

**Chapter 14**  
**Quality Assurance Manual of IT Sligo**

**Policy and Procedures for Collaborative and Trans-National Provision**

**and for**

**Programmes leading to Joint Higher Education Awards**

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## Introduction

- 1 The current expectation for a provider of higher education is that learning is delivered in a way that meets the learning needs and requirements of the learner and of employers. There are many models of how a programme of learning may be provided, the variables include: (i) *where I want to get my learning* (location of delivery), e.g. on-campus, at home, by online distance learning, in company, at multiple sites, (ii) *when I want to get my learning* (learning mode), e.g. full time, part time, Accumulation of Certified Credits System (ACCS), flexible, and (iii) *how I want to get my learning* (delivery mode), e.g. in-class, on-line, blended. It is becoming increasingly challenging for a higher education institution to meet these requirements from within its own resources and facilities. Nowadays it is more a question of, who to partner with in order to deliver the programme that learners want, how, when and where they want it.
- 2 The Institute defines collaborative provision as *any programme directly leading to a HE award (QQI or professional body) which is delivered in part or in whole through an arrangement with a partner organisation*. A partner organisation may be another education provider, professional body, business or community organisation.
- 3 There is a range of different forms of collaborative provision. There may be collaboration in the development and validation of the programme, in the academic monitoring of the programme, in the teaching, in the assessment, and in the awarding etc, or a combination of any of these. Anyone one of the partners may or may not be a lead partner.
- 4 In order to ensure the academic quality of these emerging multiple-provider, customer-led, programmes it is essential that providers of higher education have robust procedures in place to adequately protect the learner and to ensure that each programme as delivered is of a recognised national and international standard. Where two or more providers are collaborating in the development, validation and delivery of a programme, and maybe in joint awarding, then procedures must be in place to not only protect the learner but also the providers.
- 5 The Qualifications and Quality Assurance (Education and Training) Act 2012<sup>1</sup>, states that Institutes of Technology in Ireland may enter into arrangements with Quality and Qualifications Ireland (QQI), or with any other authority approved by QQI<sup>2</sup>, from time to time, for the purpose of having collaborative provision and of having higher education and training awards made. .
- 6 Within the EU, there is a growing body of knowledge about collaborative provision and joint awards. The EU-funded Joiman project ([www.joiman.eu](http://www.joiman.eu)) is a useful resource for the development of QA procedures related to collaborative provision and joint awards.

## Scope

- 7 The purpose of these policies and procedures is to protect the student, quality and standards, the reputation and standing and the physical and financial assets of IT Sligo.
  - 8 IT Sligo has the authority delegated to it by QQI (under the Qualifications and Quality Assurance (Education and Training) Act 2012) to make awards for all taught programmes up to Level 9, and for Level 9 and 10 research programmes in the areas of environment and mechanical and manufacturing engineering. Under extended delegated authority from

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<sup>1</sup> <http://www.oireachtas.ie/viewdoc.asGp?DocID=21699&CatID=87>

<sup>2</sup> At the time of completion of this document HETAC and NQAI have been subsumed into the newly established Quality and Qualifications Ireland (QQI) – see Qualifications and Quality Assurance (Education and Training) Act 2012

QQI IT Sligo is entitled to make joint awards and to award Research Master's Degrees at NFQ Level 9. This authority extends to awards made by IT Sligo, where IT Sligo has full responsibility and control for all aspects of the provision of a programme up to and including making the award.

- 9 This document is a supplement to the Quality Assurance Manual of IT Sligo<sup>3</sup>. This policy and the procedures sets out a regulatory framework to support and guide the development of arrangements by which IT Sligo will ensure that any proposed collaboration will meet the requirements of QQI. It should be read in conjunction with QQI's Policy for collaborative programmes<sup>4</sup>, transnational programmes and joint awards (Revised, January 2012), that establishes, in broad terms, supplementary policy and criteria for the making of joint awards and the validation of jointly provided programmes. It should also be read in conjunction with QQI policy (QP.04) entitled *Policy and Criteria for the Delegation of Authority to the Institutes of Technology to make Higher Education and Training Awards (including Joint Awards)* and the Institutes of Technology Ireland (IOTI) Sectoral Protocol for the Delegation of Authority (DA) by Quality and Qualifications Ireland (QQI) to the Institutes of Technology (IoTs) to make Joint Awards. The relevant parts of the OECD guidelines<sup>5</sup>, which are adopted by QQI as its Guidelines, are also relevant to this document as are the codes of practice of UNESCO/Council of Europe. The structure and content of this document draws on existing approved procedures of other institutions<sup>6</sup>.
- 10 This document covers the procedures related to collaborative **national and transnational** provision, including the operation and management of programmes under Delegated Authority. In particular, it details the policy and procedures which should be followed for the design, approval and on-going quality management of taught or research programmes operated in collaboration with other organisations in Ireland or internationally. The document provides the link to other institutional policies and procedures. A glossary of relevant terms is provided in Appendix 1.
- 11 **Transnational** education for the purpose of this document is the provision or partial provision of a programme of education in one country by a provider which is based in another country. The term 'transnational' may be construed as cross-border or cross-jurisdictional. A provider country is the country in which a provider is based. A receiver country is a country in which learners are based. There may be multiple receiver countries and for collaborative programmes there may be multiple provider countries.
- 12 There are many different types of partnerships in which the institute might engage, and not all will be situations where IT Sligo is the lead partner.
- 13 The normal agreement will typically relate to a situation where the final award is made by one of the partners– i.e. a **Single Award**. However, it is envisaged that, in certain circumstances, the consortium will want to make a **Joint Award** and provision for this is included in the policy

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<sup>3</sup> IT Sligo Quality Assurance Procedures, 2013 – see <http://registrar.ITSligo.ie/files/2010/11/Quality-Assurance-Manual1.pdf>

<sup>4</sup> Policy for Collaborative Programmes, Transnational Programmes and Joint Awards, HETAC, Dec. 2008, Ver 1.1., revised 2012.

<sup>5</sup> Guidelines for Quality Provision in Cross-border Higher Education, OECD/UNESCO, 2005: [http://www.unesco.org/education/guidelines\\_E.indd.pdf](http://www.unesco.org/education/guidelines_E.indd.pdf)

<sup>6</sup> e.g. WIT: Quality Assurance of Collaborative Programmes, including Transnational Programmes and Joint Awards, V7 Approved November 2011; CIT: Collaborative Provision and Joint Awards, V2.1, Approved September 2011; NCI: Policy on Collaborative & Transnational Provision, June 2011; UU: Partnership Handbook, July 2009

- 14 These quality assurance procedures apply equally to learning opportunities offered through a variety of modes of delivery including traditional class room and flexible, blended delivery arrangements at IT Sligo and at locations external to the Institute.
- 15 In preparing this procedure, the Academic Council is aware that other policies and procedures of the Institute should be read in conjunction with this document when relevant. In the context of delegated authority, the Academic Council of IT Sligo will ensure that there are sound quality assurance procedures covering the development, and delivery of all programmes provided collaboratively. The Academic Council understands that it is not a validating authority and may not validate programmes that are not provided solely by IT Sligo.
- 16 The Institute has been providing programmes or education and research in collaboration with other Higher and Further Education providers, and with industrial partners for many years. A sample list of existing IT Sligo collaborations, by way of illustration, is provided in Appendix 2.

### **Collaborative Provision and Joint Awards**

- 17 Activities which fall within the definition of collaboration (see Section 2 above and the glossary, Appendix 1) include:
- a. Articulation/Progression: Articulation is in a spectrum ranging from entry through to collaboration. This type of arrangement does not result in a collaborative *programme* because there is not mutual dependence between the parts—a change in one does not require a change in the other. However, IT Sligo has a responsibility to assure itself that the certified study is robust in terms of quality and standards, so as to be assured that students who progress are likely to succeed and that IT Sligo's reputation will not suffer by association. Equally, partner institutions may accept IT Sligo students into the later years of one of their programmes, following a process similar to that outlined above. . Typically, a partner profile and the level of oversight and appropriate agreements will vary in scale, depending on the extent of the articulation.
  - b. Validation Collaboration: For the purposes of delivery, this requires collaborative and programme agreement.
  - c. Joint Award: This requires a collaborative and programme agreement and a joint awarding agreement.
  - d. Off-site Provision: Where this is an IT Sligo programme, partner approval in the delivery and/or student support will require collaborative and programme agreement.
  - e. Collaboration on research projects: Where IT Sligo provides a research award with at least one partner organisation (e.g. a Level 9 or 10 award<sup>7</sup> that typically arising when funding is awarded for a collaborative research project) the collaborative relationship needs to be clarified through a collaborative agreement.

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<sup>7</sup> The learning outcomes and award standards for collaborative research programmes will require QQI approval in areas where IT Sligo does not hold delegated authority, see Core Validation Policy and Criteria (HETAC) October 2010

- 19 Other types of arrangements with partner institutions which are not considered (to a greater or lesser extent) to be of true collaborative provision, and do not therefore require the full implementation of the procedures of this chapter, include:
- a. Off campus/in company delivery, where the entire delivery is managed and provided by IT Sligo
  - b. Recruitment arrangements (i.e. entry to the start of a programme)
  - c. Student exchange and study abroad arrangements (e.g. Erasmus programmes)
  - d. Placement/Service learning

These arrangements are nevertheless subject to appropriate approval processes.

### **Strategy for Collaborative Provision**

- 20 In accordance with its strategic objectives, the Academic Council of IT Sligo will actively seek opportunities to enter into national and transnational collaborative agreements with other providers for the purposes of enhancing the undergraduate and postgraduate educational offerings of the Institute.
- 21 Preferred partnerships for the purposes of collaborative provision are those that align with, and contribute to the achievement of the Institute's strategic priorities and related KPIs. Of particular interest to IT Sligo is collaborative provision with national and transnational partners that can participate in, and enhance the delivery of programmes through online and distance modes of learning<sup>8</sup>.
- 22 While the majority of collaborations will be within the Irish State, it is envisaged that, from time to time, that this will include partners from outside the jurisdiction.
- 23 While one of the partners may be the lead, in terms of developing and validating programmes, it is recognised that each partner has a specific role and is an integral part of the provision of the programme to national standards. In establishing a collaboration the Institute and its partners will establish joint policies, procedures and criteria (in accordance with national legislation and with the formally stated policies and procedures of the partner organisations) for all involved matters. Notwithstanding this, IT Sligo will reserve the right to make decisions in all aspect of programme development, approval and delivery in the context of protecting its own rights and those of its students.
- 24 The Institute fully embraces its responsibility for the quality as well as the social, cultural and linguistic relevance of education and the standards of qualifications provided in its name, no matter where or how it is delivered.
- 25 The Academic Council will only approve a consortium agreement where it is evident that the programme:
- a. provides an identified benefit to the learner<sup>9</sup>
  - b. provides an identified benefit to the institution

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<sup>8</sup> See: A Strategy for Change: Building for the Future, 2009-2012

<sup>9</sup> There may be perceived added value of an award (to the learner and to potential employers) where the programme is delivered jointly with another provider or providers. There is are also potential benefits to the State in providing programmes more cost effectively through collaboration.

- c. is consistent with the Institute's strategic plans
- d. is in collaboration with other organisations, which have
  - the academic OR professional standing to successfully deliver programmes of study to appropriate academic standards,
  - the financial standing for the duration of the agreement,
  - adequate infrastructure facilities and resources (including appropriate staffing) to support them and
  - the legal standing to contract to their delivery;
- e. is equivalent in quality and standards to comparable programmes delivered solely by the Institute;
- f. is comparable in student learning, support and experiences to those programmes based at the Institute;
- g. gives adequate opportunity for student representation and feedback into the provision of the programme;
- h. is financially viable and feasible, and be fully costed and priced accordingly;
- i. is not over-reliant on an individual member of staff, either within the Institute or the other organisation/s;
- j. is compliant with internal and national (Irish or EU) legislative requirements and adheres to the principles of the Charter on inclusive teaching (AHEAD 2010) and guidelines for the teaching of international students (IHEQN, 2009).

- 26 **Transnational collaboration** is considered where it will enhance IT Sligo's international reputation, provide opportunities for research links, internationalise the curriculum or generate resources for IT Sligo.
- 27 The making of a **Joint Award** is considered in the context where it is clearly of benefit to the student, and where it will enhance IT Sligo's reputation, provide opportunities for research links, internationalise the curriculum or generate resources for IT Sligo.
- 28 Except where the subject matter of the programme is a language, **English** will be the major element of the language of instruction and assessment.
- 29 The due diligence activities of the process will test each of the above principles.

### Quality Authority

- 30 In any collaborative provision it is essential that IT Sligo both protect its academic standing and continues to fulfil its statutory obligations, including those arising from the Qualifications and Quality Assurance (Education and Training) Act 2012 and the Institutes of Technology Act 2006. In this context, IT Sligo fully acknowledges it's obligation to make application to QQI for approval for any collaborative provision.
- 31 In transnational validation the Institute will specify: the nature of the discipline area; the framework levels of the awards and the specific award-types for which authority is delegated; the receiver countries; the partner providers if there are any; and any physical locations at which the programmes will be provided. The Institute's transnational programmes will follow the relevant parts of the



Guidelines for Quality Provision in Cross-border Higher Education (OECD/UNESCO 2005) which are adopted by QQI as its Guidelines and use the codes of practice referenced therein particularly the UNESCO/Council of Europe Revised Code of Good Practice in the Provision of Transnational Education (2007)<sup>10</sup>.

- 32 Where an IT Sligo validated programme is approved or recognised by regulatory, statutory or professional body, and is to be delivered in collaboration with other partners, the impact of the collaboration on the recognition will be discussed with the appropriate body..

### Alignment with IT Sligo Regulations, Systems and Practices

- 33 The provisions governing the collaborative programme or joint awarding arrangement as set out in the Consortium Agreement and/or Joint Awarding Agreement shall align themselves as far as possible with the current regulations, systems and processes operating in IT Sligo, including in particular the Quality Assurance Manual of IT Sligo and the IT Sligo Marks and Standards.
- 34 It is however recognised that collaborative programmes and joint awarding arrangements (particularly in the context of transnational collaborations) entail a high level of inter-institutional cooperation and are likely to require harmonisation and reconciliation of the regulations and systems of each collaborating provider. Accordingly, a **Consortium Agreement** with another provider may contain provisions which differ from IT Sligo standard practices, regulations and quality systems. This is permissible if:
- a. the provisions of the Consortium Agreement do not contravene the statutory obligations of IT Sligo including those arising from the Qualifications and Quality Assurance (Education and Training) Act 2012 and the Institutes of Technology Act 2006; AND
  - b. the provisions of the Consortium Agreement do not contravene the conditions attached to the continued delegation of authority to IT Sligo to make awards; AND
  - c. the provisions of the Consortium Agreement are adequately aligned with the National Framework of Qualifications and relevant related QQI policies and standards, including the QQI policy on access, transfer and progression and the QQI award standards; AND
  - d. the provisions of the Consortium Agreement overall are balanced in such a way as to ensure the fair and equitable treatment of learners on the collaborative programme(s) as against other learners on comparable single-provider programmes offered by either IT Sligo or by the other provider(s), where applicable; AND
  - e. any significant divergences from IT Sligo standard practices, systems or processes have been specifically notified to and recommended by the Academic Council and approved by the Governing Body of IT Sligo.
- 35 IT Sligo shall notify its partner providers in a collaborative or joint awarding arrangement of any material changes to its standard practices, regulations or quality systems as soon as is practicable. Equally, it shall be requisite on the other consortium provider(s) to notify IT Sligo of any material changes to their standard practices, regulations or quality systems as soon as is practicable.

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<sup>10</sup> [http://www.ond.vlaanderen.be/hogeronderwijs/bologna/documents/lrc/code\\_tne\\_rev2007.pdf](http://www.ond.vlaanderen.be/hogeronderwijs/bologna/documents/lrc/code_tne_rev2007.pdf)

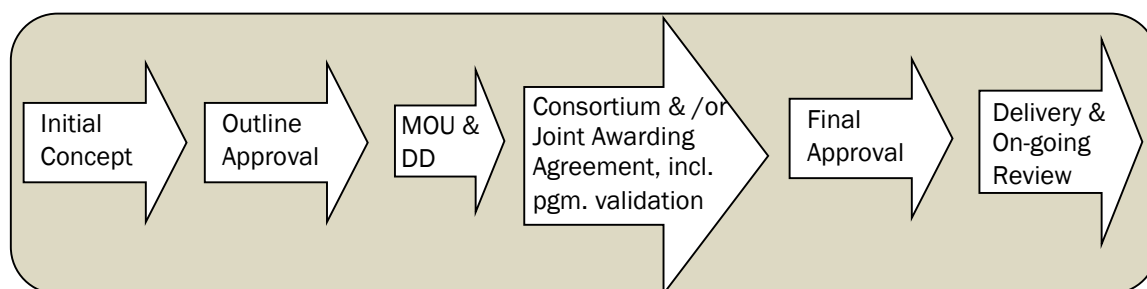


- 36 Any revisions to a Consortium Agreement and/or Joint Awarding Agreement between IT Sligo and other providers necessitated by such changes shall be made in accordance with the provisions of this policy supplement. Any such revisions require the approval of the IT Sligo Governing Body, and may also need the approval of other awarding or quality assurance bodies where these are a required party to the collaborative agreement.
- 37 The degree to which the regulations and systems of collaborating providers require harmonisation depends on a large number of variables, including the precise nature of the envisaged collaboration and the extent of the systematic divergences. Greater divergence entails greater risk, both for the successful establishment and operation of a collaborative venture and the good standing of the partner institutions.
- 38 Appropriate risk identification through a conscientiously conducted due diligence search is an essential prerequisite for any attempt at harmonisation. The following principles and practices shall guide the harmonisation of regulations and systems:
- 39 **Agreed Definitions of Core Terms** : To avoid misinterpretation of central concepts and principles, the precise scope and meaning of all core terms in the usage of each partner institution will be reviewed and established before the exact detail of the collaborative arrangement is worked out. This is particularly important for widely used terms, where differences in the exact usage between institutions may more easily go unnoticed. Following this review, shared definitions of all core terms used in the context of the collaborative arrangement will be agreed. These definitions will be set out explicitly and clearly in a terminological glossary included with the Consortium Agreement and/or Joint Awarding Agreement. The shared definitions will take account of any standardised definitions in relevant external statutes or policy documents. See Appendix 1 for a glossary of terms used in this document.
- 40 **Collegiality and Partnership**: Notwithstanding the fact that one of the partner institutions may take the lead in some aspects of the collaboration, such as delivery or quality assurance, the reconciliation of divergent regulations and systems will be conducted in a spirit of collegiality, partnership and mutual respect.
- 41 **Greatest Learner Benefit**: Where divergent practices need to be reconciled, the final decision on any and all provisions of the collaborative agreement will be informed by the principle of greatest benefit to the learner as determined by reference to the shared educational principles of the partner institutions (see Para. 40 above). This determination will give due regard to the overarching need to protect the academic standard and quality of the collaborative programme and associated award and the need to safeguard equity of treatment for learners across all programmes provided or awarded by IT Sligo or by a provider consortium of which IT Sligo is a part (see Para. 34d above).

#### **Processes and Responsibilities for the Evaluation and Approval of Collaborative Provision**

- 42 The Academic Council and Executive Committee are responsible for evaluating and approval of a proposed collaborative provision, as part of the proper management of Institute affairs. An outline proposal is made by the School to the Academic Council and to the Executive Committee.
- 43 The Academic Council is responsible for making decisions in respect of the Academic integrity and viability of the proposed collaboration.

- 44 The Executive Committee is responsible for making decisions in respect of the business and operational viability of the proposed collaboration.
- 45 If this is approved, a Memorandum of Understanding is prepared with the partner and a due diligence evaluation of the partner/s organisation/s is commenced. The MoU will state the purpose and intention of the collaboration and outline the process to be followed towards the development of the full Consortium Agreement and/or Joint Awarding Agreement. The MoU, due diligence report and draft Agreements, are presented at the same time to the Academic Council and the Executive Committee for approval. The decision of the Executive Committee and Academic Council will then go to the Governing Body for final approval. The process is described in Figures 1 and 2. Where appropriate, discussions are held with QQI at various stages throughout the process.
- 46 The following are the stages involved in the approval process:
- Outline proposal for a collaboration (generated by Head of Function)
  - Submission of draft Memorandum of Understanding for approval by Academic Council and Executive Committee (as prepared by HoF in consultation with Registrar and partners);
  - Due Diligence investigation and risk assessment evaluation;
  - Preparation of a draft Consortium Agreement and/or Joint Awarding Agreement, including the validation/differential validation of the programme/s at the same time as (c);
  - Formal approval of the Agreements.



**Figure 1: Overview of the Evaluation and Approval Process for Collaborative Provision. Note this is not necessarily an assumed approval process and the Institute may decide to exit from the process up to the final approval should there not be assurance that the collaboration is viable.**

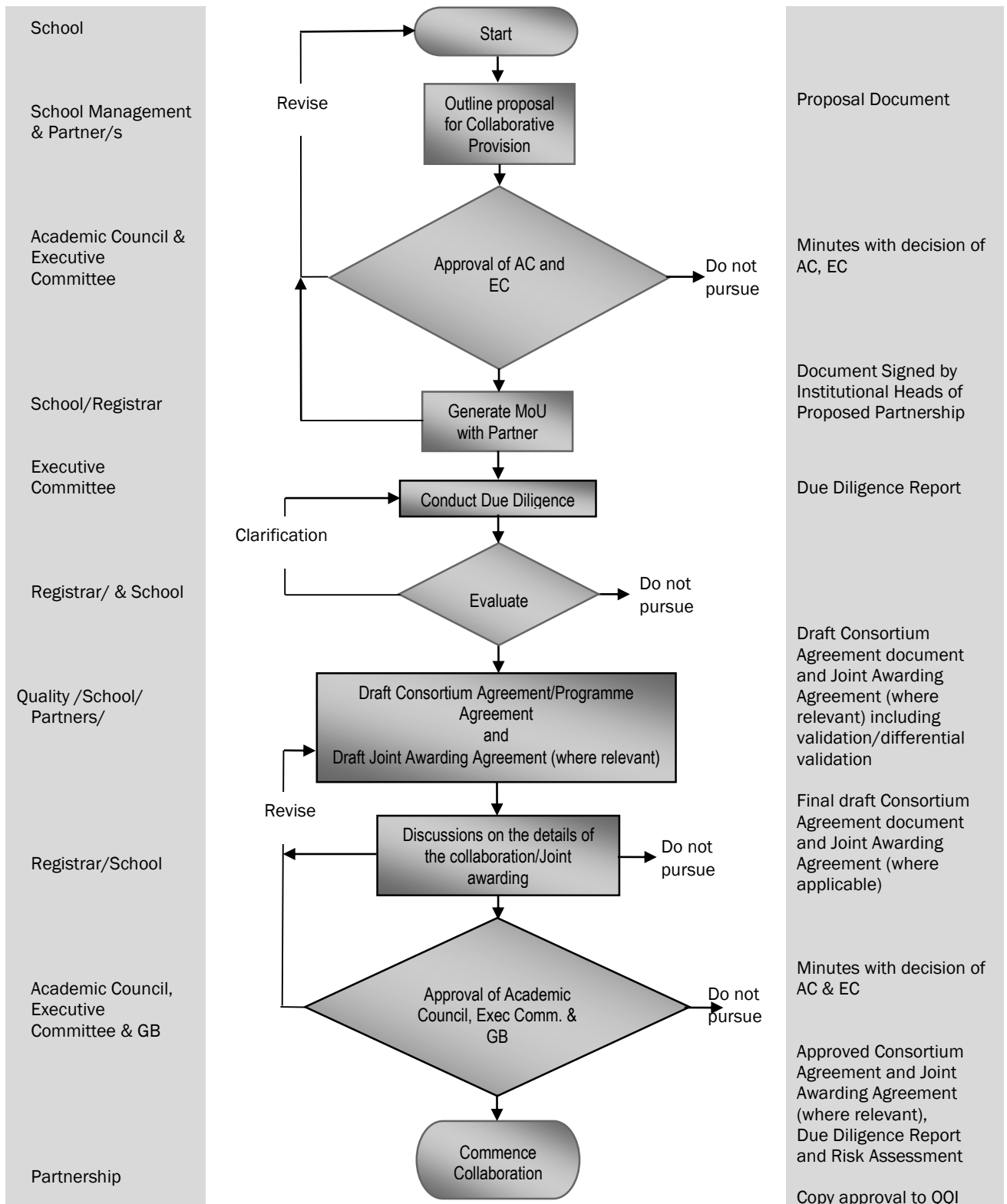
- 47 The arrangements for assuring the quality and standards of programmes delivered in collaboration with other institutions must be as rigorous, secure and open to scrutiny as those for programmes provided wholly within the responsibility of IT Sligo. The Institute recognises its responsibility for ensuring that the standard of the award as defined by the awarding body and the quality of the programme are maintained, in the context of, for most partner arrangements, the necessity for it to delegate certain quality management functions to its partner(s).
- 48 Where areas of quality management are delegated to the partner organisation, these arrangements will form part of the agreement reached between IT Sligo, the partner organisation and the awarding body as appropriate. Where the partner institution is not an academic institution, IT Sligo will always retain responsibility for ensuring the quality and standards of summative assessment, appointment of external examiners and learner feedback. Notwithstanding this, it is expected that all partners involved in teaching will be also be involved in the setting of assessment.



**Responsible Function**

**Process**

**Documents**



**Figure 2: Collaborative Provision Flow Chart. The Joint Awarding Agreement is required only when a Joint Award is being sought**

## Timing

- 49 Developing a collaborative programme will necessarily require involved, and often complex and lengthy, discussions with staff at both partner institutions and within the Institute. Such discussions will take place prior to the programme being submitted for approval through the normal new programme evaluation process operated by IT Sligo.

Whilst there is potential for the due diligence process to take some time, the Institute will seek to ensure that this does not stop innovation and proposals for partnership coming forward and being dealt with in a timely manner. Hence, the due diligence process will run in parallel with the development of a Consortium Agreement and/or Joint Awarding Agreement, and the programme approval process for a partnership, where appropriate, may begin as soon as approval has been granted.

## Outline Proposal for Collaborative Provision

- 50 The Head of School is responsible for making the initial proposal for a new collaborative agreement in their discipline area. This includes making the initial business case and academic case for the proposed collaboration. This initial business case for the collaboration should be sufficiently detailed and robust to ensure further investigation and development is warranted. The business case sets out the proposed collaboration in terms of:
- a. strategic justification including the fit of the proposed partner/s to the profile of preferred partners (as outlined in Section 22 above);
  - b. identification of the market demand for the programme;
  - c. consideration of the competition
  - d. management and/or oversight;
  - e. quality assurance including the need for programme validation/differential validation;
  - f. nature and ownership of programmes and awards;
  - g. delivery and assessment mechanisms;
  - h. professional / regulatory body recognition and validation;
  - i. learner entitlements; and
  - j. business case.

While the individual points do not require elaboration in detail, the outline business case (of the order of 5 pages) will provide a sufficient amount of information on each point to allow for an informed evaluation. Appendix 3 provides a template for the proposal together with guidelines for its completion.

## Memorandum of Understanding (MoU)

- 51 The MoU is prepared by the Head of School in consultation with the Registrar. The purpose of the MOU is to act as an enabling document that clarifies the scope of the intended collaboration to ensure that the partners understand the relationship that they are embarking upon. The MoU will:
- a. Identify the programme/s on which the partners will collaborate;
  - b. Clarify the awarding body;

- c. Indicate the QA procedures under which the programme/s will operate;
- d. State the intention of both parties to collaborate, including on staff development and at programme delivery level;
- e. Identify the significant authoritative persons and functions in IT Sligo and the partner organisations;
- f. Outline the approval process for the collaborative provision and the expected contributions of the partners to achieving approval of the collaboration;
- g. Indicate the intended scope of the partnership, including who will develop, deliver and assess the programme/s;
- h. Indicate the intended registration status of the students on the collaborative programme and the intended regulations that they will be subject to;
- i. Commit in principle to ensure that students have access to the resources and supports required to undertake the programme at the location of delivery, including the completion of the assessment requirements;
- j. Commit to adhering to the relevant quality assurance procedures of relevant QA bodies;
- k. State, where appropriate, the intentions in respect of student fees and financial arrangements;
- l. State the intentions in respect of the separate and mutual liabilities and indemnities;
- m. State the intentions in respect of intellectual property rights;
- n. Other matters where appropriate, including, data protection, confidentiality, the duration of the understanding, making amendments, termination, dispute resolution, jurisdiction of understanding, use of each other's branded materials.

52 Appendix 4 provides a template for the MoU.

53 When this MoU is signed by the chief operating officers of the partner organisations, the Due Diligence process is commenced.

### **Due Diligence**

54 This section sets out the processes used to identify and assess the risks associated with the proposed collaboration. IT Sligo's Risk Management Policy provides a framework for risk identification and assessment as well as for the development of strategies to minimise the risks associated with achieving the Institute's strategic objectives. This policy recognises that risks are unavoidable when providing leading edge higher education and that the objective is not as much to avoid these risks but to ensure that these are properly managed. Collaborative provision and joint awarding arrangements open up exciting opportunities for growth and development, but also carry risks for the financial, legal and academic integrity and good standing of the institute and the well-being of its learners and staff. The challenge may extend to, for example, joining two awards at different levels in different jurisdictions. Before entering into any collaborative venture the Institute will implement strategies designed to provide reasonable assurance that the associated risks can be obviated or minimised.

55 The purpose of the due diligence process is to provide information to the Academic Council, Executive Committee and Governing Body that will:

- a. identify and objectively assess the risks arising from the proposed collaboration;
  - b. ensure the collaboration does not expose IT Sligo and its learners to unacceptable risk;
  - c. clearly define the nature, magnitude and likely persistence of, and most suitable management strategy for, any acceptable risks;
  - d. establish that the proposed partner/s are of good standing and are in a position to enter into the consortium agreement and to fulfil the conditions therein;, and
  - e. assist in making the decision to enter into a consortium agreement or to walk away from such a route should the risks be considered to be too great.
- 57 The risks incurred will depend on the exact nature of each collaborative venture. Risks may vary even in cases where most of the variables remain the same, e.g. where a known partner provider wishes to enter into a new type of collaboration. The identification of certain risks may result in the Institute deciding not to enter into a proposed agreement.
- 58 Once the parameters of the proposed collaboration have been sufficiently well determined in the MoU, the necessary scope and level of detail of a due diligence search in six risk areas can be determined. The risk areas to be assessed are:
- a. financial risks;
  - b. legal risks
  - c. political risk;
  - d. operational risks;
  - e. academic risks; and
  - f. reputational risks.
- 59 Significant recurrent aspects which may need to be included in a consideration of each area are listed in Appendix 5.

### **Conduct and Oversight of the Due Diligence Process**

- 60 The team responsible for preparing the due diligence report comprises the Head of School most closely associated with the proposed collaboration, the Registrar and the Secretary/Financial Controller, or their nominees, and a member of the Academic Council. As required, this team may co- op additional internal or external support to conduct the due diligence. The cost of the due diligence will be borne by IT Sligo.
- 61 Executive responsibility for the conduct of due diligence enquiries into Financial and Legal Risks will normally lie with the Office of the Secretary/Financial Controller.
- 62 Executive responsibility for due diligence enquiries into Academic Risks will normally lie with the Office of the Registrar.
- 63 Responsibility for due diligence enquiries into Operational and Reputational Risks will be determined by the Institute Executive on a case-by-case basis, depending on the nature of the potential risk. The process will ensure that the proposal champion is not overly involved in the due diligence or decision-making process in regard to the proposal



- 64 Due diligence enquiries will be carried out in a manner appropriately respectful of the proposed partner and in a manner that permits the secure exchange of confidential information.
- 65 Where the proposal for a collaborative arrangement arises from within an Institute function which normally carries executive responsibility for due diligence, the allocation of particular due diligence enquiries will be informed by the need to safeguard the independence of the due diligence process.
- 66 In conducting its due diligence process, the Institute will refer to the guidelines established by QQI for the approval of an institute as a recognised provider<sup>11</sup>.
- 67 Typically, the due diligence process will require a visit to the proposed partner's facilities.
- 68 IT Sligo takes responsibility for any expenses incurred in the course of preparing its due diligence report. However, in the case of transnational collaborations, any overseas proposed partners are responsible for the provision of translations of documents into English and the cost of the verification of the accuracy of such translation by IT Sligo.

### **Outcome of the Due Diligence Process**

- 69 The findings of the due diligence process will inform the preparation of the draft Consortium Agreement, which will be developed over the same time period. A Due Diligence Report will be submitted to the Institute Executive Committee in the first instance and then to the Academic Council. This will include an assessment of the risk using the Risk Assessment Tool as provided at the end of Appendix 4. If both the Executive Committee and Academic Council decide to proceed, the draft Consortium Agreement is completed and submitted to both of these bodies. This will include details of the programme (and its validation, where necessary). If there is not agreement between these two bodies, the summarise the positions, to be presented to the Governing Body. The Governing Body will be notified of approval/non-approval and related plans for the further development of the proposed collaborative arrangement. The Executive Committee may decide that development of the arrangement should be progressed or terminated or that the parameters of the arrangement should be modified. The Executive Committee will notify the IT Sligo proposers of the reasons for its decision through the School office.
- 70 Where the Institute Executive Committee and Academic Council do not approve a proposed collaboration, it will normally fall to the proposers to transmit this decision to the proposed partner.

### **Reciprocal Due Diligence**

- 71 The Institute is aware that the due diligence process is sensitive, both politically and culturally. The investigation will therefore be conducted with appropriate tact and diplomacy, particularly as it is the expectation that any future partner is likely to be a well-established institution with an excellent reputation. Nevertheless, a due diligence process is something which the Institute is obliged to carry out and this should be made clear to prospective partner institutions at the outset. To ensure transparency and to encourage the development of a partnership, the Institute will submit itself to the same process of due diligence at the request of the partner organisation. The Table as presented in Appendix 5, Annex 1 will be completed on behalf of the Institute for this purpose.

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<sup>11</sup> HETAC Policy on Registration of Providers, December 2008

## Consortium Agreement

### Single Awards

- 72 The Consortium Agreement shall identify the functions in each of the partner organisations responsible for the management of the on-going collaborative provision. This will include an alignment of post-holders between the Institute and the partner organisation, any requirement for training of staff, on academic matters and quality assurance processes, as required.
- 73 As shown in Figure 2 above, the appropriate Institute functions will engage with the proposed partners and any relevant external awarding or quality assurance agencies on the establishment of an institutional framework for the proposed collaboration, in line with QQI policy and the provisions of this Institute policy. This framework is known as the 'Consortium Agreement'.
- 74 In any agreement it is understood that the Institute may not delegate the authority that is delegated to it by QQI nor franchise, sell or transfer rights to its recognised status or validation or delegated authority.
- 75 Consortium Agreements for collaborative programmes leading to single-provider awards shall be drawn up in line with the guidelines on drafting Consortium Agreements in the Appendix of QQI's Policy for Collaborative Programmes, Transnational Programmes and Joint Awards (revised, January 2012). The principles and arrangements for the academic quality assurance of collaborative programmes or joint awards involving IT Sligo shall be specified in the Joint Awarding Agreement and/or Consortium Agreement and shall encompass provisions for programme validation as well as for the on-going monitoring and periodic review of the collaborative programme or programme leading to the joint award. The agreement will set out the provisions governing the establishment (including validation or differential validation), management, operation, quality assurance and termination of a collaborative programme arrangement between IT Sligo and its partner provider(s). The agreement shall identify the functions responsible within IT Sligo and the partner/s for the provision of the tasks required to deliver the collaborative programme/s, including a tabulated alignment of relevant post-holders between the Institute and the partner organisation. A template for the Consortium Agreement is provided in Appendix 6.
- 76 Each programme of study leading to an Award and/or credit of IT Sligo will be the subject of a separate Programme Agreement which will be appended to the Consortium Agreement (see Appendix 6). This will set out the detailed arrangements for the validation and ongoing quality management of the collaborative programme, including any specific arrangements agreed at programme approval, and the financial arrangements.
- 77 A Programme Agreement shall have specific conditions regarding the termination of a programme or collaborative provision. Agreements will outline circumstances in which a programme may not run e.g. insufficient numbers, availability of resources. As a guide, typically undergraduate programmes require 20 students per year and post graduate taught programmes require 15 students. Actual numbers depend on the type of programme, the nature of the delivery (e.g. where team work is a requirement) and on programme costings. IT Sligo's policy on the cessation of programmes is that, once a programme has commenced IT Sligo will not terminate the programme until all learners currently enrolled have completed the programme. In order to assure the protection of learners, the consortium

agreement shall outline how learners will be accommodated by IT Sligo should the agreement be terminated. Agreements will also contain a provision for '*Force Majeure*'.

- 78 The Programme Agreement will include arrangements in respect of each of the programmes covered by the agreement, including the programme's essential parameters such as prior learning and other admission requirements, programme assessment strategy and intended learning outcomes. Appendix 6 provides further details of specific programme delivery requirements including areas requiring particular attention in the context of programmes delivered through distance and e-learning modes.
- 79 In preparing agreements IT Sligo takes its responsibility seriously in regard to the fair and consistent assessment of students, and for ensuring that students receive the appropriate services and supports for their learning. The rights and entitlements of students will be stated in the Consortium Agreement, bearing in mind the following points:
- a. Registered students of IT Sligo, who have paid the appropriate student contribution and tuition fees, are entitled to the full range of academic and student support services. Currently, registered students who are taking courses online do not pay a student contribution and are entitled to all of the academic, examination and administrative supports, but do not typically avail of on-campus services such as medical and sports facilities.
  - b. Students whose first language is not English and are taking the programme through English are required to meet a recognised standard of the English<sup>12</sup>.
  - c. It will be understood by the partners that students or their sponsoring body are responsible to the Institute for the payment of fees. Students whose fee payment is outstanding will have the registration status of Temporary Registered (TR). Student whose fee payment is fully paid up will have the registration status of Registered (RG). Students will be afforded a reasonable time in which to pay their fees, but in any case, will not receive official examination results (i.e. a letter stating the results or a transcript of results) or be allowed to graduate until the fees are fully paid.
- 80 A Consortium Agreement shall specify the financial terms and conditions associated with the collaboration. This includes the determination of the cost of delivery, the learner fee structures for the programme, arrangements for payment and disbursement of fees, the transfer of funds for services provided by partners to other partners of the consortium, and the financial administrative arrangements. The agreement will also state financial arrangements that:
- a. address the distribution of any income arising from services provided by each of the partner providers;
  - b. assure each partner provider's capacity to account for income and expenditure involving the collaboration;
  - c. meet all legal and tax requirements in all of the involved jurisdictions;
  - d. make adequate provision for protection of learners as described elsewhere in the policy.
- 81 As a norm, the provisions of the Consortium Agreement shall be specific and detailed and shall not presuppose or require familiarity with any other regulations, standards or policy provisions in force in IT Sligo or within the partner organisation. However, where particular provisions follow approved

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<sup>12</sup> See IOTCEF: Institute of Technology Central Evaluation Process, 4<sup>th</sup> edition, 2011

quality procedures and arrangements of one of the partner providers, it shall be permissible to refer to the relevant section(s) in that partner's current approved quality documentation. A copy of this documentation should be appended to the Consortium Agreement, or an electronic link included, as appropriate.

- 82 Formal agreement of a collaborative programme (or joint award) between IT Sligo and other providers entails the formal approval of the Governing Body, on notification of the approval of the Executive Committee and the Academic Council. The submission to the Governing Body for approval will include the Due Diligence report (with an evaluation of the risks and an outline of the risk management process) and the draft Consortium Agreement. The agreement shall be formalised between the partner providers and other relevant agencies prior to the validation of the associated programme(s) and the commencement of the collaborative activities. Refer also to Section 38 in the case where revisions are made to the agreements.
- 83 The Consortium Agreement for a collaborative programme leading to single awards requires the following signatories:
- i) The Chief Operating Officer (or her/his legally empowered representative) of each collaborating institution;

### **Joint Awards**

- 84 A Joint award is a higher education qualification issued jointly by at least two higher education institutions or jointly by one or more higher education institutions and other awarding bodies, on the basis of a study programme developed and/or provided jointly by the higher education institutions, possibly also in cooperation with other institutions. The elements that play a role when evaluating a degree (such as the status of the institutions, the awarding of the degree, the quality, etc.) are the same for both regular and joint degrees. The context of these elements is however quite different. This makes the recognition of joint degrees not always as straightforward as the recognition of regular degrees.
- 85 Any programme that is designed to lead to a joint award must be appropriately authorised for that purpose. Joint validation of a programme refers to the processes by which a group of awarding bodies and any other relevant authorities satisfy themselves that a programme meets the jointly agreed minimum acceptable standards to enable it to be provided and for the purpose of the appropriate higher education and training award.
- 86 The provisions governing the establishment, operation, quality assurance and termination of a programme leading to a joint award shall be formally established and set out in TWO separate but complementary documents, a Joint Awarding Agreement AND a Consortium Agreement. The templates for these documents are contained in Appendix 7 and Appendix 6 respectively. In any case, the principles and arrangements for the academic quality assurance of collaborative programmes or joint awards involving IT Sligo shall be specified in the Joint Awarding Agreement and/or Consortium Agreement and shall encompass provisions for programme validation as well as for the on-going monitoring and periodic review of the collaborative programme or programme leading to the joint award.

- 87 IT Sligo will have a substantial direct involvement in the teaching and assessment of learners in any programmes leading to joint awards to be made under delegated authority with other awarding bodies.
- 88 A provider or a consortium may apply to other awarding bodies with which QQI has established a Joint Awarding Agreement for joint validation of a programme of higher education and training. The QQI document 'Research Degree Programme Policy and Criteria' describes the default processes and the general validation criteria (Section 4.5.3 may be applied). In cases where a programme has already been validated QQI may accept this under Section 4.5.3. Joint validation of a programme will normally result in the production and issue by QQI of an Order of Council and a Certificate of Programme Validation. The European Consortium for Accreditation framework document is also referenced here<sup>13</sup>.
- 89 The detailed specification of the standards, policy and criteria for joint validation and making joint awards must be established and agreed between QQI and the relevant authorities. Normally one agreement document to be signed by all involved parties will be sufficient to cover programme validation, quality assurance and making of awards (see Sections 4.5 and 4.6 of QQI Policy).
- 90 Where there is a proposal to develop a dual award, the procedures for joint awards apply, other than for the award parchments.

### Joint Awarding Agreement

- 91 The **Joint Awarding Agreement (JAA)** between the provider partners for a joint award sets out the provisions governing the institutional relationship established and agreed between the partner providers entering into, operating and terminating the joint awarding arrangement, as well as the regulations and processes for the making and conferring of awards, the principles governing the validation and re-validation of programmes and the issuing of results. A prerequisite for this, of course, is that the partner/s have the authority to enter a joint award.
- 92 The JAA provides the institutional parameters with which the detailed programme level regulations of the Consortium Agreement must dovetail for joint awarding. The Joint Awarding Agreement establishes the overarching framework for the Consortium Agreement, where a joint award is being made, which in turn sets out the specific arrangements for delivery, assessment and quality assurance of a programme leading to a joint award. This would include, for example, the matching of award requirements between different jurisdictions, indicating how the consortium is addressing these (e.g. alignment of award Levels and credits). The Joint Awarding Agreement should be in force prior to sign-off on the Consortium Agreement.
- 93 In cases where a collaborative programme involving IT Sligo leads to a multiple or joint award made by some of the partner providers in the consortium where IT Sligo are not parties to the making of the award, for the part of IT Sligo it shall be sufficient that the formal agreement be set out in the Consortium Agreement as per the provisions for collaborative programmes leading to single awards<sup>14</sup>.

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<sup>13</sup> Framework for Fair Recognition of Joint Degrees, Aerden, A., and Lokhoff, J., ECA Occasional Paper, 2013 and Guidelines for Good Practice for Awarding Joint Degrees, Aerden, A., and Lokhoff, J., ECA Occasional Paper, 2013

<sup>14</sup> It should however be noted that Section 25 (2) of the Qualifications (Education and Training) Act 1999 requires that IT Sligo apply to HETAC for validation of such programmes or have delegated authority for making such an award.

- 94 The JAA shall be drawn up in accordance with the guidelines on drafting joint awarding agreements contained in QQI's Policy for Collaborative Programmes, Transnational Programmes and Joint Awards (revised, January 2012), Section 4.5 and Appendix.
- 95 The requirements of QQI and the second awarding body being formally compared, any differences will be made clear in the requirements for the Joint award in the JAA.
- 96 While the Institute negotiates the agreement, the JAA requires the following signatories:
- i) The Chief Operating Officer (or her/his legally empowered representative) of every awarding and quality assurance body the involvement of which is required;
  - ii) The Chief Operating Officer (or her/his legally empowered representative) of each collaborating institution.

### **Joint Awarding and Delegation of Authority**

- 97 IT Sligo cannot delegate its delegated authority. QQI may delegate authority to a recognised institution of the Council to make joint awards with other awarding bodies, in the context of collaborative provision. This also applies specifically to a recognised institution making joint awards with other recognised institutions.

### **Programme Agreement for Programmes Leading to Joint Awards**

- 98 The Programme Agreement (as a sub-set of the Consortium Agreement) for a programme leading to a joint award specifies all regulations and provisions governing the validation, operation, quality assurance and learning experience of the programme leading to the joint award.
- 99 In addition to the conditions outlined in Sections 72 to 82 above, the Consortium Agreement for a programme leading to a joint award will include:
- a. A specification of the Marks and Standards and any other regulations governing assessment and examination;
  - b. Procedures and processes for programme management, operation and quality assurance (including appropriate mechanisms for the involvement of learners);
  - c. Examination appeals procedures and disciplinary processes;
  - d. Entitlement of learners on the programme leading to the joint award;
  - e. Provisions and operating procedures for access, transfer and progression, including the recognition of prior learning where applicable;
  - f. Provisions regarding programme learning resources and learner supports where applicable;
  - g. Delivery systems where applicable;
  - h. Exit arrangements that protect the learner, and



- i. Any other pertinent provisions referenced by QQI guidelines on drafting Consortium Agreements for collaborative programmes which have not been covered in the Joint Awarding Agreement. For example, this would include provisions in relation to the appointment and terms of contract for external examiners).

100 The provisions of Consortium Agreements for joint awards shall normally be specific and detailed. Where particular provisions follow approved quality procedures and arrangements of one of the partner providers, it shall be permissible to refer to the relevant section(s) in that partner's current approved quality documentation. A copy of this documentation should be appended to the Consortium Agreement, or an electronic link included, as appropriate.

101 The Consortium Agreement for a joint award shall be signed by:

- i) The Chief Operating Officer (or her/his legally empowered representative) of every awarding and quality assurance body the involvement of which is required;
- ii) The Chief Operating Officer (or her/his legally empowered representative) of each collaborating institution;
- iii) the head of function responsible for operating and overseeing the programme leading to the joint award (or her/his representative) in each collaborating institution.

#### **Validation of Collaborative Programmes**

102 When an existing IT Sligo validated programme is to be provided in a different location, through a consortium, transnationally, or through a combination of these, the new context(s) in which the programme is to be provided requires that it be validated – i.e. differentially validated. HETAC's procedures for differential validation recognise that in some circumstances it may be possible to reuse some of the findings of the programme's current validation in validating the programme to be provided in its new context, so that the expert panel can focus its attention on the changes that are proposed and required by the new context (for example, delivering in an overseas location). Obviously, if the collaboration involves a completely new programme, then this must be validated by IT Sligo in accordance with its existing procedures for programme validation (taking into consideration the requirements related to the collaborative provision) or, in the case of joint awarding, will require a validation process that is acceptable to the relevant awarding bodies (by agreement).

103 The differential validation Panel will be expected have the expertise capable of reviewing both the programme proposal documentation and with the Collaborative Agreement in the context of meeting normal criteria for validation.

#### **Validation of Single Awards**

104 For the validation of collaborative programmes leading to single awards within Ireland, Section 2.5 of QQI's Policy applies. The Award Standards benchmarks for such programmes are the national standards and guidelines from QQI that are drawn from the national and European academic structures.

105 Chapter 2 of the Quality Assurance Manual of IT Sligo explains the process of programme design and development. Where new collaborative programmes are being proposed or existing programmes are being put forward for minor modification, the programme team will comprise representatives from IT Sligo and from the partner organisation.



In developing new or modifying existing programmes for collaborative provision, the following general principles apply, in alignment with the national Awards Standards and guidelines from QQI that are drawn from the national and European academic structures and internally with IT Sligo Regulations, as outlined in Sections 31 to 34 above:

- a. the QQI Award Standards for such programmes are provided in the programme learning outcomes;
- b. The Programme is placed at the appropriate level of the National Framework of Qualifications and academic standards are equivalent to other programmes delivered at the Institute;
- c. The market demand and intended intake of students is identified;
- d. Arrangements for admission comply with the Institute's admission regulations;
- e. Arrangements for assessment comply with the Institute's assessment regulations;
- f. Procedures for external examining align with the Institute's regulations on external examining;
- g. Where the programme is accredited by an external body (i.e. a professional body such as EI, CIPD, ICM etc) the programme delivery in conjunction with a partner, is approved by and fulfils requirements of those bodies.

106 In the case of Research programmes, the Consortium Agreement should clarify the intended learning outcomes of a collaborative research programme, the NFQ level and discipline area and address how the research programme will be managed and the arrangement for joint supervision, if this is part of the collaboration.

107 It is the responsibility of the research team to ensure that sufficient time is allowed for the initial approval process to take place before any external funding deadline.

### **Validation of Transnational Collaborative Programmes**

108 Where a transnational collaboration is proposed, QQI will normally seek to put in place appropriate agreements on shared external quality procedures with the relevant external quality assurance agencies in the country/jurisdiction of each transnational partner provider(s), which can include provision for the validation of a transnational collaborative programme.

109 With regard to the application for validation of a transnational collaborative programme involving IT Sligo, Section 3.5 of QQI's Policy applies. In any case, the Award Standards benchmarks for such programmes are the national standards and guidelines from QQI that are drawn from the national and European academic structures.

110 The validation and quality assurance of transnational programmes that involve collaborative provision are also subject to the other Sections of this chapter which specifically addresses collaborative programmes and QA procedures.

This will include arrangements for:

- a. the operation of the Programme Committee and Examinations Board, and the provision of annual reports to the School on an equivalent basis to that for programmes delivered at IT Sligo;
- b. regular monitoring of the programme and related learning facilities, including frequency and purpose of visits to the partner institution by the School;

- c. mechanisms for students to provide feedback and to make complaints/appeals;
- d. on-going and regular contact between the Institute and its partner, with identified line managers in IT Sligo and its partner for operational issues;
- e. periodic review and revalidation (in line with the policy for programmatic review and revalidation of programmes).

### Validation of Joint Awards

- 113 In the case of proposed joint awards involving IT Sligo, a joint awarding agreement between the relevant awarding institutions and bodies as set out in a Joint Awarding Agreement should be in place prior to application of the provider or consortium of providers for validation of the programme leading to the joint award (see Section 85 and following above).

### Process for Validation of Collaborative Programmes leading to Joint Awards

- 114 Validation by institutions acting under Delegated Authority is normally an internal quality assurance procedure with an external dimension. . A bespoke process may be agreed with another awarding body, and this process will be set out in the Joint Awarding Agreement. Therefore, a fixed model cannot be prescribed.
- 115 However, it is possible to derive from the mission, institutional role and educational aims of IT Sligo a number of precepts for the validation of collaborative programmes or programmes leading to joint awards between IT Sligo and its partner providers as follows:
- 116 **Aims of the Programme Validation Process:** validation of a collaborative programme or programme leading to a joint award is the process whereby all relevant parties aim to satisfy themselves as to the quality and academic standards of the proposed programme, so that learners may attain the standard of knowledge, skill and competence specified for the award and the attendant capacity for participation in professional and academic life. Typically an existing programme will be required to undergo a differential validation process in the case of a collaboration,
- 117 **Self-Evaluation and Peer Review:** The procedures for validation shall include self-evaluation of the proposed programme by the consortium of partner providers and independent peer validation review of the proposed programme by a panel of reviewers jointly appointed by all validating bodies, based in each case on a set of agreed criteria. The panel should include a member with expertise and experience relevant to the particular context of the proposed collaborative programme.
- 118 **Programme Submission:** The self-evaluation of a proposed programme shall be set out in a programme submission which shall contain, as a minimum, the programme specification (including programme learning outcomes, schedules and detailed module/subject descriptors, assessment strategy and mode of delivery) and such other detailed information on the programme and its context (including legislative/regulatory as appropriate), associated resources and supports, and intended learner experience as to allow for a full and satisfactory review based on the criteria agreed.

All statements and projections shall be supported by valid, reliable and sufficiently verifiable data. There shall be evidence of appropriate consultation with relevant stakeholders, in particular learners and representatives of industry/the professional field.

- 119 **Independent Peer Review:** In line with QQI policy, the independent peer validation review of a proposed collaborative programme or programme leading to a joint award shall be conducted by an appropriately composed, representative panel of suitably qualified independent experts. Of these, AT LEAST
- a. one academic expert AND
  - b. one expert drawn from industry/the professional field shall be external to any of the institutions and bodies involved with the validation.
  - c. The panel should include a member with expertise and experience relevant to the particular context of the proposed collaborative programme.

Notwithstanding the exact review mechanism agreed, the peer evaluation of the independent expert panel shall carry decisive weight with regard to the overall recommendation on validation of the collaborative programme or joint award to the relevant validating body or agency.

- 120 **Certificate of Programme Approval:** In accordance with QQI policy, each validated collaborative programme and joint award shall have a certificate of programme approval specifying inter alia:
- a. the programme title;
  - b. the award title(s);
  - c. the awarding bodies;
  - d. the providers;
  - e. the approved locations of provision;
  - f. the credit awarded;
  - g. the award level on the National Framework of Qualifications and any other relevant qualifications frameworks, such as the European Qualifications Framework.

## **On-Going Management of QA for Collaborative Programmes**

### **On-going monitoring and periodic review of Collaborative Agreements**

- 121 A Collaborative Monitoring and Review Academic Committee comprising members of the Academic Council, Executive Committee and external representation will be established with the responsibility of monitoring and periodically reviewing all collaborative agreements (national and transnational). The external member/s will have expertise in the type/context of provision being reviewed. The terms of reference for such reviews will be proposed by this committee once established, for approval by the Academic Council and Executive Committee. This committee will produce an annual report for consideration by the Academic Council and Executive Committee. This committee will be supported by the Registrars function and the day-to-day management of the collaborative programmes is as described below.
- 122 The principles and arrangements for the academic quality assurance of collaborative programmes or joint awards involving IT Sligo shall be specified in the Joint Awarding Agreement and/or Consortium Agreement and shall encompass provisions for programme validation as well as for the on-going

monitoring and periodic review of the collaborative programme or programme leading to the joint award.

- 123 All procedures for the quality assurance of collaborative programmes or joint awards as set out in the Consortium Agreement shall be established in accordance with QQI's Policy with particular reference to Sections 2.3 – 2.5, 3.3 – 3.5, and 4.3 – 4.5.
- 124 In the case of collaborative programmes and joint awards, the Registrar has oversight of academic quality assurance. The Registrar's Office shall exercise this oversight in consultation and/or collaboration with the relevant quality assurance offices of the partner provider or consortium of providers and with any relevant external quality assurance agencies as appropriate.
- 125 A School typically has responsibility for the day to day management of all elements of the collaborative programme in its area. The IT Sligo Programme Chairperson will act as the Chair of the Programme Committee and is responsible for ensuring that the collaborative programme is delivered as approved and for ensuring that the curriculum is maintained, unless there is an approved sharing of this role with the partner provider as part of the consortium agreement (as in the case of joint awards). The Programme Committee will have student representation ('class reps'), in accordance with the current IT Sligo procedures for on-going programme monitoring and review. The role of Programme Chairperson will include the operation of the regular review of the programme delivery and monitoring of student performance and rate of learning, and overseeing the student feedback, process to be reported through the School management and Academic Council structures.
- 126 In the case of an existing programme that has been modified/revalidated for the purposes of the collaboration, the Programme should be brought under the aegis of a newly established Programme Committee created to provide oversight. The terms of reference of this committee will be to ensure that the academic integrity and consistency of the collaborative programme is assured and to address any matters that might arise with the delivery of the existing in-house programme and the collaborative programme.
- 127 All programmes are subject to the Institute's existing processes for programme monitoring. The annual School and programme report reviews the outcomes of these processes i.e. Programme Committee Meetings, Class representative meetings, external examiner reports, learner feedback surveys etc. Such monitoring will include each programme variant as well as the full programme and/or suite of programmes.
- 128 Programmes validated for collaborative provision are subject to revalidation every 5 years using the programmatic review process. Should a programme have been validated out of sequence with its parent (IT Sligo) programme, the validated programme should be included in its next programmatic review, or a special programmatic review conducted depending on the needs of the programme.
- 129 Whether the award is made by IT Sligo alone or jointly with the partner/s, IT Sligo acknowledges its responsibility in conducting programme reviews. The additional element of risk arising from the collaboration is mitigated by rigorous quality management and reporting processes.
- 130 The contents of all material relating to collaborative provision will be brought together and analysed annually in an overview report, compiled by the Registrar and presented to the Academic Council. It is an opportunity to highlight good practice and identify any problems or issues that might have wider relevance beyond the individual programme.

- 131 These reports will be shared with the partner organisation and the awarding body and will form part of any decision making process to continue or terminate a relationship.

### **On-going Monitoring of Collaborative Programmes and Joint Awards**

- 132 In keeping with the principles expressed in Sections 113-120 above, and giving due regard to possible divergences in the monitoring requirements of different instances of programme delivery if any, all procedures agreed for the on-going monitoring of collaborative programmes and joint awards between IT Sligo and a partner provider shall conform to a number of common precepts as follows:

- 133 **Programme Feedback Mechanism:** Any procedures established between the partner providers for the on-going monitoring of a collaborative programme or programme leading to a joint award shall include an appropriate, formal mechanism for eliciting feedback on the operation and quality of the programme from learners, graduates and industry/the professional field, as well as from external examiners where appropriate.

Programme feedback sought should include appropriate feedback on academic quality and standards (including delivery) as well as on learning resources and student supports.

- 134 **Programme Monitoring Report:** At agreed intervals significantly shorter than those set for the periodic review of a programme, the programme board (or equivalent) for a collaborative programme or programme leading to a joint award shall prepare a report on the status and operation of the programme. As a minimum, this report shall comment on:

- a. Indicators of programme performance (including enrolments, learner performance, graduate destinations);
- b. Programme feedback sought and received;
- c. Operational issues arising;
- d. Any other arising circumstances with a significant effect, existing or foreseeable, on the operation, quality and standards of the programme;
- e. The collaborative relationship.

All statements should be supported by valid, reliable and sufficiently verifiable data. A summary record of programme board activity during the reporting period shall also normally be included.

The programme monitoring report shall be signed off by the person(s) with executive responsibility for operating and overseeing the collaborative programme or joint award in each of the collaborating institutions.

Within IT Sligo, copies of the programme monitoring report shall be forwarded to the Registrar as well as to the appropriate School Board(s). A summary of findings shall be notified to the Academic Council, and the Executive Committee where appropriate.

### **Process for Periodic Review of Collaborative Programmes and Joint Awards**

- 135 **Aims of Periodic Review:** Periodic review is the process by which all relevant parties aim to satisfy themselves that the collaborative programme or programme leading to a joint award retains a sufficiently high quality, academic standard, professional and academic relevance, and alignment with

current legislation and awarding/quality assurance body requirements to allow for a renewal of validation for a period not exceeding five years.

- 136 **Schedule of Periodic Reviews:** As a norm, every collaborative programme and programme leading to a joint award shall undergo full review at set intervals of no more than five years from the last approval/validation of the collaborative arrangement.

Where considerably shorter intervals are envisaged for periodic review and programme re-validation (for example, in the case of transnational collaborative programmes), the review mechanisms agreed should be such as to not put undue strain on the operations of IT Sligo or the partner provider(s).

- 137 **Self-Evaluation and Peer Review:** The procedures for the periodic review of a collaborative programme or programme leading to a joint award shall include self-evaluation by the consortium of partner providers and independent peer review by a panel of reviewers jointly appointed by all validating bodies, based in each case on a set of agreed criteria.

- 138 **Periodic Review Submission:** The self-evaluation of a programme for the purpose of periodic review and re-validation shall be set out in a periodic review submission which shall contain, as a minimum:

- a. the current programme specification (including programme outcomes, schedules and detailed module/subject descriptors) and the proposed changes to the programme specification if any;
- b. the rationale for any proposed changes;
- c. an outline of any approved revisions to the programme or any of its component parts since the last approval/validation of the full programme specification; and
- d. such other detailed information on the programme and its operation and context (including legislative/regulatory and issues pertaining to remote delivery as appropriate), associated resources and supports, learner experience; annual monitoring reports to allow for a full and satisfactory review based on the criteria agreed.

All statements shall be supported by valid, reliable and sufficiently verifiable data. There should be evidence of appropriate consultation with relevant stakeholders, in particular learners and representatives of industry/the professional field.

- 139 **Independent Peer Review:** In line with QQI policy, the independent periodic peer review of a collaborative programme or programme leading to a joint award shall be conducted by an appropriately composed, representative panel of suitably qualified independent experts (including experts in regulatory and quality assurance processes as necessary). Of these, AT LEAST

- a. one academic expert AND
- b. one expert drawn from industry/the professional field shall be external to any of the institutions and bodies involved with the renewal of validation.
- c. The panel should include a member with expertise and experience relevant to the particular context of the proposed collaborative programme.
- d.

Persons appointed to expert panels must be able to make national and international comparisons<sup>15</sup>. The peer evaluation of the external expert panel shall carry decisive weight with regard to the overall

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<sup>15</sup> See Guideline on Quality Assurance, HETAC, 2011



recommendation on re-validation of the collaborative programme or joint award to the relevant accrediting/validating body or agency.

- 140 **Learner Involvement in Periodic Review:** The mechanisms agreed for the periodic review of a collaborative programme or joint award must ensure that learners are involved in the evaluation of programmes, including the standard, quality and relevance of the programme, its associated resources and supports, and the learner experience. Where possible, the learner voice should also be represented on the review panel itself.
- 141 **Review of Policy Supplement on Collaborative Programmes and Joint Awards:** The provisions in this policy supplement shall be reviewed from time to time by the Registrar of IT Sligo. Any amendments or modifications require the approval of the Academic Council.
- 142 Amendments which affect the functions of Governing Body under this policy also require the approval of the IT Sligo Governing Body.

### **Management of Quality and Standards for Transnational collaborations**

- 143 All verbal and written communications between IT Sligo and its transnational partners will be conducted through English. This pertains not only to the reports and documents required for the establishment of the collaboration, and all formal agreed documents, but also will normally apply to the language of programme delivery and assessment and to communication and documents related to the quality assurance of the collaborative programme/s. Delivery through a language other than English will be considered as an exceptional case where, for example, another language is being taught or specific learning pertaining to a country (e.g. legislative issues) are being taught,
- 144 Normally the quality assurance of a transnational programme will involve the relevant national quality assurance agencies both in the provider countries and in each of the receiver countries. Academic policies and criteria relating to standards and assessment and related matters should be equivalent to those in respect of typical relevant Irish programmes provided in Ireland. The 'Policies, actions and Procedures for Access, Transfer and Progression for Learners' of the National Qualifications Authority of Ireland apply to the Institute's transnational programmes accredited/validated by QQI or by the Institute.
- 145 Collaborative arrangements with an overseas institution or organisation will normally require a greater level of initial scrutiny, on-going monitoring and review than would be the case with Irish institutions, due to the different educational culture and context that the programme will be operating within and the complexities caused by geographical location. The Academic Council may request more frequent use of the mechanisms above in order to mitigate this issue.
- 146 Staff members of the institutions or those teaching on the programmes established through transnational arrangements should be proficient in terms of qualifications, teaching, research and other professional experience, and in the English language, spoken and written. The Institute will ensure that it has in place effective measures to review the proficiency of staff delivering programmes that lead to its qualifications.
- 147 Support services for learners on transnational programmes (such as health, safety, welfare, placements, career development advice and other services not directly linked to the programme) should be comparable to those provided to learners in programmes based in Ireland.



### **Appointment of External Examiners**

- 148 In regard to programmes delivered collaboratively, external examiners will be selected who have experience of the type/context of the provision.
- 149 In line with normal practice. external examiners will be required to visit all sites of provision, at least once annually
- 150 When collaborative provision involves a partner outside of Ireland, particular care may be needed in selecting external examiners because of two factors: differences in language, especially where the language of instruction is not entirely through English, and differences in education system. When the language of instruction is not English it is necessary to ensure that external examiners are sufficiently fluent in the language used (as well as in English) to carry out their duties effectively. The awarding institution may then find it convenient to appoint a 'local' external examiner from the country concerned, but it is also necessary to ensure that any such local external examiner is sufficiently familiar with Irish higher education to reach reliable judgements on standards<sup>16</sup>.
- 151 Where the collaboration takes place in a jurisdiction that does not require the services of external examiners, the Institute will discuss and agree with QQI the process of ensuring the academic standards in relation to assessments and programme moderation.

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<sup>16</sup> For further background on external examiners on overseas collaborations, see the QAA report:  
<http://www.qaa.ac.uk/Publications/InformationAndGuidance/Documents/QAA380externalexamining.pdf>

## Appendix 1: Glossary of Terms

### Actors

- **The Institute: IT Sligo**
- **HETAC:** The Higher Education and Training Awards Council that heretofore, under the Act, performed the functions of the National Qualifications Authority of Ireland
- **QQI:** Quality and Qualifications Ireland, the body that replaced HETAC. FETAC and NQAI in 2012, under the Qualifications and Quality Assurance (Education and Training) Act 2012
- **Other Awarding Bodies:** Other organisations with national legislative authority to make awards in their own countries
- **Other Providers:** Other Institutes of Technology, universities or private organisations with QQI approval as a provider of Higher Education, or overseas providers of Higher Education approved by their own national authority or by QQI.
- **Service Partners:** other persons or organisations that provide a component of a programme under the control of the Institute.
- **Agents and Other Actors:** Organisations or persons granted the right to act on behalf of the Institute under formal agreement.

**Articulation Agreement:** a partnership arrangement whereby a student from a partner institution may enter an IT Sligo programme with advanced standing and *vice versa*. Typically the model is applied where students have completed a lower level qualification at the partner institution and wish to 'top up' to an honours degree (e.g. from a Level 6 to a level 7, or equivalent). Following on from IT Sligo's existing Recognition of Prior Learning procedures, any set of certified credit, with or without a recognised award, can be mapped for articulation purposes into an IT Sligo programme. In this case, students who have completed certificated learning at a partner institution are mapped against a programme of study at IT Sligo following a recognition of prior certified learning procedure. IT Sligo has no direct responsibility for the operation of the 'feeder' programme at the partner institution nor for the associated award (if any) given to students. IT Sligo has a responsibility to assure itself that the certificated study is robust in terms of quality and standards, so as to be assured that students who progress are likely to succeed and that IT Sligo's reputation will not suffer by association. Equally, partner institutions may accept IT Sligo students into the later years of one of their programmes, following a process similar to that outlined above.

**Award:** for the purpose of this document, an award is a higher education and training qualification conferred, granted or given by an awarding body and records that a learner has acquired a standard of knowledge, skill or competence.

- **Dual awards:** IT Sligo provides a programme leading to separate awards being granted by both itself and the partner institution(s).
- **Joint award:** is a higher education qualification issued jointly by at least two or more higher education institutions or jointly by one or more higher education institutions and other awarding bodies, on the basis of a study programme developed and/or provided jointly by the higher education institutions, possibly also in cooperation with other institutions'. A joint award may be manifested in a single diploma

(parchment/certificate) or in multiple diplomas (parchments/certificates, i.e. as a dual award, as defined above).

**Awarding Body:** a body which makes awards by its own authority or under delegated authority. For the purpose of this document, this means QQI, a recognised institution of the Council or any body recognised by QQI as an awarding body.

**Collaborative Provision:** means two or more providers being involved by formal agreement in provision of a programme of higher education and training. There may be collaboration in the development and delivery of the programme, and in the academic monitoring of the programme. A partner organisation may be another education provider, professional body, business or community organisation. The programme being delivered may be validated by one of the providers through their own approved validation processes. In that case, it is the responsibility of the accrediting provider to have processes in place to ensure that the other partners deliver the programme in the approved manner. The award can only be made by the partner/s who have awarding power under delegated authority from QQI or their own recognized national qualifications agency.

**Collaborative Programme:** a validated programme jointly developed and/or jointly provided by two or more partner providers—a partner provider may be a HEI or may be an organisation whose core business is not academic but which has the capacity to provide higher education and training and fulfil the role and responsibilities of a provider. Typically, a collaborative programme is understood to be jointly developed and validation may be attained by one of the partners or jointly validated by more than one of the partner providers. The award can only be made by the partner/s who have awarding powers under delegated authority from QQI or their own recognized national qualifications agency.

**Consortium:** two or more providers being involved by formal agreement in provision of a programme of higher education and training. Typically, this arrangement is bound by a consortium agreement (see Collaborative Provision above).

**Delegated Authority:** QQI may delegate authority to make awards to recognised institutions under the [Qualifications \(Education and Training\) Act, 1999](#). Recognised institutions are those established by or under section 3 of the Regional Technical Colleges Act 1992, which in effect means the current [Institutes of Technology](#) (13). Recognised institutions with delegated authority can make awards in their own name. Delegation however may be limited to certain award types.

**Delegated Authority to make Joint Awards:** is available where QQI has signed a suitable joint awarding agreement. Currently such agreements are established on a case-by-case basis. In the future they may be established on an overarching basis for sets of well-defined situations.

**Differential Validation:** QQI's (HETAC) procedures for validation state that programmes must be validated in their entirety. When an existing validated programme is to be provided in a different location, through a consortium, transnationally, or through a combination of these, the new context(s) in which the programme is to be provided requires that it be validated to be offered in them. HETAC's procedures for differential validation recognise that in some circumstances it may be possible to reuse some of the findings of the programme's current validation in validating the programme to be provided in its new context, so that the expert panel can focus its attention on the changes that are proposed and required by the new context (for example, delivering in an overseas location).

**Flexible and Distance Learning:** educational provision delivered and/or supported and/or assessed through means which generally do not require the student to attend particular classes or events at particular times and particular locations.

**Joint Awarding Agreement:** an agreement between two or more awarding bodies which covers joint validation of programmes and making of joint awards (see QQI policy for full details).

**NFQ:** The National Framework of Qualifications, provides a way to compare qualifications, and to ensure that they are quality assured and recognised at home and abroad (<http://www.nfq.ie/nfq/en/>)

**Off-site Provision:** IT Sligo credit-bearing modules or programmes provided by IT Sligo staff outside the Institute's premises in conjunction with a partner who provides (in addition to premises and equipment) resources and/or student or administrative support that is integral to the student learning experience.

**Out-centre Provision:** provision away from the main campus of a programme which may be collaborative. In any case, the Institute will need to retain responsibility or be jointly responsible for the quality assurance of the provision. Out-centre provision may involve delivery and assessment by staff of the out-centre or simply the use of the premises facilities. Such arrangements always require differential validation.

**Partner:** a member of a consortium, including a provider and/or other persons who, or body that, collaborates in relation to the development, validation, provision, organisation or procurement of a programme of higher education and training. Typically, a partner would be another recognised provider of higher education. A partner might also be a business or industry group or others involved in the provision of educational services or technologies (e.g. on-line delivery software) or learning resource repositories to support delivery. A partner may or may not have a direct involvement in the delivery of the learning.

**Programme:** any process by which learners achieve knowledge, skill or competence - to describe a programme one must describe the learning environment (physical including locations, social, intellectual), curriculum, minimum intended programme learning outcomes, assessment, teaching team. It is understood that any validated programme delivered by IT Sligo will meet the specifications of QQI award standards for the discipline area and that it is validated at a specified Level on the NFQ.

**Provider:** a person who, or body that, provides, organises or procures a programme of education and training. References to 'provider' should be construed accordingly. Typically, a provider is a recognised higher education institution.

**Provision:** In the context of education, the provision of a programme of learning refers to the management, planning and delivery of the programme, including the planning, resourcing, quality assurance, learning, teaching and assessment strategies and activities which may include the granting of the award.

**Recognised Institution of the Council:** an institution described in the Qualifications and Quality Assurance (Education and Training) Act 2012, the list comprises thirteen Institutes of Technology, DIT and 7 Universities in Ireland.

**Service Partnership:** this is where the institute establishes a partnership with a non-academic service provider. Involvement of a service partner in a programme does not result in a

collaborative programme in the QQI sense. Nevertheless suitable agreements need to be established. Service partnership could include the provision of specific 'off-the-shelf' training modules to learners e.g. in Information Technology.

**Single Provider Award:** A Single Award is an award made singly by one of the providers in a consortium. This includes single awards made by IT Sligo under delegated authority.

**Transnational provision:** cross-border provision which may be collaborative and may involve distance education.

**Validation:** the process by which an awarding body will satisfy itself that a learner may attain knowledge, skill or competence at a specified level on the National Framework of Qualifications for the purpose of an award made by the awarding body. Validation also implies that the provider has the quality assurance procedures and services to provide the programme to a national standard. Validation is one of the functions of QQI under the Qualifications and Quality Assurance Act, and they may delegate authority to validate awards to a provider. The validation process is typically completed with certification that the award is validated either by, or under Delegated Authority from QQI.

- **Validation Categories:**

- Validation by the Institute under delegated authority
- Joint validation by the Institute and other awarding bodies
- Validation by QQI
- Joint validation by QQI with other awarding bodies

## Appendix 2: Examples of Institute of Technology, Sligo Collaborative Programmes

Partner	Programme title	Nature of Collaboration	Awarding Body
<u>Teaching</u>			
Villa Nova University, USA	Postgraduate Diploma and MSc Biopharmaceutical Science.	<i>Joint provided programme:</i> delivery of an online module on an IT Sligo validated programme. Managed between programme coordinators at Sligo and Villa Nova	IT Sligo
RCSI	MSc Pharmaceutical Science	<i>Provider:</i> IT Sligo provides teaching, which includes assessments and production of results to RCSI approved processes. Managed between programme coordinators at Sligo and RCSI	RCSI
Sligo College of Further Education	Modules on BA in Early Childhood Care and Education	<i>Articulation:</i> Students from FE college attend IT Sligo classes and sit IT Sligo exams. This provides eligibility for progression into year 2 of the ECCE programme together with a FETAC L6 award. Managed between programme coordinators at Sligo and SCFE	FETAC and IT Sligo separately

Irish Prison Service	Higher Certificate in Custodial Care	<i>Service Partnership:</i> Delivery at IPS premises and involvement of IPS staff in the delivery. Managed by ITSligo programme coordinator/	IT Sligo
NIBRT (National Institute for Biopharmaceutical Research & Training, UCD)	Suite of Level 7-9 major and minor programmes in Biop[harmaceutical Science	<i>Joint Provision:</i> Joint Delivery with NIBRT. Managed between programme coordinators at Sligo and Villa Nova	IT Sligo
Fanshawe College, Ontario, Canada	BSc in Quantity Surveying and BEng in Civil Engineering (L7 and L8)	<i>Articulation:</i> Students may enter advanced years of IT Sligo programmes. Managed by International Office and HOS at Sligo and Fanshawe College	IT Sligo
AIT	BSc in Polymer Processing (L7)	<i>Joint provision:</i> IT Sligo and AIT staff deliver modules on the same programme that was jointly validated. Separate awards. Managed between HOSs at Sligo and AIT	IT Sligo/AIT
Vysoká škola technická a ekonomická, České Budějovice, and Higher Professional School, Prague	Bachelor of Business programme (Level 8)	<i>Partner delivery:</i> IT Sligo validated programme being delivered at two locations in the Czech Republic, in the Czech language (now ceased). Managed between HOSs at Sligo and AIT	IT Sligo



### Appendix 3: Template for the Collaboration Proposal Form<sup>17</sup>

#### Section 1 - To be completed by the Head of School/Research Centre

This form brings together key information to support the approval of a proposed collaboration. There are accompanying guidelines (See Annex 1) to help steer you through the process and prompt you to key issues to consider in the development of any collaborative arrangement. The guidelines also provide the basis for developing your business plan. Please note that not all of the issues below will be relevant to each proposal. For example, where the proposal involves an extension of a current agreement such as adding a new programme, you are not required to provide detailed information on the partner institution. The partner institution will be deemed to be an approved partner. **Please read the guidelines before completing the form.**

Following your initial discussions within the School/Research Centre, you should complete the form as far as possible and depending on the level of approval you should submit the form to the Executive Committee and to the Academic Council. A flowchart summarising the approval process is in the main Collaborative Procedures document.

<b>Sponsor School/Research Centre</b>
<b>Sponsor contact name<sup>18</sup></b>
<b>Contact e-mail and telephone number</b>
<b>Please include copies of the following:</b> <ul style="list-style-type: none"> <li>• a copy of the <a href="#">Risk Assessment Form</a></li> <li>• <i>business plan</i></li> <li>• <i>any other supporting documentation</i></li> </ul>

#### A SUMMARY OF PROPOSAL<sup>19</sup>

Provide a brief summary of the proposal including information on the following:

<b>Name of Award</b>
<b>Proposed Partner Institution(s)</b>
<b>Nature of Award</b>
<b>Proposed Mode of Delivery</b>
<b>Proposed Student Numbers</b>

<sup>17</sup> This form does not cover staff or student mobility arrangements which are administered at Institute level in liaison with the International Office.

<sup>18</sup> It will normally be the Head of School who will manage the collaboration.

<sup>19</sup> There can be differences in terminology between institutions, particularly overseas, so it is important that there is a clear understanding of the nature of the arrangement between all parties. The definitions normally accepted within the Institute and Ireland are outlined in the Glossary.

<b>Rationale</b>
<b>Timescale</b>
<b>Management of Arrangement</b>
<b>Constraints</b>
<b>Impact on Staff</b>
<b>Impact on IT Sligo Services</b>
<b>Other Schools/Research Centres Involved</b>
<b>Contact Made to Date</b>
<b>Outcome of Risk Assessment (score)</b>

## ACADEMIC REQUIREMENTS

<b>RESOURCE AND STUDENT SUPPORT REQUIREMENTS</b>
<i>[Note: If a partner institution is already approved you should still confirm that the resources and student support arrangements are appropriate to the arrangement and how the relevant staff will be vetted. Where there is a third party involved in the arrangement you should confirm that you have visited this third party and assessed the quality of the facilities.]</i>

<b>PROPOSED REGISTRATION AND FINANCIAL ARRANGEMENTS</b>

**GENERAL****Financial (Including costs to be considered in developing your Business Case)**

*[Note: Where a partner institution is already approved the financial viability of the partner institution will already have been determined in the initial approval process. Therefore you should focus here on the financial viability of the collaboration].*

**SIGNATURES****Signed by**

Sponsor: \_\_\_\_\_

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

**Required for Stage 2 Approval****Signed by**

Executive Committee: \_\_\_\_\_

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

**Signed by**

Chair of Collaborative Committee of Academic Council \_\_\_\_\_

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

## **Annex 1 to Appendix 3 - Guidance Notes for the Completion of the Collaboration Proposal Form<sup>20</sup>**

The following issues should be addressed when considering a collaboration and prior to completing the Collaboration Proposal Form.

(Not all of the issues listed below will apply to each proposed model of delivery and can be answered at the time of making the proposal. For example, where the proposal involves an extension of a current agreement such as adding a new programme, you are not required to provide detailed information on the partner institution as the proposed partner will be deemed to be an approved partner. However, the list may be helpful as a prompt in your initial and on-going discussions with your proposed partner institution and may subsequently be addressed in the Collaborative Agreement).

### **SUMMARY OF PROPOSAL**

When completing the Collaboration Proposal Form, please provide further information on the following:

#### **Name of Award**

- What is the name of the final award?
- Does the arrangement involve modifying an existing programme/course or the approval of a new programme?

#### **Proposed Partner Institution(s)**

- The name, location and legal standing (public or private HEI, private company, etc) of the proposed partner.
- Any known contacts or arrangements (both informal and formal) the Institute has with the proposed partner(s) and any links they have with other Irish HEIs. Provide information on the nature of these links and any feedback received from colleagues at other HEIs.
- Role of partner in the collaboration (e.g. % teaching)
- Does the partner institution(s) require QQI approval to operate the programme? If so, how will this be achieved and when?
- Name of contact(s) at Partner Institution.
- Which School/Discipline/Research Centre will the programme/courses be linked to at the partner institution?

#### **Nature of Award**

- Will the degree be awarded by IT Sligo only; by IT Sligo and partner institution separately (double/dual)/multiple award); jointly ( a single certificate attesting successful completion of a jointly delivered programme replacing the separate institutional qualifications)?

#### **Proposed Mode of Delivery**

- Where does the teaching take place?
- Who will undertake the teaching and provide student support?
- What is level and nature of input of IT Sligo staff?
- Is the programme full-time or part-time?
- Where will the graduation take place?

#### **Proposed Student Numbers**

- Number of intakes?
- What is the number of students to be admitted at each intake (to include expected and maximum numbers and number as a percentage of the expected cohort at IT Sligo)?

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<sup>20</sup> See [http://www.gla.ac.uk/media/media\\_212775\\_en.pdf#page=9](http://www.gla.ac.uk/media/media_212775_en.pdf#page=9)

**Rationale**

- How does the proposal link to IT Sligo's International Plan and strategic objectives?
- Rationale for collaborating with the proposed institution(s) in particular?
- Is the proposal appropriate given IT Sligo's existing collaborations and other commitments?
- Does the collaboration have the support and commitment of senior management in the School and the partner institution?
- Is there adequate capacity to deliver the proposal now and for the proposed future life of the agreement?

**Timescale**

- Anticipated start and end date
- Anticipated duration of agreement (this is normally 3-5 years)?
- Are there any deadlines? If so, please expand.

**Management of Arrangement**

- Arrangements for the successful operation and management of the partnership. For example, is a Joint Programme Committee required?

**Constraints**

- Are there any known constraints on the proposed arrangement? For example is there a funding opportunity which depends on the participation of the proposed partner?

**Impact on Staff**

- What impact will the proposed development have on current staff?
- How has academic staff in the subject/discipline area been consulted?
- How has the potential impact on administration staff been taken into consideration?

**Impact on IT Sligo Services**

- Please state which of the IT Sligo Services are likely to be involved with the proposed arrangement. For example, Registry, Admissions staff, Language Support, Communications etc.
- Is there a potential impact on the Student Support Services and on the examinations process?
- You should ensure that Registration staff are contacted at an early stage regarding the registration and certification requirements. For example, what facilities do the students need to access? Where the collaboration involves an IT Sligo award, will it require a 'bespoke' certificate?

**Other Schools/Research Institutes Involved**

- Please confirm what other Schools or Research Centres are involved in the collaboration and provide confirmation that they have been consulted to date.

**Contact Made to Date**

Please outline what initial contact (if any) you have had with the following IT Sligo staff:

- President of IT Sligo
- Secretary/Financial Controller re business Case or tax implications
- IT Sligo Services (as above)

**Outcome of Risk Assessment**

State the score of risk associated with the arrangement (see Annex to Appendix 5) e.g. is it high/medium or low risk? Please also state the level of confidence with this assessment.

## ACADEMIC REQUIREMENTS

- Whose rules and regulations will apply to the award?
- Entry requirements: for example, for a Masters programme - upper second class honours degree or equivalent (2.75 GPA + IELTS 5.5).
- Proposed language of tuition? (This is normally English).
- In the case of overseas arrangements, provide evidence that students will have acquired the competence in the English language to successfully complete their studies at IT Sligo.
- Teaching responsibilities should be clearly defined for both partners (percentage and type) and contact/supervision/assessment/estimated marking hour numbers.
- Definition of qualification and experience requirements of teaching staff of both partners whether employee, contract or consultant.
- What are the arrangements for the transfer of student information? Are the procedures in line with the requirements of Data Protection legislation?
- What are the procedures for the approval of programmes of study/modules and for their monitoring and review? Are they compatible with the procedures at IT Sligo?
- What are the procedures and criteria for the admission of students (including AP(E)L) where appropriate?
- Where the partner institution has a responsibility for assessment, are there appropriate procedures in place to ensure the quality of the delivery and or assessment of learning? For example, does the institution have adequate record-keeping procedures to support assessment in a valid and reliable manner?
- What are the procedures for progression? How is students' progress monitored to ensure signs of difficulty or unsatisfactory performance are detected in good time? How are students kept informed of their progress before assessment? (e.g. is there an advisor of studies or effective learning system?)
- Does the institution engage Boards of Examiners and External Examiners?
- What are the institution's strategies for enhancement? Do they have a Quality Enhancement Plan (or equivalent)?
- In the case of research degrees, what are the details of the research programme; the study timetables; the nature and scale of supervision provided by the partner institution; the assessment procedures and thesis submission requirements?
- Has consultation taken place with the appropriate Professional Bodies (if relevant)?

### Articulation Arrangements (in addition to the above)

- Provide the name of the award for which advanced standing is given and the stage at which the students will be admitted.
- What are the qualifications/credits upon which advanced standing will be granted and their status (for example, is it self-validated, a national award, or validated by a recognised HE institution)?
- Please provide a mapping of the partner's programme/work experience to the IT Sligo programme and evidence that the students who have achieved the qualification or credits at the partner institution have attained the same standard as students studying the award at IT Sligo and entering the same stage of their studies. Where Intended Learning Outcomes are not completely matched will additional student support be required?
- The name of any School providing courses (in addition to the lead School)?

## RESOURCE AND STUDENT SUPPORT REQUIREMENTS

### Facilities

- Provision of module specific facilities and equipment to support the programmes (e.g. learning resources, IT equipment, specialist teaching accommodation [labs]).

- Provision of a self-contained office at partner HEI, suitably furnished and equipped (PC, internet, phone, fax, safe storage, [confidential] meeting space) for use by IT Sligo staff when on site.
- Is there adequate and appropriate space (and facilities) for teaching and learning? Are there adequate computing and library facilities to offer appropriate support to staff and students?
- Are existing equipment/other physical resources adequate both at IT Sligo and the partner institution(s)? How will sustainability be ensured beyond the lifetime of the arrangement?

### Staffing

- Can the development be resourced from within existing staff complement or does it need the recruitment of additional staff?
- Are there HR related issues to consider, such as relocation or recruitment of staff overseas? You should contact the Human Resources Manager for advice on any potential staffing implications.
- Are the partner institution's staff suitably qualified and experienced, and in sufficient numbers, in relation to the institution's existing and proposed academic portfolio? (e.g. do staff have Irish experience?)
- Is there a staff-training requirement and where is it proposed that this takes place?
- Under what form(s) of contract will staff be appointed? (e.g. part-time, permanent, outsourced)
- What are the arrangements for staff appraisal and recruitment?
- Is there provision for promoting innovation and development in teaching?
- Is there a compulsory induction programme for inexperienced teaching staff?
- How does research and professional activity underpin teaching?
- Can the institution provide the human and material resources to operate the collaboration successfully?
- Is there the required administrative staff capacity to support the collaboration within the School/SRC?

### Student Support

- What is the range of academic support services available in the partner institution? (e.g. English language support)
- What is the provision of non-academic campus facilities at the partner campus? (e.g. accommodation; sports facilities)
- Can the partner institution provide an appropriate and safe working environment for students on the programme?
- What are the arrangements for personal tutoring, tutorial and learning support and student welfare (including personal counselling, careers advice and support for students with special needs)?
- If appropriate, you must address any student support requirements prior to entry to IT Sligo. For example, are there any accommodation requirements? If so, has IT Sligo Students' Union been alerted to this in sufficient time?

### FINANCIAL ARRANGEMENTS

- You should ensure that you have addressed the percentage split associated with the arrangement as early as possible. This is an essential aspect of negotiation and should not be left till the end when a significant investment has already been made in time and resources. See Guidelines for Negotiation, Annex 2 to Appendix 3, for further guidance.
- Running costs should be shown in regular transparent reporting of accounts. Where these total costs of one Party deviate +/- 5% from projected costs these costs will be absorbed by the respective Party.



- Who collects tuition fees and how is the non-fee collecting partner paid their share (after costs)? e.g. by bank transfer within one month of the programme starting etc.
- By default fees can get fixed for the life of an agreement if annual increases are not stipulated within the agreements (this can sometimes be a problem if approval is going through a local Ministry of Education).
- If agreement is mutually terminated early due to low enrolments (especially in the first two years) – start-up costs will be split 50-50 between the two parties (+ how will these be calculated and shown in the Agreement?)
- If agreement is terminated early due to one Party deciding to withdraw (especially in the first two years) – start-up costs of the non-withdrawing Party will be covered 100% by the withdrawing Party (+ how will these be calculated and shown in the Agreement?)
- Separate arrangements for home and international student fees within the partner country: who sets them and are those fee differences controlled by a local Ministry of Education?
- Responsibility for and action to be taken for unpaid fees needs to be defined. Insisting that students cannot start the course unless fees are paid prior to the start of the course should avoid this problem (note – in some countries where such debt is illegal, this will not be an issue).
- How is risk being dealt with? Is ‘risk assessment’ covered in the Business Plan? Is there guaranteed income for IT Sligo? How visible are the costs?

## GENERAL

- Is there any known tax or legal implications associated with establishing a collaboration in the country in question? Is there a need to gain a local licence to trade?
- Living accommodation facilities for IT Sligo staff when on site: are there any, if so how accessible?
- Permission to have IT Sligo signage at partner campus.
- Are there immigration issues to consider?
- Where applicable a Joint Programme Committee may need to be established.
- What are the arrangements for successful operation, management and enhancement of the partnership?

## Annex 2 to Appendix 3 – Guidelines for Negotiation

*[Please note: some collaborative partnerships will be put in place for IT Sligo strategic philanthropic reasons and financial negotiation such as laid out below will not be applicable].*

For those members of staff who find themselves representing the University in the role of negotiator for joint delivery arrangements overseas you should remember that negotiating is a skill that does not come to all of us naturally and understanding the culture/s you are negotiating within is as important as having something to offer in the negotiating process. For example, in Irish culture it may not seem polite to discuss such an issue as sharing profits, in the initial stages of a project. However, to other cultures it seems odd not to address this aspect earlier in the process. The International Officer will be able to give guidance on cultural issues relevant to the country where the negotiations are taking place. You may also wish to consult one or more of the following references/resources:

1. R D Lewis, When Cultures Collide: Leading, Teamworking and Managing Across the Globe: [www.slideshare.net/sinauonline/leading-successfully-across-cultures](http://www.slideshare.net/sinauonline/leading-successfully-across-cultures)
2. F Trompenaars & C Hampden-Turner, Riding the waves of Culture: Understanding Cultural Diversity in Business: [www.provenmodels.com/580/seven-dimensions-of-culture/charles-hampden-turner-fons-trompenaars/](http://www.provenmodels.com/580/seven-dimensions-of-culture/charles-hampden-turner-fons-trompenaars/)
3. Gert Hofstede (country profiles): [www.geert-hofstede.com](http://www.geert-hofstede.com)
4. Country profiles: [www.kwintessential.co.uk/resources/country-profiles.html](http://www.kwintessential.co.uk/resources/country-profiles.html)

It should be noted that no two negotiations will be the same, but the basic technique is often very similar.

This document aims to give staff guidance on what they can offer and looks at the following main aspects:

- Percentage split guidance (on the remainder of income once costs have been accounted for);
- Arguments and Suggested counter-arguments;
- General costs (Costs to be built into the business model and which may form part of the leverage of the negotiation).

### Percentage Split Guidance

This is often the most difficult aspect of negotiation. You should ensure that it dealt with as early as possible in the discussions and should not be left till the end when one of the partners (usually IT Sligo) has invested time and energy in the project's assessment process.

The percentage split will vary with each arrangement and will be dependent on several factors such as:

- Intellectual property input/value/protection
- Development of programme/materials (if new)
- Delivery of credits/teaching time
- Supervision/tutorials
- Ranking and/or standing in league tables
- Financial contribution
- 'In kind'<sup>21</sup> contribution
- Responsibility for:
  - Student support
  - Administration

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<sup>21</sup> It is important to be aware that everything, including 'in-kind' contributions, have a real cost associated with it and these costs are included in the overall cost model. Your ability to deliver the 'in-kind' support may be based on other activities which could stop at any time and your cost model has to be robust in this eventuality.

- o Admissions

Online environment

Teaching accommodation

Financial and 'in kind' contributions are fairly easy to negotiate: 'financial' as mathematically it is uncomplicated if accounting is transparent and 'in kind' and *teaching time* as they involve drawing up a list to show how partners are sharing responsibilities. 'Ranking or standing' too can be relatively straightforward as it deals with comparison tables. However, intellectual property (IP) is far more difficult to quantify especially in relation to course materials, course design and quality of student experience. The following hypothetical scenario of a 70:30 split between two partners (IT Sligo and a TNE partner abroad [where delivery is in the partner]) should help clarify the point as the input from IT Sligo is a unique contribution whereas the partner's input is generic yet everything else is approximately equal. It should also be noted that 70:30 is the outcome and negotiation could start at 80:20 or even 90:10.

The percentage split for the following scenario is 70:30 in IT Sligo's favour

The percentage split for the following scenario is 70:30 in IT Sligo 's favour. Ranking of IT Sligo and Partner Institution	Approximately equal: IT Sligo = X in world ranking (in-country 20th), Partner Institution = 100 in world ranking (in-country 10th)
Financial contribution	50:50
'In kind' contribution	40:60 (partner contributing more with waiving teaching accommodation overheads)
Credits delivery/ teaching delivery time	50:50
IP value	IT Sligo delivers all key input for programme, partner university delivers all generic study/research skills and EFL courses + dissertation supervision

Negotiation Arguments	Suggested Counter Arguments
<i>If all contributions are equal - the percentage split of funds remaining after costs between partners should be 50:50</i>	This may be argued especially in the case where responsibility of delivering credits/teaching time are split 50:50. However only if the partner is contributing equally in terms of IP is the 50:50 split possible as it does not take into account the IT Sligo brand association and access to the IP (intellectual property) the overseas partner will be gaining.
<i>The IT Sligo normal international and/or home student fees are too high for the partner's country in general</i>	IT Sligo can offer a partner's discount – start negotiations at 5% or 10%, work through 15% and up to a maximum of 20% for 10+ students. Higher discounts are possible if larger numbers of students are involved: e.g. 10% for 1-9 students, 20% for 10 – 29, 30% for 30 – 49, 40% for 50+  <b>You should only negotiate a fee discount if you have delegated authority to do so (as agreed by the President).</b>

<i>The IT Sligo discounted student fees for this partnerships are too high to attract the partner's students</i>	The students will not be incurring travel and accommodation costs to come and study in Ireland to gain an Irish qualification as they are being taught in their home country.
<i>The IT Sligo discounted student fees are too high in relation to the partner's competitors</i>	The students will be gaining the IT Sligo brand recognition as well as an Irish qualification.
<i>The IT Sligo discounted fees are too high in relation to other Irish HEIs already delivering courses in the partner's country</i>	Ask the partner for detailed information about the fees of such Irish HEIs (home and international fees). Compare IT Sligo to the ranking of those Irish HEIs (IO can help with this). Where the ranking is similar to IT Sligo undercut the price of fees. Where the ranking is superior to IT Sligo undercut further.
<i>The start-up costs or the extra resource costs are too great</i>	Transparent accounting will enable partners to see what is being spent with an agreement to share such costs 50:50. Where there is 'inseparability' (e.g. library stock) or an imbalance in start-up costs is an issue, there will need to be a clause in the final Consortium Agreement to protect the relevant partner. There should also be a clause to limit the amount of costs (e.g. the respective partner takes on the full liability if they go over 10% on the proposed costs).
<i>The general running costs are too great</i>	Look at how you can make the operational model more efficient.

### General Costs

Later, after an initial exploratory visit/negotiation, when the business plan and the costing model for the project are being completed, you will need to consider the costs in the table below. However it is good to be aware of them from the outset as some of these items may become part of the leverage within the negotiation of financial and 'in kind' responsibilities.

<b>Start-up</b>	<b>Extra resources to enable the course to take place</b>	<b>Travel and accommodation</b>
<ul style="list-style-type: none"> <li>• New programme development and associated materials</li> <li>• Legal and Tax advice</li> <li>• Licence to Trade</li> <li>• Demand study</li> <li>• Initial marketing – including web costs and enquiry handling)</li> <li>• Launch event</li> <li>• Staff recruitment/staff relocation</li> <li>• Insurance costs (e.g. insurance for staff relocating overseas)</li> </ul>	<ul style="list-style-type: none"> <li>• Library stock</li> <li>• Software</li> <li>• Equipment</li> <li>• Computers</li> <li>• Lab consumables</li> <li>• Student trips</li> <li>• Property refurbishment</li> <li>• Staff employment</li> <li>• External speaker fees</li> </ul>	<ul style="list-style-type: none"> <li>• IT Sligo staff for initial investigative visit</li> <li>• IT Sligo Staff while teaching</li> <li>• IT Sligo staff attending graduation</li> <li>• External speaker visits</li> <li>• External Examiner visits</li> <li>• Annual review and Partnership Review visits</li> <li>• Staff room/office accommodation for visiting staff</li> </ul>

Academic Time	Administrative Time	Other
<ul style="list-style-type: none"> <li>• Teaching time</li> <li>• Tutorial time</li> <li>• Assignment assessment</li> <li>• Exam assessment</li> <li>• Dissertation supervision</li> <li>• Dissertation assessment</li> <li>• On-going updating of programme materials</li> </ul>	<ul style="list-style-type: none"> <li>• Admissions procedures</li> <li>• Fee collection</li> <li>• Bank transfer (to IT Sligo )</li> <li>• Tracking student progress, attendance and submission of work</li> <li>• Joint Board meetings</li> <li>• Video conference suite for Joint Board meeting attendance (IT Sligo staff)</li> <li>• Joint Board meeting administration</li> <li>• Assistance with student accommodation</li> </ul>	<ul style="list-style-type: none"> <li>• Licence to trade renewal</li> <li>• Tax declaration abroad</li> <li>• Annual marketing</li> <li>• Annual recruitment event</li> <li>• Access to Moodle</li> <li>• Online access to IT Sligo Library/databases</li> <li>• Payroll abroad</li> <li>• Staff Development</li> <li>• Teaching accommodation overheads</li> <li>• Production of degree certificates</li> <li>• Other costs associated with in-country graduation ceremonies (if appropriate)</li> <li>• Costs of Under Recruitment</li> <li>• Potential costs associated with currency fluctuations</li> <li>• Professional Body requirements (if applicable)</li> <li>• Institutional Approval Visit (if required by Collaborations Group)</li> <li>• On-going maintenance of facilities and equipment</li> <li>• Exit Costs – costs associated with the negotiation of withdrawal from the Agreement</li> <li>• Hidden Costs (e.g. real costs associated with ‘in-kind’ contributions)</li> </ul>

## **Appendix 4: Template of Memorandum of Understanding between IT Sligo and partner institution (s)**

Understanding made on the \_\_\_\_\_ day of [month] [year]

BETWEEN: Institute of Technology, Sligo, of Ash Lane, Sligo (hereinafter called 'IT Sligo') of the one part and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called '\_\_\_\_\_') of the other part.

WHEREBY IT Sligo and \_\_\_\_\_ agree a Memorandum of Understanding MoU) for the provision of a programme/s of study in \_\_\_\_\_.

**Scope:** This MoU provides clarification on the nature of the collaboration to ensure that the partners understand the relationship they are proposing to embark upon.

### **Understanding:**

- 1) The intended collaboration is in relation to the programme/s XXX
- 2) The Awarding body is:
- 3) The Quality Assurance procedures under which the programme/s will operate:
- 4) Both parties enter this collaboration with the intention of providing the optimal programme of higher education to students. This may include joint staff development and training initiatives.

### **IT Sligo Awards:**

- 5) It is the intention of the collaboration that the programme/s will be (e.g.) designed, developed and approved by IT Sligo, leading to an IT Sligo award. The programme/s will be delivered (e.g.) on the campus of both partners. The assessments will be scored using the IT Sligo marks and standards procedure.
- 6) The collaborative provision will be approved under IT Sligo programme approval processes, under Delegated Authority by QQI. The partner is expected to participate in the design and development process, in preparation for the approval, where appropriate.
- 7) The person responsible for overseeing the quality assurance of this programme at IT Sligo is the Registrar of IT Sligo and at (XXX) is YYY
- 8) Students will be registered on the collaborative programme as (e.g.) IT Sligo students and will be subject to IT Sligo regulations.

### **Joint Awards:**

- 9) It is the intention of the collaboration that the programme/s will be designed, developed and approved by both partners, leading to a joint award. The programme will be delivered on the campus of both partners. The assessments will be scored using a single, mutually agreed, marks and standards procedure.
- 10) Where the programme/s is/are developed jointly, both partners will participate in the design, development and approval processes. This approval process will be overseen by .

- 11) The person responsible for overseeing the quality assurance of this programme at IT Sligo is the Registrar of IT Sligo and at (XXX) is YYY.
- 12) Students may be registered as students of both partner providers. A single set of regulations under which the students will operate will be agreed between the partners.

***In All Collaborations:***

- 13) The partners commit in principle to ensure that students have access to the resources and supports required to undertake the programme at the location of delivery, including the completion of the assessment requirements;
- 14) The partners commit to adhering to the relevant quality assurance procedures of relevant Quality Assurance bodies;
- 15) This clause will clarify, where appropriate, the intentions in respect of student fees and financial arrangements;
- 16) This clause will clarify the intentions in respect of the separate and mutual liabilities and indemnities;
- 17) This clause will clarify the intentions in respect of intellectual property rights;
- 18) In all matters pertaining to this collaboration it is understood that:
  - a) use of each other's branded materials will be permitted only with the written consent of the other partner;
  - b) the data of partner organisations and of students will be managed under data protection legislation of Ireland;
  - c) Confidentiality in respect of partner information is maintained.
- 19) This MoU is valid for a period of (e.g.) 12 months or up to the signing of the Collaborative agreement, whichever is sooner.
- 20) Any amendments to this MoU will only be valid with the written confirmation of both partners.
- 21) Termination of this understanding by either partner must be in writing and will be required 4 weeks prior to the termination taking effect.
- 22) Any dispute of this MoU that cannot be resolved by the Chief Operating Officers of both organisations will be resolved through 3<sup>rd</sup> party, mutually acceptable, mediation. If legal action ensues between the partners, the matter will be processed through the Irish court.
- 23) All notices and communications in respect of the Agreement shall be sent by registered mail so the representatives and addresses below:

(Partner Name)

(Title)

(INSTITUTION)

(Address)

(Name)

Registrar, IT Sligo, Ash Lane, Co Sligo, Ireland



24) Modification, renewal, extension, waiver, cancellation or termination of this MoU or any provision herein contained shall not be valid unless made in writing and signed on behalf of the respective parties.

IN WITNESS WHEREOF the parties have hereunto affixed their seals.

PRESENT WHEN THE COMMON SEAL OF

THE \_\_\_\_\_ WAS AFFIXED HERETO:

Signature: \_\_\_\_\_

[Chief Operating Officer]

PRESENT WHEN THE COMMON SEAL OF

IT SLIGO WAS AFFIXED HERETO:

Signature: \_\_\_\_\_

Chief Operating Officers

## Appendix 5: Due Diligence Check List

### Risk Areas Associated with entering into a Consortium Agreements (see Annex 1 below for a risk assessment tool)

#### 1. Financial Risks<sup>22</sup>

Pertinent questions which may need to be considered in the context of a proposed collaborative arrangement include:

- a. Is the proposed partner organisation in good financial standing and financially stable?
- b. Does the proposed partner have the financial ability institutionally to discharge all responsibilities arising for it from the proposed collaboration for its duration?
- c. What are the financial contingency provisions of the proposed partner?
- d. Does the proposed partner have the financial ability to honour any indemnification agreements as appropriate?
- e. Does the proposed partner have the ability to enable completion of study by learners on cessation of the collaboration as appropriate?
- f. Does the proposed partner have appropriate safeguards in place against financial temptations which might compromise the quality and standards of any consortium agreement and, by extension, the academic integrity and reputation of IT Sligo?
- g. Private / 'distant' transnational / non-educational / non-academic partners (including employers): Are there any features of the ownership structure, registration / incorporation, or range of business activities and interests which may impact IT Sligo financially, legally and/or in terms of reputation if a collaboration was entered into?

#### 2. Legal Risks

The legal and statutory status of the potential partner/s must be established in advance of entering into any consortium agreement. Partner institutions are expected to be permanently established and should verify that they are legally entitled to enter into the agreement within Ireland or in another jurisdiction.

Questions which may need to be considered include:

- a. Is the proposed partner in good public and legal standing in its own jurisdiction?
- b. Does the proposed partner have the capacity in law to enter into an agreement regarding the envisaged collaboration with IT Sligo? Do other legal entities need to be involved, and what is the nature and extent of the necessary involvement?
- c. Are there any legal or statutory requirements on the proposed partner institution which might impact on the collaborative arrangement or on the recognition of any awards made?
- d. Are there any significant differences in the legal standing and entitlements of learners in the proposed partner institution (vis-à-vis their standing and entitlements in IT Sligo/Irish higher education institutions generally) which might impact the proposed collaboration?

#### 3. Political Risk

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<sup>22</sup> It should be noted that due diligence enquiries regarding financial risks at the institutional level cannot and must not replace appropriate programme-level quality assurance processes.

Where collaborative provision involves provision outside of the Republic of Ireland, a full analysis of the socio-political and educational environment of the country involved should be undertaken. This analysis will include contact with appropriate Quality Assurance agencies, ministries of education and other sources in order to ascertain the operating environment. The following questions may need to be considered:

- What are the pertinent national legal and regulatory frameworks under which the proposed partner institution operates? What implications do these frameworks have for the envisaged collaboration? Are there legal impediments to IT Sligo providing a collaborative programme in the country/jurisdiction of the proposed partner provider? Is a licence or permission required from relevant national authorities?
- Will IT Sligo be able, in the context of the envisaged collaboration, to operate within the legislative and cultural requirements of the country in question while still addressing the requirements and legitimate expectations of the academic, regulatory and cultural frameworks within which it operates by law and custom?
- Are there any reports from international organisations e.g. OECD, Economic Intelligence Unit on other such collaborations with this organisation or country.
- Are there any reports or conditions from the Department of Education, Department of Foreign Affairs, QQI, etc. regarding collaborations with this organisation or country.
  - a. Employers: What are the implications of a termination of employment for the legal standing of the work-based learners and for their ability to complete a collaborative programme and receive the award?
  - b. In addition to the above, the following documents will be sought from the proposed partner: set of Annual Accounts for three years; details of professional Indemnity insurance cover.

#### **4. Operational Risks**

Questions which may need to be considered include:

- a) What is the evidence/track-record that the proposed partner is capable of providing the facilities required to deliver the collaborative arrangement.
- b) Are there any circumstances in the operational environment of the proposed partner which may impact significantly on the operation of the collaborative arrangement or on the safety and well-being of the learners and staff members involved?

#### **5. Academic Risks**

Due diligence enquiries regarding academic risks at the institutional level cannot and must not supplant the necessary programme-level quality assurance processes.

Questions which might need to be considered in an assessment of academic risks at the institutional level include:

- a. Is the proposed partner in good academic standing within its own country and internationally? Is the proposed partner a recognised QQI provider.
- b. Are the educational mission, ethos, objectives and methods of the proposed partner sufficiently compatible with those operated in IT Sligo to allow for a successful collaboration?

- c. What are the experience, availability and qualifications of partner institution staff who will be teaching on programmes (where relevant)?
- d. Transnational collaborations: Does the proposed partner have current recognition and validation at the appropriate level with the relevant national regulators/statutory bodies and quality assurance agencies, both institutionally and in the specific discipline area(s) targeted by the envisaged collaboration?
- e. Transnational collaborations: Are there any linguistic or cultural issues (e.g. lack of a sufficient level of mutual linguistic or cultural proficiency of the relevant staff in each partner institution) which might impact on the quality of the education or the standards of the awards of a collaborative programme?
- f. To support and substantiate this investigation, other information will be sought as follows:
  - a review of the proposed partner institutional website;
  - a review of FETAC, QQI, QAA (in the UK) and appropriate other websites to investigate whether there have been any reports relating to the proposed partner;
  - where applicable, the International Office will seek information from appropriate organisations in Ireland and abroad about the standing of the proposed partner and whether they have any existing collaborations with other Irish HEIs;
  - data protection requirements with regard to ensuring appropriate exchange of student data between the partners and for submission to required regulatory and awarding bodies, as requested from time to time. The proposed environment is one in which human rights can be respected and the ethical values of the institution upheld (has the institution clear ethical values?);
  - 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?);
  - partner staff are appropriately qualified and experienced;
  - the pedagogic style of the partners incorporates good practice;
  - the partners have peer relationships with the broader community of higher education and training;
  - the partners can demonstrate an understanding that higher education and training is a collegial, international endeavour;
  - the partner has described and listed all formal collaborations with other higher education institutions or organisations;
  - the partner has the human resource capacity to allocate staff on an appropriate basis for the management of the 'branch campus' and /or the provision of the proposed programmes;
  - there will be receiver-country recognition of awards made;
  - support services for learners are capable of being provided on a comparable basis to those available to learners at IT Sligo's main location or in Ireland generally;
  - as awards made under Ireland's National Framework of Qualifications are intended to promote mutual recognition and confidence in the learning outcomes attained - it is important that other awards or accreditation offered through the partners are recognised by reputable bodies.

## 6. Reputational Risks

Many of the academic, financial and legal risks arising may also have implications for the reputation and good standing of IT Sligo if a collaboration was entered into.

Questions which might need to be considered in an assessment of other reputational risks include:

- a. Are there any aspects of the proposed partner's profile, activities, or interests which might constitute a risk to the reputation and good standing of IT Sligo?
- b. Are there any aspects of the proposed collaborative arrangement which might constitute a risk to the reputation and good standing of IT Sligo if the collaboration was entered into?

### Site Visit

A visit to the prospective partner institution is required to be undertaken by, at least, an appropriate member of staff of the relevant School or Department and also by a member of the Registrar's and/or Secretary/Financial Controllers Office. Other staff, may from time to time, accompany them. Many of the items outlined above can be reviewed using documentary evidence and the visit will be concerned primarily with the capability of the proposed partner to deliver on the academic programme. A list of the documents required is provided in Annex 2 below. The visit may be used to explore in more depth and/or provide clarity if required on the following:

- a. the quality of the teaching and learning facilities in relation to the proposed programme(s), including library and IT resources.
- b. key teaching and other staff, where relevant;
- c. consideration and discussion of a range of academic issues relating to the consortium agreement, including:
  - i) the partner institutions' existing quality assurance arrangements;
  - ii) arrangements for managing the consortium agreement (including the committee structure);
  - iii) proposed quality assurance arrangements for the programme(s), including Annual Programme Reports and future Periodic Review and Revalidation;
  - iv) arrangements for seeking the views of students (representation and evaluation);
  - v) assessment arrangements, including External Examiners;
  - vi) student complaints and appeals procedures;
  - vii) student welfare support and facilities;
  - viii) admissions arrangements, including admissions criteria, English language provision (where appropriate) and the minimum and maximum size of a cohort;
  - ix) arrangements for marketing of and recruitment to the programme (including website and publicity material);
  - x) staff training and development, and staff appraisal;

- xi) where appropriate, an observation of teaching;
  - xii) where appropriate, meeting a group of existing students.
- d. In the case of transnational collaborations, the visit will also provide an opportunity to evaluate socio-political and cultural issues that may impact on the collaboration.

#### **Appendix 5: Annex 1:- sample risk assessment tool<sup>23</sup>**

##### **Student language**

Irish, UK or overseas; English first language	1
Irish, UK-based: English second language	2
Overseas: English second language	3

##### **Cultural and educational context**

Ireland	0
UK	1
EU (Socrates/Erasmus)	1
Other European	2
Other	3

##### **Partner's status**

IoT/University/polytechnic, PG	1
IoT/University/Polytechnic UG	2
Publicly-funded FE college	3
Private college/institution	3

##### **Partner's strength**

Large well-resourced	1
Small well-resourced	2
Any size with limited resources	3

##### **Role of partner**

Administrative centre (for distance or e-learning)	1
Learner support centre (for distance or e-learning)	2
Teaching centre (franchised programme)	2
Teaching centre (validated programme)	3

##### **Partner's expertise in this field**

Programmes at this level	1
Programmes at lower level	2
No experience in this field	3

##### **Partner's previous collaboration with Irish HEIs**

At this level	1
At lower level	2
None	3

##### **Home School's Experience of Collaboration**

Overseas and local	1
Local	2
None	3

<sup>23</sup> Adopted from U of Manchester <http://documents.manchester.ac.uk/display.aspx?DocID=4701>

**Home School's track record on quality**

Very secure	1
Secure	2
Less secure	3

**Programme**

Established collaborative programme	1
Established at IT Sligo only	2
New programme	3

**Award level**

Level 6 & 7	1
Level 8	2
Level 9 & 10	3

**Add up the individual scores:** 1= low risk; 2= medium risk; 3= high risk

**Assess the overall score as follows:** <19 potentially low risk; 19-26 medium risk; >26 high risk



**Appendix 5: Annex 2: Due Diligence Checklist**

<b>Name of proposed collaborative institution/organisation</b>	
<b>Nature of proposed collaborative arrangement</b>	
<b>Proposed programme/module</b> (If the proposed party is to offer module (s) as part of an existing IT Sligo programme, please state the name of the programme involved and the proposed number of modules to be provided by the collaborative party).	
<b>School</b>	
<b>Academic lead of the proposed collaboration</b>	

Documentation required by Due Diligence committee:

1. Application Form
2. Venue Specification and Endorsement Form
3. Costings Pro-forma
4. Risk Assessment Form
5. Learning Resources Self-assessment Pro-forma
6. Copy of institution's mission statement (or similar)
7. Copy of institution's annual accounts
8. Copy of institution's equality and diversity statement

**Information required for a proposed collaborative arrangement**

<b>Area to consider</b>	<b>Documentation required</b>	<b>Collected/Date</b>	<b>Comments</b>
Strategic Plan – does it fit in with that of IT Sligo; is it realistic?	A copy of the partner institution(s)/organisation's Strategic Plan.		
Type of partner institution(s)/organization(s) (PLC,	Statement on the position of the proposed collaborative party.		

multinational) and scale (number of people employed).			
If applicable the levels and type of insurance held by the partner institution(s)/organization (s).	A statement outlining the proposed collaborative parties' insurance.		
What is the legal status of the proposed partner institution/s? Any recent legal judgments against the institution/organisation or any pending legal action against it. In which jurisdiction is the proposed party based; will agreements be governed by UK or overseas law?	Confirmation that this has been considered and a summary of key findings.		
Founding documents – charter, statutes, business licence, permit, certificate of incorporation.	Copies of founding documents.		
Are there any international accreditation requirements?	A statement of any international accreditation requirements that might be needed.		
If applicable does the local law/cultural environment have any constraints on operations enacted by the proposed partner institution/s and/or by IT Sligo within the collaboration?	A short statement outlining any legislation/cultural constraints that may affect the development of the relationship such as any government approvals/conditions		
Structure/background of the partner institution/s including collaborative arrangements and the effect of local law	Diagram of the structure or statement detailing its structure and background.		
Does the partner institution/s have any other affiliations or	A short statement outlining any potential issues.		

relationships that might be of concern? Are there any other political/ethical issues associated with the partner institution/s of which IT Sligo should be aware of?			
QQI judgments or equivalent.	A copy of the institution's latest Institutional Audit Report by the QQI or equivalent.		
National and international recognition.	Where possible confirmation of the partner institution's position in league tables such as: <ul style="list-style-type: none"> <li>• Times Higher Education</li> <li>• World University Rankings</li> <li>• QA World Rankings Academic Ranking of World Universities (ARWU)</li> <li>• The Times Good University Guide</li> <li>• The Guardian University Guide</li> </ul> If the proposed collaboration is at subject level, subject level rankings should also be provided.		
Does the partner institution have policies/strategies on equality and opportunity, health and safety, staff development, complaints, library and IT policy/strategy, teaching and learning strategy, admissions?	Copies of institutional policies.		
Resources to deliver the proposed programme – to include as appropriate laboratory and teaching facilities, IT and Library	A site visit should be undertaken by members of IT Sligo not involved with the School proposing the programme who should make a report of the visit. A Due Diligence		

support, student accommodation and social/sports facilities.	Checklist for Library and Learning Resource Provision should be used to aid with the evaluation of collaborative parties' resources.		
Student services/support on counseling, dyslexia, careers, student union, placements,	Statement on proposed parties' student services/support structure and procedures.		
Administrative arrangements for admissions, registration, assessment, marks entry, graduation.	Statement on proposed arrangements.		
Marketing arrangements and intellectual property rights.	<p>Statement on proposed arrangements. Ensure the party receive the following guidance forms:</p> <ul style="list-style-type: none"> <li>• Website and Printed Publication Protocol</li> <li>• Corporate Identity Guidelines</li> <li>• Corporate Provision Visual Identity Guidelines</li> </ul> <p>The Corporate Identity Form should be completed and signed by the proposed party and then approved and signed by the Executive Committee. The original should be filed in the Quality Assurance Office.</p>		
Grounds for/consequences for ending the agreement and resolution of disputes and law/jurisdiction	Statement on proposed arrangements		

<p>If applicable a meeting with students.</p>	<p>Statement on student responses to:</p> <p>Why did the students choose the partner institution(s) and what did they like most about studying there?</p> <p>How did the students find their experience of studying at the partner institution(s)?</p> <p>Has studying at the institution met with their expectations?</p> <p>Do students know who to approach if they have any problems/issues?</p> <p>How have the students found the resources at the partner institution(s)?</p> <p>How did the students find the student support/activities at the partner institution(s)?</p> <p>Would the students recommend the partner institution(s) to friends?</p>		
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**Appendix 6: Template for Consortium Agreement**

**CONSORTIUM AGREEMENT**

**BETWEEN**

**Institute of Technology, Sligo**

**AND**

**[NAME OF PARTNER/S INSTITUTION]**

**DATE**

## **1. Commencement and Duration of Agreement**

1.1 This AGREEMENT made on the \_\_\_\_\_ day of [month] [year]

BETWEEN: Institute of Technology, Sligo, of Ash Lane, Sligo (hereinafter called 'IT Sligo') of the one part and \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called 'XXX') of the other part.

WHEREBY IT Sligo and \_\_\_\_\_ agree a Consortium Agreement for the provision of programme/s of study in \_\_\_\_\_.

1.2 The duration of this agreement is five years in the first instance.

1.3 (For existing partners) This agreement replaces all previous agreements relating to The Consortium which are hereby declared null and void.

## **2. Scope of This Agreement**

2.1 This document records an agreement between IT Sligo and XXX to develop an institutional relationship whereby the two parties recognise each other as partner institutions. The relationship is seen as being of benefit to both institutions and to their students.

2.2 This agreement recognises all parties as independent institutions/legal powers/etc..

## **3. Legal Jurisdiction**

This agreement will be interpreted in accordance with the laws of Ireland.

## **4. Aims of the Consortium**

4.1 The aims of Consortium are consistent with IT Sligo's Strategic Plan and with the aims of XXX:

- To widen and increase access to Higher Education;
- To meet an identified regional need for Higher Education;
- To enhance the learning opportunities and student experience for students from both institutions;
- To provide greater opportunities for students to pursue flexible programmes of study;
- To develop a Consortium leading to shared and integrated programme developments;
- To identify progression routes between academic programmes provided at the partner/s and IT Sligo's educational facilities;
- To provide high quality education and training provision which builds on the strengths of both parties ( and allows development in allied areas);
- To provide developmental, scholarly and research opportunities for staff and benefit from complementary areas of expertise.

## **5. Status of the Agreement**

5.1 It is agreed by IT Sligo and XXX that this Agreement is legally binding and that a breach of the Agreement by any of the parties may lead to its termination under clause 17.

5.2 Prior to the production of this Agreement, all parties have exchanged a range of information about their respective institutions which, in signing this Agreement, they



confirm to be accurate. Where any changes to this disclosed information affects the terms of the Consortium or any subsequent provision of educational provision, the parties undertake to immediately inform each other and agree amendments to this Agreement to reflect such changes.

5.3 It is acknowledged that IT Sligo and XXX may enter into other agreements with Higher Education institutions and that this Agreement is not intended to be an exclusive arrangement.

5.4 The Agreement is based on the approval by IT Sligo of the consortium to act as a partner institution/s to run programmes leading to awards of XXX.

5.5 It is confirmed under the terms of this Agreement that any collaborative provision approved and awarded by IT Sligo will not be offered elsewhere by XXX in any 'serial arrangement'.

## **6. Scope of Educational Provision**

6.1 The educational provision developed through this Consortium Agreement may include the following:

6.2 Progression: a consortium arrangement whereby a programme owned and provided by a partner/s and leading to a recognised Higher Education qualification (under that country's qualifications authority) is formally recognised by IT Sligo as appropriate for meeting entry or advanced standing into one or more IT Sligo awards (see Articulation Agreement, Appendix 1 – Glossary - for a more complete explanation).

6.3 Articulation: a consortium arrangement whereby a programme owned and provided by a partner/s and leading to a recognized a Higher or a non-Higher Education qualification (under that countries qualifications authority) is formally recognised by IT Sligo as appropriate for meeting entry or advanced standing into one or more IT Sligo's awards (see Articulation Agreement in Appendix 1- Glossary - for a more complete explanation).

6.4 Validation: the process by which an awarding body will satisfy itself that a learner may attain knowledge, skill or competence at a specified level on the National Framework of Qualifications for the purpose of an award made by the awarding body. Validation also implies that the provider has the quality assurance procedures and services to provide the programme to a national standard. Validation is one of the functions of QQI under the Qualifications Act, and they may delegate authority to validate awards to a provider. The validation process is typically completed with certification that the award is validated either by, or under Delegated Authority from QQI (see Validation and Delegated Authority in Appendix 1 – Glossary – for a more complete explanation).

6.5 Joint award: is a higher education qualification issued jointly by at least two higher education institutions or jointly by one or more higher education institutions and other awarding bodies, on the basis of a study programme developed and/or provided jointly by the higher education institutions, possibly also in cooperation with other institutions'. A joint award may be manifested in a single diploma (parchment/certificate) or in multiple diplomas (parchments/certificates, i.e. a dual/multiple award). A dual award would arise where IT Sligo provides a programme leading to separate awards being granted by both itself and the partner/s Institution(s) (see Joint Awarding in Appendix 1 – Glossary – for a more complete explanation).

6.7 Off-site Provision: IT Sligo credit-bearing modules or courses provided by HEI staff outside HEI premises in conjunction with a partner/s who provides (in addition to premises and equipment) resources and/or student or administrative support that is integral to the student learning experience (see Off-site Provision in Appendix 1 – Glossary – for a more complete explanation).

7. **Principles governing the provision of programmes at or by the consortium leading to HEI awards and/or credit**

7.1 These principles apply to all provision defined under clause 5 above.

7.2 Each programme of study leading to an Award and/or credit of IT Sligo will be the subject of a separate Programme Agreement which will be appended to this Consortium Agreement (see Appendix 5, see Annex 1). This will include any validation/differential validation processes.

7.3 IT Sligo will provide to the consortium all policy and procedural documentation governing the development and provision of its programmes and undertakes to provide updated versions of these as and when they are produced.

7.4 The partner/s will draw to the attention of students enrolled with the partner/s on programmes leading to awards and/or credit of IT Sligo all relevant documentation relating to their programmes and inform them of the nature of the contract between the two institutions.

7.5 Each programme approved by IT Sligo to be offered by or at the partner/s facility will be managed on behalf of IT Sligo by the appropriate HEI Institute which will provide advice and guidance on all matters regarding the development, operation and provision and quality management of the programme.

7.6 For a programme leading to a joint award all regulations and provisions governing the validation, operation, quality assurance and learning experience of the programme leading to the joint award will be specified, as outlined herein, and will also include:

- a. A specification of the Marks and Standards and any other regulations governing assessment and examination;
- b. Procedures and processes for programme management, operation and quality assurance (including appropriate mechanisms for the involvement of learners);
- c. Examination appeals procedures and disciplinary processes;
- d. Entitlement of learners on the programme leading to the joint award;
- e. Provisions and operating procedures for access, transfer and progression, including the recognition of prior learning where applicable;
- f. Provisions regarding programme learning resources and learner supports where applicable;
- g. Delivery systems where applicable;
- h. Exit arrangements that protect the learner, and

- i. Any other pertinent provisions referenced by QQI guidelines on drafting Consortium Agreements for collaborative programmes which have not been covered in the Joint Awarding Agreement.

## **8. Quality Assurance**

- 8.1 IT Sligo is ultimately responsible for the quality assurance of any programmes leading to awards or credits of IT Sligo. The partner/s is required to adhere to IT Sligo's quality assurance and enhancement procedures, to co-operate with IT Sligo in meeting the requirements of its Quality Assurance procedures and to assume daily responsibility for quality management where appropriate.
- 8.2 IT Sligo's Quality Assurance procedures are set down in its Quality Assurance Manual and have the following constituent principles:
  - All programmes must be approved by IT Sligo in accordance with its procedure and all conditions arising from the programme approval process must have been met before the start of the programme. This includes any differential validation requirements arising due to the collaboration.
  - Any specific arrangements for quality assurance will be agreed at programme approval/validation and set down in this Agreement. This Agreement will also specify the individuals at the partner/s responsible for producing Quality Assurance information.
  - Any changes to the terms of programme approval must be approved through standard processes.
  - All programmes will be subject to the monitoring and review processes articulated in the applicable award standards and the partner/s will produce at the appropriate times the documentation for these processes.
  - All programmes must be designed and offered in a way consistent with the National Framework of Qualifications of Ireland and any relevant Award Standards and with due consideration of the requirements of any professional body where relevant
  - The text for the additional information section on the European Diploma Supplement will be agreed and recorded in the agreement.

N.B. There may be further points to add here specific to particular institutions e.g. representation on the IT Sligo Academic Council or Programme Boards.

- 8.3 Detailed arrangements for the quality management of collaborative provision will be set out in the Programme Agreement (Annex 1), including any programme specific arrangements agreed at programme approval.

## **9. Assessment**

- 9.1 The regulations governing the assessment of programmes delivered under the consortium will be in accordance with the programme approval conditions and marks and standards as agreed in advance in the Programme Agreement. These will include regulations relating to scoring, examination boards, external examining, late and non-submission of work, mitigating circumstances, cheating and appeals and failure and re-assessment.

9.2 Any changes to assessment of students shall be approved in advance of the commencement of the relevant module by IT Sligo according to the procedures set out in the institute's Quality Assurance Manual.

9.3 Detailed arrangements for the scheduling of assessment of collaborative provision will be set out in the Programme Agreement (see Annex 1 attached).

## **10. Staffing**

10.1 All partner/s staff teaching programmes under this agreement must be approved either by IT Sligo at programme approval or by the President of IT Sligo prior to the commencement of teaching duties.

10.2 The partner/s will enable staff contributing to the provision of any programme to engage in scholarly activity and to attend relevant staff development sessions at IT Sligo and/or elsewhere; to support the sharing of good practice and the development of expertise in Higher Education.

## **11. Student Complaints and Appeals**

11.1 Any complaint received by IT Sligo relating in whole or in part to the consortium will be subject to IT Sligo's Student Complaints Procedures.

11.2 IT Sligo will not deal with any complaint against a partner/s if legal proceedings have been commenced in relation to that complaint, and will continue to so decline until legal proceedings have been fully ended.

11.3 A student wishing to appeal against the outcome of an assessment board must do so in accordance with the Review, Recheck and Appeals Procedures of IT Sligo.

## **12. Financial Arrangements**

12.1 The financial arrangements to be made between IT Sligo and the partner/s will be included in the Programme Agreement drawn up for each programme provided in the Consortium Agreement. Target setting and specific funds allocated will be identified on a yearly basis and confirmed by IT Sligo in writing.

12.2 For other services provided by one party to the other, a financial arrangement will be negotiated separately.

## **13. Publicity and Marketing**

13.1 IT Sligo and the partner/s agree to use all reasonable endeavours to promote the reputation of the other and, in particular, to promote the collaborative provision and activities developed through this Agreement.

13.2 External advertising and publicity (including web-based marketing), relating to the programmes developed under this Agreement will be jointly agreed between IT Sligo and the partner/s. All marketing material produced by the partner/s will be forwarded by the partner/s to the relevant IT Sligo designated contact person for approval prior to dissemination.

13.3 No trade marks, logotypes, kite marks, symbols or other emblems owned or awarded by the IT Sligo may be used by the partner/s on any advertising without prior written permission from IT Sligo or vice versa.

#### **14. Intellectual Property Rights, Copyright and Data Protection**

- 14.1 All intellectual property rights including copyright of teaching materials developed for programmes provided through the Consortium will remain the property of the partner/s responsible for their development. In the case of joint courses, intellectual property rights will be jointly held for the duration of the related Agreement and must not be used by either partner/s in any other context without permission.
- 14.3 In the event of the Consortium Agreement being terminated, intellectual property rights for all teaching materials will revert to the partner/s responsible for their development.
- 14.4 IT Sligo and the partner/s will make arrangements to ensure that conditions of personal data holding and transfer conform to the Data Protection requirements..
- 14.5 In signing this Agreement, approval is hereby given by the partner/s and IT Sligo for appropriate institutional and programme information to be available for public access via the Internet as required by the external regulatory bodies and other similar national organisations.

#### **15. Date of Review**

- 15.1 IT Sligo will review the Consortium Agreement in the fifth year of its operation. The review for this Consortium Agreement will be completed by May 20XX. If re-approved, an updated Agreement will be issued, normally for a further five year period.

#### **16. Limitation/Exclusion of Liability/Insurance**

- 16.1 The partner/s undertakes to indemnify IT Sligo for any liability, to a maximum of €xxxx per claim or series of claims arising from any one cause, which arises from the partner's negligent actions or omissions falling upon IT Sligo. Similarly, IT Sligo undertakes to indemnify the partner/s for any liability, to a maximum of €xxxx per claim or series of claims arising from any one cause, which arises from IT Sligo's negligent actions or omissions falling upon The partner/s.
- 16.2 Such liabilities relate to all actions, claims, demands, costs and expenses incurred by or made against IT Sligo or the partner/s, The State, its servants or agents in respect of any loss or damage or personal injury (including death) which arises from anything done or omitted to be done under this Consortium Agreement to the extent that such loss, damage or injury is caused by the negligence of either party, its employees, servants or agents.

#### **17. Termination**

- 17.1 After the first year of operation, either party may withdraw from this agreement by giving the other party one academic year's notice (the period September to June being deemed to be an academic year for these purposes) in writing of the termination of the Agreement, subject to proper arrangements being made and agreed by both parties for the completion of programmes then underway. Notice of termination shall be addressed to the President of IT Sligo or the Chief Executive or equivalent of the partner/s.
- 17.2 In the event of a breach by either partner/s of the terms of this agreement (see Clause 3 above), IT Sligo or the partner/s may give immediate notice of its intention to terminate the Agreement at the end of the academic year during which the breach occurs and will negotiate with the other partner/s proper arrangements for the completion of programmes

under way. Prior to taking such action, the partner/s concerned will investigate the breach with the other partner/s to ascertain whether the situation can be remedied.

- 17.3 Should either party to this agreement be prevented by circumstances beyond its control from fulfilling its obligations, this agreement may be suspended by the mutual consent of both parties, subject to proper arrangements being made for the completion by students of programmes on which they are enrolled. These arrangements will be confirmed by exchange of letters between the signatories to this agreement, or their appointed successors and recorded in accordance with the relevant procedures of IT Sligo. Should the circumstances which led to the suspension of the agreement persist and be considered sufficient to continue to frustrate the operation of the agreement, the agreement will be terminated subject, as above, to proper arrangements being made for the completion by students of the programmes on which they are enrolled. The financial arrangements required to enable the students to complete their programme of study will be mutually agreed within the funding available to the parties to this agreement.
- 17.4 Notification to terminate this agreement by either partner/s, will result in the immediate review by IT Sligo of any annexed Programme Agreements.

## **18. Disputes**

- 18.1 The parties will seek to resolve any dispute by negotiation and correspondence that, if necessary, will involve a representative of the Executive Committee at IT Sligo and a senior member of the partner/s. In the event that a dispute cannot be so resolved, the parties agree to attempt to resolve the matter through a formal mediation.
- 18.2 In the event that the matter cannot be resolved by negotiation or mediation as set out above it will be sent to..... (Ireland/Switzerland/The Hague)

**Agreed on behalf of [NAME OF PARTNER  
INSTITUTION(s)]**

**Agreed on behalf of IT Sligo**

**[NAME OF PRINCIPAL/CHIEF EXECUTIVE]**

**[POSTHOLDER'S TITLE]**

**Date**

**Date**

## Appendix 6 Annex 1: Checklist for the Programme Agreement

Detailed arrangements of collaborative provision will be set out in the Programme Agreement, including any programme specific arrangements.

The following is a check list of what needs to be included in the Programme Agreement:

- a. The awarding body or bodies including the necessary awarding agreements;
- b. requirement for partner providers to participate in the collaborative programme validation/differential validation process as required because of the collaboration or as required by the relevant awarding bodies and to comply with any conditions that are attached to a review-of the validation;
- c. a statement that the partners will abide by the conditions and recommendations of the validation/differential validation Panel.
- d. establish quality assurance procedures for the collaborative programme and require partner providers to cooperate and participate in each other's quality assurance procedures and in related quality evaluations whether internally or externally organised, while ensuring that quality assurance procedures applying to the collaborative programme are recognised as meeting the national requirements in each partner provider's country;
- e. provide for the relevant awarding bodies to monitor the quality and standards of the programme and associated services;
- f. require, and provide for, the partner providers as appropriate to jointly contribute to the provision of the programme, including the provision of the necessary resources (see check list below 7);
- g. specify the regulations (recruitment, access and admission, academic standard, transfer, progression, assessment, appeals, complaints etc.) that apply to learners or prospective learners concerned while ensuring that the procedures for access, transfer and progression determined by the National Qualifications Authority of Ireland are implemented;
- h. specify in detail the rights and entitlements of learners (including necessary learner support services) at each of the partner provider sites and how the relevant services will be delivered and how access to same by learners should be assured;
- i. deal explicitly with the provision of, and access by learners to, human and material resources;
- j. specify in detail (with explicit rationale based on the learning outcome standards required by the awarding body or bodies and any other requirements needed for approval) the programme assessment strategy and learner assessment procedures for the programme and the conditions under which an award will be recommended and provide for the appointment of external examiners;
- k. collect and maintain the information required by external quality assurance agencies and produce a Europass Certificate/ Diploma Supplement with complete information about the ECTS credits earned on the collaborative programme;



- l. require that partner providers will encourage and make provision for cooperation between their staff in respect of the programme;
- m. deal with intellectual property rights relevant to the collaboration.
- n. programme recruitment, publicity and marketing materials for collaborative programme may be produced by the Institute or by the partner institution, or both, subject to the conditions in the agreement. Advertising and recruitment for the programme should not, however, formally begin until the agreement has been finalised and signed by the President and partner institution.
- o. the Registrar's Office at IT Sligo will maintain oversight of the advertisement of collaborative programmes. At regular intervals, the content of relevant websites and printed material will be verified.
- p. the Registrar's Office at IT Sligo will work in consultation with the School and the partner institution to devise an operational handbook which will detail all operational and quality assurance procedures, and forms part of the formal agreement. This should ideally be completed before recruitment begins but should be in place before the first students are enrolled. The Provider's Handbook should be reviewed annually.
- q. For those programmes which are subject to regulations by professional or statutory bodies, scrutiny should include consideration of specific requirements for progression, and in some instances an articulation agreement may not be possible.
- r. Where relevant (i.e. agreements leading to the enrolment of international students either in Ireland or in another jurisdiction) the requirements of the IHEQN 2009 Provision of Education to International Students, Code of Practice and Guidelines for Irish Higher Education Institutes will be adhered to.
- s.

### Resource Requirements

The following is a check list of the resources required for programme delivery:

IT Sligo will need to satisfy itself that the resources provided by the consortium meet the learning needs of the programme, as validated. This includes insuring that:

- a) The teaching staff are capable of delivering the validated programme, and are:
  - experts in their fields of learning
  - appropriately trained in the required pedagogical techniques
  - aware of the quality assurance requirements pertaining to the programme
  - familiar with the conditions and requirement of the collaborative provision arrangements
- b) the learning resources provision is consistent with:
  - learning supports for the curriculum
  - the teaching, learning and assessment strategy
  - the intended learning outcomes



- the needs implied by the learner profile
- and that there are effective arrangements for maintaining, replacing and updating resources, including internal and external liaison and co-ordination where necessary.
- c) the library services are available, accessible and appropriate in terms of:
- the requirements of the curriculum, the teaching, learning and assessment strategy, and the intended learning outcomes.
  - the book and periodical stock, on-line data bases, directed learning material, study space and other learning support facilities.
  - the arrangements for learner induction, opening hours and user support.
  - effective liaison between the module staff and library services.
- d) the equipment and IT facilities are available, accessible, and appropriate in terms of:
- the requirements of the curriculum, the teaching, learning and assessment strategy, and the intended learning outcomes
  - general and specialist equipment (including effective booking systems)
  - open-access and independent learning facilities
  - learner induction, training and user support
  - learning materials, including the teaching and learning technologies
  - effective liaison between the module and technical staff/IT services
- e) the teaching/learning and social accommodation is available and appropriate in terms of:
- the range and layout of general specialist accommodation (lecture, seminar, tutorial, studios, laboratories)
  - social, dining and recreational facilities
- f) the technical and administrative support is available and appropriate in terms of:
- sufficiency
  - effective liaison between the academic and support staff
  - staff development opportunities

### **Areas Requiring Particular Attention in the Context of Distance and e-Learning Programmes**

Aspects which may require particular care and attention in the context of a programme delivered predominantly or exclusively through blended, distance or e-learning mechanisms include, but are not limited to:

- a. Adequate learner guidance on the specific requirements of distance learning modes e.g. with regard to time management, required technologies and technical competences, communication modes and protocols, and participation in individual or group activities;
- b. Clear learner guidance regarding periods of required or optional attendance at scheduled onsite events;

- c. Minimum and optimum levels of technology available to learners;
- d. Appropriate mechanisms and timeframes for learner familiarisation with, or training in, the relevant technologies (remotely or locally);
- e. The provision and scheduling of adequate academic, technological and pastoral learner supports (remotely or locally);
- f. The provision and scheduling of adequate opportunities for learner feedback on the programme (remotely or locally);
- g. The quality of distance learning materials;
- h. Adequate mechanisms for timely formative assessment and constructive individual feedback on student performance;
- i. Clear learner guidance on the expectations for summative assessment;
- j. The robustness and security of remote delivery systems for programme and assessment materials, and the provision of alternative delivery formats in case of a failure of the principal system;
- k. Adequate mechanisms to confirm safe receipt of programme and assessment materials;
- l. Adequate mechanisms for proper attribution of remotely delivered student work and for the prevention and detection of malpractice;
- m. The assurance of adequate skills levels for staff involved in programme delivery, assessment, support and quality assurance, including appropriate technical competence and, where relevant, pedagogical expertise; and
- n. Robust and workable quality assurance protocols and mechanisms.
- o. For further guidance on the collaborative provision of distance and e-learning programmes, the code of practice for collaborative provision and flexible and distributed learning published by the UK's Quality Assurance Agency for Higher Education (QAA) is a useful reference<sup>24</sup>.

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<sup>24</sup> The Quality Assurance Agency for Higher Education, Code of practice for the assurance of quality and standards in higher education. Collaborative provision and flexible and distributed learning (including e-learning) – Amplified version October 2010.

**Appendix 7**  
**Joint Awarding Agreement**  
**between**  
**XXXXXXX (THE PARTNER/S)**  
  
**and**  
**INSTITUTE OF TECHNOLOGY, SLIGO IRELAND**

AGREEMENT made the XX day of XX

BETWEEN: the partner/s (hereinafter called 'XXX') of the one part and INSTITUTE OF TECHNOLOGY, SLIGO, a recognised institution of QQI, (hereinafter called 'IT Sligo') of the final part.

WHEREBY XXX agree to jointly validate programmes of higher education, and to make awards jointly in respect of such programmes delivered in collaboration between XXX and IT Sligo.

IT IS AGREED AS FOLLOWS:

- (1)
  - (a) This Memorandum of Agreement between XXX and IT Sligo supersedes the provisions of any previous agreement with regard to matters dealt with herein in relation to collaborative programmes leading to joint awards. The Appendices to this Agreement form part of (and are incorporated into) this Agreement. A reference to this Agreement includes a reference to its Appendices.
  - (b) For the purposes of this Agreement, a collaborative programme is a course of study developed and delivered in formal partnership between XXX and IT Sligo; and a joint award is a single award which is jointly made by XXX upon successful completion of a collaborative programme. The collaborative programmes leading to joint awards are those set out in Appendix 6, Annex 1 to this Agreement and such further collaborative programmes leading to joint awards as the Parties may agree in writing for the purposes of this Agreement. The academic and administrative procedures are those set out in Appendix 6, Annex 2 to this Agreement and such further procedures as the Parties may agree in writing for the purposes of this Agreement.
- (2) The requirements of QQI and the second awarding body be formally compared, any differences will be made clear in the requirements for the Joint award in this Agreement.
- (3) XXX and IT Sligo shall ensure a close liaison between their staff and shall make all reasonable efforts to ensure the quality of collaborative programmes leading to joint awards in accordance with the procedures agreed under Appendix 6, Annex 2 and any consortium Agreement governing a particular collaborative programme.
- (4) Registered students of a collaborative programme leading to a joint award listed in Appendix 6, Annex 1, having successfully completed the programme, shall receive a joint

- XXX award in accordance with the powers granted to XXX in the Universities Act 1997 and National University of Ireland Statute 263 (or with the overseas equivalent statutory authority); and the powers granted to QQI.
- (5) The standard to be attained by candidates before a joint award can be made shall satisfy the relevant requirements of XXX and, including the QQI standards of knowledge, skill and competence for the corresponding Award Type in the *National Framework of Qualifications* ('NFQ').
- (6) Academic quality assurance procedures including the joint validation of new collaborative programmes leading to joint awards; the monitoring, periodic review and revalidation of existing joint programmes; the conduct of examinations and assessment boards; and the appointment of external examiners shall be in accordance with the arrangements set out in Appendix 6, Annex 2.
- (7) XXX and IT Sligo, in a manner appropriate to their respective roles, agree to co-operate and participate in each other's quality assurance procedures and in the quality assessment arrangements of relevant funding or other statutory bodies as they relate to collaborative programmes leading to joint awards. The Parties further agree to co-operate in the carrying out of effective institutional review processes applicable to XXX and IT Sligo.
- (8) XXX and IT Sligo shall implement their parts in this Agreement consistently with applicable QQI guidelines including its "*Policy for collaborative programmes, transnational programmes and joint awards (2012)*" and the relevant XXX and IT Sligo academic policies.
- (b) XXX shall be indemnified by IT Sligo against all claims whatsoever arising in any manner under this Agreement through the act, neglect, or default or other action of IT Sligo
- (e) IT Sligo shall be indemnified by XXX against all claims whatsoever arising in any manner under this Agreement through the act, neglect, default or other action of XXX.
- (g) The liability of the Parties under this clause 8 for their respective obligations under this Agreement shall be several and shall extend only to any loss or damage arising out of their own breaches.
- (9) This Agreement shall be effective from XXX date and shall continue in force, unless terminated earlier in accordance with this agreement, for a period of five years and shall be reviewed in the penultimate year. The agreement shall thereafter be renewed automatically on an annual basis unless terminated.
- (10) This agreement shall be terminated by:
- (a) IT Sligo or XXX upon 12 months' written notice; or

- (b) failure of IT Sligo or XXX to comply with the terms of this agreement having been notified of the breach and given sixty days to rectify the breach, whereupon any other party shall be entitled to give written notice of termination forthwith.
  - (c) If termination has been effected under paragraph 10 (a) or 10 (b), students, once registered on a particular collaborative programme leading to a joint award, and whose progress is deemed satisfactory under the rules and regulations of that programme, shall be afforded reasonable opportunity to complete the programme and to receive the relevant joint award subject to meeting the required academic standards.
- (11) Proposed amendments to this agreement during its period of operation shall require the written approval of XXX and IT Sligo.
- (a) The public information and promotion for collaborative programmes leading to joint awards shall conform to the requirements of XXX and IT Sligo and shall use the logos and devices of each party in an appropriate manner. Programmes and awards shall be referred to by their proper and approved titles.
  - (b) Nothing in this agreement shall affect the title and ownership of the intellectual property rights of each party save as agreed in a Consortium Agreement for a particular programme or otherwise.
  - (c) In the event of any dispute arising in respect of any provision herein, the dispute shall be referred to the President of XXX and the President of IT Sligo who, if they are unable to resolve the dispute between themselves, shall refer the dispute to an arbitrator agreed by the Parties or, in default of agreement, appointed by the President for the time being of the Law Society of Ireland or in the event of his being unwilling or unable to do so by the next senior officer of the Society who is willing and able to make the appointment provided always that these provisions shall apply also to the appointment (whether by agreement or otherwise) of any replacement arbitrator where the original arbitrator (or any replacement) has been removed by Order of the High Court, or refuses to act, or is incapable of acting or dies. The dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. Each and every such arbitration shall be subject to the provisions of the Arbitration Act 2010. The language of the arbitration shall be English. The place of arbitration shall be Dublin, Ireland.
- (12) The Parties confirm that this agreement shall be interpreted in accordance with the Law of Ireland.

**(13) Signatories**

**Authorised to sign for and on behalf of OTHER AWARDING BODY/IES:**

Signature: .....

Name in Capitals:

Position in Organisation:

Address in Full:

**Signed in the presence of:** .....

Position in Organisation: .....

Date: .....

**Authorised to sign for and on behalf of QQI:**

Signature: .....

Name in Capitals:

Position in Organisation:

Address in Full:

**Signed in the presence of:** .....

Position in Organisation: .....

Date: .....

**Authorised to sign for and on behalf of IT Sligo:**

Signature: .....

Name in Capitals:

Position in Organisation:

Address in Full:

**Signed in the presence of:** .....

Position in Organisation: .....

Date: .....

**Authorised to sign for and on behalf of PARTNER ORGANISATION(S):**

Signature: .....

Name in Capitals:

Position in Organisation:

Address in Full:

**Signed in the presence of:** .....

Position in Organisation: .....

Date: .....

## APPENDIX 7: ANNEX 1

### Collaborative Programmes leading to Joint Awards

Master of xxxxxxxxxxxx

Bachelor of xxxxxxxxxxxxxx



## APPENDIX 7: ANNEX 2

### Operational Procedures for Collaborative Programmes Leading to Joint Awards

#### 1. Joint Programme Committee

A Joint Programme Committee will be established by IT Sligo and XXX to develop, monitor, review and approve the design, delivery, assessment and quality of all collaborative IT Sligo-XXX programmes; and to propose to the Academic Councils and Governing Bodies of both institutions policy and regulations governing such programmes.

The Programme Committee has the authority to manage validation and revalidation processes, sending recommendations as appropriate to XXX and IT Sligo for formal validation decisions.

The Programme Committee shall ensure that quality assurance procedures for all collaborative programmes as agreed between XXX and IT Sligo are complied with in a spirit of partnership. Award Standards as determined by XXX and by QQI shall be maintained in respect of all programmes.

The principles and procedures set out below refer specifically to the agreed arrangements between the Parties concerning collaborative programmes leading to joint awards.

#### 2. Joint Validation of New Programmes

- 2.1 Joint validation is the process by which the Parties shall satisfy themselves as to the quality and academic standards of proposed new collaborative programmes, so that learners may attain the standard of knowledge, skill and competence specified for the award. The procedures for validation shall include self-evaluation by the joint providers and review by a panel of independent external peer assessors, jointly appointed by the validating bodies. The recommendation of the joint panel shall be brought to the Programme Committee in the first instance for consideration and referred with a recommendation from the Programme Committee to the respective validating bodies for formal decision. The Parties shall ensure as far as possible that this occurs as a synchronous process.
- 2.2 The Programme Committee shall manage and conduct the validation of new collaborative programmes in a manner compatible with the procedures, statutes and authority of the Parties and shall report on such validations/changes as required to the appropriate decision-making bodies.
- 2.3 Before making a recommendation for validation the Programme Committee shall ensure, inter alia, by reference to the report from the Joint Validation Panel that
  - (a) the scheme for assessment of students is fair, consistent and appropriate to the award standard required by XXX and by QQI.;
  - (b) that the programme is aligned with the Access, Transfer and Progression procedures established by the National Qualifications Authority of Ireland.
- 2.4 The purpose of the joint validation is to ensure that the programme satisfies the academic standards and requirements of each of the Parties with authority to validate.

### **3. Programme Review and Revalidation**

Collaborative programmes including programmes leading to joint awards shall be periodically reviewed for the purpose of considering continued validation at intervals of no more than five years, unless varied by agreement between XXX and IT Sligo. The procedures for revalidation shall include self-evaluation by the joint providers and review by independent external peer assessors jointly appointed by the validating bodies. The recommendation of the Joint Review Panel shall be brought to the Programme Committee in the first instance for consideration and referred with a recommendation from the committee to the respective validating bodies for formal decision. The Parties will ensure as far as possible that this occurs as a synchronous process.

### **4. Student Appeals and Complaints**

Registered students on collaborative programmes shall have access to appropriate appeals and complaints procedures as specified in the individual Consortium Agreement for the programme. This will normally be either the procedures of XXX or IT Sligo or a specific bespoke arrangement.

### **5. Examination Boards**

The composition of the Examination Boards for collaborative programmes shall include representation from XXX and IT Sligo and the appointed External Examiner/s. The Chair of the Examination Board shall be as agreed in the individual Consortium Agreement or if not otherwise specified shall be a joint nominee of XXX and IT Sligo.

### **6. External Examiners**

External Examiners shall be jointly appointed by XXX and IT Sligo for each collaborative programme leading to a joint award.

### **7. Award Ceremony and Certificate/ Parchment**

- 7.1 Each individual joint award shall be clearly specified in terms of award title, NFQ level and programme of study leading to the award. The wording on the parchment shall be agreed between the Parties.
- 7.2 Award titles will be reproduced by the Parties as in the list of programmes in Appendix 6 Annex 1. The Parties may change award titles by agreeing the change in writing.
- 7.3 XXX and IT Sligo shall agree a list of students eligible for each joint award in good time prior to the annual conferring ceremony (normally in November).
- 7.4 Details of graduands shall be supplied to QQI as required.
- 7.5 The Parties shall designate from time to time by joint agreement which awarding body shall be responsible for the preparation and issue of certificates and of replacement certificates. The Parties will make available to the awarding body responsible for the preparation and issue of parchments all necessary electronic files required for such parchments.
- 7.6 Either XXX or IT Sligo as designated from time to time by agreement between the Parties in a particular collaborative agreement shall be responsible for providing a Europass Diploma Supplement to graduates providing information on the joint programme and joint award and the relevant awarding bodies and higher education institutions.

- 7.7 The design and layout of the parchment shall normally be agreed in May of each year when the conferring ceremony is to take place in November or otherwise six months prior to conferring.
- 7.8 Any amendments of parchment in design, layout, format, wording and size, following the initial agreement shall be agreed in good time jointly between the Parties.
- 7.9 At graduation ceremonies successful students shall wear academic dress as agreed between the Parties, being appropriate to the joint nature of the programme.
- 7.10 An annual operational review meeting will take place between the awarding bodies and providers of the programmes to review the operational implementation of this Agreement.