comment on:
- Standards set for the programme
  - Standards achieved by students
  - Operation of the assessment processes
  - Quality of learning
  - The learning and teaching environment
  - Action taken on points raised in previous reports
  - Organisation and management of the external examining process
- 66 External examiners appointed to collaborative programmes must in addition to meeting the standard requirements for the appointment of an extern must meet the following additional requirements:
- a. Direct experience of collaborative programmes
  - b. Direct experience of teaching, learning assessment in the jurisdictions involved
  - c. Ability to travel to location(s) of the provision
- 67 Where a collaborative programme is part of a suite of programmes, additional external examiners may need to be appointed to provide expertise in the particular context. Where there are multiple externs they must meet to liaise on their findings and prepare a joint report, to be considered by both the Collaborative Programme Team and the Relationship Management Team.
- 68 External examiners must visit the site of the collaborative provision, ideally annually, but at least twice over a 4 year appointment period.
- 69 External examiners who are appointed to one programme in a suite of programmes cannot be subsequently appointed to another programme in the same suite.
- 70 External examiners shall be independent of the collaborative partner, e.g. amongst other things cannot be members of staff, or recent members of staff (5 years).
- 71 The 2010 HETAC Guideline *Effective Practice Guideline for External Examining* is made available to all external examiners and collaborative partners.

### External Reviews

- 72 IADT is subject to external quality assurance reviews from QQI. Such reviews may have a particular focus on collaborative provision, or may be wholly dedicated to collaborative provision. The five-yearly self-evaluations conducted by IADT in respect of specific consortia as well as the annual reports of the Partnership Oversight Committee to the Executive Management Team, Academic Committee and Governing Body will assist IADT in preparing for any such review and addressing the terms of reference.
- 73 Where a collaborative programme is also a transnational programme requiring accreditation by a national agency, IADT will liaise with QQI and the other agency to establish if a single external review can serve the purposes of both agencies.

- 74 An alternative approach may be to liaise with the national agency and establish if the IADT procedures as described herein can encompass the requirements of that agency also.
- 75 There may also be requirements for independent review by a professional or regulatory body, voluntary or statutory. Where it seems practical there should be dialogue on whether a single process can accommodate multiple requirements.

## 6. Legal Agreements

The types and purposes of legal agreements utilised by IADT are provided in the Policy section of this document.

### *The Procedure for Establishing an Agreement*

- 76 The broad procedure for establishing an MOA (Consortium Agreement) is described in the section on Approving Programmes. The preparation and approval model for an MOA (Consortium Agreement) (where there is no joint award) is provided there.
- 77 A sample Memorandum of Agreement is provided in Appendix Seven.
- 78 A checklist is provided in Appendix Six which lists items to be included in an IADT MOA (Consortium Agreement and where relevant in a Joint Awarding Agreement). Depending on the nature of the relationship the detail will be distributed between the two agreements or embedded in the Consortium Agreement with the Programme detail in appendices. The joint awarding agreement specifies the arrangements for the making of awards. Amongst other things these will normally include details on
  - i. the format of the award parchment
  - ii. the conferring process and procedure
  - iii. the assignment of credit to the programme
  - iv. the issuing of the European Diploma Supplement
  - v. the permanent and secure archiving of records concerning graduates and their awards.
  - vi.
- 79 Central to the Joint Awarding Agreement is a determination of the means by which standards are agreed and maintained. Therefore, the Agreement should indicate the standard of knowledge, skill and competence to be attained by the learner before an award can be made.
- 80 It is particularly important that processes and procedures for the on-going monitoring and review of the programme are established. It is understood that the nature of joint programmes means that a jointly agreed set of processes for monitoring are required that take account of the needs of each partner and recognize the unique nature of the joint programme.



- 81 The Agreement should provide detail on the mutual recognition of quality assurance processes by the partners. It is noted that a joint award will require the development of procedures that fully reflect and support the programme's unique nature as a joint programme; therefore, the emphasis in agreeing quality assurance procedures should be on identifying a set of quality assurance arrangements that best support the joint nature of the programme.
  
- 82 The Agreement should provide information on mutual indemnification; the resolution of disputes; define jurisdictions to which the Agreement applies and the time over which it applies; and should provide for the review, amendment and termination of the Agreement.



Section 4 Appendices

Appendix One - Glossary

Term	Definition – interpretation	Issues to be considered
Access/Feeder Programmes	This denotes a programme from which successful students are recognised as having met the entry criteria for a specified programme of study. They do not necessarily guarantee entrance.	The partner owns the curriculum and is responsible for the quality and provision of the programme. The receiving institute recognises the partner’s programme for the purpose of entry to its programme. The receiving institute does not make an award or award credit to the educational provision through an access/feeder programme. The ongoing appropriateness of the feeder relationship is monitored and periodically reviewed, but not usually in a MOA.
Access – equity (NQAI)	The global, inclusive, term of 'equity'...refers to... policies and procedures for enabling and encouraging groups in society at present under-represented as students in higher education institutions and programmes or study areas, to gain access to and demonstrate successful performance in higher education, and transition to the labour market	
Access – de jure (NQAI)	The process by which learners may commence a programme of education and training having received recognition for knowledge, skill or competence required. (See the National Qualifications Authority of Ireland document <i>Policies, Actions and Procedures for Access,</i>	



	<i>Transfer and Progression for Learners.)</i>	
Accreditation	<p>The terminology of external quality assurance is anything but unified. Terms like external evaluation, review, audit and accreditation are being used at random. In the international debate on quality assurance, <u>accreditation is increasingly defined as every formalised decision by an appropriately recognised authority as to whether an institution of higher education or a programme conforms to certain standards.</u></p> <p>The European Consortium for Accreditation (ECA) defines accreditation as “a formal and independent decision, indicating that an institution of higher education and/or programmes offered meet certain standards.” This definition also covers some quality assessments that are described as “accreditation like procedures” (2). Accreditation is achieved through a multi-step process (self-evaluation/documentation submitted by the unit undergoing accreditation; external assessment by independent experts; the accreditation decision). The accreditation decision depends upon a quality assessment based on internationally accepted quality standards. The final decision of the accreditation procedure itself is authoritative in nature, has been determined by an external process, and results in a “yes” or “no” judgment with a limited validity. Accreditation procedures contribute to the continued quality development of the accredited academic unit: Institutions receive advice about quality improvement throughout the accreditation process, which may extend beyond the “yes/no” decision itself.</p> <p><a href="http://www.aic.lv/bologna/Bologna/contrib/Statem_oth/ECA_on_Bergen.pdf">http://www.aic.lv/bologna/Bologna/contrib/Statem_oth/ECA_on_Bergen.pdf</a></p> <p>The present concept of accreditation in the area of higher education serves to assure and develop quality: it can focus on institutions, constituent parts thereof, and study programmes, in order to:</p> <ul style="list-style-type: none"> <li>• ensure or facilitate recognition of “credits” and university degrees in an academic context, such as, for example, when changing from one institution of higher education to another, in order to promote mobility,</li> <li>• inform current and prospective students on the value of certain study programmes (consumer protection),</li> </ul>	





	<ul style="list-style-type: none"> <li>• allow employers to check the value and status of qualifications,</li> <li>• give institutions of higher education the opportunity to demonstrate appropriate allocation and use of public funds.</li> </ul>	
Agent (UNESCO)	Third parties, such as brokers, facilitators, or recruiters, that act as intermediaries between awarding and providing institutions for establishing transnational educational arrangements. An agent is not usually involved in the provision of educational services.	
Articulation	The process by which a specific qualification and/or credits from a specific programme of study undertaken at an approved partner institution is recognised as giving advanced standing or entry to a specific programme at the receiving higher education providing institution. Usually entry is guaranteed, once the learners hold the exit qualification named.	Formal MOA: Amongst other matters, the home provider agrees to formally periodically review the partner’s programme to ensure the articulation remains valid. This is not collaborative provision, but without care in use of promotional literature misleading information can be inadvertently provided. Articulations need to be addressed under an institution’s standard quality assurance. See also access/feeder programmes.
Awarding body	An awarding body is a body that makes awards.	In many jurisdictions there are statutory qualifications awarding agencies/bodies <u>in addition to</u> higher education providing institutions (usually universities) with degree awarding bodies
Awarding institution	A provider of higher education which has degree awarding powers.	

Award	An educational award which is made by an awarding body to a learner to record or certify that the learner has acquired a particular standard of knowledge, skill or competence and includes— (a) a certificate, (b) a diploma, (c) a degree Awards are manifested in the issue of certification of some sort, e.g. a diploma, a parchment.	
Award-type descriptor	An award-type descriptor is a description of a class of named awards sharing common features and level. Award-type descriptors are determined by the National Framework of Qualifications.	
Award Standards	Together with the award type descriptors of the National Framework of Qualifications (NFQ), the awards standards describe the learning, in terms of knowledge, skill and/ or competence, that is to be acquired by learners before particular higher education and training awards may be made. The awards standards describe the learning required to pass. Award standards are the expected outcomes of learning, inclusive of all education and training and are established by awarding bodies in concert with the NFQ.	
Cluster (see also regional cluster)	A term introduced into Irish higher education discourse in the 2011 published <i>National Strategy for Higher Education to 2030 - Report of the Strategy Group</i> . It represents a desired model of multi-type institutional collaboration whereby higher education providers in a particular region would agree to pool expertise, knowledge and resources for the purpose of exploiting respective institutional synergies for the benefit of learners in those institutions and society as a whole	
Collaborative provision	Two or more providers being involved by formal agreement in provision of a programme of higher education and training. (Curricular and educational resources are often shared to leverage strengths of partner institutions and create synergy.)	

Consortium	A group of partner providers collaborating together for the purposes of providing a programme of higher education, which may lead to the award of one of the partner providers, or a joint award of a number of the partner providers, or a joint award of one of the partner providers and another awarding body.	
Conversion programme	This is a loosely defined term. It normally signifies a programme designed to enable a graduate to acquire a qualification in a new field building on learning in another field at the same NQF level.	
Delegated Authority	FETAC/QQI and may delegate authority to a recognised institution of the Council (i.e. an institution specified under Section 24 of the Qualifications [Education and Training] Act 1999) to make awards.	
Diploma Supplement (European Diploma Supplement)	<p>The Diploma Supplement (DS) is a document which is issued to accompany a higher education diploma, providing a standardised description of the nature, level, context, content and status of the studies completed by its holder.</p> <p>It promotes transparency in higher education and fair and informed judgements about qualifications. It also accommodates rapid changes in qualifications.</p> <p>National higher education institutions produce the supplement according to a template jointly developed by the European Commission, the Council of Europe and UNESCO.</p> <p>It has eight sections of information identifying the holder of the qualification; the qualification, its level and function; the contents and results gained; certification of the supplement; details of the national higher education system plus any additional information.</p> <p>The 48 European countries taking part in the Bologna Process have agreed that each graduate in their respective country should receive the Diploma Supplement automatically, free of charge and in a major European language.</p>	
Dual/Double Degree	The process by which two or more awarding institutions collectively contribute to a	<u>All</u> graduates receive a diploma

Awards (multiple, dual or double)	programme leading to a joint award which is manifested in the issue of two separate diplomas (parchments) in instances where there are legal barriers for one of the awarding bodies to be able to issue a single shared/joint diploma (parchment). (A joint awarding agreement must be in place.)	supplement which provides information on the arrangement. One institution may be responsible for the issue of the DS.
Due Diligence	Undertaking enquiries before entering into a commitment or transaction that will enable the party making the enquiries (or having them made on its behalf) to make a fair assessment of the positive and negative factors involved and reach a judgement on whether to proceed or not. (In the recent banking crisis various bodies have warned against individuals and companies relying on state regulation or second-hand reports as proxies for conducting their own due diligence.)	
ECTS – European Credit Transfer System	‘European Credit Transfer System - ECTS credits are attached to the workload of a fulltime year of formal learning (academic year) and the associated learning outcomes. In most cases, student workload ranges from 1,500 to 1,800 hours for an academic year, whereby one credit corresponds to 25 to 30 hours of work.’	Many of the
ESG – European Standards and Guidelines	<i>Standards and Guidelines for Quality Assurance in the European Higher Education Area.</i> Published by ENQA in 2005, revised 2009 and available at <a href="http://www.enqa.eu">http://www.enqa.eu</a>	
European Diploma Supplement - EDS	See Diploma Supplement	
Exchange	An arrangement that facilitates the reciprocal exchange of staff and/or students between HE institutions, where students are enrolled in, and graduate from, a “home” institution, but spend time at one or more “partner” institution(s). Includes ERASMUS exchanges.	
Franchising	The process by which a providing institute agrees to authorise the provision of all or part of one or more of its own approved programmes of study leading to an award by itself (if it is also an awarding body) or its awarding body. (This is not a term utilised or preferred by QQI although the model of provision is encompassed by the 2012 Collaborative Programmes,	

	Transnational Programmes and Joint Awards Policy)	
Institution-led quality assurance		
Joint Degree Award	<p>A joint degree should be understood as referring to a higher education qualification issued jointly by at least two or more higher education institutions with degree awarding powers or jointly by one or more higher education institutions with degree awarding powers and other awarding bodies, on the basis of a study programme developed and/or provided jointly by the higher education institutions, possibly also in cooperation with other institution.</p> <p>The Lisbon Recognition Convention Committee recommends that a joint degree may be issued as:</p> <ul style="list-style-type: none"> <li>a joint diploma in addition to one or more national diplomas</li> <li>a joint diploma issued by the institutions offering the study programme in question without being accompanied by any national diploma</li> <li>one or more national diplomas issued officially as the only attestation of the joint qualification in question.</li> </ul> <p><i>Extract from RECOMMENDATION ON THE RECOGNITION OF JOINT DEGREES, Adopted by the Committee of the Convention on the Recognition of Qualifications concerning Higher Education in the European Region on 9 June 2004, <a href="http://www.cicic.ca/docs/Lisboa/jointdegrees.en.pdf">http://www.cicic.ca/docs/Lisboa/jointdegrees.en.pdf</a></i></p>	<p>Different definitions used by many organisations without due regard to the Lisbon Convention which is binding.</p> <p>Confusion between an award and its manifestation in a parchment.</p>
Joint Validation	<p>Joint Validation means the process by which two or more awarding bodies each satisfy themselves (preferably utilising a single process) that a learner may attain knowledge, skill or competence for the purpose of an award jointly made by the awarding bodies.</p>	
Learning Environment	<p>Learning environments are diverse. Teachers and other learners are part of a learner’s learning environment. Learning environments have both physical and social structures. Learners interact with the learning environment; the environment responds to the learner, and the learner to the environment.</p>	
Minimum Intended Programme Learning	<p>The minimum achievement (in terms of knowledge, skill and competence) that the learner is certified to have attained if he/she successfully completes a particular programme (i.e. passes</p>	

	all the required assessments). The minimum intended programme learning outcomes define the minimum learning outcomes for a particular programme at the programme level. These must always be specified by the provider. If the programme allows substantial choice, there may need to be variant forms of the minimum intended programme outcomes — e.g. a programme might allow a person to choose from a number of specialisations.	
Module	A programme of education and training of small volume. It is designed to be capable of being integrated with other modules into larger programmes. A module can be shared by different programmes.	
Named awards	The particular awards, within an award type, which are named with respect to field of learning. Standards for named awards include reference to knowledge skill and competence within a specific field of learning (e.g. National Vocational Certificate Level 2 in Business Studies - Secretarial; National Craft Certificate - Motor Mechanic ; National Diploma in Construction in Architectural Technology; Master of Philosophy in Medieval Language, Literature, and Culture)	
Off-Campus Provision	Teaching/Supervision is provided entirely by a provider’s staff, but provision occurs away from any of the provider’s campuses and the provision of facilities (for example, teaching accommodation, library, IT, etc.)	
Peer Review	The UNESCO definition of peer review is: Assessment procedure regarding the quality and effectiveness of the academic programmes of an institution, its staffing, and/or its structure, carried out by external experts (peers). (Strictly speaking, peers are academics of the same discipline, but in practice, different types of external evaluators exist, even though all are meant to be specialists in the field reviewed and knowledgeable about higher education in general.) The review may [also] vary the source of authority of peers, types of peers, their selection and training, their site visits, and the standards to be met. A review is usually based on a self-evaluation report provided by the	

	institution and can itself be used as a basis for indicators and/or as a method of judgment for (external) evaluation in higher education. <sup>46</sup> (Vlăsceanu, et al., 2004, p. 44)	
Professional recognition body (Qual Bill 2011)	means a body (including a professional association, professional institute or any other professional organisation) required or authorised by or under a law of the State to supervise or regulate the conduct of persons engaged in a profession	
Programme	A ‘ “programme of education and training” means any process by which learners may acquire knowledge, skill or competence and includes courses of study or instruction, apprenticeships, training and employment.’	
Progression	The process by which learners may transfer from one programme of education and training to another programme where each programme is of a higher level than the preceding programme	
Provider	A person who, or body that, provides, organises or procures a programme of education and training.	Not all awarding bodies are providers. Not all providers have degree awarding powers.
Provider country	A provider country is the country in which a provider is primarily based	
Qualification	No distinction is being made between an award and a qualification.	
Quality Assurance Procedures	In very broad terms, provider-owned/institutional quality assurance refers to the mechanisms and procedures established by providers to achieve and maintain a desired level of quality of educational services and programmes. The desired level will be influenced by the provider’s	

<sup>46</sup> Vlăsceanu, Lazăr , Laura Grünberg and Dan Pârlea (2004): Quality Assurance and Accreditation: A Glossary of Basic Terms and Definitions. Bucharest, UNESCOPEPES. Papers on Higher Education: 84 p [http://www.unibuc.ro/n/organizare/asig-calitatii/docs/2011/mar/15\\_17\\_13\\_45QAA\\_Glossary.pdf](http://www.unibuc.ro/n/organizare/asig-calitatii/docs/2011/mar/15_17_13_45QAA_Glossary.pdf)  
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	goals as well as its external obligations (e.g. to regulators and to statutory and professional bodies).	
Receiver country	A receiver country is a country in which learners are based.	
Recognition of Learning	A formal acceptance of a claim to a standard of learning on the part of a learner as being true or valid.	
Recognition of Prior Learning (RPL)	<p>is a process by which prior learning (that has taken place, through formal, non-formal, or informal routes, but not necessarily been assessed or measured) before entering a programme or seeking an award, is formally identified, assessed, acknowledged and given a value.</p> <p>RPL is considered as encompassing all types of prior learning: AP(E)L has tended to become a collective term which encompasses, for example, Accreditation of Prior Learning (APL); Accreditation of Prior Experiential Learning (APEL); Accreditation of Prior Certificated Learning (APCL); Recognition of prior learning (RPL); Accreditation of Prior Learning and Achievement (APL&amp;A); Recognition of Current Competencies (RCC); and, more recently Learning Outside Formal Teaching (LOFT).</p>	
Regional clusters (see also cluster)	A term employed in the 2011 published <i>National Strategy for Higher Education to 2030 - Report of the Strategy Group</i> to represent a desired model of multi-type institutional collaboration whereby higher education providers in a particular region would agree to pool expertise, knowledge and resources for the purpose of exploiting respective institutional synergies for the benefit of learners in those institutions and society as a whole.	
Service provider	A company or organisation providing a service (to a higher education provider) which is not an educational service, e.g. room rental	
Sending country	A sending country is the country in which a provider is primarily based.	
<b>Sequential Degrees (a term used in the United States)</b>	Formalised arrangement in which students earn a specified degree at a partner institution and then applies to, enrolls in, and completes a second, related programme at a different institution. Modules from the first programme may be used to waive requirements in the	



	second institution's programme. Students will still be required to meet all of the second institution's programme and degree requirements.	
<b>Student Exchange Agreements:</b>	Reciprocal arrangement in which Institution X students study at a partner institution and partner institution students study at Institution X for a period of up to one year. Institution X students transfer credit earned away back to Institution X.	
Transfer	The process by which learners may transfer from one programme of education and training to another programme, having received recognition for knowledge, skill or competence acquired	
Transnational education Or Transnational higher education	The full or partial provision of a programme of education in one country by a provider which is based in another country. (Where the provision is 'partial' clearly there are other providing parties involved, i.e. it is also collaborative provision.)	
Transnational arrangements  UNESCO	An educational, legal, financial or other arrangement leading to the establishment of (a) collaborative arrangements, whereby study programmes, or parts of a course of study, or other educational services of the awarding institution are delivered or provided by another partner institution; (b) non-collaborative arrangements, whereby study programmes, or parts of a course of study, or other educational services are delivered or provided directly by an awarding institution.	
Transnational provision  UNESCO	All types and modes of delivery of higher education study programmes, or sets of courses of study, or educational services (including those of distance education) in which the learners 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	
Validation	Validation means the process by which an awarding body shall satisfy itself that a learner may attain knowledge, skill or competence for the purpose of an award made by that awarding body.	

## Appendix Two

### *Initial Proposal Form for the Establishment of a Collaborative Programme – whether leading to a joint award or not*

#### ***The defined criteria for the initial approval to consider development of a collaborative programme are that:***

- The proposal is financially viable and there is clarity on the costs/income and their distribution across partners
- The proposal is broadly within the scope of the Institute's strategy
- The work required to develop, and support this proposal should it attain full approval, is in keeping with immediate priorities of the Institute
- A clear potential benefit to the Institute is evident
- There is clear evidence that the proposal is legally, technically possible (e.g. that the proposed partner has the authority to do what is proposed; that it is legally possible for IADT to work in the jurisdiction identified; etc.)

**1. Name of Proposer:**

**2. Name of Department/ Faculty:**

**3. Proposed Name of Collaborative Programme:**

**4. Proposed name of the award that will be obtained:**

**5. Where a joint award is envisaged**

- a. who are the awarding bodies?**
- b. what is their legal standing?**
- c. do they have the authority to make a joint award?**

**6. What form of parchment/diploma will be issued and by whom?**



- 7. Clearly distinguish between provision arrangements and awarding arrangements.**
  
- 8. Name and address(es) of proposed Partners, and nature of Partners, HEI, Commercial Company, Training Institute, etc.:**
  
- 9. Short Description of proposed partnerships and associated programme. Include an estimate of projected demand for the programme and comparisons to similar programmes in Ireland and abroad:**
  
- 10. Indicative resource implications for the institute to offer the programme: (staff (including student support staff), physical infrastructure, transport costs, monitoring and review costs, professional body accreditation costs, external agency accreditation fees, etc.) ). Indicate Employment Control Framework implications:**
  
- 11. Identify possible fee levels, who will collect them, how they will be distributed between the partners.**
  
- 12. Identify where the students will be registered and what services they will have and how student numbers will be counted for HEA purposes**
  
- 13. Evidence that the proposed partners are legitimate (e.g. Company Registration Office details, Tax Clearance, External Agency Reports, etc.):**



**14. Evidence that the proposed programme is legally possible (does the partner have the authority to do what is proposed? Is it legally possible for IADT to work as proposed in the jurisdiction proposed?):**

**15. Relationship to Institute Strategy:**

**16. Budget amount required to conduct the full due diligence, and source of budget:**

## Appendix Three

### Template for a Due Diligence Report

The Due Diligence Team should investigate the proposed partnerships and its associated partners and collect the following information. It should take the proposed partner's self-assessment as a guiding document. Some assumptions may be possible in respect of other institutions making national awards – but such assumptions should be made with care, noted explicitly and on a case by case basis.

Information collected is used in conducting a risk and opportunities assessment. (A final report is written to using the four headings in this template, and also presenting the conclusions of the risk and opportunities assessment – see appendix four).

The information collected is to be grouped under four key headings. In respect of each query evidence should be provided.

#### 1 General and Academic due diligence

- Is it legally possible to engage the type of collaboration proposed – are there jurisdictional issues, does IADT have the authority to engage as proposed, can the partners legally engage in the collaboration proposed?
- Is the proposed environment one in which human rights can be respected and the ethical values of the institution upheld? (Consult IADT Ethical Statement<sup>47</sup>)
- Will the proposed student environment promote learning – what criteria are you using to make this adjudication?
- Are the proposed education and training facilities appropriate? (see form x)
- Do the partners have the competence and capacity to fulfil the roles to be assigned to them in a sustainable way (what criteria are you using)
- Do the partners have an open intellectual community that values critical reflection and fosters personal and professional development for learners and staff? (how do you know)
- Are the partner staff appropriately qualified and experienced to undertake the activities envisaged for the partnership<sup>48</sup>?
- Does the pedagogic style of the partners incorporate good practice? How has this been considered?
- Do the partners have peer relationships with the broader community of higher education and training?

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<sup>47</sup> Being drafted.

<sup>48</sup> A number of questions in this due diligence prompt will require revisiting in greater detail during any subsequent programme validation. It will be useful to indicate this in the ensuing report.

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- Do the partners demonstrate an understanding that higher education and training is a collegial, international endeavour? How?
- In its promotional tools (web, literature, etc.) has the partner described and listed all formal collaborations with other higher education institutions or organisations? (IADT needs to be clear who it will be associated with by proxy.)
- Can it be assured that the proposal has the human resource capacity to allocate staff on an appropriate basis for the management of the provision of the proposed programme?<sup>49</sup>
- In respect of transnational provision will there be receiver-country recognition of awards made?
- Are support services for learners are capable of being provided on a comparable basis to those available to learners at the HEI's main location or in Ireland generally?
- Can the proposed provision be assured to meet the IHEQN document; *Provision of Education to International Code of Practice and Guidelines for Irish Higher Education Institutions Students*?
- Awards made under Ireland's National Framework of Qualifications are intended to promote mutual recognition and confidence in the learning outcomes attained. Are any other awards or accreditation offered through the partners offered by or recognised by reputable bodies?
- 
- Is the partner's local administrative infrastructure able to provide a regular flow of information to regulatory bodies and other stakeholders including other awarding bodies as relevant?
- Is the partner's local administrative infrastructure able to provide timely decision making to learners?
- Can the physical and electronic infrastructure required for the programme be provided on a stable basis?

### **2a Quality Assurance due diligence Internal focus**

- Does the partner have robust quality assurance and quality enhancement policies, procedures and practices? Specifically, where the partner is a HEI does the partner's strategy, policy and procedures for quality assurance meet European standards for internal quality assurance within higher education institutions as set out in Part 1 of *Standards and Guidelines for Quality Assurance in the European Higher Education Area*.

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<sup>49</sup> See previous footnote.

(ESG)<sup>50</sup>. i.e. do the quality assurance policies and procedures of the applicant address:

- Policy and procedures for quality assurance
  - Approval, monitoring and periodic review of programmes and awards
  - Assessment of students
  - Quality assurance of teaching staff - Has the Institute systems which develop an organisational culture that promotes the continued enhancement of education and training?
  - Learning resources and support
  - Information systems
  - Public information
- As relevant to the nature of the partner does the partner have a culture and associated practices underpinning access to, progression from and transfer within higher education and training?
- As relevant to the nature of the partner does the partner assign credit in a transparent way?
- Is partner committed to embedding the role and contributions of external examiners into the work of the consortium and the programme team for the collaborative programme envisaged?

## 2b Quality Assurance due diligence External focus

- Have the requirements of the national quality agency or other licensing authorities in any receiver country (and the countries of other partner-institutions, where relevant) clear and what are their implications for the partnership?
- Does any agency/body externally review the partners? What do they say about the potential partner?
- Is the proposed partner in good standing with any relevant national agencies or does it require national 'permission' to engage in the provision envisaged?
- Is the partner open to harmonising procedures through which the requirements of external parties and the requirements of awarding bodies and other partner-institutions can be addressed?
- What professional regulation, statutory or otherwise, is relevant and are there any issues for its attainment in respect of a collaborative programme?
- Will the proposed programme and the associated award be recognised in any jurisdiction in which it is proposed to offer it?
- Are the partners happy to develop a consortium agreement which is consistent with the [OECD/UNESCO Guidelines for Quality Provision in Cross-Border Education \(2005\)](#)?

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<sup>50</sup> [http://www.enqa.eu/files/ESG\\_3edition%20\(2\).pdf](http://www.enqa.eu/files/ESG_3edition%20(2).pdf)

### 3 Legal Standing

- What are the legal requirements in the intended jurisdiction? Has evidence been obtained in respect of compliance with national legislation on education or otherwise, e.g. tax compliance, appropriate human resources policies and procedures, company registration, health and safety, buildings legislation, equality legislation, etc. Is the partner compliant? What evidence is used to support this?
- Who has the authority to sign legal documents on behalf of the partner?
- Where relevant, has the potential joint awarding partner the authority to make awards?
- What implications are there for Data Protection and the sharing of student data?
- Is there clarity on the application of the Freedom of Information Act?
- What are the implications for Intellectual Property rights?

### 4 Financial Standing

- Are the partners in good financial standing?
- How can it be evidenced that the proposed programme can be financed in a secure way and that the consortium/partner institutions are adequately resourced to undertake and complete the programme proposed?
- Are the partners generally clear that in the establishment of a legal agreement that there is a need for clarity on financial matters such as sharing of costs and income; payment of taxation, including the currency/currencies in which fees and payments are to be made and arrangements for handling currency fluctuations? What proposals are made in this context?
- What is the nature of the proposed transfer arrangement in place to protect learners in the event that it is not possible to complete provision of a programme after it has commenced? As a less preferred alternative, what bonding arrangement is proposed for inclusion in the legal agreement?
- Are there financial plans and are they based on realistic projections of student numbers and other variables?





**Appendix Four**

**Risk and Opportunity Assessment Grid**

**THRESHOLD CRITERIA FOR ENGAGING WITH PARTNERS TO COLLABORATIVELY PROVIDE A PROGRAMME**

Educational Partner Type	Must Have
1. All Parties	a) Ability to respect the human rights of its staff, learners and collaborators b) Be in Safe Location c) Legally compliant in home jurisdiction (HR, Tax, H&S, etc.) d) Language of teaching and assessment for proposed programme either Irish or English e) Explicit commitment to undertake all health and safety assessments including personal safety egress plans, where they are not already comprehensively in place.
2. Partner which provides Higher Education and Training as a core function (whether or not a Joint Award is envisaged)	a) Recognised higher education and training provider by home government, and established in disciplines <i>related</i> to those provided at IADT
3. Partner which provides Vocational or Further	b) Recognised vocational or further education and



Education and Training as core Function	training provider by home government, and established in disciplines related to those provided at IADT.
4. Partner as a Learner Support Centre or Services Provider (only relevant to national collaborations)	Some, even limited or by-proxy, experience of working with a HE Institution, e.g. Core Staff who have taught on HE programmes in a HEI
5. Partner which is a business, industry or community group for whom Ed & training is an ancillary activity	Some, even limited or by-proxy, experience of working with a HE Institution, e.g. Core Staff who have taught on HE programmes in a HEI

<b>Detailed Risk and Opportunity Assessment</b>				
<b>Characteristic</b>	<b>Description</b>	<b>Risk score</b>	<b>Comment</b>	
1. Type of potential partner	Higher Education Institution	0	Many providers could fall into more than one category, this relates to the predominant role of the provider	
	Further Education/Vocational Institution	1		
	Research Institute	1		
	Commercial Professional Training Institute	2		
	Government department/agency	3		
	Other, publicly funded	4		Lo 0
	Other, privately funded	5		Hi 5
2. Location of proposed partner	Ireland	0	Lo 0	
	UK	1	Hi 4	
	Other Parts of Europe	2		
	Africa	3		
	Asia	4		
	North America	3		
	Elsewhere	4		
3. Reputation of potential partner	Internationally recognised institution or organisation	-1	Lo -1	
	Nationally recognised Institution or organisation	0	Hi 4	
	Neutral – of no particular standing, but not held in disrepute	4		
4. Profile of Partner in fields of Creativity, Art,	International Reputation	-1	Lo -1	
	National Reputation	0	Hi 4	

Design & Technology	Neutral – of no particular standing, but not held in disrepute	4	
5. Qualifications Framework mapped to the European Qualifications Framework or National Framework of Qualifications as relevant	Yes No	0 2	Lo 0 Hi 2
6. Size of partner	Large - well resourced (more than 100 employees) Medium – well resourced (45 – 99 employees) Small - well resourced (44 employees or less) Any size - with limited resources	0 0 1 4 5	Lo 0 Hi 5
7. Participation in some form of External Quality Assurance	Yes, state body Yes, private body No	0 1 4	Lo 0 Hi 4

8. <b>Positive reports under External Quality Assurance</b>	Yes No, i.e. negative Not applicable as no external QA	0 5 4	Lo 0 Hi 5
9. Experience of Collaborative Provision	Significant experience with partners which are Irish Institutes of Technology Significant experience with partners which are Irish Universities Significant experience with State institutes of higher education in the UK Significant experience with State institutes of higher education in the EU Experience with private commercial institutes of higher education in the UK or EU Experience with HE Institutes in North America – Public or Non-Profit Experience with HE Institutes in other jurisdictions	0  1  2  3  4  3  4  5	Lo 0 Hi 5
10. Experience and expertise of partner's staff in management of collaborative provision	Significant experience in collaborative provision Significant experience of collaborative provision but in a different context No / very limited experience	0 3 5	Lo 0 Hi 5

11. Partner's experience of working with IADT to date	Within last year Within last 3 years Never	0 1 3	Lo 0 Hi 3
12. Partner's previous programme collaboration with IADT	Within last year Within last 3 years Never	0 1 2	Lo 0 Hi 2
13. Language of Partner	English – first language English – second language Not English	0 2 4	Lo 0 Hi 4
14. Staff and student wellbeing regarding political climate	Very stable Less stable	0 3	Lo 0 Hi 3
15. Staff and student wellbeing regarding health and safety (locality)	Very safe Safe	0 3	Lo 0 Hi 3
16. Staff & student wellbeing in respect of equal opportunities	Fully meets Irish and EU legislation Does not meet Irish and EU legislation	0 5	Lo 0 Hi 5

17. Indemnity and insurance	Already in place Will be arranged and confirmed	0 2	Lo 0 Hi 2
18. Duration of programme	9 months (academic year) 12 months (calendar year) 2 years 3 years 4 years	1 2 3 4 5	Lo 1 Hi 4
19. Financial commitment	Financial Benefit to IADT No costs to IADT Costs shared with partner All costs borne by IADT	-1 0 2 5	Lo -1 Hi 5
20. Are there any implications for IADT compliance with ECF	No Yes	0 5	Lo 0 Hi 5
21. IADT Department's experience of organising such collaborations successfully	Has experience relevant to proposal Has experience but more limited than proposal No experience	0 2 5	Lo 0 Hi 5

22. Equivalence of Student Experience	Students will have access to teaching, learning and support facilities equivalent to those at the IADT main campus	0	Lo 0 Hi 3
	Students will not have the same access to facilities, but only to a minor degree (must be considered explicitly during validation)	3	
23. Health and Safety – will the student or staff undertake work that would require a H&S assessment at IADT?	No	0	Lo 0
	Yes –assessment or equivalent has been undertaken	2	Hi 3
	Yes - assessment or equivalent will be undertaken	3	
24. Health and Safety – will the student or staff undertake work that would require Garda Clearance at IADT?	No	0	Lo 0
	Yes – clearance or equivalent has been undertaken	1	Hi 2
	Yes - clearance or equivalent will be undertaken	2	
25. Are there Personal Evacuation Egress Plans for students with disabilities	Yes	0	Lo 0
	No – will be undertaken	1	Hi 1

Max score possible: 93      Min score possible: -3 The Partnership Oversight Committee uses this assessment in a discretionary manner to guide them in their decision-making. The decision resides with the Committee.

Less than 40      Green – consider progressing

Between 40 & 60      Orange- consider progressing with caution. Mandatory full year review of legal agreements and partnership arrangement at end Yr 1

Greater than 60      Red – consider not progressing





## Appendix Five

### Memorandum of Understanding

Between

Dún Laoghaire Institute of Art Design and Technology, Kill Avenue, Dún Laoghaire, Co Dublin, Ireland

And

Prospective Partner

1. The purpose of this Memorandum of Understanding is to put in place a formal mechanism for the exchange of information between the parties for the purpose of enabling dialogue towards the establishment of xxxxxxxxxxxxxxxx Programme, etc.. Insert idea summary – scoping the project.
  
2. IADT and Partner agree to share certain information in the possession of each party for the purposes of:
  - a. Establishing if it is legally possible to enter into a partnership for the provision of a collaborative programme
  - b. Establishing if it is mutually beneficial to enter into a partnership for the provision of a collaborative programme
  - c. Establishing if the parties have the capacity to undertake the project envisaged
  - d. Establishing if the parties are in good standing with the legal authorities in their respective jurisdictions
  - e. Establishing if the parties are in good standing with any relevant external quality assurance agency
  - f. Establishing if the parties are in good standing with any relevant professional body
  - g. Establishing the framework by which a joint award might be established between the parties
  - h. Establishing the financial implications of working together
  - i. Establishing the human resource, including any industrial relations implications of working together
  - j. Establishing if the parties are sufficiently financially robust to undertake the project proposed.
  - k. Identifying any specific or unique perspectives of the potential partner in respect of education/industry/research/civic engagement/enterprise.



3. It is agreed that this information may be best exchanged in a formally documented self-study which also addresses areas such as quality assurance, staff and staff development, student profile etc.
  
4. **It is understood that** IADT is a public body in Ireland and came under the terms of the Freedom of Information Act (FOI) with effect from 21st October 2001. It is also a registered Data Controller and will comply with its obligations under the Data Protection Acts of 1988 and 2003 with regard to the dissemination of personal information to any third party. It is understood by the parties that under the FOI Acts, anyone is entitled to apply for access to information not otherwise publicly available. Each person has a right to:
  - access to records held by the Institute
  - correction of personal information relating to oneself held by the Institute where it is inaccurate, incomplete or misleading
  - access to reasons for decisions made by the Institute directly affecting oneself.

The Institute undertakes to hold confidential any information provided by XXX under this agreement as agreed in the attached Non-Disclosure Agreement.

When supplying information XXX shall consider if any of the information supplied should not be disclosed under an FOI request and if it should not be disclosed XXX shall, when providing the information, identify same and specify the reasons for its sensitivity.

IADT shall consult with XXX about sensitive information before making a decision on any FOI request received. Should information supplied by XXX be sensitive, XXX shall make a statement to that effect. Such information may be released in response to an FOI request. The decision on the release of records/information rests initially with the Decision Maker in the Institute and ultimately (under external review) with the Information Commissioner.

The FOI Act provides very specific protections for sensitive business, personal or confidential third party information. It is clearly in the interests of third parties that they co-operate with the Institute by identifying such information and the reasons for any sensitivity when supplying tender information.

#### **Information Obtained in Confidence (Section 26)**

*Subsection (1)(a) of Section 26 of the Freedom of Information Act provides that information shall be protected if (i) it is held on the basis of a mutual understanding of confidence (ii) the information is important and (iii) releasing it would jeopardise the future supply of similar information. However the head has discretion to consider release of the information if on balance, he or she is of the opinion that it is in the public interest to do so.*



*Prior to making a decision on such release, the consultation procedures in section 29 must be followed.*

*Subsection (1)(b) of Section 26 that information shall be protected if disclosure would constitute a breach of a duty of confidence provided by an agreement, by an enactment that is not specified in the third schedule or otherwise by law. There is no public interest test for such information and the consultation procedure under section 29 does not apply. The term "otherwise by law" would apply to a common law duty of confidence.*

*Neither Subsection (1)(a) nor (1)(b) of section 26 applies to a record prepared by a head or member of staff in the course of the performance of their official functions unless disclosure of the information would constitute a breach of a duty of confidence provided by an agreement or enactment or otherwise by law AND the duty is owed to a person other than a public body, head or director or member of staff of a public body or a person who is providing a service for a public body under a contract for services.*

***Commercially Sensitive Information (Section 27)***

*Section 27 provides that a public body shall refuse to grant access to commercially sensitive information to persons other than the individual or company to whom the information relates. The head has discretion to consider release of the information only in exceptional circumstances where, on balance, he or she is of the opinion that it is in the public interest to do so. Again, the consultation procedures in section 29 must be followed before making a decision on disclosure.*

**5. Use of information**

[A non-disclosure agreement is in appendix one (optional)]

The information provided by the parties to each other shall only be used to enable the parties make decisions about their potential partnership. Anonymized, non-identifiable information exchanged between the parties may be used to carry out research, studies, analyses and evaluations in considering the merits of the proposed collaborative programme between the parties.

6. Neither party shall use the information provided under this Memorandum of Understanding unless it is for a purpose specifically authorised herein or specifically required by law.
7. The following information amongst other relevant data may be exchanged:
  - a. Student numbers (FTE)
  - b. Staff numbers
  - c. Audited Accounts
  - d. Evidence of qualifications of principals
  - e. Organisational profile including services provided, educational programmes offered, numbers of graduates, etc.
  - f. Descriptions of facilities and equipment



- g. Descriptions of respective legal standing and origin of authority in respect of any education and training (accreditation, degree-awarding powers, etc.)
  - h. Evidence of compliance with local tax legislation (e.g. Tax Clearance Certificate)
  - i. Number and type of legal cases to which the parties are party before the courts
  - j. Reports of external quality assurance bodies, Education Departments, professional bodies, etc.
  - k. Evidence of accreditation and reports from accreditation and or external quality assurance agencies
  - l. Evidence of incorporation/legal standing
  - m. Evidence of ownership
  - n. Nature of the respective physical environments, facilities etc.
  - o. Nature of learning environment including libraries, Virtual Learning Environment, Student well-being and pastoral supports, sports facilities, etc.
8. This information shall only be used for the purposes described in paragraph 2.
  9. Each party shall communicate the information covered by this Memorandum of Understanding in such form and at such intervals as shall be mutually agreed upon between the parties concerned, but in any case not until IADT has formally granted initial approval to consideration of the project proposed.
  10. Exchange of information under this Agreement may occur through such computerised exchanges as may be developed between the parties, respecting the purpose and context of the exchange.
  11. Each party waives any claim for reimbursement from the other party of any cost it may incur in carrying out actions under this Memorandum of Understanding.
  12. Each party undertakes to maintain, respect and protect fully the confidentiality of the information received under this Memorandum of Understanding and not to release it to anyone other than the individual to whom it relates, unless such release is clearly authorised herein or specifically required by law.
  13. In order to prevent the unauthorised disclosure, copying, use, or modification of information provided to a party under this Memorandum of Understanding, the receiving party agrees to restrict access to such information on a need to know basis, and use recognised security mechanisms such as passwords, encryption or other reasonable safeguards.
  14. Any personal information supplied by either party to the other shall be maintained, retained or disposed of in accordance with the Data Protection Act 1988 and XXXXXXXXXXXXXXXX.
  15. The parties agree the information requested under the terms of this Memorandum of Understanding will be a copy of the information requested, and do not guarantee its accuracy and will not be held responsible to the other party for any damages resulting from the transmission or use of any information that is inaccurate or incomplete.
  16. Where the providing party has supplied information that is later found to be inaccurate, it is to give written notice to the receiving party who is, subject to its laws, to take the action necessary to conform its records to those of the providing party.
  17. The parties grant permission to each other to seek information on each other directly from national authorities or statutory or voluntary regulatory or professional bodies, to



- include amongst others: external quality assurance agencies; accreditation agencies; company registration offices; national revenue offices; etc..
18. This Memorandum of Understanding shall commence on, and take effect from, the date on which it is signed by the last of the parties to do so.
  19. The possible authorised signatories from IADT are:
    - a. Any member of the Executive Management Team
    - b. Head of any Academic Department
    - c. Chair of the Partnerships Oversight Committee
    - d. Educational Partnerships and Student Services Manager
  20. The possible authorised signatories from XXXX are
    - a. Xx
    - b. Xx
    - c.
  21. This Memorandum of Understanding may be amended only by written agreement of the parties hereto.
  22. This Agreement shall remain in effect until terminated by either party in accordance with paragraphs 21 and 23, but shall in any case extend no longer than 24 months.
  23. Either party shall reserve the right to terminate this Memorandum of Understanding by giving three months written notice of termination to the other party.
  24. Notwithstanding paragraph 21 either party shall reserve the right to terminate this Memorandum of Understanding unilaterally in the event of non-compliance with the provisions regarding the use of, security, confidentiality, collection, disclosure, maintenance, retention, destruction, disposal and the information that are contained herein. The party wishing to terminate this Memorandum of Understanding shall send to the other party a written notice of termination stating the reasons for termination and the latter party shall then have seventy-two (72) hours from the date of receipt of this notice to remedy the situation to the satisfaction of the first party, failing which the Memorandum of Understanding shall be automatically terminated.
  25. Either party shall reserve the right to suspend this Memorandum of Understanding giving seventy-two (72) hours written notice of suspension to the other party, unless both parties mutually agree in writing to the immediate suspension of the Memorandum of Understanding. Once a party suspends this Memorandum of Understanding, both parties are no longer required to continue supplying each other with information but are otherwise bound to respect the terms of this Memorandum of Understanding. The suspension shall be for a specified period, pending the resolution of matter(s) of concern, but it will not constitute an act of termination in respect of paragraph 21.

This Memorandum of Understanding has been signed on behalf of Dún Laoghaire Institute of Art, Design and Technology by authorised signatory xxxxxxxxxxxxxxxxxxxx, and on behalf of PARTNER by authorised signatory xxxxxxxxxxxxxxxxxxxx on the dates written below.

*Original signed by:*

For Dún Laoghaire Institute of Art, Design and Technology

For Partner



Witnessed by

Date

\_\_\_\_\_

Witness

Witness

\_\_\_\_\_

Witness

Witness



Annex One

## NON-DISCLOSURE AGREEMENT

This AGREEMENT dated this **type here** (the “Effective Date”)

BETWEEN

Dún Laoghaire Institute of Art, Design and Technology, located at Kill Avenue, Dún Laoghaire, Co. Dublin, Ireland, of one part and

**type here** [*insert name and address*] of the other part.

### 1. AGREEMENT

Preparatory to, at, or arising from a meeting on **type here**, the parties are prepared to disclose to each other certain technical and commercial information relating to their educational, commercial and research activities, for the purpose of exploring a possible **type here** (the “Purpose”) [*insert the most appropriate purpose, e.g. collaboration, technology, evaluation, licensing of technology etc.*].

- 1.1 “Confidential Information” shall mean any of the following, whether (i) disclosed by or on behalf of the Disclosing Party to the Receiving Party orally or in writing or (ii) learned by the Receiving Party through observation or examination of any documents, licences, contracts, books, records, data, software, source codes or products of the Disclosing Party or (iii) learned by the Receiving Party through observation or examination of the Disclosing Party’s offices, processes or procedures or (iv) otherwise learned by the Receiving Party in any manner except as set forth in paragraph 5 hereof:
- 1.2 any information relating to the products or services of the Disclosing Party in which the Disclosing Party claims a proprietary and/or confidential interest;
- 1.3 all confidential matters of the Disclosing Party including, without limitation, technical know-how, design rights, trade secrets, technical data, analyses, compilations, concepts, technical processes, formulae, specifications, inventions, research projects, customer lists, pricing policies, operational



methods, financial information, actuarial information, marketing information, market opportunities and other business affairs of the Disclosing Party;

- 1.4 any information of a confidential nature concerning the Disclosing Party's customers, suppliers, employees or consultants; and
- 1.5 any information the Disclosing Party has received from others which the Disclosing Party is obliged to treat as proprietary and/or confidential.

## 2. **CONFIDENTIALITY**

Since the information to be disclosed is considered to be confidential by each party, the disclosure to the other party shall be made on the basis that the Receiving Party shall maintain the Confidential Information received in confidence, and shall not, without prior written consent of the Disclosing Party, disclose the Confidential Information or use the Confidential Information other than for the specific Purpose noted above.

The Receiving Party acknowledges that irreparable injury and damage may result from disclosure of any Confidential Information to third parties or utilisation of Confidential Information for purposes other than connected with the Purpose. The Receiving Party agrees to treat the Confidential Information in the strictest confidence and to undertake the following additional obligations with respect thereto:-

- 2.1 The Receiving Party shall not, at any time hereafter, without the Disclosing Party's prior written consent: (i) disclose any Confidential Information to any third party or (ii) disclose the existence of any of the Disclosing Party's products or services or any information relating thereto to any third party or (iii) use any Confidential Information except pursuant to and in connection with the Purpose.
- 2.2 The Receiving Party shall not make or use any copies, synopses or summaries of oral or written material, photographs or any other documentation or information made available or supplied by the Disclosing Party to the Receiving Party except such as are strictly necessary for the Receiving Party's internal communications in connection with the Purpose or as are strictly necessary to accomplish the purposes of the Purpose.

Neither the Receiving Party nor any of its employees or agents shall disclose to any third party or make any public announcement with respect to the Disclosing Party's products or Confidential Information without the prior written consent of the Disclosing Party.





3. **EMPLOYEES**

The employees of the Receiving Party, shall be informed of the obligations under this Agreement with respect to the Confidential Information and shall have agreed to hold the Confidential Information confidential and not to disclose it or use it other than for the specific Purpose of this Agreement.

4. **NOTICE**

In the event of the Receiving Party, under any applicable law, being required (by oral questions, interrogatories, requests for information or document subpoenas, civil investigative demand, governmental investigations or similar processes) to disclose any Confidential Information, the Receiving Party will provide the Disclosing Party with prompt notice of such request or demand so that the Disclosing Party may seek an appropriate protective order and/or consider granting a waiver of the Receiving Party's compliance with the provisions of this Agreement.

5. **EXCEPTIONS**

The obligations of the Receiving Party set out in this Agreement shall not apply to any part of the Confidential Information:

- 5.1 which at the time of disclosure by the Disclosing Party is already in the possession of the Receiving Party; or
- 5.2 which at the time of disclosure by the Disclosing Party is, or thereafter becomes through no fault of the Receiving Party, public knowledge; or
- 5.3 which after disclosure by the Disclosing Party is lawfully received by the Receiving Party from a third party who has the right to disclose such information to the Receiving Party; or
- 5.4 which becomes part of the public domain through no fault or action on the part of the Receiving Party; or
- 5.5 which is required to be disclosed by law or court order.

6. **SCOPE**

This Agreement shall not be construed to grant the Receiving Party any licence or other rights, except as expressly set forth above. This Agreement constitutes the full and complete agreement in this matter between the parties. Any amendment to this Agreement must be made in writing and such amendments are valid only upon the mutual consent of both parties.



**7. DURATION**

The obligations of this Agreement shall be in effect for a period of five (5) years from the effective date of this Agreement.

**8. ASSIGNMENT**

This Agreement is specific to the parties hereto and the rights and obligations hereunder may not be assigned in whole or in part by either party without the prior written consent of the other party.

**9. GOVERNING LAW AND JURISDICTION**

This Agreement shall be construed and governed according to the laws of Ireland and shall be subject to the exclusive jurisdiction of the Courts of Ireland.

IN WITNESS WHEREOF the parties hereto signed this Agreement or caused this Agreement to be duly executed by their duly authorized representatives.

\_\_\_\_\_

For and Behalf of Dún Laoghaire Institute of Art, Design and Technology

\_\_\_\_\_

Signed by type here

\_\_\_\_\_

Date

An authorised signatory of type here

## Appendix Six

Check list of items to be included in legal agreements. Depending on the context the matters will be dispersed between a consortium agreement and a joint awarding agreement or in a consortium agreement only. The common term used to describe this key agreement is Memorandum of Agreement. This check-list for legal agreements refers to a “consortium” using it as a collective noun for a group of partner-providers collaborating together for the purposes of providing a programme of higher education, which may lead to the award of one of the partner providers, or a joint award of a number of the partner providers, or a joint award of one of the partner providers and another awarding body. Generally a consortium does not have a legal personality, but it may do so. Where such an entity is established the distribution of responsibilities and authorities between the parties must be carefully undertaken and legal advice taken.

### Opening matters

- 1 The date that the agreement is made and the period of the agreement<sup>51</sup>
- 2 What the document is about and the parties to it (the partner-providers and/or awarding bodies if a joint award) together with each of their registered addresses together with details of their legal status.<sup>52</sup> If the partner-providers/awarding bodies agree, this item may also name service providers<sup>53</sup> to the consortium who it has been decided need to be included in the terms of the agreement.
- 3 The address for the consortium and its distinguishing name (if any)

### If a consortium, the purpose of the consortium

- 4 The purpose of the consortium [to develop and/or provide programme(s) of education and training and/or programmes leading to awards made by IADT.]

### Jurisdiction

- 5 The jurisdiction within which the agreement is enacted and the legal framework within which it should be interpreted.

### Legislative and Policy requirement and Context

- 6 A list of the legislation and regulations that provide a large part of the overall context within which the consortium needs to operate, e.g.

The Institutes of Technology Acts (1992-2006)

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<sup>51</sup> Where the agreement is signed by parties on different days, the date that the agreement is made will generally be the date upon which the last signatory signs the agreement.

<sup>52</sup> For example, whether the party is an [Institute of Technology](#), a private limited company incorporated in Ireland, or a [University](#) established by charter

<sup>53</sup> Service providers are individuals or bodies that provide services for, or to the consortium, such as premises and technical services, but not as provider members.

- Ireland's legal and taxation requirements (2.1.10)<sup>54</sup>
- 7 The requirements of QQI and particularly its
    - Policies, actions and procedures for access, transfer and progression for learners'
    - Principles and Operational Guidelines for the Implementation of a National Approach to **Credit** in Irish Higher Education and Training
    - Principles and Operational Guidelines for the Recognition of Prior Learning in Further and Higher Education and Training
  - 8 The requirements and guidance (as appropriate) of the following international agreements
    - Convention on the Recognition of Qualifications concerning Higher Education in the European Region (the Lisbon Convention), 1997
    - Standards and Guidelines for Quality Assurance in the European Higher Education Area (ESG), 2005-9
    - Framework For Qualifications in the European Higher Education Area, 2005
    - OECD/UNESCO Guidelines for Quality Provision in Cross-Border Education

#### Governance and management of the consortium

- 9 This section of the agreement sets out the nature and composition of the decision-making body for the consortium.

Negotiations to establish the consortium agreement should establish whether the membership of this decision-making body is to comprise the partner-providers' Presidents (or their equivalents) or their nominees and whether this body is to include external members, and in what capacity. (Step 14 on the Flow Diagram)

It should state whether there is to be representation on this body for one or more members of the programme team including its leader and whether the decision-making body includes one or more representatives of learners and, if so, whether they are observers or full members.

- 10 This section of the agreement also sets out how the decision-making body takes its decisions and how it conducts its business. It states how meetings are to be chaired and the status of this chairperson and whether that extends to speaking for the consortium (where necessary) to external regulators and national authorities.
- 11 It also sets out how differences between members of the decision-making body or among the partner-providers are to be handled. If the adoption of means of alternative dispute resolution (such as mediation or arbitration) are acceptable to the decision-making body it should specify this and require that disputes are submitted to such means – and that the alternative means of dispute resolution are exhausted – before there can be recourse to litigation.
- 12 In a transnational arrangement, the statements required by paragraph 11 above are have particular logistical dimensions and should be given careful consideration.

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<sup>54</sup> Members of the consortium will each need to understand the taxation implications of the collaboration for themselves and for the consortium as an entity in its own right (where this is relevant).

- 13 Under the heading of 'Responsibilities and liabilities' it will be necessary for the consortium agreement to state that the consortium and individual partner providers are responsible for ensuring for the receiver country that all local statutory and other legal requirements are met by the consortium in respect of the operation of the relevant programmes.
- 14 Under 'Governance', a consortium agreement for a transnational collaboration should include an explicit statement of any means of mediation or arbitration the partner providers intend to operate before having recourse to legal remedies (alternative resolution of disputes) and how these will be paid for (parties usually pay their own costs). Partner providers may decide to have disputes between them settled in any jurisdiction on which they can all agree.

#### *Arrangements for the updating, review, termination and/or renewal of the consortium agreement*

- 15 How the consortium reviews the effectiveness of the consortium agreement, its performance and with what frequency.
- 16 Paragraphs that identify the reports on the performance of the consortium overall that are required for the partner-providers, external regulators and national authorities, how these are to be drawn up and who is to receive them.
- 17 Paragraphs that state how the consortium agreement may be updated, or otherwise amended, and renewed.
- 18 Paragraphs that state how a partner-provider may terminate its membership of the consortium or a new partner-provider join the consortium, and the consequences of such actions.
- 19 How the consortium may be wound up or terminated, how its liabilities are to be met and its remaining assets distributed.
- 20 How, in the event that the consortium is to be wound up, the transfer of learners to other programmes leading to equivalent qualifications is to be managed (and who is to be responsible for managing it), and how residual responsibilities – such as student after-care including references, replacement parchments, and replacement Europass Diploma Supplements, permanent record retention are to be provided
- 21 How, in the event of its closure, the consortium and partner-providers will meet their responsibilities under Sections 43 and 44 of the Qualifications Act (1999).

#### **Management, including financial management**

##### *Management*

- 22 Whether the consortium is managed on a day-to-day basis by its decision-making body (paragraph 10) or by individuals appointed by that body. If the latter, how those individuals are identified by the consortium and either appointed by it or seconded to it from one or more provider members.

- 23 How the academic leadership of the consortium is to be provided if that is not located with those managing it on a day-to-day basis (see above).
- 24 How the members of the consortium communicate with each other on a day-to-day basis and with the consortium's staff, for example, through designated link or liaison persons.
- 25 How academic, administrative, and support staff are to be provided for its collaborative programmes; how, and on what basis, they are to be paid; how their employment and other statutory rights are to be safeguarded and the requirements of employment law met.
- 26 Where is liability is to rest in the event of employment law claims.

#### *Financial management*

- 27 An introductory paragraph that requires partner-providers to account for income and expenditure in relation to their actions together and to act in such a way as to meet all legal and other requirements of the relevant jurisdiction.
- 28 Paragraphs setting out the accounting rules and conventions that are to be applied by the consortium for its accounts.
- 29 Provisions stating whether reserves are to be held by the consortium against contingencies and what insurance (if any) partner members are required to carry against liability, e.g. professional indemnity insurance.
- 30 How fees from learners and other payments to the consortium are to be determined, received and accounted for how the costs of uncollected fees will be apportioned.
- 31 How payments for services provided to the consortium and liabilities for taxation are to be made.
- 32 How income after payment for services and liabilities is to be distributed between the provider members.
- 33 In a transnational consortium agreement also needs to set out whether and where the consortium will be registered for business purposes what currency it will use in its own accounts what currency it will hold monies it has received its banking and money transfer arrangements
- 34 Attention also needs to be given to taxation matters, whether or not these are referred to in the consortium agreement.

#### *Services and service providers*

- 35 Paragraphs describing the services the consortium undertakes to provide for itself and those it has (or proposes to) contract out to individual partner-providers or third-parties to provide on its behalf, how these will be paid for and how performance against the contract terms will be monitored, e.g. rental of facilities, provision of student supports, etc..

## Responsibilities and liabilities

### *The consortium's legal and general responsibilities for the programmes it offers*

- 36 A paragraph stating the consortium's acknowledgement that under Irish legislation (and if relevant any other jurisdiction's legislation) that the partners are legally responsible for the education and training it provides.
- 37 Paragraphs identifying the consortium's general responsibilities for the programmes that it provides and how they are to be addressed, including
- access for learners – their recruitment, entry, registration and induction and the provision of information about the consortium's programme(s)
  - providing and managing the learning environment, tuition, and learning support for programmes provided through the consortium
  - how the entry requirements for learners to be enrolled on the consortium programme are to be set by the consortium
  - how the consortium sets the minimum number of students to be recruited in order for the programme to run one and the maximum number of students to be recruited to each entry cohort on the basis of the learning resources initially provided by the consortium; how these numbers are to be reviewed and updated
  - if the collaborative programme fails to enrol the minimum number of students that has been set, and the programme does not run, how the consortium will apportion the costs to date
  - for the quality assurance procedures that are to be applied and for ensuring that they are observed
  - for ensuring that the consortium's assessment strategy is followed
  - how the certification of learners' achievements by the consortium and individual provider members is to be undertaken and how IADT and the consortium ensure that the parchment and the EuroPass Diploma Supplement issued to each student are in the formats approved.
- 38 The responsibilities of partner-providers individually, and the consortium collectively for ensuring the accuracy and currency of information about the collaborative programme issued by or on behalf of the consortium safeguarding the standards of the awards made through the consortium agreement protecting the interests of learners in the event of the termination of the consortium under Section 43 of the Qualifications Act (1999) providing agreed contributions to the learning environment, tuition and learning support ensuring that the names of the individual partner-providers (and the consortium, where appropriate) are inscribed on the programme's Certificate of Validation (or equivalent document)

### *Core Responsibility of IADT*

- 39 The responsibilities of the Institute to approve the quality assurance arrangements for the consortium and monitor the quality and standards of programmes provided through the consortium which are leading to IADT awards only bearing mind authority delegated and responsibilities to QQI.

### *The responsibilities of partner-providers to one another and the consortium*

- 40 Paragraph(s) setting out the responsibilities and liabilities of provider members of the consortium to each other and how these are to be discharged in each case.
- 41 Responsibilities and liabilities of partner-providers for indemnifying other partner-providers for failures to act, or provide services as required by the agreement, legislation or regulations, and any limitations on those indemnities.

### *Other responsibilities of the consortium*

- 42 Responsibilities of the consortium (and how they are to be met) for
- holding property (where relevant)
  - employing staff (where relevant), including safeguarding their employment rights and resolving disputes between staff and the consortium
  - provisions specifying how intellectual property rights are to be handled including intellectual property that is or has been
  - developed by partner-providers for the consortium
  - previously developed by a partner-provider and used by or licensed to the consortium
  - developed by the consortium
  - developed by the consortium's employees
  - developed by third parties for the consortium
  - developed by students.

### **Status of learners registered to study through the consortium**

- 43 Where relevant (e.g. agreements leading to the enrolment of international students either in Ireland or in another jurisdiction) the partner has adequately incorporated the IHEQN 2009 [Provision of Education to International Students, Code of Practice and Guidelines for Irish Higher Education Institutes and QQI 2015 Code of Practice for the provision of programmes to international students](#) into its policies and procedures and associated agreements with partners.
- 44 The responsibilities of the consortium to learners and the rights of learners' registered with the consortium to support and services (including academic guidance, careers advice, welfare and placements) equivalent to those enjoyed by students in Ireland.<sup>55</sup>

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<sup>55</sup>

Policy for collaborative programmes, transnational programmes and joint awards, paragraph 3.19



- 45 Learners' rights of access the facilities and buildings of the provider members including:
- workshops;
  - laboratories; studios;
  - libraries;
  - computer networks;
  - Virtual Learning Environments;
  - Sports, pastoral and health facilities
  - general teaching and learning spaces;
- 46 The right of learners registered with the consortium to make complaints about the services provided for them through the consortium and the relevant process for making complaints; who receives complaints on behalf of the consortium how they are addressed. The office or body to whom students may address themselves if their complaint is not dealt with to their satisfaction.
- 47 The rights of learners registered with the consortium to appeal to it and to partner-provider members about academic decisions and the relevant process to be followed to make an academic appeal against an academic or procedural decision made by the consortium or on its behalf. The office-holder or representative of the consortium to whom academic appeals are to be directed and a summary of the procedures to be followed. A statement of the office or body to whom students may address themselves if their appeal is not dealt with to their satisfaction.

#### **Quality assurance and the consortium**

- 48 A paragraph stating the recognition of individual partner-provider members of the consortium, and the consortium collectively, to ensure that programmes provided through the consortium are recognised as meeting Ireland's National requirements.
- 49 Paragraphs describing the consortium's quality assurance procedures and arrangements for monitoring and periodic review of the consortium and the programme(s) it provides.
- 50 Paragraphs stating that where members of the consortium are registered QQI providers that it will be subject to QQI institutional review and that collaborative provision (including their participation in the consortium) will be reviewed as part of that institutional review, as well as any possible sector type reviews.
- 51 In the context of a transnational consortium the commitment of individual partner-provider members of the consortium, and the consortium collectively, to ensure that programmes provided through the consortium are recognised as meeting (at a minimum) the National requirements of each partner-providers, including Ireland.
- 52 Paragraphs that identify the national and transnational quality and other agencies relevant to the consortium's work and the programmes it offers, and state its agreement

to work within their requirements, including any operated jointly for all by the agencies on behalf of all of them to meet their respective requirements.<sup>56</sup>

- 53 Where the collaborative programme is to lead to an IADT award a paragraph stating IADT will conduct the validation, whether the validation will be undertaken in collaboration with the partner, and whether the partner(s) undertake to accept and implement the findings of the validation.
- 54 Paragraphs describing the consortium's quality assurance procedures for the programme including arrangements for **monitoring** and **periodic review** of the consortium **and** the programme(s) it provides.
- 55 Detail on external examining arrangements as indicated below.

#### *Participation of partner-providers in quality assurance procedures*

- 56 A paragraph stating the requirement that partner-providers participate fully in the consortium's quality assurance procedures, including validation, monitoring, and review of programmes provided through the consortium (and the consortium agreement itself) and that partner-providers undertake individually, and jointly through the consortium, to implement recommendations and requirements arising out of these processes.
- 57 A paragraph stating that each partner-provider and the consortium as a whole undertakes to cooperate with and participate in the quality assurance procedures and quality evaluations of other partner-providers when required to do so, whether these are internally or externally organised.
- 58 A paragraph stating the requirement that partner-providers participate fully in the consortium's quality assurance procedures, including access to validation, monitoring, and review of programmes provided through the consortium (and the consortium agreement itself), and that partner-providers undertake individually, and jointly through the consortium, to implement recommendations and requirements arising out of these processes.

#### *External quality assurance arrangements*

- 59 A paragraph stating that the consortium recognises the responsibilities of the partner-providers/awarding body(ies) to monitor the quality and standards of the collaborative programme and the achievements of learners, and that the consortium and the partner-providers acknowledge their obligation to furnish the awarding body or any national authority with the information (including on completion rates) that is required to fulfil its functions.

#### *Reports*

- 60 How the consortium ensures that reports and recommendations produced in line with its quality assurance arrangements are considered by provider members and recommendations implemented where appropriate.

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<sup>56</sup> Policy for collaborative programmes, transnational programmes and joint awards, 2008, paragraphs 3.2.2-3.2.3

### **External examiners and Peer reviewers and their reports**

- 61 Paragraphs that state how external examiners and peer reviewer for the consortium and individual programmes are identified and appointed by the consortium; who they report to in the consortium; how the consortium's programme team considers reports by external examiners and how the reports are used to safeguard the quality of provision for learners and the standards of the awards as determined by awarding bodies.
- 62 In a transnational context one or more paragraphs that explicitly confirm the requirement in a transnational collaboration through a consortium arrangement that external examiners with the necessary expertise who are familiar with the award standards of the partner-providers be appointed for each programme(s) offered through the consortium that leads to IADT awards.
- 63 Paragraphs that state the consortium's commitment to employ expert panels of peer assessors in its validation and review procedures.
- 64 A paragraph that states to whom in the consortium the external examiners are to address their reports and whether additional persons in the partner providers are also to receive copies.

### **Learners' representation in discussions about their programme(s)**

- 65 The consortium's arrangements for enabling learners to contribute to the management of programmes provided through the consortium.

### **Learner's feedback on their experiences**

- 66 How the consortium gathers feedback from the learners on its programme(s) about their experiences of using the learning environment provided by the consortium, and how frequently this is carried out. How the consortium reports back to learners on the steps it has taken to address points arising from the analysis of their feedback.

### **Signature**

- 67 Signatories to the consortium agreement, date(s) of signatures, and the date the consortium agreement comes into force.

### **Programme Agreement**

- 68 Programme information can be appended in an appendix entitled Programme Agreement. The renegotiation of the consortium agreement need not necessarily involve changing details in a Programme Agreement or vice versa.
- 69 Details of each programme provided by the consortium will have been fully developed as part of its validation.
- 70 Programme information - As a minimum, this should list the information that QQI policy requires be made available for learners by the consortium and individual partner-providers (via their respective web sites and Calendars). It includes

Part I

- the name of the consortium (if any) and the identity of its individual provider members; the date on which the consortium came into operation and the period until its next review and/or re-approval
- As relevant cross-referencing to other agreements, e.g. from a consortium agreement to a joint awarding agreement and vice versa
- the programme's title
- the awarding body/bodies
- the award to which the programme leads, its name and its placement in relevant frameworks of qualifications and the European Credit Accumulation and Transfer System (ECTS) credits associated with the programme
- intermediate exit awards (where relevant) and their ECTS requirements
- the programme's validation status (that is, when it was validated, whether by– or on behalf of– Awarding Body, and when it is to be revalidated)
- access – prior learning and other entry requirements
- recognition by regulatory, statutory and/or professional bodies

#### Part II

- the minimum intended programme learning outcomes
- the outline programme structure including module outlines with the ECTS credits associated with them
- the language(s) of instruction and assessment
- the regulations and procedures that apply to the programme, particularly those for
  - entry
  - progression
  - assessment, including information on the number and characteristics (required expertise) of the external examiners appointed to the programme and the scope of their reports; who their reports are addressed to, and how the programme team, the consortium and partner-providers use the information they contain to safeguard standards and for improvement purposes.
  - appeals
  - complaints
  - discipline, including the expulsion/exclusion of learners
- the schedule of any study periods to be spent in particular partner-providers
- the minimum number of learners to be enrolled before the programme can be offered and the maximum number of learners approved for each year of the programme.

#### Specific Programme management

- 71 A paragraph identifying the programme leader and individual members of the programme team.
- 72 Paragraphs setting out how the programme is managed on a day to day basis.
- 73 Paragraph stating representation for learners on any programme consultative committee or other committee.

### **The learning environment to which students on the programme have access and the location(s) of particular facilities**

74 The number of hours of tuition provided; how much self-directed learning is expected.

75 Location of provision

76 Learning support required

- Workspaces, workshops, laboratories and studios and where they are located
- ICT
- Virtual learning Environment (if appropriate)
- Library and borrowing and reading privileges for learners

### **External examiners**

77 The number and characteristics (required expertise) of the external examiners appointed to the programme and the scope of their reports; who their reports are addressed to, and how the programme team, the consortium and partner-providers use the information they contain to safeguard standards and for improvement purposes.

### **Programme handbook**

78 As a minimum, the programme handbook should contain paragraphs or links to the information, which should be provided for students together with contact details for the programme leader and the programme office. All curricula and other programme requirements should be provided in this document.

### **Programme level quality assurance procedures**

79 Restatement that the programme is provided in keeping with the consortium agreement and IADT's and QQI's policies, procedures regulations and criteria and (where relevant) those of other relevant national/regional authorities, and awarding bodies, and that partner-providers are required to participate in these arrangements.

80 Paragraphs setting out the quality assurance procedures that apply to the programme including the procedures of any professional, statutory and/or regulatory bodies to which the programme is linked in addition to Awarding Body. These paragraphs should include explanatory material that links to the consortium agreement, the consortium's quality assurance arrangements (including, possibly, the consortium's quality assurance manual) and the quality assurance manuals of the relevant partner-providers.

81 The nature of the quality assurance reports to be provided by the programme team to the consortium; top-level committees of partner-providers and to awarding bodies and regulators.

82 Protocols for publishing quality assurance reports, validation reports and reports by external examiners to the web.

83 Student records: who on the consortium team has access to update them and how the consortium and the programme team ensure that data is held securely and the relevant arrangements comply with national regulations including data protection legislation.



- 84 Responsibilities of staff on the programme team for providing information for certificates and Europass Diploma Supplements including ECTS information (and references for learners).
- 85 How feedback is gathered from learners, analysed, and used for improvement purposes.

*The consortium's procedures for receiving and handling appeals against academic decisions and complaints about the services it provides or that are provided on its behalf*

- 86 The rights of learners to appeal against unfair academic decisions and complain about the services provided by or on behalf of the consortium to enable them to learn. Where learners submit appeals and where they submit complaints.



## Appendix Seven

**Guideline to support panellists conducting an evaluation of  
a Consortium agreement to support the  
provision of Collaborative (transnational) programmes in a local or transnational  
context and Validating a Collaborative (transnational) programme (not leading to a  
joint award)**

This guideline may of particular assistance to panellists not familiar with the context and detail of Irish Higher Education and its awards.

## Overview of the process

### What the Validation Panel expects to receive from the Collaborative (transnational) programme Team and Relationship Management Team for evaluation:

- In the form of a self-evaluation, addressing the items under Question 3 below for the consortium agreement, with associated appendices and in a separate self-evaluation addressing the criteria for the programme validation as provided in Question 10 below in part two:
  - The draft Consortium Agreement (or equivalent)
  - The IADT reports arising from the due diligence conducted in respect of the partner(s)
  - The minute (or equivalent) of the approval of the consortium by IADT's senior deliberative body
  - Any other supporting material, including institutional reviews (or equivalents) of partner providers or national statements on the status of the partner provider(s), or information on the legal or quality assurance systems pertaining to a particular jurisdiction
  - Programme Self-assessment including curriculum and assessment strategy (addressing validation criteria)

### 1. for the Evaluation of a Consortium Agreement

During the IADT Collaborative (transnational) Programme Validation process the Consortium Agreement is evaluated.

#### Part One

**The objective of the Evaluation of a Consortium Agreement is to establish independently that the Consortium Agreement is an appropriate instrument to underpin the provision of high quality higher education and training by the IADT and its partner(s)**

Are the panellists satisfied that:

- adequate and relevant due diligence has been conducted in respect of the partner provider(s), including the jurisdictional context, with appropriate institutional approval and support?
- The Consortium Agreement is an appropriate legal instrument which encompasses the appropriate quality assurance arrangements to underpin the provision proposed, i.e. there has been an appropriate assignment of responsibilities in the draft consortium agreement for the activities to be conducted in IADT's name



## 2. What the panel uses to makes its judgements:

The panel considers:

- The documentation identified above
- Dialogue and evidence provided during one or more evaluation site visits which must be conducted to verify and examine the information already provided. Where a transnational consortium agreement is being approved a number of complementary visits may occur, e.g. to QQI in Ireland, to a national agency in another jurisdiction, to various partner providers, etc..
- Any input from relevant national agencies in respect of a transnational consortium, provided by a panellist with particular background/expertise, or provided by a national agency in response to queries of a panel

## 3. Overarching areas for consideration and associated critical questions in evaluating the Consortium Agreement

Has IADT conducted adequate due diligence checks in respect of its partner provider(s) under the following headings **and** come to a reasonable adjudication?

### 3.1 General and Academic

- 3.1.1 Have the partners the competence and capacity to fulfil the roles assigned to them in a sustainable way?
- 3.1.2 Are the designated education and training facilities appropriate?
- 3.1.3 In general can the proposed consortium environment promote learning?
- 3.1.4 Do the partners have an open intellectual community that values critical reflection and fosters personal and professional development for learners and staff?
- 3.1.5 Are staff are appropriately qualified and experienced?
- 3.1.6 In general does the pedagogic style incorporate good practice?
- 3.1.7 Do the partners have peer relationships with the broader community of higher education and training?
- 3.1.8 Do the partners demonstrate an understanding that higher education and training is a collegial, international endeavour?
- 3.1.9 Awards made under Ireland's National Framework of Qualifications are intended to promote mutual recognition and confidence in the learning outcomes attained. Are any other awards or accreditation offered through the partners from reputable bodies, and not 'suspect' bodies?
- 3.1.10 Are all formal collaborations with other higher education providers or organisations described and listed in applicant literature and on websites?

Evidence in respect of the above may include, but is not limited to:

- institutional mission statements
- strategic plans, prospectus and marketing literature, history of the institution, etc.
- alumni records
- institutional policies on teaching and learning
- institutional policies on staff recruitment and development
- CVs of staff
- records of how such above policies have been implemented including reviews of same collaboration in joint collaborative (transnational) programmes with other higher education institutions
- details of the awards and accreditations offered by the institution
- participation of staff in higher education or professional networks at disciplinary level
- collaboration in research activity
- participation in conferences and seminars
- publication in academic or professional journals
- contributions to public policy
- engagement with employers and the wider community are also relevant.
- Links at the corporate level as well as between individuals

### 3.2 Quality Assurance

#### *Internal focus:*

3.2.1 Do the partners and the consortium as a whole have robust quality assurance and quality enhancement policies, procedures and practices? Specifically, do the partner provider's strategy, policy and procedures for quality assurance meet European standards for internal quality assurance within higher education institutions as set out in Part 1 of **Standards and Guidelines for Quality Assurance in the European Higher Education Area (ESG)**<sup>57</sup>. *i.e. do the quality assurance policies and procedures of the applicant address:*

- Policy and procedures for quality assurance
- Approval, monitoring and periodic review of collaborative (transnational) programmes and awards
- Assessment of students - is it consistent with **QQI Assessment and Standards and IADT Assessment regulations**
- Quality assurance of teaching staff - Has the Institute systems which develop an organisational culture that promotes the continued enhancement of education and training?
  - Learning resources and support
  - Information systems
  - Public information

3.2.2 Do the partners have a culture and practices underpinning access to, progression from and transfer within higher education and training?

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<sup>57</sup> [http://www.engq.eu/files/ESG\\_3edition%20\(2\).pdf](http://www.engq.eu/files/ESG_3edition%20(2).pdf)

- 3.2.3 Do the partners assign credit in a transparent way?
- 3.2.4 Is the availability of support services for learners comparable to those available to learners in Ireland?
- 3.2.5 Does the proposed consortium agreement embed the role and contributions of external examiners into the work of the consortium and the collaborative (transnational) programme team?
- 3.2.6 Is there an explicit commitment to appoint external examiners who have direct experience of collaborative (and transnational) provision?
- 3.2.7 Where the provision is transnational are there two external examiners, one from each jurisdiction, and are the externs obliged to visit each location?

*External focus:*

- 3.2.8 Are the requirements of the national quality agency or other licensing authorities in the receiver country (and the countries of other partner-providers, where relevant) acknowledged and provided for?
- 3.2.9 Are the partners externally reviewed? What professional/accreditation relationships do the partners have?
- 3.2.10 What consultation/liaison has been conducted with relevant national agencies?
- 3.2.11 Does the IADT or the partner provider need national 'permission' to engage in the provision envisaged?
- 3.2.12 Have the procedures through which the requirements of external parties and the requirements of QQI and other partner-providers been established so that they can be harmonised on a continuing basis?
- 3.2.13 Will the proposed collaborative (transnational) programme be recognised in the jurisdiction in which it is proposed to offer it?
- 3.2.14 Has it been demonstrated that the agreement is consistent with the OECD/UNESCO Guidelines for Quality Provision in Cross-Border Education (2005)?

**What evidence is available to support this? Evidence may include, but is not limited to:**

- Due diligence reports
- External reviews from accrediting bodies or national agencies

**3.3 Legal Standing**

- 3.3.1 Have legal matters including the jurisdiction and laws where the agreement is enacted; arrangements for the settlement of disputes, mediation, and sharing of liabilities been defined?
- 3.3.2 Has the signee the authority to sign?
- 3.3.3 Are the partners in good standing in their own jurisdiction? E.g. compliant with national legislation education or otherwise, e.g. tax compliant, appropriate human resources policies and procedures? What evidence is there to demonstrate this?

**3.4 Financial Standing**

3.4.1 Is the consortium/partner providers adequately resourced to undertake and complete the collaborative (transnational) programmes proposed? Is there a clear financially costed business plan? 3.4.2 Is it clear how the collaborative (transnational) programmes are to be financed in a secure way? Is there clarity on financial matters such as sharing of costs and income; payment of taxation, including the currency/currencies in which fees and payments are to be made and arrangements for handling currency fluctuations?

3.4.3 Is the physical and electronic infrastructure provided on a stable basis?

3.4.4 Are the financial plans based on realistic projections of student numbers and other variables?

3.4.5 Is the administrative infrastructure able to provide timely decision making to learners?

3.4.6 Is the administrative infrastructure able to provide a regular flow of information to the relevant awarding body and other stakeholders?

3.4.7 Are there appropriate transfer or bonding plans in place to protect learners in the event that the it is not possible to complete delivery of a collaborative (transnational) programme after it has commenced?

5 4 Is there evidence that *initial* IADT approval has been granted to develop this relationship?

4.1.1 Have the appropriate deliberate bodies approved this relationship? Both prior to the conduct of due diligence checks providing appropriate support, and subsequent to in the ratification of the agreement and providing the consequent supports?

What evidence is available to support this?

6 5 Does the draft legally binding Consortium Agreement have the following appropriate provisions?

- Parties to the consortium
- Duration, renewal and termination of the consortium agreement
- The approved titles of the collaborative (transnational) programmes offered through the consortium and the award titles to which they lead
- Financial matters (e.g. sharing of costs and income; payment of taxation)
- Legal matters (e.g. the law under which the agreement is enacted; settlement of disputes; mediation; sharing of liabilities, etc.)
- Provision of services for the consortium by members of the consortium (partner-providers) and by service providers
- Employment of staff – by the consortium or by one or more partner-providers on behalf of the consortium
- Governance and management of the consortium, including the nomination of specific responsible persons
- Leadership of and right to speak for the consortium



- Quality assurance procedures for the consortium and the collaborative (transnational) programmes to be provided through it including arrangements for the agreement of academic regulations for the consortium and the collaborative (transnational) programmes
  - Intellectual property rights
  - Information to be provided by the consortium and the collaborative (transnational) programme team to prospective learners, enrolled learners, and third parties, including national and other authorities
  - Enrolment of learners
  - Responsibilities of the consortium, provider partners and awarding bodies to learners Certification of learners' achievements
  - Any other relevant matters
- 7 6Have the collaborative (transnational) programmes to be offered by the Consortium been identified in an appendix or a related document? (The collaborative (transnational) programme(s) may be subject to a separate evaluation process for the purposes of validation.)
- 6.1.1 Has provision been made for the appointment (by the consortium or by the awarding body/bodies or both) of external examiners for each collaborative (transnational) programme offered through the transnational consortium?
- 6.1.2 Has provision been made for the addition of collaborative (transnational) programmes to this Agreement without the renegotiation of the Agreement?
- 8 7Is there a clear indication that IADT has incorporated the IHEQN 2009 Provision of Education to International Students, Code of Practice and Guidelines for Irish Higher Education Institutes into its policies and procedures and associated agreements with partners?

## Part two of the evaluation - Collaborative/Transnational Programme Validation

### 8 What the panel uses to makes its judgements:

The panel considers:

- The documentation identified above in the overview
  - Dialogue and evidence provided during one or more evaluation site visits which must be conducted to verify and examine the information already provided. Where a transnational consortium agreement is being approved a number of complementary visits may occur, e.g. to QQI in Ireland, to a national agency in another jurisdiction, to various partner providers, etc..
  - Any input from relevant national agencies in respect of a transnational consortium, provided by a panellist with particular background/expertise, or provided by a national agency in response to queries of a panel
- 9 The panel visits the location of the proposed provision investigating thoroughly any locations where education and training will be provided and meeting with responsible parties for the management and implementation of the Consortium Agreements. Staff of the partners may be met by the panel in separate groups.<sup>58</sup>

### 10 Criteria for the Evaluation

The Evaluation is conducted using the three key **Validation Criteria**<sup>59</sup> supplemented with specific criteria which arise in the particular contexts.

The three key validation criteria are:

- **Standards:** The *minimum intended collaborative (transnational) programme learning outcomes* must be consistent with the relevant *awards standards* and the National Framework of Qualifications (NFQ) *award-type descriptors*.
- **Access standard:** The *prerequisite learning* for participation in the collaborative (transnational) programme and any other assumptions relating to the collaborative (transnational) programme's *target learners* must be explicit.
- **Learning:** The collaborative (transnational) programme must enable its *target learners* to attain the *minimum intended collaborative (transnational) programme learning outcomes* reliably and efficiently (in terms of learner effort).<sup>60</sup>

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<sup>58</sup> For various reasons meeting in separate groups may not always be possible. Arrangements are agreed with the applicant prior to the site visit. The aim of these meetings to provide the panel members with as much relevant information as possible to come to an objective finding.

<sup>59</sup> See Paragraph 3.1, *Core Validation Policy and Criteria*, 2010

<sup>60</sup> The concept of minimum intended collaborative (transnational) programme learning outcomes and its relation to teaching, learning and assessment are explained in HETAC's *Assessment and Standards 2009*.

- 11 or collaborative and transnational provision validation should not be considered unless there has been verification that IADT has conducted adequate due diligence checks to ensure it is legally and technically possible to provide the collaborative (transnational) programme proposed in the particular jurisdiction
- 12 Where a receiver-county approval is required a validation should not proceed without clarity on how that will be attained and in what timescale, and how that approval relates to this validation.

(QQI, on request from IADT, can liaise with the relevant authority in that country to seek the establishment of a joint approval process where possible.)

### Applying the Criteria as questions during the evaluation

- 13 *Has the applicant provider conducted adequate due diligence checks to ensure it is legally and technically possible to provide the collaborative (transnational) programme proposed in the particular jurisdiction? [this may have been addressed in the context of the evaluation of a consortium agreement, but a clear answer needs to be provided.]*
- 14 Have explicit intended learning outcomes been developed and published?

To validate a collaborative (transnational) programme it is necessary to know 'where learners start' and 'where they get to'. Clarity on this matter requires additional diligence in the context of a transnational validation.

- 15 Have the following been explicitly specified:
  - the intended learners' prerequisite learning and any other relevant assumptions about collaborative (transnational) programme participants?
  - the minimum intended collaborative (transnational) programme learning outcomes and any other educational objectives of the collaborative (transnational) programme?

For applicants from XXXXXXXX – how is this articulated, is there sufficient information to allow them make decisions about the collaborative (transnational) programme? Has the notion of 'relevant learner assumptions' been adequately teased out for the transnational context?

- 16 Is there evidence that the minimum intended collaborative (transnational) programme learning outcomes are consistent with the applicable **awards standards** and the relevant NFQ (National Framework of Qualifications) award-type descriptor(s) (see Assessment and Standards 2009)? (additional requirements exist where a joint award is envisaged.)
- 17 Since the award is being made to a recipient in another jurisdiction is there clear information provided to applicants on the level and standard of the award in their own Framework or any equivalent mechanism for making qualifications clear and transparent?

- 18 Since awards standards are cumulative, can it be clearly demonstrated that the collaborative (transnational) programme's prerequisite learning specification includes the knowledge, skill and competence specified at lower NFQ levels in the applicable awards standards for which the collaborative (transnational) programme does not provide learning opportunities? (This is especially important for *conversion collaborative (transnational) programmes* at higher levels in the NFQ.) How is this being communicated where the award is being made in transnational context, i.e. XXXXXXXXX?
- 19 Where the collaborative (transnational) programme being validated is a major award<sup>61</sup> do the intended learning outcomes emphasise *profound learning* outcomes much more than *transient learning* outcomes? (*This requirement arises from the nature of the learning outcomes specified by the NFQ and awards standards. Transient learning outcomes are those which are relatively easily acquired and date more quickly. An example of this kind of learning might be skill in the use of a particular software package—one learns how to operate the software without much concern about why the user interface is the way it is or about the underpinning algorithms or data structures. Profound learning takes longer to acquire and dates more slowly if at all—it changes a person significantly. Examples of this include learning to speak a modern language, to play a musical instrument or to be proficient in mathematical methods. This perspective is only an approximation but can be a useful alternative way of thinking about kinds of learning and approaches to learning.*)
- 20 Has careful attention been paid to curriculum and collaborative (transnational) programme design and content?

Validation requires evidence that target learners may achieve the intended collaborative (transnational) programme learning outcomes.

- 21 Are the collaborative (transnational) programme's content and learning environment appropriate to the collaborative (transnational) programme's intended learning outcomes? Specifically
- (a) Are the collaborative (transnational) programme's staff (assessors, teachers, etc.) as a group must be competent to enable learners to develop (achieve) the intended collaborative (transnational) programme learning outcomes and to assess learners' achievements as required by HETAC's Assessment and Standards 2009 and IADT's Quality Assurance procedures?
  - (b) Are the staff teaching and/or managing this?
  - (c) What additional staff are being assigned to look after the XXXXXX part of this collaborative (transnational) programme?
  - (d) What are their precise roles and responsibilities?
  - (e) Are the nominated persons competent to fulfil their roles?
  - (f) Are the staff members of YYYYYY who are to provide both academic and administrative support for the provision of this collaborative (transnational) programme familiar with QQI Award Standards and *Assessment and Standards*?

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<sup>61</sup> Higher Certificate – Level 6; Bachelor – Level 7; Bachelor – Level 8; Higher Diploma – Level 8; Master – Level 9; Postgraduate Diploma – Level 9; Doctorate – Level 10.



- (g) What training/induction has been provided for these staff members?
- (h) What are their precise roles and responsibilities?
- (i) Are the nominated persons competent to fulfil their roles?
- (j) Is the collaborative (transnational) programme's learning environment (physical, social, and intellectual and recognising that the environment may be virtual)
- and its resources, such as libraries and online databases and physical resources, such as laboratories, equipment, study areas and studios;
  - and human resources, such as tutors, counsellors, advisors and peers where applicable
  - and other supports
- consistent with the intended collaborative (transnational) programme learning outcomes?
- (k) Where the collaborative (transnational) programme is being provided in more than one location, including different jurisdictions is there equivalence in the learning environments and the supports being provided?
- (l) What resources and supports being provided to the YYYYYYYY cohort and are they consistent with the intended collaborative (transnational) programme learning outcomes?
- (m) Are the places at which, or virtual spaces within which, instruction is to be provided specified and suitable?
- (n) What is the nature of the education/training facility for the provision of this programme in XXXXXXXXXX? Is it suitable?
- (o) Has a collaborative (transnational) programme team of staff been identified and a team leader been nominated? Where the collaborative (transnational) programme is being provided in another jurisdiction how will meetings with the expanded team membership be scheduled and the two 'on the ground' sub-teams liaise with each other? s there How is this managed? Who is the team leader, and the nominated coordinators from each site of provision?
- (p) When and where and how are meetings held?
- (q) How are learners represented and how is feedback obtained?
- (r) Is the collaborative (transnational) programme content including reading lists, lecture notes, and any other material used by the collaborative (transnational) programme appropriate?
- (s) In a transnational context has there been sufficient consideration of the appropriate localisation of this material?
- (t) Does the collaborative (transnational) programme make reasonable accommodation for people with disabilities (including access) (see the various guidelines published by AHEAD [www.ahead.ie](http://www.ahead.ie) and Policies, Actions and Procedures for Access, Transfer and Progression for Learners);
- (u) What is the policy and procedure to address this dimension in Country XXXXXXXXXXXX?

- (v) This is a collaborative (transnational) programme will be accessed by international students. Have appropriate provisions been made in keeping with Provision of Education to International Students: Code of Practice and Guidelines for Irish Higher Education Institutions (IHEQN) 2009.
  - (w) How has equivalency of environment been provided for in respect of learning resources, pastoral care, etc..
- 22 Does the collaborative (transnational) programme *involve* authentic learning opportunities to enable the achievement of the intended collaborative (transnational) programme learning outcomes?
- (a) Is the collaborative (transnational) programme's strategy for enabling learners to move from the minimum access standard to the minimum intended collaborative (transnational) programme learning outcome explicit, realistic and viable as provided in XXXXXX?  
  
Is the collaborative (transnational) programme provided in a way that its intended learning outcomes can be reliably and efficiently attained by the learners?  
  
Is it reasonable to expect that all learners who are judged qualified to access this particular collaborative (transnational) programme should be able to graduate from it subject to their making a reasonable effort and complying with the collaborative (transnational) programme's conditions?
  - (b) Are the collaborative (transnational) programme and module assessment strategies (for both formative and summative assessment) both clear and appropriate (see Assessment and Standards 2009)? Do they provide for the verification of the attainment of the intended learning outcomes?
  - (c) In the case of a modular collaborative (transnational) programme the pool of modules and learning pathway constraints should be explicit and appropriate in light of the intended collaborative (transnational) programme learning outcomes. Are there effective guidance services for learners on the selection of appropriate learning pathways.
- 23 Does the collaborative (transnational) programme compare well against benchmarks (where appropriate)?
- (a) What XXXXX or other European/international benchmarks has the collaborative (transnational) programme been compared with?
  - (b) Is the collaborative (transnational) programme (characterised by its curriculum, assessment strategies, learning environment, prerequisite learning and minimum intended learning outcomes) comparable with other collaborative (transnational) programmes (at the same level) in similar fields of learning which are designed to prepare graduates for similar roles? Have comparisons been made with collaborative (transnational) programmes at higher and lower NFQ (or equivalent) levels and the proposed collaborative (transnational) programme's intended learning outcomes

- appropriately situated relative to those of the benchmarking collaborative (transnational) programmes?
- (c) What equivalent benchmarks are available in XXXXXXXX?
- 24 Is the information about the collaborative (transnational) programme as well as its procedures for access, transfer and progression consistent with the procedures described in national Policies, Actions and Procedures for Access, Transfer and Progression for Learners?
- (a) Are the entry requirements for this collaborative (transnational) programme clear and in keeping with IADT (and QQI) norms?
- (b) How have they been made clear for XXXX applicants? What additional information has been provided to potential applicants?
- 25 Is there clear information about career opportunities arising from the collaborative (transnational) programme? (E.g. The presentation of the collaborative (transnational) programme should not lead learners to presume that successful completion of the collaborative (transnational) programme will entitle them to enter a particular profession or progress to another collaborative (transnational) programme unless this is actually the case. If, for example, the collaborative (transnational) programme is designed to meet the educational requirements of a regulated profession or recognised professional body this should be stated explicitly.)
- (a) Has information of this nature been tailored for a XXXX audience?
- 26 Where promotional or other information is issued about a transnational collaborative programme in a language other than English or Irish has the information's accuracy has been confirmed? How?
- 27 Are the collaborative (transnational) programme's use of ECTS (credit) and provisions for Recognition of Prior Learning consistent with HETAC's Assessment and Standards 2009 and with relevant national policy including?
- NQAI's Principles and operational guidelines for the implementation of a national approach to credit in Irish higher education and training 2006
  - NQAI's Principles and Operational Guidelines for the Recognition of Prior Learning in Further and Higher Education and Training 2005
- 28 Does the collaborative (transnational) collaborative (transnational) programme meet genuine education and training needs?
- (a) Does IADT have evidence that the collaborative (transnational) programme meets the target learners' education and training needs?
- (b) Is the collaborative (transnational) programme as a process and the intended collaborative (transnational) programme learning outcomes adequately informed by the

views of appropriate stakeholders such as learners, graduates, lecturers, employers, relevant advisory bodies, social and community representatives?

(c) What research has been conducted for the provision of this collaborative (transnational) programme in XXXXXX?

(d) Can IADT demonstrate that its collaborative (transnational) programme compares favourably with other similar collaborative (transnational) programmes already in place?

(e) When IADT is either part of the public service or its collaborative (transnational) programme is publicly funded, can it demonstrate that in developing new collaborative (transnational) programmes it has given due regard to relevant public policy?

29 Is the collaborative (transnational) programme viable?

(a) Does IADT have a viable delivery/business-plan for the collaborative (transnational) programme in XXXXXXXXXX? (*This is important for several reasons. For example if the collaborative (transnational) programme assumes a certain cohort size it may not function as planned if either insufficient or excessive numbers are recruited.*)

- a. Does the IADT have satisfactory contingency arrangements for adapting to changing circumstances or coping with failure of the collaborative (transnational) programme (having due regard for the interests of learners)?
- b. Is the collaborative (transnational) programme consistent with the IADT's mission and strategy?

30 Does the collaborative (transnational) programme have procedures for assessment of learners which are consistent with HETAC's Assessment and Standards 2009 and IADT's Assessment Regulations?

(a) Has a *collaborative (transnational) programme assessment strategy* been provided for the collaborative (transnational) programme as a whole and *module assessment strategies* for each of its constituent modules?

(b) What arrangements are in place for External Examiners where the collaborative (transnational) programme is being offered in more than one location, including other jurisdictions?

(c) Are any special arrangements required regarding assessment where a collaborative (transnational) programme is being provided in another jurisdiction? How does the prospective collaborative (transnational) programme team propose to mark and assess learners' work consistently, and how do they plan to moderate their assessment practices as a collaborative (transnational) programme team with the involvement and assistance of the collaborative (transnational) programme's external examiners?



How does IADT propose to work with its colleagues in YYYY, XXXXXX, to ensure there is sufficient and appropriate understanding of the principles of Assessment and Standards?

- 31 Does IADT have, where required, suitable arrangements for protection for learners in the event that it ceases to provide the collaborative (transnational) programme?

What learner protection arrangements are in place?

- 32 Does IADT have appropriate quality assurance arrangements for the proposed collaborative (transnational) programme? *(Any new quality assurance arrangements required should be agreed with QQI. Where QQI is the awarding body such new arrangements should be detailed with the application for validation.)*

- 33 as the collaborative (transnational) programme proposal, together with the draft consortium agreement been assessed by an internal forum and a self-assessment been produced?

- 34 Are there appropriate student representation opportunities and student feed-back opportunities? Where the collaborative (transnational) programme is being provided in more than one location including another jurisdiction how is this managed?

- 35 *Have the specific needs of different modes of provision and types of higher education been considered?*

## Appendix Eight

### **Application for a differential or a non-standard validation of a programme or suite of programmes (including a transnational validation)**

Note: in validating a programme the same criteria apply whether it is a standard validation or a differential validation. In the case of a differential validation some of the 'answers' to questions can be found, prior to evaluation, from reports of prior validations. All *other* 'answers' must be provided by the differential validation procedure. In order for a differential validation to occur, the programme must have been *recently* validated. In addition the validation must have addressed at a minimum the criteria in the 2010 QQI Core Validation Policy and Criteria in a de novo validation or one arising from a programmatic review.

1. Name of Applicant Department, and name of project manager.
2. Name(s) of programme, award to which it leads, NFQ Level and ECTS, specifying whether it falls into category a, b, c, or d.
  - a. currently validated IADT programmes in respect of which a change is being proposed and a validation event is required. (The provision of an unaltered programme at a new location indicates a change in learning environment and the approval of such provision is de facto a validation event, albeit a *differential* validation. Equally the conversion of an IADT provided programme to a collaboratively provided programme requires a differential validation.)
  - b. currently validated programme by another IOT or by QQI in respect of which a change is being proposed and a validation event is required
  - c. currently validated programme by an Irish university in respect of which a change is being proposed and a validation event is required.
  - d. currently validated programme by a foreign awarding body in respect of which a change is being proposed and a validation event is required<sup>62</sup>.
3. Is it proposed that the differentially validated programme will be a collaborative programme or a standard IADT programme?
4. If it is intended to be a collaborative programme has the standard collaborative proposal processed been pursued? And
  - a. has the Partnership Oversight Committee come to a positive finding in respect of the proposed partnership, and what is the date of the POC finding?
  - b. Has a relationship management team been established?
  - c. Is a draft consortium agreement being prepared?

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<sup>62</sup> Note IADT policy states that no transnational provision can be conducted unless it is in a collaborative context.

- d. Is it clear that this process will not result in a joint award?
  - e. Is there a desire to have a joint award in the future?
5. Programmes falling into categories 2b, 2c or 2d can be validated as stand-alone IADT programmes. Note a joint award or so-called double award will **not** ensue. For such stand-alone programmes the standard programme validation pathway should be followed, using this form as the initiation point. (The validation process may vary as indicated in the procedure documented in the quality assurance manual). In addition to information required at initial proposal stage, please provide clarity on the following:
  - a. Has the current programme owner granted permission for the validation of the programme by IADT?
  - b. Who owns the IP?
  - c. Is there any required protection of IP rights?
  - d. Is there an expectation that a mirror-image programme will remain the 'same' in different institutions over time?
  - e. What relationship if any is anticipated between the two programmes which may emerge?
  - f. What secure quality assurance arrangements are proposed for such independent programmes owned by different institutions but which retain a relationship? E.g. if a mirror-image is desired, how would this be maintained? Who in respective institutions needs to be involved in enabling this and approving this? Where are such quality assurance mechanisms documented and how is institutional oversight achieved?
6. What is the date of the programme's original validation?
7. Provide the details of any relationship with other validated programmes (provide codes and validation dates)
8. Describe the current application, identifying clearly any differences from an originally validated programme, e.g. location, teaching staff (attach CVs), intended learning outcomes, curriculum, assessment, etc.
  - a. Where the programme is in category 2b, state the award standard, NFQ level and ECTS. A differential validation panel will not revisit any of these or the associated programme or module learning outcomes and their associated assessment strategy.
  - b. Where the programme is in category 2c, state the NFQ level and ECTS. A differential validation panel will not revisit either of these or the associated programme or module learning outcomes and their associated assessment strategy.
  - c. Where the programme is in category 2d, is there a formal mapping to the Irish NFQ? Is there a formal assignment of ECTS? Where neither of these exist a full validation is required.
9. Attach **a self-evaluation** (or indicate if this is to be construed as same) which looks at NFQ level, Award Standards, Programme Learning Outcomes, Assessment Strategy, Programme title, Named Award, Entry requirements, Learning Environment, Staffing, Management arrangements for programme, mode of provision, etc as relevant. **Only reflect on the areas of difference (no more than 4 pages in total excluding programme schedules).**

Consider the following as relevant: Clearly map the proposed relationship with any other variants of the programme and the associated programmatic review implications or any relevance to current dates of validation. Clearly address the implications for the on-going monitoring and review of variants. How will the contexts of the variants be considered in the review process? Where an application is presented as a suite of programmes all exit awards should be clearly listed.

**Other documentation to include:**

Where necessary provide:

- the full programme documentation
- including the Report of the original validation panel
- the response of the programme promoters and
- the final programme detail.
- And in respect of a programme which retains a link to another, the legal agreement framing that relationship and describing the quality assurance.

Attach programme schedules

**Note**

Credit allocation should be consistent with NQAI policy and ECTS. Half credits are not acceptable. It is recommended, though not required, that modules be composed of units of 5 ECTS, e.g. 5, 10, 15, 20 etc.





Appendix Nine

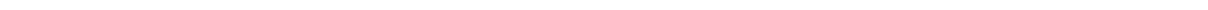
**Dún Laoghaire Institute of Art, Design and Technology (IADT)**

**and**

**NAME OF PARTNER**

**ARTICULATION AGREEMENT**

**(entry with advanced standing/automatic granting of exemptions)**





This **Articulation Agreement** is made between:

**Dún Laoghaire Institute of Art, Design and Technology**, henceforth referred to as “IADT”, whose main campus is located at Kill Avenue, Dun Laoghaire, Co Dublin, Ireland

and

name of partner, henceforth referred to as “partner”, which is located at [insert full address details].

## **1 Purpose of Agreement**

The purpose of this Agreement is to promote study opportunities at IADT to suitably qualified students at partner. Eligible students shall be considered for entry to IADT programmes on an individual basis/shall be automatically granted a place on a programme at advanced entry.

Details of the various study opportunities are contained within the attached Appendices.

## **2 Nature of Agreement**

The parties agree to the following:

- That for the IADT programmes named in the appendices students may apply for entry, provided they have successfully completed the associated named partner programme as specified

OR

provide for the enrolment of x number of students exiting from the partner’s programme at IADT on the agreed IADT sister programme, as selected by the partner based on the criteria specified in the appendix



- All applicants shall satisfy the IADT requirements for proficiency in English language, i.e. IELTS 6.0 (academic) or equivalent for all Level 6, Level 7 or Level 8 programmes and IELTS 7.0 (academic) for entry to a Level 9 or 10 programme.
- process any personal data securely and not disclose to any unauthorised parties, in compliance with the terms of the Data Protection Act
- register qualified students onto the appropriate year of the programmes, collect tuition fees, provide programme provision and administration at IADT, record exemptions and, on successful completion of the programme of study, award relevant IADT degree and issue a European Diploma Supplement which will document the advanced entry pathway
- seek to arrange living accommodation to successful partner students for the first month of study in IADT, such accommodation to be booked and the deposit paid by the date specified by IADT and being subject to the appropriate accommodation fee, which is in addition to the tuition fee;
- the recruitment of suitably qualified students to its programmes which may be considered by IADT as suitable for advanced standing to selected IADT degrees;
- inform each other of any significant changes which are made to the programme(s) covered by this Agreement and at least every 5 years, review the appropriateness of the links between the specified programmes

This Agreement is/is not supporting a formal articulation arrangement, and **partner** should inform prospective students that they shall/shall not automatically be eligible for entry to IADT.

IADT reserves the right to limit the number of students accepted onto a programme of study via this Agreement in any one year depending on the Institute's strategic direction and available resources.



### **3 Commencement and duration of Agreement**

This Agreement shall come into force on the date hereof subject to each party obtaining the necessary board approvals and such other necessary approvals, including local regulatory approval, to enter into the Agreement.

This Agreement, including related Appendices, shall remain in place for a period of three (3) years from the commencement date, *dd/mm/yyyy*, unless terminated in writing by either party by giving a minimum of one full academic year's notice to expire on 31 July in any year.

It shall be subject to revision, modification or renewal at any time by mutual written agreement of both parties.

Arrangements for renewal will be discussed between the parties at least six (6) months prior to the Agreement end date.

### **8 CHANGE IN CIRCUMSTANCES**

#### **4 Some overarching conditions**

Partner shall work in line with IADT's commitment to ethical work practices, respecting that bribery is never acceptable: this includes the giving or receiving of gifts and hospitality that could influence or be perceived to influence a contractual or material transaction.

This English language version of the Agreement shall be the only one of legal effect.

This Agreement supersedes all previous agreements and arrangements, whether written, oral or implied, between the parties relating to the provision of the programmes and the services.

### **5 Marketing and promotion**



Partner may make reference to this Agreement in any advertising or promotion provided that the detail has been discussed with, and agreed by, IADT. Use of the IADT logo is/is not permitted under this Agreement.

IADT reserves the right to request the immediate withdrawal of promotional materials that do not comply with IADT corporate identity and/or include inappropriate or misleading information.

## **6 Financial arrangements**

Nothing in the Agreement shall be deemed to be a commitment or obligation of funds from either IADT or Partner.

## **7 Work and Learning environments**

IADT is committed to maintaining academic freedom and integrity, to operate within an open ethical environment and to ensure equality of treatment and equality of opportunity in education and employment.

## **8 Changes in operating context/environment**

Each party is required to provide in writing reasonable notice to the other party of any change to its organisation or ownership, **including** but not limited to, change of legal status, change of ownership, change of governance, change in financial status, change in financial stability, change to organisation structure, change of name and change of address.

In the event that there is such a change, each party reserves the right to undertake a review of the partnership and the Agreement.

## **9 Dispute Resolution**

In the event of any dispute emerging, the parties agree to solve the problem amicably and promptly between themselves.



Where such a resolution is not obtained the matter shall be referred to the respective Heads of Institution for resolution.

## **10 Assignment**

Neither party may assign, delegate, sub-contract or change this Agreement or any part of it, without the prior written consent of the other party.

## **11 Intellectual Property**

All right, title and interest in copyright and all other materials supplied by one party to the other shall, together with any improvements or modifications, at all times remain vested with the supplying party or original owner.

Neither party may gain any right or interest in the other party's name and logo nor the goodwill associated with them, and neither party may give permission to any third party to use the other party's name and logo.

## **12 Communication**

The parties shall nominate designated contacts who will on behalf of each institution liaise on strategic matters and review the relationship between the parties. The contacts shall be identified in the attached Appendix(s).

If the designated contact changes during the programme of this Agreement, it is agreed that a replacement shall be substituted and contact details forwarded immediately.

## **13 Employees**

Nothing in this Agreement is intended to create, or be deemed to create, the relationship of employer and employee between the parties.

## **14 Third Party Rights**



The terms set out in this Agreement are for the benefit of the parties to this Agreement and are not intended to benefit, or be enforceable by, anyone else.

**15 Non exclusivity**

This Agreement shall not hinder the collaboration which already exists or will be established in the future by either party with a third party.

**16 Law**

This Agreement shall be governed by and interpreted in accordance with the laws of Ireland. The parties to the Agreement submit to the non-exclusive jurisdiction of the courts of Ireland in relations to any claim, dispute or matter arising out of or relating to this Agreement.

**17 Agreement context**

This Agreement, and the conditions and regulations which form part of it, is the entire Agreement between the parties. If any of our employees or agents has agreed anything verbally at any time, this Agreement will always take priority.

By signing this Agreement the parties demonstrate a commitment to the objectives and spirit of constructive engagement to the provision of services set out here.

IADT and **partner** confirm their agreement to the matters set out in this Articulation Agreement and in any related Appendices:

**SIGNED by** ]  
**duly authorised for and on behalf** ]  
**of IADT** ]  
]



**President**

**SIGNED by** ]  
**duly authorised for and on behalf** ]  
**of Partner (in full)** ]

insert name and full title of partner

signatory

**Date:** \_\_\_\_\_





Appendix ONE

This Appendix relates to the Articulation Agreement for Entry with Advanced Standing Arrangements between IADT and Partner. This Appendix is valid until 31 July ????

Students will be considered on a case by case basis/x # will be granted automatic entry to the following IADT programme(s):

<i>Partner</i> Qualification/Programme	IADT Programme	Criteria [include IELTS]	No of Students

*[add any other relevant information here, eg additional entry criteria or language requirements]*



The named Contacts are:

**IADT**                    *[insert name and address]:*

Tel:

Fax:

e-mail:

**Partner**                    *[insert name and address]:*

Tel:

Fax:

e-mail:



Appendix Ten

**Dún Laoghaire Institute of Art, Design and Technology (IADT)**

**and**

**NAME OF Agent**

**AGENT AGREEMENT  
(Overarching template)**



- 1 This Agreement is made between **Dún Laoghaire Institute of Art, Design and Technology (IADT)**, Kill Avenue, Dun Laoghaire, Co Dublin, Ireland (**the Institute**) and  
.....,  
(**the Agent** ).
- 2 The Agent has agreed to perform Agent Services for IADt as specified.
- 3 The following definitions apply:
  - a. "**Agent Services**" means the services described herein
  - b. "**Agreement**" means this document and all schedules to it;
  - c. "**Authorised Officer**" means the person specified or any other person substituted by the Institute by notice to the Agent ;
  - d. "**commencement date**" means the day that the legally binding agreement commences;
  - e. "**contract material**" means: any material forming part of or constituting a deliverable that is created, written or otherwise brought into existence by or on behalf of the Agent in the performance of the Agent Services of this Agreement (called "new contract material"); any material that exists at the commencement date and is incorporated into a deliverable (called "existing contract material");
  - f. "**deliverable**" means any document, piece of equipment, data listing or other creation required to be delivered to the Institute in order to complete the performance of the Agent Services;
  - g. "**force majeure**" means any event beyond the reasonable control of the party affected and includes an event due to natural causes that happens independently of human intervention;
  - h. "**foreign computer**" means a hard disk or other data storage device affixed to a computer or "foreign network" to which other organisations or third parties would have access including to the Institute's confidential information being held by the Agent ;
  - i. "**intellectual property rights**" or IPR means all copyright, patents and all rights in relation to inventions, trade marks, logos, marks, artefacts, programmes, media and designs;
  - j. "**key personnel**" means the representatives of the Agent specified herein
  - k. "**Purchase Order** " means a duly authorised Institute Purchase Order form which details the instructions to the Agent and to which the terms and conditions of this Agreement shall apply;
  - l. "**records**" means all material including but not limited to books, documents, information, computer software, equipment, and data stored by any means disclosed, or made available, by the Institute to the Agent in connection with the performance of this Agreement or otherwise generated by the Agent in connection with the performance of this Agreement;
  - m. "**the Institute**" means IADT



- n. **"Institute's consent"** means prior written consent [which will not be unreasonably withheld] of the Institute which may be given subject to such terms and conditions as the Institute may see fit to impose.

**Commencement and duration of agreement:**

- 4 This Agreement supersedes and replaces all previous agreements, arrangements and understanding (if any) between the parties
- 5 This Agreement will start on the commencement date and unless earlier terminated in accordance with its terms, shall continue for a 12 month period in the first instance and for 36 months blocks subsequently.
- 6 Either party may terminate this Agreement at any time by giving three months written notice to the other party. Both parties will remain bound by the Agreement until all work-in-progress Agent Services from outstanding Purchase Orders are completed, unless agreed otherwise by the authorised parties or if the termination was the result of material breach.
- 7 This Agreement, and the conditions and regulations which form part of it, is the entire Agreement between the parties. If any of employees or agents of either party has agreed anything verbally at any time, this Agreement will always take priority.

**Termination**

- 8 In the event of termination, the Institute will only be liable to pay to the Agent such outstanding sums as may be due for services provided against valid Purchase Orders.
- 9 This Agreement shall be deemed to be terminated with immediate effect upon the occurrence of any one or more of the following events:
  - a. The Agent ceases or threatens to cease, to carry on business or there is a change in ownership or control of the Agent with whom the Institute deems there to be a conflict of interest.
  - b. an order is made or a resolution passed for the winding up of the Agent 's business or an administrator or receiver is appointed by order of court of otherwise, or the Agent takes or suffers any such action in consequence of debt.
  - c. a serious breach of any of the terms of this agreement has been committed by the Agent and in particular any breach of confidentiality imposed herein shall be regarded as a serious breach for the purposes of this agreement.
  - d. The Agent purports to assign any or all of this agreement to a third party.
- 10 If the Agent
  - a. fails to comply in a material respect with any of the terms and conditions of this Agreement;
  - b. fails to comply with a direction of the Authorised Officer given in accordance with this Agreement;
  - c. fails to perform any related Service Level Agreement; or
  - d. enters into any arrangement or proceedings for the purpose of insolvency administration or is placed under official management or receivership,the Institute may suspend payments under this Agreement and require the Agent to show cause why the Agreement should not be terminated.



### **Agreed Agent Services**

- 11 The Institution appoints the Agent to advise potential students on programme entry requirements and on their applications generally and shall, if requested by the Institution, administer aptitude or such other tests as from time to time be required and carry out other investigations into the ability of applicants to benefit from, and succeed on, the programmes for which they are applying subject to the terms and conditions herein contained.
- 12 The Agent shall not have any authority whatsoever, whether express or otherwise, to make any offer of a place to any student or students or to suggest to the student or students that the Institution will offer a place to the student. For the avoidance of doubt, the Agent shall have no authority whatsoever to enter into any agreement or contract which may bind the Institution.
- 13 The Agent may prepare marketing materials for the Institution and subject to the Institution's explicit approval make these available in public domains. The Agent may use the Institutional logo and marks in the preparation of any such materials.
- 14 In the performance of these duties the Agent will:
  - a. inform itself of the Institute's stated requirements in respect of the Agent Services
  - b. consult regularly with the Institute throughout the performance of the Agent Services
  - c. act professionally at all times and exercise skill, care and diligence in performing the Agent Services
- 15 The Institution is under no obligation to make any offers to applications referred to it by the Agent and shall be entitled to reject any or all of the applications.
- 16 Any advice, opinion, statement of expectation, forecast or recommendation supplied by the Agent as part of the Agent Services shall not amount to any form of guarantee that the Agent has determined or predicted future events or circumstances, but such advice, opinion, statement of expectation, forecast or recommendation made by the Agent shall be based upon a professional assessment of, as far as reasonably possible, all the facts, issues and trends pertaining to the subject matter at that point in time.

### **Confidentiality:**

- 17 The Agent agrees that it will at all times (both during the term of this Agreement and after its termination) keep confidential, and will not use (other than strictly for the purposes of this Agreement) and will not without the prior written consent of the Institution disclose to any third party any confidential information as defined herein. The Agent is aware of data protection legislation and its import for business between the parties.
- 18 Confidential information is defined as information of a confidential nature (including trade secrets and information of commercial value) known to the Institution and concerning the Institution and the Products and communicated to the Agent by the Institution.

### **Key personnel**

- 19 The Agent Services will be performed by the key personnel identified or other suitable persons with the Institute's prior written consent.
- 20 The Agent will ensure that all personnel are competent and have the necessary skills to perform the Agent Services on which they will be engaged.
- 21 The Institute may, on reasonable grounds associated with the Institute's stipulated requirements, give notice requiring the Agent to remove key personnel from working on the Agent Services. Upon receipt of a notice, the Agent will, at no cost to the Institute, promptly



remove and replace the key personnel referred to in the notice with a person satisfactory to the Institute.

**Commission and Payments:**

- 22 In respect of each student registered on a full time course at the Institution, who pays the full time non-EU student fee, following an introduction to the Institution via the Agent , the Institution shall, upon receipt from the student of the first year's tuition fee, pay to the Agent 5% of such fee, and where the student registers in second year 15% of that year's fee. In the event that the student's fee is reduced by reason of a fee waiver, scholarship or otherwise, the commission payable shall be calculated on the reduced amount paid by the student.
- 23 The commission shall only be payable upon the provision of an invoice by the Agent providing details of the students recommended by the Agent to the Institute and the Institute shall thereafter endeavour to process the invoice for payment as soon as possible. The institution shall only be obligated to pay the commission once it has received the tuition fees from the relevant student.
- 24 Upon receipt of an invoice the Institute may require the Agent to provide additional information (e.g. receipts for expenses) to assist the Institute to determine whether or not an amount is payable, at no additional cost to the Institute.
- 25 The Institute will make payment of a correctly rendered invoice at the end of the month following the month in which the invoice was received or, if additional information is required by the Institute 45 days after receipt of the additional information.
- 26 If an invoice is found, after the Institute has paid the invoiced amount to the Agent , not to have been a correctly rendered invoice, the Institute will:
  - a. pay any amount owed to the Agent within 45 days of receipt of a correctly rendered invoice or, if additional information is required by the Institute 45 days after receipt of the additional information;
  - b. deduct any amount owed to the Institute from the next invoiced payment or, if no other payment is due to the Agent pursuant to this Agreement, recover the amount from the Agent as a debt due to the Institute.
- 27 Unless otherwise agreed by the Institute in writing or otherwise required by law, the Agent will have no right to charge interest or any other additional sum on any account outstanding with the Institute.
- 28 VAT where applicable, shall be shown separately as a net extra charge.
- 29 Whenever under this Agreement any sum of money shall be recoverable from or payable by the Agent to the Institute the same may be deducted from any sum then due or which at any time thereafter may become due to the Agent under this or any other agreement with the Institute.
- 30 The Agent may include in an invoice a claim, and be paid, for expenses in respect of marketing, whose costs were explicitly agreed. The Institute will only reimburse the Agent for other expenses that have been incurred by the Agent with the Institute's prior consent.
- 31 The Agent shall allow the Institute or any of its authorised servants to have free and real time access to all financial, managerial and cost information held by the Agent pursuant to the delivery of services under the Agreement.



**Employing issues:**

- 32 The Agent will not represent itself or allow itself to be represented as an employee or direct Agent of the Institute; or by virtue of this Agreement be or become an employee or direct Agent of the Institute.

**Conflicts of interest and good faith:**

- 33 The Agent warrants that, to the best of its knowledge, it does not, and is not likely to have any conflict of interest in the performance of its functions under this Agreement. If a conflict or risk of conflict of interest arises (without limitation, because of work undertaken for any person other than the Institute) the Agent will immediately give notice of the conflict of interest, or the risk of it, to the Institute and demonstrate measures to ensure the situation is managed to avoid any adverse effect. The Institute would not wish to preclude the Agent from conducting similar work with other organisations.
- 34 The Agent will take all reasonable measures to ensure that its employees, Agents and subcontractors do not engage in any activity or obtain any interest which is in conflict with providing the Agent Services to the Institute fairly and independently. The Representative will immediately give notice of any conflict of interest relating to the activities or interests of any of its employees, Agents or subcontractors to the Institute.
- 35 The Agent shall at all times act towards the Institution conscientiously and in good faith and comply with all reasonable and lawful instructions of the Institution and not to allow its interests to conflict with the duties that it owes to the Institution under this Agreement and the general law.

**Intellectual Property:**

- 36 The Agent acknowledges that the Institution's rights to the intellectual property used on or in relation to the Institution business and the goodwill connected with that are the Institution's property. The Agent accepts that it is only permitted to use the intellectual property for the purposes of and during the term of this Agreement and only as authorised by the Institution and that it will not use any trade mark or trade names or get-up which resemble the Institution's trade marks or trade names or get-up and which would therefore be likely to confuse or to mislead the public or any section of the public.

**Contract Management**

- 37 The Institute will appoint the Authorised Officer(s) as its Agent (s) for the purposes of this Agreement.

**Disclosure of information, Data Protection**

- 38 The Agent will keep all records and other information in a secure location so that no unauthorised person is able to gain access to them; and ensure that records are kept confidential and are not disclosed to any person other than the Institute and the Authorised Officer except where required by law or with the Institute's consent.
- 39 The Agent should be aware of Data Protection requirements.

**Indemnities**

- 40 The Agent will be liable for loss or damage (including personal injury whether or not resulting in death) suffered by the Institute, its officers, servants or Agents, arising from the unlawful or





negligent acts or omissions of the Agent in the programme of the performance (or attempted or purported performance) of the Agent Services.

- 41 The Agent will be liable for all actions, proceedings, claims and demands which may be brought or made against the Institute and all its officers, servants and Agents from and against all actions, proceedings, claims and demands which may be brought or made against any of them by any person, including the Agent, arising from:
- a. any wilful or negligent act or omission of the Agent ;
  - b. any unlawful or negligent act or omission of the visitors, invitees or licensees of the Agent ;
  - c. death, injury, loss or damage suffered by the Agent or any of its visitors, invitees or licensees except where the death, injury, loss or damage is caused by the wrongful act or omission of the Institute.
- 42 The Agent will be liable for all costs arising for a student or potential student arising from the issue of false or inaccurate information.

#### **Insurance**

- 43 The Agent must have and maintain for the duration of this Agreement employer's liability insurance in relation to any employees of the Agent for an unlimited amount, including liability under any statute and at common law.
- 44 The Agent must effect in connection with the provision of the Agent Services for the duration of the Agreement:
- a. public liability insurance;
  - b. professional indemnity insurance.
- 45 The insurances must be effected with an insurer, include terms and conditions that will cover the Agent's potential liability to the Institute under this Agreement and be maintained for the duration of this Agreement.

#### **Governing law and legal compliance**

- 46 The construction, validity, performance and execution of this Agreement shall be governed by and interpreted in accordance with Irish law and shall be subject to the exclusive jurisdiction of the Irish courts.
- 47 The Agent shall ensure that it complies with the laws applicable to the (XXXX) and shall obtain all necessary permits, licences, permissions or approvals necessary and advisable for its business in the (XXXX). The Institute shall provide such assistance as is reasonable to assist the Agent to obtain the necessary approvals, licences, permits or permissions.

#### **Resolution of Dispute**

- 48 In the event of any dispute emerging, the parties agree to solve the problem amicably and promptly between themselves. Where such a resolution is not obtained the matter shall be referred to the respective Heads of Institute for resolution.

#### **Non agency or partnership clause**

- 49 Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the Institute and the Agent or to constitute the Agent as an Agent of the Institute and accordingly Agent have no power to enter into any contract on behalf of the Institute nor issue



any offers whether in writing or orally to potential students or applicants and shall indemnify and keep the Institute indemnified against any loss or damaged suffered as a result of any breach of this clause whether arising directly or indirectly.

**Subcontracting**

- 50 The Agent will not subcontract any part of the Agent Services without the Institute's prior consent in writing.
- 51 Any consent given by the Institute for the Agent to subcontract:
  - a. will not operate as an authority to transfer responsibility to the subcontractor; and
  - b. will not relieve the Agent from any of its liabilities or obligations under this Agreement.

**SIGNED**

on behalf of "the Institute" by:

.....  
(Name)

.....  
(Designation) this day of  
..... 20.....

in the presence of:  
.....  
(Name)

on behalf of "the Agent " by:

.....  
(Name)

.....  
(Designation) this day of  
..... 20.....

in the presence of:  
.....  
(Name)

Version 2.0, Revised following Implementation of Version 1.0 in 2012-13 and 2013-14 and the development of 2014 QQI policy, procedure and protocol.



	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
4	<b>Project Delivery Plan</b>				Year 1				Year 2				Year 3	Year 4		
5					Jan - March	April - June	July - Sept	Oct - Dec	Jan - March	April - June	July - Sept	Oct - Dec	Jan - Dec	Jan - March		
6	Staff Costs				3 months	3 months	3 months	3 months	3 months	3 months	3 months	3 months	1 year	3 months		
7	<b>Institute Staff: (Example roles)</b>	<b>Salary</b>	<b>Grade</b>	<b>%</b>	<b>2014</b>	<b>2014</b>	<b>2014</b>	<b>2014</b>	<b>2015</b>	<b>2015</b>	<b>2015</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>TOTAL</b>	<b>New</b>
8	Project Manager														0	
9	Development / Liaison Officer														0	
10	Lecturer														0	
11	Lecturer														0	
12	Finance Officer														0	
13	Administrator														0	
14	<b>Total Staff Costs</b>				0	0	0	0	0	0	0	0	0	0	0	0
15																
16	<b>Direct Operating Costs: (Example)</b>															
17	Recruitment														0	
18	Travel & Subsistence														0	
19	Training Allowances														0	
20	Consumables														0	
21	Marketing & Promotion														0	
22	Merchandising & Branding														0	
23	Publicity														0	
24	Training Materials														0	
25	Equipment														0	
26	Events														0	
27	Room Hire														0	
28	ICT														0	
29	Translation & Proof Reading														0	
30	Accreditation/Validation/Examinations														0	
31	Other														0	
32	<b>TOTAL Direct Operating Costs</b>				0	0	0	0	0	0	0	0	0	0	0	0
33																

Version 2.0, Revised following Implementation of Version 1.0 in 2012-13 and 2013-14 and the development of 2014 QQI policy, procedure and protocol.

