

Procedures for the Quality Assurance of Collaborative Provision

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Section 1 Procedure to Establish a Collaborative Partnership

This document forms part of the Quality Framework of Dún Laoghaire Institute of Art, Design and Technology (IADT). Please refer to the separate document **Policy for the Quality Assurance of Collaborative Provision** for implementation information.

This document is the procedural aspect of the establishment of partnerships, collaborative programmes and differential validations.

1.1 Quality Assurance Procedures

The quality assurance procedures set out in this document apply to all collaborative programmes involving the Institute, that lead to the making of higher education awards.

This procedure applies where:

- The Institute is the awarding body
- Awards are made jointly by the Institute and another awarding body
- Awards are made by another awarding body in respect of a programme provided by the Institute, in collaboration with another party

1.2 10 Step Procedure for Approving Collaborative Programmes

This is a ten step procedure which is detailed further in [Section 1.4](#) but, in summary, is:

Step 1	Faculty Approval
Step 2	Executive Approval
Step 3	Partnerships Oversight Committee
Step 4	Due Diligence
Step 5	Consideration of Due Diligence and Approval to Proceed
Step 6	Final Agreement by the Executive
Step 7	Programme Development
Step 8	Validation Panel
Step 9	Programme and MOA Validation
Step 10	Governing Body Approval

1.3 Joint Awards

The following principles will apply:

- 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

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- 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
 - Under the Qualifications Act 2012, 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](#)
 - 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
 - The procedure adopted by the Institute for the development, approval, monitoring and review of a collaborative programme is the model that the Institute employs, where possible, in respect of the development of IADT programmes. It is understood 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 as well as in the validation of collaborative programmes to lead to such awards
 - The Institute, in a spirit of openness, partnership and interest in learning other models of good practice, is happy to adopt an alternative approval and (re)validation process, in consultation with the relevant awarding bodies, provided that this process involves:
 - a) 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
 - b) Experts appointed to evaluate must be independent of the parties
 - c) Experts appointed to evaluate must have competence in the matters being evaluated
 - d) Reports of evaluations and reviews must be published on partner websites
 - e) All programmes shall have an external examiner or an equivalent
 - f) 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’.
 - g) Entry requirements are fair, transparent and clearly stated
 - h) Programmes have clearly expressed learning outcomes which are assessed fairly, reliably and validly
 - i) There is agreement from the parties to participate in any national quality review process instigated by QQI
 - 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

1.4 Procedure for Approving Collaborative Programmes

The following steps show the key stages in the establishment of a collaborative programme and are sequential, where a positive decision is attained at each step.

1.4.1 Faculty Approval	
A	An idea originates somewhere in the organisation
B	The proposer obtains approval from their Head of Department/ Faculty to develop an initial proposal application
C	The initial proposal is submitted to the Programme Validation Committee (PVC), via the idea owner and their Head of Department, for outline planning permission to develop the programme. PVC either supports (or rejects) the proposal and may ask for further information
D	<p>Once approved by PVC, the proposer prepares an initial proposal application (template Appendix 2). This includes information on:</p> <ul style="list-style-type: none">– 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) and b) 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 including 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 template in Appendix 3)– Proposed time-line for the development of the arrangement– Evidence that the proposal is legally possible <p>This initial proposal application is sent to the Executive Management Team for consideration</p>
1.4.2 Executive Approval	
A	<p>The Executive Management Team makes a decision with regard to the proposal. Criteria for these decisions are:</p> <ul style="list-style-type: none">– The proposal is viable – can the Institute both conduct the investigation/due diligence and run the programme fully, supporting the provisionally identified resource implications. This consideration looks at fee income, its distribution across partners, student registration, HEA returns, etc.– The proposal is broadly within the scope of the Institute's strategy– The work required to develop and support this proposal is in keeping with immediate priorities of the Institute– A clear potential benefit to the Institute is evident

	<ul style="list-style-type: none"> — There is clear evidence that the proposal is legally and technically possible <p>This provisional approval is just an initial finding – it must be confirmed following due diligence when full information is available¹, and during the validation process. This is because, as the process proceeds, either new information becomes available and/or the proposal is modified).</p>
B	Where a negative decision is made, a memorandum of decision is prepared by the President or nominee for the idea owner/Head of Faculty indicating the reasons why authorisation to pursue the project has not been granted.
C	Where a positive decision is made and permission to proceed is given, the Executive Management Team forwards the initial proposal to the Partnerships Oversight Committee for its initial consideration.
1.4.3 Partnerships Oversight Committee	
A	<p>When the Partnerships Oversight Committee (POC) receives an initial proposal form, it convenes a meeting of the committee at the earliest time available. It considers if it has sufficient information from the initial proposal form (see Appendix 2) to conduct the business of the POC.</p> <p>When it has sufficient information, it can:</p> <ul style="list-style-type: none"> — Decide the scope of the due diligence enquiries required around the partnership or a new type of programme under an existing partnership — Confirm that an appropriate budget is in place with the Head of Faculty and Secretary/Financial Controller — Ensure a Memorandum of Understanding is in place, putting one in place where it does not already exist — Appoint a two or three person Due Diligence team (DDT) to conduct the enquiries — 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 enquires
1.4.4 Due Diligence	
A	<p>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. Some key actions take place to enable this:</p> <ul style="list-style-type: none"> — The team arrange for the establishment of a Memorandum of Understanding, if it is not already in place, to enable the due diligence enquires to take place in a mutually respectful and transparent environment. — A full list of information required to be shared between the parties is prepared, inserted into the MOU that is then signed. The proposed partner will prepare the information to be shared, in the form of a self-assessment with appendices.
B	The President or Registrar will sign the MOU on behalf of IADT.
C	Prior to the signing of an MOU, the signatory must take reasonable actions to ensure the minimum legality of the proposed applicant and the project , ie satisfied

¹ The decision is made by the POC on behalf of the Executive.

	<p>themselves of the following and be able to produce evidence to support the judgements made:</p> <ul style="list-style-type: none"> — That the proposed partner is a known and recognised legal entity in its jurisdiction — That its operating location is clear and known and that its offices have been visited — The other party has met with an IADT member of staff — Initial checks have been made by the IADT signatory that the other party is a) engaged in activity relevant to IADT's remit and b) a legitimate entity — The proposed collaboration is in the view of the IADT signatory consistent with IADT partnership strategy — It has been established what authority the signing party has to sign documents and what their standing and authority in the other organisation is
D	There may be some instances where an MOU is signed prior to Institutional approval of the initial proposal. In this case, at the establishment of the DDT, the team will consider if the MOU requires amendment. In any case, no transfer of information should occur prior to formal initial approval.
E	The DDT will always make at least one, if not more, visits to the proposed partner's location and 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.
F	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, eg direct enquires with the companies registration office, accreditation agencies, professional bodies, statutory or voluntary regulatory bodies, etc.
G	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.
H	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.
I	When the appointed external parties conclude their portion of the investigations, the DDT considers their report.
J	The DDT then prepares a final report for the POC with their combined considerations and risk and opportunities assessment.
1.4.5 Consideration of Due Diligence & Approval to Proceed	
A	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.
B	Where a positive recommendation is received from the DDT, they consider: <ul style="list-style-type: none"> — The impact of the proposed project on IADT – academic, quality assurance, resources, student experience, legal, reputation, financial etc

	<ul style="list-style-type: none"> – That with the additional information provided by the DDT, it can be confirmed that the proposed project remains within the Institute strategy – That the resources are available to enable the project to be undertaken and sustained on an on-going basis – That potential students on the proposed project would receive an equivalent experience to those on the home IADT campus – That there is a clear rationale for the project and it is clearly of benefit to IADT – That the risks have been adequately identified and addressed
C	Where a negative recommendation is received, the reasons for the recommendation are carefully reviewed to ensure they are accurate, thorough and reasonable.
D	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.
1.4.6 Final Agreement by the Executive	
A	The Executive considers the recommendation.
B	Where a positive decision is made, the Programme Validation Committee (PVC) is advised and the Faculty is requested to establish a Collaborative Programme Team, which looks at the development of a programme and the establishment of a consortium agreement/MOA to govern the provision of the collaborative programme.
C	Any issues raised by the DDT/POC that require specific consideration or action during a programme validation or consortium agreement/MOA establishment process, are clearly identified in the covering memorandum.
1.4.7 Programme Development	
A	Once the Executive has made a positive decision, the Faculty establishes up a Collaborative Programme Development Team and a Relationship Management Team.
B	The Collaborative Programme Development Team will focus on the collaborative programme documentation. It will include all the relevant academic experts across IADT and its partner. Additional external experts may be co-opted 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.
C	The Relationship Management Team will focus on the Consortium/Memorandum of 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.
D	<p>Both teams will undertake the detailed research, development and drafting process required to prepare:</p> <ul style="list-style-type: none"> – A MOA will detail the quality assurance procedures for the consortium and the programme – see Appendix 6 for details on items to be included. The President will sign the MOA on behalf of IADT. – A self-evaluation in respect of the collaborative programme proposed

	<ul style="list-style-type: none"> – The collaborative programme documentation including the programme assessment strategy – All other documents to meet the requirements of the Institute and QQI and any other relevant awarding body <p>The key elements of a valid process include:</p> <ul style="list-style-type: none"> – The preparation of a self-assessment document – The retention of independent and external peer reviewers – Explicit criterion-based evaluation – Publication of the results of the evaluations – Adequate learner involvement
E	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.
F	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.
G	<ul style="list-style-type: none"> – The final draft of the Consortium Agreement/MOA and the Collaborative Programme documentation is submitted by the Collaborative Programme Development Team to the Registrar for inclusion on the agenda of the Programme Validation Committee (PVC)². Subject to the approval of PVC, the Collaborative Programme Development Team will finalise the Collaborative Programme Document, and the Relationship Management Team will finalise the Consortium Agreement/MOA, making such minor revisions related to any recommendations of PVC. – Should PVC indicate that major revision to part or the entire Collaborative Programme document is required, the revised document will be submitted in full to a subsequent PVC meeting. Once PVC has approved the proposal, the final document is submitted to Academic Council for sign off.
H	The Collaborative Programme Chair should then forward the final copy of the Collaborative Programme document, along with the draft Consortium

² 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)

	Agreement/MOA, as approved by PVC and Academic Council, to the Registrar, who is responsible for organising the Collaborative Programme Validation Process.
1.4.8	Validation Panel
A	<p>The Collaborative Programme Validation Process includes the following steps:</p> <ul style="list-style-type: none"> – Establishing a Collaborative Programme Validation Panel – Internal preparations for Panel visit – Panel Visit – Recommendation of Panel – Panel Report to Academic Council and equivalent of Collaborative Partner where relevant for approval – Modification of Consortium Agreement/MOA and/or Collaborative Programme Document to reflect conditions/recommendations of Panel – Issue of Certificate of Programme Approval – Signing of the Consortium Agreement/MOA – Notification to QQI and any other relevant body
B	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 issues with the programme meeting the award standard or with content and assessment strategy for the proposed programme.
C	<p>The Registrar is responsible for establishing the Collaborative Programme Validation Panel in consultation with the Collaborative Partner on the specific nominees.</p> <p>The following is the optimum panel composition:</p> <ol style="list-style-type: none"> a. A Senior Manager (eg 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 <ul style="list-style-type: none"> – 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,

	<ul style="list-style-type: none"> – Two academic experts(s) from higher education institutions ideally one of whom shall have specific experience of managing a collaborative programme <p>d. An employer representative or community, business or industry representative to reflect employer needs</p> <p>e. A student or recent graduate of a collaborative programme</p>
D	Where the programme is transnational, ideally one of the panellists from categories (d) or (e), should also be from the other jurisdiction, but this may not always be possible. No expert panellist should either be a staff member of the collaborating partners, or be a current external examiner for either partner. The nominated academics and the panel Chairperson must hold qualifications at the level higher than that of the collaborative programme being considered.
E	<p>Responsibility for administrative arrangements in relation to the external programme validation process rests within the Registrar's area and is managed by the Senior Quality Officer. Duties include:</p> <ul style="list-style-type: none"> – Contacting and liaising with prospective panel members – 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 Faculty delivers 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 – Distributing the documentation and agenda (email 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 Chair for consideration of the panel's findings

F	Prior to the Panel visit, an internal preparation meeting will take place. This meeting will be convened by the Collaborative Programme Chair 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 Chair will also liaise with the Registrar in preparation for the Panel visit.
G	Where a panellist is not able to work with an electronic version of the documentation, a bound copy is prepared for each panel member and provided by the Faculty, in advance of the validation process, to the Senior Quality Officer, who will distribute the documents to the panels. ³
H	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.
I	All persons who are to teach and assess on the programme shall meet with the Programme Validation Panel, even if this is by video-conference.
J	<p>During the visit to the Institute, the Panel will typically follow a full-day agenda as follows:</p> <ul style="list-style-type: none"> – Initial session, private to Panel – Panel meets with President, Registrar and Head(s) of Faculty and equivalent staff at the partner organisation. Each group may be met independently and finally together if that is the desire of the panel. <p>Subsequently, the Panel goes into full session with the Relationship Management Team and Collaborative Programme Team, as appropriate.</p> <ul style="list-style-type: none"> – 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 <p>In certain contexts, the meeting may extend over two days.</p>

1.4.9 Programme & Consortium Agreement/MOA Validation

A	The Collaborative Programme Validation Panel is asked to make two key decisions: 1 Should the Consortium Agreement/MOA be recommended for approval AND 2 Should the Collaborative Programme be validated
B	Approval of the Consortium Two overarching criteria are relevant:

³ 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)

	<ul style="list-style-type: none"> – 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/MOA is an appropriate legal instrument which encompasses the appropriate quality assurance arrangements to underpin the provision proposed, ie there has been an appropriate assignment of responsibilities in the draft consortium agreement/MOA for the activities to be conducted in IADT's name
C	<p>Validation of the Collaborative Programme</p> <p>Three overarching criteria for validation are relevant:</p> <ul style="list-style-type: none"> – 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);⁴ (eg learning environment; staffing; mode of provision – such as elearning; etc). See Appendix 7 for a guideline for panellists in assessing consortium agreement and in validating a collaborative programmes. <p>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 behalf⁵. (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.)</p>
D	<ul style="list-style-type: none"> – 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.

⁴ 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*.

⁵ This Guideline may be of particular use to foreign or inexperienced panel members.

⁶ 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.

	<ul style="list-style-type: none"> 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.
E	<ul style="list-style-type: none"> The Collaborative Programme Development Team will compile a response to the recommendations/conditions. This will outline how any conditions stipulated by the panel will be addressed, to include a timeframe within which the condition(s) will be met. It will also include a rationale for how the recommendations of the panel may or may not be incorporated into the programme structure.
F	<ul style="list-style-type: none"> On completion of this work, the full response will be submitted by the Programme Chair to the Registrar for verification that the recommendations, as laid down by the 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 Panel, confirming that the stipulated conditions have been addressed. When the proposed programme has received final approval for accreditation from the Panel, the final report is sent to PVC and then to the Academic Council 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.
G	<ul style="list-style-type: none"> 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.⁷
1.4.10 Governing Body Approval	
A	<ul style="list-style-type: none"> The final stage in the process is to seek the approval of the Governing Body to enter into the MOA.

⁷ 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 were 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.

1.6 Differential Validation

Where a programme is already in existence and formally validated, and there is an application for it to be converted to a collaborative programme, IADT conducts an approval process that it calls a **differential validation**. The differential validation process focuses on the *differences between the currently validated programme and the proposed variant*.

The procedure for a differential or non-standard validation commences with the completion of a [differential validation proposal form](#). This will lead to either:

- The typical programme approval process **or**
- The collaborative approval process

The PVC conducts this process and 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 within this document. As a differential validation is seeking only to look at new or different matters, a differential or non-standard validation may deviate from the typical process. The following, as decided upon by PVC on a case-by-case basis, following receipt of the differential application form and the granting of outline permission, may be applied:

- Reduced membership of panel
- Truncated consideration of documentation
- Reduced documentation requirements
- Shortened evaluation meetings
- Shortened facilities evaluation or no evaluation
- A desk-exercise to replace a full evaluation meeting

In all such bespoke validation processes, the following must be maintained:

- Use of the QQI Core Validation Policy and Criteria
- Some element of independent external peer review
- Full consideration of any consortium agreement against the criteria herein.
- The sharing of formal findings with any partner or relevant organisation

1.7 Management, Monitoring & Review of Collaborative Programmes

Once a collaborative programme is approved, it must be carefully managed. Whilst different relationships may have their own nuanced models, IADT has specified a quality assurance model that is incorporated into its legal agreements.

Suites of related programmes that 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.

Each Collaborative Programme is embedded in a collaborative relationship. That relationship is captured in a Consortium Agreement/MOA, usually with programme detail for each programme provided in an appendix. The Consortium/MOA 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/MOA.

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/MOA.

1.7.1 Membership of the Relationship Management Team

- Normally made up of no more than four people where the consortium is a two-organisation consortium, two from each. Where there are more than two organisations, equal representation for all organisations making the award, otherwise one person per organisation.
- The nominees are senior people from the respective organisations and they will not be involved in the direct provision of the programmes

1.7.2 Role & Remit of Relationship Management Team

The role and remit of the Relationship Management Team includes:

1.7.2.1 Annual Monitoring

- 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.
- Conducting an annual review of the partnership for consideration by the IADT's Partnership Oversight Committee (and any equivalent body in the partner organisation).
- Student feedback is explicitly and independently sought in this review, ie 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.
- Maintaining financial and other resource accounts in respect of the partnership

1.7.2.2 Five-year Periodic Review

- 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 in general and the effectiveness of its quality assurance procedures as presented in the Consortium Agreement/MOA. The overarching terms of reference for such a review are given below.

-
- 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.
 - 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.

1.7.2.3 Monitoring and Review Terms of Reference

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

- Are the terms of the legal agreement and the detailed quality assurance effective?
- Are learners at the collaborative partner's site receiving an equivalent experience to those at IADT?
- Is the partnership being appropriately resourced?
- Is there sufficient or appropriate information being collected by the Relationship Management Team to ensure timely and effective decision-making?
- Are the communication channels effective?

1.7.2.4 Outcomes from Monitoring/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

1.7.3 Role of Relationship Management Team regarding the Collaborative Programme

- The appointment of the external examiner as indicated in the MOA in consultation with the Academic Council and the IADT Registrar
- To receive the on-going monitoring reports from the Collaborative Programme Team and take any necessary decisions in their regard
- 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 appropriate⁸

⁸ 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.

-
- 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.

1.7.4 Memberships & Role of the Collaborative Programme Board

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

1.7.4.1 Membership of the Collaborative Programme Board

- All people teaching on the programme, no matter where they are located or who is their direct employer
- One person, from one of the awarding institutions, acts as Chair and Co-ordinator. Where there is more than one awarding body, the chair rotates between them.
- Between 1-4 student representatives depending on the nature and distribution of provision of the programme
- Meetings endeavour to have all members present, by video-conference if necessary

1.7.4.2 Role and Remit of Collaborative Programme Board

Annual Monitoring

- The Board 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.

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.

-
- 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.

Please refer to IADT's [Programme Boards Terms of Reference and Procedures](#) document for further information.

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 that 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 a Self-Evaluation Report.
- Please also refer to IADT's [Programmatic Review Policy](#).

Terms of Reference⁹ are established which specify the objectives that include, amongst other things¹⁰ :

- Analyse the effectiveness and the efficiency of each of the collaborative programmes approved, eg 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.
- 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 that, in addition to subject specialists, includes specialists with expertise in collaborative provision, and results in a set of

⁹ The 2010 HETAC *Monitoring Policy* shall guide this process

¹⁰ 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

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 (five 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.

Special Considerations for a Relationship Management Team and, in particular, a Collaborative Programme Team during Programmatic Review

- Where a collaborative programme has a variant which is a standard IADT programme, each variant must be distinctly reviewed
- 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
- Decisions to ‘keep programmes the same’ or ‘allow’ the emergence of distinct programmes need to be considered carefully and approved through the required Programme Validation Committee process
- A focus on whether the learners on a collaborative programme receive an equivalent learning experience to those on a standard IADT programme is required
- Consideration should be made about issues of public information, transparency and clarity on the qualification to be obtained. Are learners clear about the nature of the collaborative programme and to which this qualification this leads? Is this information appropriately recorded in a Diploma Supplement?
- 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

1.7.5 External Examiners

External Examiners are key to the quality of any programme and have a crucial role in monitoring and review. Their role must be specifically addressed in the legal agreements established.

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

External examiners appointed to collaborative programmes must, in addition to meeting the standard requirements for the appointment of an extern, meet the following additional requirements:

- Direct experience of collaborative programmes
- Direct experience of teaching, learning assessment in the jurisdictions involved
- Ability to travel to location(s) of the provision

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, which will be considered by both the Collaborative Programme Team and the Relationship Management Team.

External examiners must visit the site of the collaborative provision, ideally annually, but at least twice over a 4-year appointment period. Those appointed to one programme in a suite of programmes cannot be subsequently appointed to another programme in the same suite. They should be independent of the collaborative partner, e.g. amongst other things cannot be members of staff, or recent members of staff (five years). The 2010 HETAC Guideline Effective Practice Guideline for External Examining is made available to all external examiners and collaborative partners.

Please also see IADT's [External Examiner/Assessor Procedures](#) for further information.

1.7.6 External Reviews

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.

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. 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. 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.

1.7.7 Annual Institutional Quality Report (AIQR)

IADT also reports to QQI on a yearly basis – this report is called the Annual Institutional Report and reports on the Institute’s internal quality assurance. These reports are published, both on the QQI website and on the Institute website. The report is made of up six parts:

- Part 1 gives an overview of internal quality assurance governance, policies, procedures and schedules within the Institute
- Parts 2 – 6 give an overview of quality assurance, themes, changes, enhancements and impacts for the year

The purpose of the AIQR is:

- It is a contemporary record of quality assurance within an institution and can be used as a single repository of institutional policies and procedures for quality assurance
- It captures the Institute’s quality assurance activities within a reporting year
- It is used for internal reporting and governance functions
- Publication of the report helps external stakeholders to understand how quality is assured in IADT

1.8 Legal Agreements

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. A sample Memorandum of Agreement is provided in [Appendix 7](#). A checklist is provided in [Appendix 6](#) 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/MOA 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 the:

- Format of the award parchment
- Conferring process and procedure
- Assignment of credit to the programme
- Issuing of the European Diploma Supplement
- Permanent and secure archiving of records concerning graduates and their awards

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 could be made.

It is particularly important that processes and procedures for the ongoing monitoring and review of the programme be 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.

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.

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.

The Governing Body must approve all Educational Partnership Agreements.

Section 2 Appendices

Appendix 1 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	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	(See the National Qualifications Authority of Ireland document Policies, Actions and Procedures for Access, Transfer and Progression for Learners.)	
Accreditation	The terminology of external quality assurance is not universally agreed. In the international debate on quality assurance, 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. The European Consortium for Accreditation (ECA) defines accreditation as "a formal and independent decision, indicating that an institution of higher education and/or	

	<p>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>http://www.aic.lv/bologna/contrib/Statement_on_Bologna_ECA.pdf</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"> – 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, – Inform current and prospective students on the value of certain study programmes (consumer protection), – Allow employers to check the value and status of qualifications, – Give institutions of higher education the opportunity to demonstrate appropriate allocation and use of public funds. 	
Agent	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.	This is not collaborative provision. Formal MOA: Amongst other matters, the home provider agrees to formally periodically review the partner’s programme to ensure the articulation remains valid.

Awarding Body	An awarding body is a body that makes awards.	In many jurisdictions there are statutory qualifications awarding agencies/bodies in addition to 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. The National Framework of Qualifications determines award-type descriptors.	
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.	
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 NFQ level.	
Delegated Authority	QQI may delegate authority to a recognised institution of the Council (ie an institution specified under Section 24 of the Qualifications [Education and Training] Act 2012) to make awards.	
Diploma Supplement (European Diploma Supplement)	<ul style="list-style-type: none"> – The Diploma Supplement (DS) is a document that 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. – It promotes transparency in higher education and fair and informed judgements about qualifications. It also accommodates rapid changes in qualifications. – National higher education institutions produce the supplement according to a template jointly developed by the European Commission, the Council of Europe and UNESCO. – 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. – 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. 	
Dual/Double Degree Awards (multiple, dual or double)	The process by which two or more awarding institutions collectively contribute to a 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.)	All graduates receive a diploma supplement that 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	Standards and Guidelines for Quality Assurance in the European Higher Education Area. Published by ENQA in 2005, revised 2009 and available at http://www.enqa.eu	
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)	
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"> – 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 	<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>

	<ul style="list-style-type: none"> – One or more national diplomas issued officially as the only attestation of the joint qualification in question.¹¹ 	
Joint Validation	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.	
Learning Environment	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.	
Minimum Intended Programme Learning	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 (ie passes all the required assessments). The minimum intended programme learning outcomes define the minimum learning outcomes for a particular programme at the programme level. The provider must always specify these. 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. Different programmes can share a module.	
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.)	

¹¹ 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, <http://www.cicic.ca/docs/Lisboa/jointdegrees.en.pdf>

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. ¹² (Vlăsceanu, et al., 2004, p. 44)	
Professional recognition body	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 goals as well as its external obligations (e.g. to regulators and to statutory and professional bodies).	

¹² Vlăsceanu, Lazăr , Laura Grünberg and Dan Pârlea (2004): Quality Assurance and Accreditation: A Glossary of Basic Terms and Definitions. Bucharest, UNESCOCEPES. Papers on Higher Education: 84 p http://www.unibuc.ro/n/organizare/asig-calitatii/docs/2011/mar/15_17_13_45QAA_Glossary.pdf

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>RPL 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:</p> <ul style="list-style-type: none"> – 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&A) – Recognition of Current Competencies (RCC) – Learning Outside Formal Teaching (LOFT) 	
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.	
Sequential Degrees (a term used in the United States)	Formalised arrangement in which students earn a specified degree at a partner institution and then applies to, enrols 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.	
Student Exchange Agreements	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 that 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	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	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 2 Initial Proposal Form for the Establishment of a Collaborative Programme

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.)

Initial Proposal Form for the Establishment of a Collaborative Programme (whether leading to a joint award or not)	
1	Name of Proposer
2	Name of Department & Faculty
3	Proposed Name of Collaborative Programme
4	Proposed Name of Award that will be obtained
5	Where a Joint Award is envisaged: – Who are the awarding bodies? – What is their legal standing? – 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, ie 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	
	– Employment Control Framework implications	
	– Other (please list each item per line)	
11	Identify possible fee levels, who will collect them and how they will be distributed between the partners	
12	Identify where the students will be registered and what services they will have	
13	Indicate how students numbers will be counted for HEA purposes	
14	Evidence that the proposed partners are legitimate (eg Company Registration Office details, Tax Clearance Certificate, external agency reports etc)	
15	Evidence that the programme is legally possible – does that partner have the authority to do what is proposed? Is it legally possible for IADT to work in the jurisdiction proposed?	
16	Relationship to Institute Strategy	
17	Budget amount required to conduct the full due diligence, and source of budget	

Appendix 3 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 presenting the conclusions of the risk and opportunities assessment – see [Appendix 4](#)).

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

Due Diligence Report	
Section 1 General & Academic Due Diligence	
Is its 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)	
Will the proposed student environment promote learning – what criteria are you using to make this adjudication?	
Are the proposed education and training facilities are appropriate.	
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?	

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?	
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 with whom 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?	
In respect of transnational provision, will there be receiver-country recognition of awards made?	
Are support services for learners 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?	
Section 2 Quality Assurance Due Diligence	
A Internal Focus	
<p>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 (ESG) ie do the quality assurance policies and procedures of the applicant address:</p> <ul style="list-style-type: none"> – 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 that 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?	
B 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 that is consistent with the OECD/UNESCO Guidelines for Quality Provision in Cross-Border Education (2005)?	
Section 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?	
Has the potential joint awarding partner the authority to make awards (where relevant)?	

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?	
Section 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 4 Risk and Opportunity Assessment Grid

Threshold Criteria for Engaging with Partners to collaboratively provide a Programme

Item	Educational Partner Type	Must Have
1	All Parties	<ul style="list-style-type: none">– Ability to respect the human rights of its staff, learners and collaborators– Be in safe location– Legally compliant in home jurisdiction (HR, Tax, H&S, etc)– Language of teaching and assessment for proposed programme either Irish or English– 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 & Training as a core function (whether or not a Joint Award is envisaged	<ul style="list-style-type: none">– Recognised higher education and training provider by home government, and established in disciplines <i>related</i> to those provided at IADT
2a	Partner which provides Vocational or Further Education & Training as core function	<ul style="list-style-type: none">– Recognised vocational or further education and training provider by home government, and established in disciplines related to those provided at IADT.
3	Partner as a Learner Support Centre or Services Provider (only relevant to national collaborations)	<ul style="list-style-type: none">– 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
4	Partner which is a business, industry or community group for whom Ed & training is an ancillary activity	<ul style="list-style-type: none">– 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

Detailed Risk & Opportunity Assessment

Characteristic	Description	Risk	Comment	Actual Score Agreed
Type of Proposed Partner	Higher Education Institution	0	Many providers could fall into more than one category, this relates to the predominant role of the provider Low 0 High 5	
	Further Education/Vocational Institution	1		
	Research Institute	1		
	Commercial Professional Training Institute	2		
	Government department/agency	3		
	Other, publicly funded	4		
	Other, privately funded	5		
Location of Proposed Partner	Ireland	0	Low 0 High 4	
	UK	1		
	Europe	2		
	Africa	4		
	Asia	4		
	North America	3		
	Elsewhere	4		
Reputation of Proposed Partner	Internationally recognised institution or organisation	-1	Low -1 High 4	
	Nationally recognised Institution or organisation	0		
	Neutral – of no particular standing, but not held in disrepute	4		
Profile of Partner in fields of Creativity, Art, Design & Technology	International reputation	-1	Low -1 High 4	
	National reputation	0		
	Neutral – of no particular standing, but not held in disrepute	4		

Qualifications Framework mapped to the European Qualifications Framework or National Framework of Qualifications as relevant	Yes	0	Low 0 High 2	
	No	2		
Size of partner	Large - well resourced (more than 100 employees)	0	Low 0 High 5	
	Medium – well resourced (45 – 99 employees)	0		
	Small - well resourced (44 employees or less)	1		
	Any size - with limited resources	4		
Participation in some form of External Quality Assurance	Yes, State Body	0	Low 0 High 4	
	Yes, Private Body	1		
	No	4		
Positive reports under External Quality Assurance	Yes	0	Low 0 High 5	
	No, ie negative	5		
	Not applicable as no external quality assurance	4		
Experience of collaborative provision	Significant experience with partners which are Irish Institutes of Technology	0	Low 0 High 4	
	Significant experience with partners which are Irish Universities	1		
	Significant experience with State institutes of higher education in the UK	2		
	Significant experience with State institutes of higher education in the EU	3		
	Experience with private commercial institutes of higher education in the UK or EU	4		
	Experience with HE Institutes in North America – Public or Non-Profit	3		
	Experience with HE Institutes in other jurisdictions	4		

Experience and expertise of partner's staff in management of collaborative provision	Significant experience in collaborative provision	0	Low 0 High 5	
	Significant experience of collaborative provision but in a different context	3		
	No/Very limited experience	5		
Partner's experience of working with IADT to date	Within the last year	0	Low 0 High 3	
	Within the last 3 years	1		
	Never	3		
Partner's previous programme collaboration with IADT	Within the last year	0	Low 0 High 2	
	Within the last 3 years	1		
	Never	2		
Language of proposed partner	English as a first language	0	Low 0 High 4	
	English as a second language	2		
	No English	4		
Staff and student wellbeing regarding political climate	Very stable	0	Low 0 High 3	
	Less stable	3		
Staff and student wellbeing regarding health and safety (locality)	Very safe	0	Low 0 High 3	
	Safe	3		
Staff and student wellbeing in respect of equal opportunities	Fully meets Irish and EU legislation	0	Low 0 High 5	
	Does not meet Irish and EU legislation	5		
Indemnity and insurance	Already in place	0	Low 0 High 2	
	Will be arranged and confirmed	2		
Duration of programme	9 months (academic year)	1	Low 1 High 5	
	12 months (calendar year)	2		
	2 years	3		
	3 years	4		
	4 years	5		
Financial commitment	Financial benefit to IADT	-1	Low -1 High 5	
	No costs to IADT	0		
	Costs shared with partner	2		
	All costs borne by IADT	5		

Are there any implications for IADT compliance with ECF	No	0	Low 0 High 5	
	Yes	5		
IADT Department's experience of organising such collaborations successfully	Has experience relevant to proposal	0	Low 0 High 5	
	Has experience but more limited than proposal	2		
	No experience	5		
Equivalence of student experience	Students will be access to teaching, learning and support facilities equivalent to those at the IADT main campus	0	Low 0 High 3	
	Students will not have the same access to facilities, but only to a minor degree (must be considered explicitly during validation)	3		
Health and Safety – will the student or staff undertake work that would require a H&S assessment at IADT.	No	0	Low 0 High 3	
	Yes – assessment or equivalent has been undertaken	2		
	Yes – assessment or equivalent will be undertaken	3		
Health and Safety – will the student or staff undertake work that would require Garda Clearance at IADT.	No	0	Low 0 High 2	
	Yes – clearance or equivalent has been undertaken	1		
	Yes – clearance or equivalent will be undertaken	2		
Are there Personal Evacuation Egress Plans for students with disabilities	Yes	0	Low 0 High 1	
	No – will be undertaken	1		

Notes

Maximum possible score	93	Minimum possible score	-3
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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 of Year 1
Greater than 60	Red – consider not progressing

Appendix 5 Memorandum of Understanding

Memorandum of Understanding
Between
Dún Laoghaire Institute of Art, Design & Technology, Carriglea Park, Kill Avenue, Dun Laoghaire, Co Dublin
And
Proposed Partner

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 [Insert Title] Programme, etc; [Insert idea summary – scoping the project].

IADT and Partner agree to share certain information in the possession of each party for the purposes of:

- Establishing if it is legally possible to enter into a partnership for the provision of a collaborative programme
- Establishing if it is mutually beneficial to enter into a partnership for the provision of a collaborative programme
- Establishing if the parties have the capacity to undertake the project envisaged
- Establishing if the parties are in good standing with the legal authorities in their respective jurisdictions
- Establishing if the parties are in good standing with any relevant external quality assurance agency
- Establishing if the parties are in good standing with any relevant professional body
- Establishing the framework by which a joint award might be established between the parties
- Establishing the financial implications of working together
- Establishing the human resource, including any industrial relations implications of working together
- Establishing if the parties are sufficiently financially robust to undertake the project proposed.
- Identifying any specific or unique perspectives of the potential partner in respect of education/industry/research/civic engagement/enterprise.

It is agreed that this information may be best exchanged in a formally documented self-study that also addresses areas such as quality assurance, staff and staff development, student profile etc.

It is understood that IADT is a public body in Ireland and came under the terms of the Freedom of Information Act 2014 (FOI) and prior legislation with effect from 21 October 2001. It is also a registered Data Controller and will comply with its obligations under the General Data Protection Regulations of the European Union and any legislation enacted to give effect to those Regulations with effect from 25 May 2018 with regard to the dissemination of personal information to any third

party. It is understood by the parties that under the FOI Acts and GDPR, 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
- Access to records held by the Institute or parties subject to agreements with the Institute in respect of their own personal Data.
- 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 subject to any requirements of the FOI and GDPR legislation.

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 35)

Subsection (1)(a) of Section 35 of the Freedom of Information Act provides that information given to an FOI body in confidence 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 38 must be followed.

Subsection (1) (b) of Section 35 provides 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 38 (Third Party Consultation) 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 35 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 36)

Section 36 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 38 (Third Party Consultation) must be followed before making a decision on disclosure.

With reference to GDPR, the Institute treats all confidential, commercially sensitive, personal or sensitive personal data in an appropriate manner.

Use of information

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.

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.

The following information amongst other relevant data may be exchanged:

- Student numbers (FTE)
- Staff numbers
- Audited Accounts
- Evidence of qualifications of principals
- Organisational profile including services provided, educational programmes offered, numbers of graduates, etc.
- Descriptions of facilities and equipment
- Descriptions of respective legal standing and origin of authority in respect of any education and training (accreditation, degree-awarding powers, etc.)
- Evidence of compliance with local tax legislation (eg Tax Clearance Certificate)
- Number and type of legal cases to which the parties are party before the courts
- Reports of external quality assurance bodies, Education Departments, professional bodies, etc.
- Evidence of accreditation and reports from accreditation and or external quality assurance agencies
- Evidence of incorporation/legal standing
- Evidence of ownership
- Nature of the respective physical environments, facilities etc.
- Nature of learning environment including libraries, Virtual Learning Environment, Student well-being and pastoral supports, sports facilities, etc.

This information shall only be used for the purposes described in paragraph 2.

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.

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.

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.

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.

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.

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 2003 and the General Data Protection Regulations 2018 (GDPR) and any legislation enacted with regard to the GDPR.

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.

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.

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.

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.

The possible authorised signatories from IADT are the President and/or the Registrar.

This Memorandum of Understanding may be amended only by written agreement of the parties hereto.

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.

Either party shall reserve the right to terminate this Memorandum of Understanding by giving three months written notice of termination to the other party.

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.

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 xxxxxxxxxxxxxxxxxx, and on behalf of PARTNER by authorised signatory xxxxxxxxxxxxxxxxxx on the dates written below.

Original signed by:

For Dún Laoghaire Institute of Art, Design & Technology	For Partner
Name	Name
Witnessed by	Witnessed by
Witnessed by	Witnessed by

Non-Disclosure Agreement

Non-Disclosure Agreement

Between

**Dún Laoghaire Institute of Art, Design & Technology,
Carriglea Park, Kill Avenue, Dun Laoghaire, Co Dublin**

And

Proposed Partner

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.

(a) "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:
 - Any information relating to the products or services of the Disclosing Party in which the Disclosing Party claims a proprietary and/or confidential interest;
 - 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;
 - Any information of a confidential nature concerning the Disclosing Party's customers, suppliers, employees or consultants; and
 - Any information the Disclosing Party has received from others that 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:

- 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.

- 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 which:

- At the time of disclosure by the Disclosing Party is already in the possession of the Receiving Party; or

-
- At the time of disclosure by the Disclosing Party is, or thereafter becomes through no fault of the Receiving Party, public knowledge; or
 - 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
 - Becomes part of the public domain through no fault or action on the part of the Receiving Party; or
 - 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 on Behalf of Dún Laoghaire Institute of Art, Design & Technology	
Signed by [insert name here]	Date
An Authorised Signatory of [insert name here]	Date

Appendix 6 Check List

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 checklist for legal agreements refers to a “consortium” using it as a collective noun for a group of partner-providers collaborating 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.

1 **Opening Matters**

- The date that the agreement is made and the period of the agreement¹³
- 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.¹⁴ If the partner-providers/awarding bodies agree, this item may also name service providers¹⁵ to the consortium who it has been decided need to be included in the terms of the agreement.
- The address for the consortium and its distinguishing name (if any)

2 **If a Consortium, the Purpose of the Consortium**

- 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.]

3 **Jurisdiction**

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

3 **Legislative and Policy requirement and Context**

- 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.

¹³ Where parties sign the agreement on different days, the date that the agreement is made will generally be the date upon which the last signatory signs the agreement.

¹⁴ For example, whether the party is an [Institute of Technology](#), a private limited company incorporated in Ireland, or a [University](#) established by charter

¹⁵ 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.

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- The Institutes of Technology Acts (1992-2006)
 - Qualifications and Quality Assurance Act 2012
 - Ireland's legal and taxation requirements¹⁶

4 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

5 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

7 Governance and Management of the Consortium

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.

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.

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.

¹⁶ 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).

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.

In a transnational arrangement, the statements required have particular logistical dimensions and should be given careful consideration.

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.

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.

8 Arrangements for the Updating, Review, Termination and/or Renewal of the Consortium Agreement/MOA

- How the consortium reviews the effectiveness of the consortium agreement, its performance and with what frequency.
- 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.
- Paragraphs that state how the consortium agreement may be updated or otherwise amended, and renewed.
- 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.
- How the consortium may be wound up or terminated, how its liabilities are to be met and its remaining assets distributed.
- 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

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- How, in the event of its closure, the consortium and partner-providers will meet their responsibilities under Part 4 of the Qualifications Act (2012).

9 Management, including Financial Management

9a Management:

- Whether the consortium is managed on a day-to-day basis by its decision-making body (paragraph 0) 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.
- 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).
- 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.
- 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.
- Where is liability to rest in the event of employment law claims?

9b Financial Management

- 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.
- Paragraphs setting out the accounting rules and conventions that are to be applied by the consortium for its accounts.
- 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.
- 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.
- How payments for services provided to the consortium and liabilities for taxation are to be made.
- How income after payment for services and liabilities is to be distributed between the provider members.
- 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

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- Attention also needs to be given to taxation matters, whether or not these are referred to in the consortium agreement.

10 Services and Service Providers

- 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.

11 Responsibilities and Liabilities

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

- 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.
- 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 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.

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 Part 4 of the Qualifications Act (2012) 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).

12 Core Responsibility of IADT

- 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.

13 The Responsibilities of Partner-Providers to one another and the Consortium

- 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.
- 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.

14 Other Responsibilities of the Consortium

- 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

15 Status of Learners Registered to Study through the Consortium

Where relevant (eg 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 Institutions](#) and [QQI 2015 Code of Practice for the provision of programmes to international students](#) into its policies and procedures and associated agreements with partners.

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.¹⁷

Learners' rights of access the facilities and buildings of the provider members including:

- Workshops
- Laboratories
- Studios
- Libraries
- Computer networks
- Virtual Learning Environment
- Sports, pastoral and health facilities
- General teaching and learning spaces

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.

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.

16 Quality Assurance and the consortium

- 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.
- Paragraphs describing the consortium's quality assurance procedures and arrangements for monitoring and periodic review of the consortium and the programme(s) it provides.
- 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.
- In the context of a transnational consortium the commitment of individual partner-provider members of the consortium, and the consortium collectively, to ensure that

¹⁷

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

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- programmes provided through the consortium are recognised as meeting (at a minimum) the National requirements of each partner-providers, including Ireland.
- 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.¹⁸
 - 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.
 - 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.
 - Detail on external examining arrangements as indicated below.

17 Participation of Partner-Providers in Quality Assurance Procedures

- 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.
- 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.
- 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.

18 External Quality Assurance Arrangements

- 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.

¹⁸ Policy for collaborative programmes, transnational programmes and joint awards, 2008, paragraphs 3.2.2-3.2.3

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- 19 Reports**
- 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.
- 20 External Examiners and Peer Reviewers and their Reports**
- 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.
 - In a transnational context, one or more paragraphs that explicitly confirm the requirement in a 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.
 - Paragraphs that state the consortium's commitment to employ expert panels of peer assessors in its validation and review procedures.
 - 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 to receive copies.
- 21 Learners' Representation in discussions about their Programme(s)**
- The consortium's arrangements for enabling learners to contribute to the management of programmes provided through the consortium.
- 22 Learner's Feedback on their Experiences**
- 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 to learners on the steps it has taken to address points arising from the analysis of their feedback.
- 22 Signature**
- Signatories to the consortium agreement, date(s) of signatures, and the date the consortium agreement comes into force.
- 23 Programme Agreement**
- 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.

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- Details of each programme provided by the consortium will have been fully developed as part of its validation.
 - 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 1:

- 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 2:

- 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

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- 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.

24 Specific Programme Management

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

25 The Learning Environment to which Students on the Programme have access and the Location(s) of particular Facilities

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

26 External Examiners

- 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.

27 Programme Handbook

- 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.

28 Programme Level Quality Assurance Procedures

- 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.
- 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.

- 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.
- Protocols for publishing quality assurance reports, validation reports and reports by external examiners to the web.
- 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.
- Responsibilities of staff on the programme team for providing information for certificates and Europass Diploma Supplements including ECTS information (and references for learners).
- How feedback is gathered from learners, analysed, and used for improvement purposes

- 29 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**
- 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 7 Guidelines for the Evaluation of a Consortium Agreement/MOA

A guideline to support panellists conducting an evaluation of a consortium agreement/MOA to support the provision of collaborative programmes and validating a collaborative 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 Programme Team and Relationship Management Team for evaluation of a Consortium Agreement/MOA:

- 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 2:
 - The draft Consortium Agreement/MOA (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)

During the IADT Collaborative Programme Validation process, the Consortium Agreement/MOA is evaluated.

Part 1

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

The panellists must satisfy themselves 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/MOA is an appropriate legal instrument which encompasses the appropriate quality assurance arrangements to underpin the provision proposed, ie there has been an appropriate assignment of responsibilities in the draft consortium agreement for the activities to be conducted in IADT's name

1.1 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 that 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

1.2 Overarching Areas for Consideration and Associated Critical Questions in evaluating the Consortium Agreement/MOA

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

1.3 General and Academic

- Have the partners the competence and capacity to fulfil the roles assigned to them in a sustainable way?
- Are the designated education and training facilities appropriate?
- In general, can the proposed consortium environment promote learning?
- Do the partners have an open intellectual community that values critical reflection and fosters personal and professional development for learners and staff?
- Are staff appropriately qualified and experienced?
- In general, does the pedagogic style incorporate good practice?
- Do the partners have peer relationships with the broader community of higher education and training?
- Do the partners demonstrate an understanding that higher education and training is a collegial, international endeavour?
- 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?
- 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

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- 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 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

1.4 Quality Assurance

Internal Focus:

- 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)**¹⁹. 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 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 that develop an organisational culture that promotes the continued enhancement of education and training?
 - Learning resources and support
 - Information systems
 - Public information
- Do the partners have a culture and practices underpinning access to, progression from and transfer within higher education and training?
- Do the partners assign credit in a transparent way?

¹⁹ [http://www.enqa.eu/files/ESG_3edition%20\(2\).pdf](http://www.enqa.eu/files/ESG_3edition%20(2).pdf)

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- Is the availability of support services for learners comparable to those available to learners in IADT?
 - Does the proposed consortium agreement embed the role and contributions of external examiners into the work of the consortium and the collaborative programme team?
 - Is there an explicit commitment to appoint external examiners who have direct experience of collaborative provision?
 - Where the provision is transnational, are there two externals examiner, one from each jurisdiction, and are the externs obliged to visit each location?

External focus:

- 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?
- Are the partners externally reviewed? What professional/accreditation relationships do the partners have?
- What consultation/liaison has been conducted with relevant national agencies?
- Does the IADT or the partner provider need national ‘permission’ to engage in the provision envisaged.
- 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?
- Will the proposed collaborative (transnational) programme be recognised in the jurisdiction in which it is proposed to offer it?
- 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

1.5 Legal Standing

- 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?
- Has the signee the authority to sign?
- 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?

1.6 Financial Standing

- Is the consortium/partner providers adequately resourced to undertake and complete the collaborative programmes proposed? Is there a clear financially costed business plan?
- Is it clear how the collaborative 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?
- Is the physical and electronic infrastructure provided on a stable basis?
- Are the financial plans based on realistic projections of student numbers and other variables?

1.7 Organisational Issues

- Is the administrative infrastructure able to provide timely decision making to learners
- Is the administrative infrastructure able to provide a regular flow of information to the relevant awarding body and other stakeholders
- 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 programme after it has commenced
- Is there evidence that initial IADT approval has been granted to develop this relationship?
- 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?

1.8 Consortium Agreement/MOA Provisions

- Does the draft legally binding Consortium Agreement/MOA have the following appropriate provisions?
 - Parties to the consortium
 - Duration, renewal and termination of the consortium agreement
 - The approved titles of the collaborative programmes offered through the consortium and the award titles to which they lead
 - Financial matters (eg sharing of costs and income; payment of taxation)
 - Legal matters (eg 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 programmes to be provided through it including arrangements for the agreement of academic regulations for the consortium and the collaborative programmes
- Intellectual property rights
- Information to be provided by the consortium and the collaborative 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

1.9 Documentation

- Have the collaborative programmes to be offered by the Consortium been identified in an appendix or a related document? (The collaborative programme(s) may be subject to a separate evaluation process for the purposes of validation.)
- Has provision been made for the appointment (by the consortium or by the awarding body/bodies or both) of external examiners for each collaborative programme offered through the transnational consortium?
- Has provision been made for the addition of collaborative programmes to this Agreement without the renegotiation of the Agreement?

Is 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 2

2.1 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 that 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, eg 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

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/MOA. Staff of the partners may be met by the panel in separate groups.²⁰

2.2 Criteria for the Evaluation

The Evaluation is conducted using the three key **Validation Criteria**²¹ supplemented with specific criteria that arise in the particular contexts.

The three key validation criteria are:

- **Standards:** The *minimum intended collaborative 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 programme and any other assumptions relating to the collaborative programme's *target learners* must be explicit
- **Learning:** The collaborative programme must enable its *target learners* to attain the *minimum intended collaborative programme learning outcomes* reliably and efficiently (in terms of learner effort)²²

Collaborative 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 programme proposed in the particular jurisdiction. 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).

2.3 Applying the Criteria as Questions during the Evaluation

- Has the applicant provider conducted adequate due diligence checks to ensure it is legally and technically possible to provide the collaborative 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.]
- Have explicit intended learning outcomes been developed and published?

To validate a collaborative 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.

Have the following been explicitly specified?

²⁰ 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.

²¹ See Paragraph 3.1, *Core Validation Policy and Criteria*, 2010

²² The concept of minimum intended collaborative programme learning outcomes and its relation to teaching, learning and assessment are explained in the [Policy for Collaborative Programmes, Transnational Programmes and Joint Awards, QQI, 2012](#)

-
- The intended learners' prerequisite learning and any other relevant assumptions about collaborative programme participants
 - The minimum intended collaborative programme learning outcomes and any other educational objectives of the collaborative programme

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

Is there evidence that the minimum intended collaborative programme learning outcomes are consistent with the applicable [awards standards](#) and the relevant [NFQ \(National Framework of Qualifications\)](#) award-type descriptor(s) (see [QQI's Assessment and Standards 2013](#)); additional requirements exist where a joint award is envisaged.

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?

Since awards standards are cumulative, can it be clearly demonstrated that the collaborative 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 programme does not provide learning opportunities? (This is especially important for *conversion collaborative programmes* at higher levels in the NFQ.) How is this being communicated where the award is being made in transnational context, ie XXXXXXXX?

Where the collaborative programme being validated is a major award,²³ 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 that 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.)

Has careful attention been paid to curriculum and collaborative programme design and content? Validation requires evidence that target learners may achieve the intended collaborative programme learning outcomes.

Are the collaborative programme's content and learning environment appropriate to the collaborative programme's intended learning outcomes? Specifically:

²³ Higher Certificate – Level 6; Bachelor – Level 7; Bachelor – Level 8; Higher Diploma – Level 8; Master – Level 9; Postgraduate Diploma – Level 9; Doctorate – Level 10.

- Are the collaborative programme’s staff (assessors, teachers, etc.) as a group must be competent to enable learners to develop (achieve) the intended collaborative programme learning outcomes and to assess learners’ achievements as required by [QQI’s Assessment and Standards 2013](#) and [IADT’s Quality Assurance procedures?](#)
- Are the staff teaching and/or managing this?
- What additional staff are being assigned to look after the XXXXXX part of this collaborative programme?
- What are their precise roles and responsibilities?
- Are the nominated persons competent to fulfil their roles?
- Are the staff members of YYYYYY who are to provide both academic and administrative support for the provision of this collaborative programme familiar with QQI Award Standards and *Assessment and Standards*?
- What training/induction has been provided for these staff members?
- What are their precise roles and responsibilities?
- Are the nominated persons competent to fulfil their roles?
- Is the collaborative programme’s learning environment (physical, social, and intellectual and recognising that the environment may be virtual) and its resources including physical resources, ie libraries, laboratories, equipment, study areas, studios, online resources; human resources, ie tutors, counsellors, advisors and peers where applicable; and Support Services consistent with the intended collaborative programme learning outcomes?
- Where the collaborative programme is being provided in more than one location, including different jurisdictions is there equivalence in the learning environments and the supports being provided.
- What resources and supports being provided to the YYYYYYYY cohort and are they consistent with the intended collaborative programme learning outcomes?
- Are the places at which, or virtual spaces within which, instruction is to be provided specified and suitable?
- What is the nature of the education/training facility for the provision of this programme in XXXXXXXX? Is it suitable?
- Has a collaborative programme team of staff been identified and a team leader been nominated? Where the collaborative 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. How is this managed? Who is the team leader, and the nominated Co-ordinators from each site of provision?
- When, where, and how are meetings held?
- How are learners represented and how is feedback obtained?
- Is the collaborative programme content including reading lists, lecture notes, and any other material used by the collaborative programme appropriate?
- In a transnational context, has there been sufficient consideration of the appropriate localisation of this material?

- Does the collaborative programme make reasonable accommodation for people with disabilities (including access) (see the various guidelines published by AHEAD www.ahead.ie and Policies, Actions and Procedures for Access, Transfer and Progression for Learners). IADT is also a member of HEAR and DARE schemes. The [HEAR](#) (Higher Education Access Route) national admissions scheme allocates reduced points places to eligible school leavers under 23 years old from socio-economically disadvantaged backgrounds. Mature and FETAC students have different admissions routes. The [DARE](#) (Disability Access Route to Education) is a national admissions scheme for school leavers with disabilities.
 - What is the policy and procedure to address this dimension in Country XXXXXXXXXXXX?
- This is a collaborative 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](#).
- How has equivalency of environment been provided for in respect of learning resources, pastoral care, etc?
- Does the collaborative programme *involve* authentic learning opportunities to enable the achievement of the intended collaborative programme learning outcomes?
- Is the collaborative programme’s strategy for enabling learners to move from the minimum access standard to the minimum intended collaborative programme learning outcome explicit, realistic and viable as provided in XXXXX?
- Is the collaborative programme provided in a way that the learners can reliably and efficiently attain its intended learning outcomes?
- Is it reasonable to expect that all learners who are judged qualified to access this particular collaborative programme should be able to graduate from it subject to their making a reasonable effort and complying with the collaborative programme’s conditions?
- Are the collaborative programme and module assessment strategies (for both formative and summative assessment) both clear and appropriate (see [Assessment and Standards 2013](#))? Do they provide for the verification of the attainment of the intended learning outcomes?
- In the case of a modular collaborative programme, the pool of modules and learning pathway constraints should be explicit and appropriate in light of the intended collaborative programme learning outcomes. Are there effective guidance services for learners on the selection of appropriate learning pathways?
- Does the collaborative programme compare well against benchmarks (where appropriate)?
 - What XXXX or other European/international benchmarks has the collaborative programme been compared with?

- Is the collaborative programme (characterised by its curriculum, assessment strategies, learning environment, prerequisite learning and minimum intended learning outcomes) comparable with other collaborative 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 programmes at higher and lower NFQ (or equivalent) levels and the proposed collaborative programme's intended learning outcomes appropriately situated relative to those of the benchmarking collaborative programmes?
 - What equivalent benchmarks are available in XXXXXX?
- Is the information about the collaborative 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 2015](#)?
 - Are the entry requirements for this collaborative programme clear and in keeping with IADT (and QQI) norms?
 - How have they been made clear for XXXX applicants? What additional information has been provided to potential applicants?
- Is there clear information about career opportunities arising from the collaborative programme? (Eg, the presentation of the collaborative programme should not lead learners to presume that successful completion of the collaborative programme will entitle them to enter a particular profession or progress to another collaborative programme unless this is actually the case. If, for example, the collaborative programme is designed to meet the educational requirements of a regulated profession or recognised professional body this should be stated explicitly.)
 - Has information of this nature been tailored for a XXXX audience?
- 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?
- Are the collaborative programme's use of [ECTS](#) (credit) and provisions for [Recognition of Prior Learning](#) consistent with [QQI's Assessment and Standards 2013](#)
- Does the collaborative programme meet genuine education and training needs?
 - Does IADT have evidence that the collaborative programme meets the target learners' education and training needs?
 - Are the collaborative programme intended programme learning outcomes adequately informed by the views of appropriate stakeholders such as learners, graduates, lecturers, employers, relevant advisory bodies, social and community representatives?
 - What research has been conducted for the provision of this collaborative programme in XXXXX?
 - Can IADT demonstrate that its collaborative programme compares favourably with other similar collaborative programmes already in place?

- When IADT is either part of the public service or its collaborative programme is publicly funded, can it demonstrate that in developing new collaborative programmes it has given due regard to relevant public policy?
- Is the collaborative programme viable?
 - Does IADT have a viable delivery/business-plan for the collaborative programme in XXXXXXXX? (*This is important for several reasons. For example, if the collaborative programme assumes a certain cohort size it may not function as planned if, either insufficient or excessive numbers are recruited*)
 - Does IADT have satisfactory contingency arrangements for adapting to changing circumstances or coping with failure of the collaborative programme (having due regard for the interests of learners)?
 - Is the collaborative programme consistent with the IADT's mission and strategy?
- Does the collaborative programme have procedures for assessment of learners that are consistent with QQI's [Assessment and Standards 2013](#) and IADT's Assessment Regulations?
 - Has a *collaborative programme assessment strategy* been provided for the collaborative programme as a whole and *module assessment strategies* for each of its constituent modules?
 - What arrangements are in place for External Examiners where the collaborative programme is being offered in more than one location, including other jurisdictions?
 - Are any special arrangements required regarding assessment where a collaborative programme is being provided in another jurisdiction? How does the prospective collaborative programme team propose to mark and assess learners' work consistently, and how do they plan to moderate their assessment practices with the involvement and assistance of the programme's external examiners?
 - How does IADT propose to work with its colleagues in YYYY, XXXXX, to ensure there is sufficient and appropriate understanding of the principles of Assessment and Standards?
- Does IADT have, where required, suitable arrangements for protection for learners in the event that it ceases to provide the collaborative programme? What learner protection arrangements are in place?
- Does IADT have appropriate quality assurance arrangements for the proposed collaborative 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.*)
- Has the collaborative programme proposal, together with the draft consortium agreement, been assessed by an internal forum and a self-assessment been produced?

-
- Are there appropriate student representation opportunities and student feedback opportunities? Where the collaborative programme is being provided in more than one location including another jurisdiction how is this managed?
 - Have the specific needs of different modes of provision and types of higher education been considered?

Appendix 8 Application for a Differential Validation of a Programme(s)

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* ‘answer’s 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 2017 [QQI Policies and Criteria for the Validation of Programmes of Education and Training](#) in a de novo validation or one arising from a programmatic review.

Application for a Differential of a Programme	
1	Name of Applicant Department
1.1	Name of Project Manager
2	Name of Programme
2.1	Award Level to which it leads
2.2	NFQ Level
2.3	ECTS
2.4	Category (chosen from below) into which it falls: (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
3	Is it proposed that the differentially validated programme will be a collaborative programme or a standard IADT programme?
3a	If it is intended to be a collaborative programme, has the standard collaborative proposal processed been pursued? And: – 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? – Has a relationship management team been established? – Is a draft consortium agreement being prepared? – Is it clear that this process will not result in a joint award? – Is there a desire to have a joint award in the future?
4	Programmes falling into categories 2.4b, 2.4c or 2.4d, 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

	<p>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:</p> <p>(a) Has the current programme owner granted permission for the validation of the programme by IADT?</p> <p>(b) Who owns the IP?</p> <p>(c) Is there any required protection of IP rights?</p> <p>(d) Is there an expectation that a mirror-image programme will remain the ‘same’ in different institutions over time?</p> <p>(e) What relationship if any is anticipated between the two programmes that may emerge?</p> <p>(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?</p>
5	What is the date of the programme’s original validation?
6	Provide the details of any relationship with other validated programmes (provide codes and validation dates)
7	<p>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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>
8	<p>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:</p> <ul style="list-style-type: none"> – 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?

	<ul style="list-style-type: none"> – Where an application is presented as a suite of programmes, all exit awards should be clearly listed.
9	<p>Other documentation to include (where necessary):</p> <ul style="list-style-type: none"> – The full programme documentation – The original validation panel report – The response of the programme promoters – The final programme detail – In respect of a programme which retains a link to another, the legal agreement framing that relationship and describing the quality assurance
10	Attach programme schedules
Note	Credit allocation should be consistent with QQI 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 9 Articulation Agreement

Articulation Agreement
Between
Dún Laoghaire Institute of Art, Design & Technology, Carriglea Park, Kill Avenue, Dun Laoghaire, Co Dublin
And
Proposed Partner

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

[INSERT 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. The progression pathways as set out in a separate Appendix will apply to students of Partner.

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 (academic) 6.0 – 6.5 with not less than 6.0 in any one component or equivalent for all Level 7 or Level 8 programmes and IELTS (academic) 7.0 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 General Data Protection Regulations 2018

-
- IADT shall 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 were appropriate
 - 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.

3 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 refer to this Agreement in any advertising or promotion if 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 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 nor 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 that 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 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:

For and on Behalf of Dún Laoghaire Institute of Art, Design & Technology	
Signed by [insert name here]	Date
For and on Behalf of Partner [insert name here]	
Signed by [insert name here]	Date

Appendix to Articulation Agreement

This Appendix relates to the Articulation Agreement for Entry with Advanced Standing Arrangements between IADT and Partner. This Appendix is valid until XXXXX. Students will be considered on a case-by-case basis/x # will be granted automatic entry to the following IADT programme(s):

Partner 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	
Contact Name	
Contact Address	
Telephone Number (direct)	
Email Address	
Partner Company [insert name]	
Contact Name	
Contact Address	
Telephone Number (direct)	
Email Address	

Appendix 10 Agent Agreement

Agent Agreement
Between
Dún Laoghaire Institute of Art, Design & Technology, Carriglea Park, Kill Avenue, Dun Laoghaire, Co Dublin
And
Name of Agent [insert name here]

- 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 [insert agent name and address], hereafter known as "**the Agent**"
- 2 The Agent has agreed to perform Agent Services for IADT as specified.
- 3 The following definitions apply:
 - **Agent Services** means the services described herein
 - **Agreement** means this document and all schedules to it
 - **Authorised Officer** means the person specified or any other person substituted by the Institute by notice to the Agent
 - **Commencement date** means the day that the legally binding agreement commences
 - **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)
 - **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
 - **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
 - **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
 - **Intellectual property rights** or IPR means all copyright, patents and all rights in relation to inventions, trademarks, logos, marks, artefacts, programmes, media and designs
 - **Key personnel** means the representatives of the Agent specified herein
 - **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
 - **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

- **The Institute** means IADT
- **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

4 **Commencement and Duration of Agreement:**

- This Agreement supersedes and replaces all previous agreements, arrangements and understanding (if any) between the parties
- This Agreement will start on the commencement date and unless earlier terminated in accordance with its terms, shall continue for a xx-month period in the first instance and for xx months blocks subsequently.
- 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.
- This Agreement, and the conditions and regulations which form part of it, is the entire Agreement between the parties. If any employees or agents of either party has agreed anything verbally at any time, this Agreement will always take priority.

5 **Termination**

- 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.
- This Agreement shall be deemed to be terminated with immediate effect upon the occurrence of any one or more of the following events:
 - 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.
 - 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 or otherwise, or the Agent takes or suffers any such action in consequence of debt.
 - 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.
 - The Agent purports to assign any or all of this agreement to a third party.

If the Agent:

- Fails to comply in a material respect with any of the terms and conditions of this Agreement

-
- Fails to comply with a direction of the Authorised Officer given in accordance with this Agreement
 - Fails to perform any related Service Level Agreement
 - 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.

6 Agreed Agent Services

- 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
- 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.
- 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.
- In the performance of these duties the Agent will:
 - Inform itself of the Institute's stated requirements in respect of the Agent Services
 - Consult regularly with the Institute throughout the performance of the Agent Services
 - Act professionally at all times and exercise skill, care and diligence in performing the Agent Services
- 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.
- 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

7 Confidentiality

- 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.

- 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.

8 Key Personnel

- The Agent Services will be performed by the key personnel identified or other suitable persons with the Institute's prior written consent
- 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
- 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

9 Commission and Payments

- 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 x% of such fee, and where the student registers in second year x% of that year's fee. In the event that the student's fee is reduced due to a fee waiver, scholarship or otherwise, the commission payable shall be calculated on the reduced amount paid by the student.
- 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.
- 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 an amount is payable, at no additional cost to the Institute.
- 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.
- 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:

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- Pay any amount owed to the Agent within x 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;
 - 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.
 - 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
 - VAT where applicable, shall be shown separately as a net extra charge
 - 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
 - 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.
 - 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.

10 Employing Issues

- 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.

11 Conflicts of Interest and Good Faith

- 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.
- 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 that 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.

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- 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.

12 Intellectual Property

- 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 trademarks 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.

13 Contract Management

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

14 Disclosure of information, Data Protection

- 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.
- The Agent should be aware of Data Protection and General Data Protection Regulation requirements.
- The Agent should be aware of Freedom of Information legislative requirements.

15 Indemnities

- 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.
- 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:
 - Any wilful or negligent act or omission of the Agent
 - Any unlawful or negligent act or omission of the visitors, invitees or licensees of the Agent
 - 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

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- The Agent will be liable for all costs arising for a student or potential student arising from the issue of false or inaccurate information.

16 Insurance

- 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.
- The Agent must effect in connection with the provision of the Agent Services for the duration of the Agreement:
 - Public liability insurance
 - Professional indemnity insurance
- 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.

17 Governing Law and Legal Compliance

- 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.
- 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.

18 Resolution of Dispute

- 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.

19 Non-Agency or Partnership Clause

- 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 damage suffered as a result of any breach of this clause whether arising directly or indirectly.

20 Subcontracting

- The Agent will not subcontract any part of the Agent Services without the Institute's prior consent in writing.
- Any consent given by the Institute for the Agent to subcontract:

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- Will not operate as an authority to transfer responsibility to the subcontractor; and
 - Will not relieve the Agent from any of its liabilities or obligations under this Agreement

For and on Behalf of Dún Laoghaire Institute of Art, Design & Technology	
Signed by [insert name here]	Date
For and on the Agent [insert name here]	
Signed by [insert name here]	Date