

Guidelines for the Approval, Monitoring and Review of Collaborative and Transnational Provision



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The Irish Higher Education Quality Network (IHEQN)

The IHEQN was established in 2003 and provides a forum for the discussion of quality assurance / quality improvement issues amongst the principal national stakeholders involved in the quality assurance of higher education and training in Ireland. More information about the IHEQN, its members, role and functions can be found at: www.iheqn.ie.

The IHEQN Sub-Committee

A sub-committee was appointed by the Irish Higher Education Quality Network (IHEQN) to develop Guidelines for Collaborative and Transnational Provision for reference by Irish higher education and training providers and institutions. The composition of the sub-committee was:

Dr Roy Ferguson, Director of Quality, UCD (IUA nominee) (nominated to chair)

Professor David Croke, Director of Quality Enhancement, RCSI (RCSI nominee)

Dr Sheila Flanagan, Office of the Director, College of Arts and Tourism, DIT (DIT nominee)

Professor Diarmuid Hegarty, President, Griffith College (HECA nominee)

Mr John Lynch, Policy and Planning, HEA (HEA nominee)

Mr Aengus Ó Maoláin, Education Officer, USI (USI nominee August 2011-August 2012)

Mr Terry Twomey, Vice President for Academic Affairs and Registrar, Limerick Institute of Technology (IOTI nominee)

Ms Tara Ryan, Head of Provider Registration, HETAC (nominated to act as secretary)

The Sub-Committee also organised a consultation seminar in December 2012 with sector representatives, to elicit feedback on an advanced draft of the Guidelines.

Acknowledgements

In preparing these guidelines, the sub-committee gratefully acknowledges the contribution of the following publications:

- Standards & Guidelines for Quality Assurance in European Higher Education Area (ESG) (2009)
- Convention on the Recognition of Qualifications Concerning Higher Education in the European Region, Lisbon (1997); and The Committee of the Convention on the recognition of qualifications concerning Higher Education in the European Region, Recommendation the Recognition on Joint Degrees, Strasbourg (2004)
- OECD/UNESCO Guidelines for Quality Provision in Cross-Border Higher Education (2005)
- THE UNESCO/COUNCIL OF EUROPE Code of Good Practice in the Provision of Transnational Education (2007)
- University College Dublin (UCD) Quality Assurance Policies and Procedures (2011)
- Cork Institute of Technology (CIT) Quality Assurance Policies and Procedures (2011)
- Waterford Institute of Technology (WIT) Quality Assurance Policies and Procedures (2011)
- Higher Education and Training Awards Council (HETAC) Policy documentation (2008- 2012)
- UK Council of Validating Universities Practitioner Handbook (2012): Managing Quality and Standards in Collaborative Provision
- UK Quality Assurance Agency (QAA): UK Quality Code for Higher Education – Chapter B10: Managing higher education provision with others (2012)

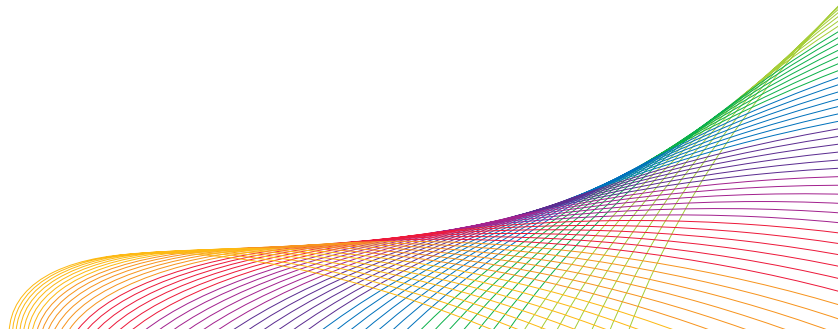
Scope of the Guidelines

This document presents a set of general guidelines to assist all Irish higher education and training providers and institutions, in the development of procedures and policy for collaborative and transnational partnerships. This includes institutions that are self-awarding and those operating under delegated authority, as well as other providers and institutions whose programmes lead to awards of an external awarding body.

Many types of collaborative and transnational activity exist, including those for research, articulation, student exchange and placements. It is not practicable in one document, to provide specific guidance on every possible type of collaborative and transnational arrangement. The primary focus of these guidelines, therefore, is on types of collaboration and transnational arrangements involving the delivery of taught programmes, including franchise and validated programmes. However, the overarching principles and key points within these guidelines, will have general application across a wide range of collaborative and transnational activity, and can be adapted accordingly.

It is recognised that there are a range of organisations (e.g. educational institutions, awarding bodies, private/voluntary organisations, industry partners etc.) who are involved in collaborative and transnational partnerships for educational purposes, each with their own particular regulatory and legal framework. For the purpose of clarity, therefore, the terminology referenced in these guidelines is used in a general, non-legislative, and non-prescriptive way, in order to facilitate the application of the Guidelines across a broad spectrum of higher education providers and awarding bodies. To assist readers, a **generic glossary** of terms used within these guidelines is set out in Appendix 1.

Please Note: For ease of reading and for clarity, the term '**institution**' will be used throughout this document to refer, as appropriate, to a wide spectrum of degree awarding bodies and higher education providers including, universities, institutes, private colleges, awarding bodies, industry partners, voluntary organisations etc.



Guiding Principles for Irish Higher Education Institutions providing Collaborative and Transnational Programmes

Principle one: institutions are cognisant of the strategic and policy contexts for collaborative and transnational provision

Principle two: institutions have primary responsibility for the management and delivery of programmes of higher education and training for students

Principle three: institutions have primary responsibility for the quality assurance of their provision, wherever or however it is offered, including having in place appropriate policies, procedures and supports for staff engaging in collaborative and transnational activity

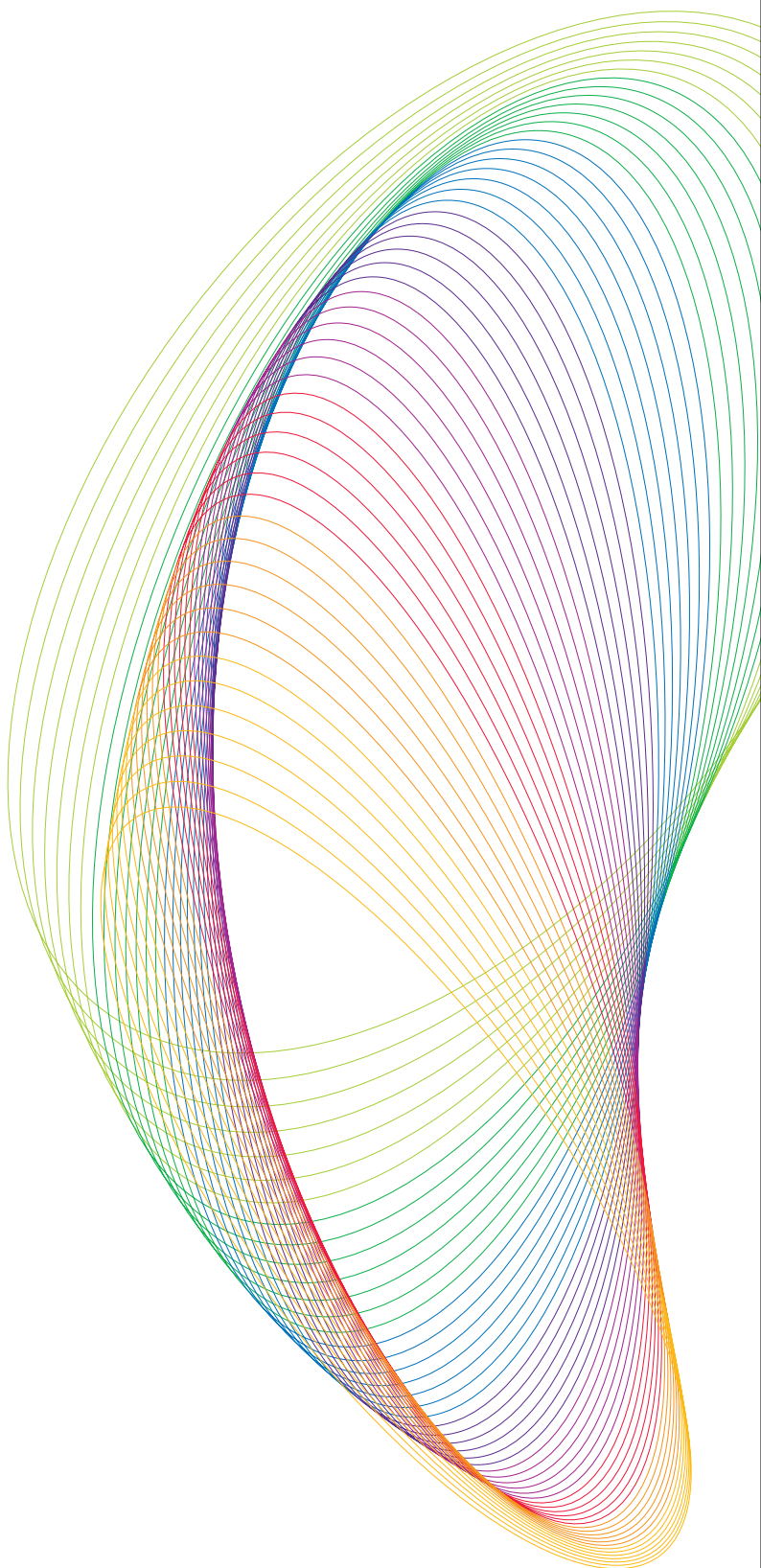
Principle four: institutions ensure that students enrolled on collaborative and transnational programmes which lead to awards of an Irish awarding body, receive an equivalent learning experience to that of students studying at their primary campus in Ireland

Principle five: institutions give due consideration to the academic support and pastoral care of students, and to student representation on appropriate institutional bodies/groups

Principle six: institutions are committed to respecting the rights of their staff, students and partners in all their joint ventures, recognising that their decisions to collaborative and transnational higher education programmes may involve ethical considerations

Principle seven: institutions develop institutional approval and quality assurance processes for collaborative and transnational provision which include the conduct of appropriate due diligence checks and ongoing monitoring and review

Principle eight: institutions recognise the need to have formal written agreements for all collaborative and transnational arrangements



Part A – Overview and Context

A1 Introduction and Purpose of the Guidelines

Increased collaboration and internationalisation is a feature of the Irish higher education and training system. The opportunities represented by these activities, for individual institutions and for the education and training system as a whole, are significant. The potential risks associated with these activities are also significant. The following guidelines are thus designed to support higher education and training providers as they develop collaborative and transnational arrangements and seek to assure standards and quality while minimising the associated risks.

These guidelines recognise that education practitioners are working in a dynamic environment where models of collaborative and transnational activities are changing all the time, presenting new and different challenges. Most Irish higher education institutions are now involved in collaborative and transnational provision of one kind or another. Some institutions and their prospective partners will have varying levels of experience and expertise in this area. Fundamental to all partnerships is continuing dialogue and interaction, through which the two (or more) organisations work together to establish and maintain high quality and standards. It is important to recognise that collaborative and transnational arrangements develop and evolve over time, so it will be appropriate to review these guidelines and institutional procedures for quality assurance periodically.

It is acknowledged that higher education institutions are committed to protecting the quality of their educational programmes, ensuring academic standards and prioritising the interests of students. In engaging in collaborative and transnational provision, institutions are also particularly aware of their commitment to protect the academic reputation of Irish higher education. It is acknowledged that there is a shared appreciation amongst Irish higher education institutions that there are significant potential negative repercussions for students, individual higher education institutions and for the country's 'education brand', if collaborative and transnational arrangements breakdown. Rigorous approval, monitoring and review processes for such arrangements are important. It is therefore essential that institutions assess the risks involved and manage them appropriately.

This document has been prepared by the IHEQN members for Irish higher education providers, to assist them in developing their own procedures in order to maintain and enhance the desired high standards in collaborative and transnational programme provision. It is designed to provide a series of prompts for institutions to actively consider, when establishing their internal quality assurance procedures for collaborative and transnational provision, in conjunction, and as appropriate, with Quality and Qualifications Ireland (QQI). The IHEQN is committed to supporting the development of institution-led and institution-owned, quality assurance processes, which will support high quality engagement in collaborative and transnational relationships.

The IHEQN anticipates that the Guidelines will in due course, be supplemented by a second practical resource document providing, for example, case studies, templates, check-lists, and similar resources, relevant to collaborative and transnational provision. Feedback on these Guidelines (and related activity in Irish higher education) will inform such developments. The scope of these Guidelines and the examples offered in this document are not exhaustive nor definitive, and it is recognised that there may be different ways to approach some of the issues identified.

Collaborative and transnational programmes should be subject to **at least** the same quality assurance standards as other types of programmes approved by higher education and training providers and institutions. Recognising the higher level of risk associated with collaborative and transnational provision, it would be expected that providers of higher education develop specific procedures for the approval, monitoring and review of such programmes and institutional partnerships. It should be recognised, however, that a **'one size fits all'** approach to the approval, monitoring and review of collaborative and transnational arrangements **would not be appropriate**. See A2 below.

A2 Indicative Types of Collaborative and Transnational Provision

Collaborative and transnational programme arrangements take a variety of forms. Some common examples include joint awards, articulation, franchise and validation. Transnational provision is not necessarily collaborative provision, for example, some higher education institutions have established their own off-site facilities and/or campuses in other countries (e.g. branch campus). Whatever the nature of the collaborative and transnational arrangement, each institution should give due consideration to the particular issues associated with the type of provision in question, such as cultural, teaching and learning norms, resources, legal issues etc.

When developing their own policies and procedures for collaborative and transnational provision, institutions may wish to establish criteria in order to distinguish between high, medium and low risk ventures, and develop an adaptive approval, monitoring and review quality framework to reflect the different levels of risk and the nature and type of collaborative and transnational arrangement. For example, if a proposed programme was considered low risk (e.g. it is with an existing partner), an institution's procedures may enable the approval process to be 'fast-tracked'.

Serial franchising involves an arrangement in which an institution enters into a collaborative arrangement with a partner organisation, which in turn, uses that arrangement as a basis for establishing further collaborations of its own with third parties, but offering the original institution's awards. Due to the very high level of risk associated with serial franchising, such as the difficulty for the awarding institution to effectively oversee the quality of the educational provision and to assure an acceptable student experience, these guidelines **do not** recognise serial franchising as a model of good practice.

A3 Responsibilities of the partners

Institutions of higher education have the primary responsibility for the quality and standards of their programmes and awards. Good practice¹ suggests that collaborative proposals are given due consideration and approval by the relevant institutional authorities, having been subject to the prescribed institutional approval and quality assurance processes. The following issues (not an exhaustive list) should be considered by prospective partners when discharging their responsibilities:

- Each partner has a formal institutional strategy for collaborative and transnational provision which has been approved at senior management level and is periodically reviewed.
- There is 'in principle' support from the senior management of each prospective partner for the proposal, prior to the full proposal being developed.
- Explicit quality assurance mechanisms exist to ensure that the partners do not enter arrangements which may put academic standards or students at risk.
- There is a clear and shared appreciation by the partners of the specific responsibilities and risks associated with collaborative and transnational provision, including, for example, the role of the awarding body, if not one of the partners, and that ongoing monitoring and periodic review of provision is undertaken.
- There is clarity and transparency regarding the programme approval processes which apply; they are formally documented and staff know where to access them.
- The nature of the collaborative and transnational activity is clearly defined and inter-institutional responsibilities set out in the Agreement (note: as collaborative and transnational arrangements can vary widely, there may not always be an 'even' distribution of responsibilities between partners).

¹ European Standards and Guidelines for Quality Assurance in the Higher Education Area (2009); QAA Code of Practice – Collaborative Provision and Flexible and Distributed Learning 2012; CVU Handbook for Practitioners (2012): Managing Quality and Standards in Collaborative Provision.

- There is a glossary of terms used in the procedural and regulatory documents.
- Each partner has an organisation summary which describes for example: the organisation, its status, position in law, awarding authority, recognition of awards (e.g. reference National Framework of Qualifications), education provision arrangements, financial standing, external quality assurance and regulatory obligations. (This can greatly assist in the initial due diligence phase).
- There is a clear appreciation of each partner's own legislative context, the scope of its authority, awarding and validating powers, and how these might be limited or enhanced in another country or in a particular partnership.
- Procedures for the approval of programme promotional/marketing material, with clear and accurate information to enable prospective students to make informed decisions about the programmes, are formally agreed between the partners and is accessible to all appropriate stakeholders.
- There is a clear understanding of each partner institutions responsibilities in the event that the Agreement is terminated e.g. provision and support for current students enrolled on programmes.

Reasons Why Projects Fail

Institutions should recognise that successful collaborative/transnational arrangements require considerable investment (institutional management commitment/staff time/financial support, etc). Ten main reasons² why such projects fail, include:

1. lack of institutional 'buy-in' and/or strategic 'fit'
2. inadequate planning, insufficient timescales and demand for the programme
3. insufficient due diligence work
4. insufficient project financing
5. poor communication
6. poorly prepared supporting documentation and failure to induct staff and students appropriately, in relevant quality assurance and other procedural mechanisms (e.g. assessment)
7. lack of leadership
8. poorly managed post Agreement implementation
9. low priority given to cultural issues and the impact of change on staff
10. failure to undertake formal monitoring and review on a consistent basis

2 Collaborations, alliances and mergers in higher education (Report to HEFCE, UK September 2012/21)

Part B – Development of Collaborative and Transnational Partnerships

B1 Institutional Infrastructure to facilitate and support the development of collaborative and transnational programmes

Relationships between higher education institutions emerge in a variety of ways. To ensure that there is full institutional support for proposed partnerships, a formal institutional approval process is essential. Such a process typically forms part of the collaborative and transnational quality assurance procedures. These procedures will normally take cognizance of the strategic plans of the institution, its mission and values, and will include explicit reference to the relevant decision-making bodies.

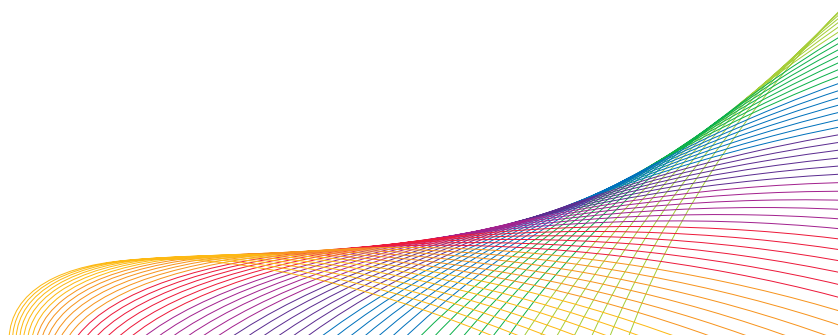
When considering proposals for new collaborative and transnational partnerships a wide range of institutional staff will normally have an input. For example, it would be anticipated that the following functional areas would typically have input to deliberations:

- President's/Registrar's Office
- Relevant linked Academic Unit
- Legal and Corporate
- Quality Assurance
- Registry (including Admissions and Assessment)
- Academic Secretariat
- Finance
- International

Other institutional offices and/or functional areas may also need to be involved when new proposals are considered, such as Student Affairs, Computing Services, Postgraduate Office, etc.

A robust institutional management and quality assurance procedural infrastructure for collaborative and transnational provision would usually include the following elements:

- A strategic plan is in place in which the development of collaborative and transnational ventures is identified.
- Senior governance committees (e.g. Academic Council and Governing Body or their equivalents) are formally involved in decisions:
 - to establish partnerships and/or transnational arrangements
 - to develop or provide a collaborative taught/research programme
 - to develop or provide a transnational programme (taught /research)
- Clear criteria for decisions are established, both at initial concept stage and final project implementation stage. These criteria may include:
 - ***Does the proposal 'fit' the Institutional Mission and Strategic Plans?***
 - ***What will be gained by the partnership?***
 - ***Will the learning environment be sufficiently well-resourced (staff and physical infrastructure) to enable students to attain the intended learning outcomes as set by the relevant awarding body or bodies?***
 - ***Will the qualifications earned be fully recognised (by the relevant authorities)?***
 - ***Can it be ensured that arrangements for the educational provision are financially sound and would not significantly diminish capacity to provide already established or validated programmes?***
 - ***Can equivalency of learning experience and institutional supports be provided in the partnership or transnational location proposed?***
 - ***If transnational, is the proposed provision/qualification and/or degree award recognised in the identified country?***
- A clearly defined, internal proposal development process is in place, in which due diligence processes are undertaken.
- Clear approval and quality assurance procedures are developed for collaborative and transnational partnership arrangements. Partner staff (and students) should be provided with an induction to relevant quality systems at the start of the partnership.
- Models or templates for legal agreements are developed and there is a process whereby arrangements proceed when an agreement has been signed.
- There is explicit reference in the procedures as to who is authorised to sign agreements on behalf of the institution.
- Institutional arrangements and related programmes are subject to independent periodic review, the results of which are published.



B2 Due Diligence

As a key part of the approval process, good practice suggests that an institution establishes documented due diligence checks as a critical step in managing risk in order to safeguard the interests of students, and institutional reputations. An institution may wish to prepare a written summary of its own institutional standing and context, reflecting on the four areas below, and share this document with potential partners. As an aide-memoire, a specimen **Due Diligence Checklist** is attached at Appendix 2. The Due Diligence document may include various layers of information, some of which may be subject to a non-disclosure agreement as appropriate. Information from potential partners should be documented and be capable of independent verification. Due diligence always involves site visits to partner or transnational sites. As there are many types of collaborative and transnational arrangements (e.g. different partners, location, programmes), an assessment should be made of the conditions that are required to enable the proposed arrangement to succeed. **The Due Diligence enquiries should then be tailored to these, to ensure that appropriate and proportionate due diligence checks are made, in consultation with the proposed partner.** Accordingly, institutions may wish to adapt their standard Due Diligence procedures to reflect the nature and type of proposal under consideration and the risks it may present.

Grouping questions under four key headings may be helpful, as set out in Table 1 below. Please note that the sample questions are not exhaustive and are only suggestions to guide discussion and reporting (for a more detailed list please see Appendix 2).

Table 1

Due Diligence Indicative Areas to be Examined

(i) General and Academic

- **Sample questions may include:**
 - What benefit will derive from the partnership?
 - Is there institutional “in principle” management (all potential partners) support for the proposal?
 - Is it legally possible to engage in the type of collaboration proposed?
 - Will the proposed environment promote learning?
 - Do the partners have the capacity to fulfil the roles assigned to them in a sustainable way?
 - Do the partners have an open intellectual community that values critical reflection?
 - Are partner staff appropriately qualified and experienced?
 - How well aligned are strategic, academic and quality assurance processes between the partners?
 - Will there be partner-country recognition of awards made?
 - Are the support services for students capable of being provided on a comparable basis to those available to students at the institution’s main location or in Ireland generally?
 - Any other relevant information, e.g. from embassy contacts; existing/previous educational partners?

(ii) Quality Assurance

- **An internal focus - Sample questions may include:**
 - Do the partners have robust internal quality assurance and quality enhancement policies, procedures and practices aligned with the national/regional requirements e.g. as set out in Part 1 of Standards and Guidelines for Quality Assurance in the European Higher Education Area or the Malaysian Qualifications Agency?
- **An external focus - Sample questions may include:**
 - Are the requirements of the national quality agency or other licensing authorities in the partner country acknowledged and provided for?
 - Is the partner in good standing with any relevant national agencies? Does the partner require national ‘permission’ to engage in the provision envisaged?
 - Have all matters pertaining to professional regulation, statutory or otherwise, been considered?

(iii) Legal Standing

- Sample questions may include:
 - Are the legal requirements in the intended country known and capable of being adhered to - e.g. compliance with national education legislation or otherwise, e.g. appropriate human resources policies and procedures, company registration, etc.?
 - Does the signee have the authority to sign?
 - Is Government Agency/Department support/approval required?
 - Are there any institutional Governance issues?
 - Are there statutory reporting requirements?
 - Is the proposed form of collaboration recognised?
 - Are there any intellectual property issues?
 - Has the partner similar Agreements in place and can they confirm that they are currently in order?

(iv) Financial Standing

- Sample questions may include:
 - Is the partner financially stable? e.g. is there a recurring annual surplus/deficit? If a deficit, is this within reasonable parameters vis-à-vis net assets? Might the partner (in an accounting context) be deemed a ‘going concern’?
 - Are audited public accounts available for the previous three years?



Part C – Approving, Monitoring and Reviewing Collaborative and Transnational Programmes

The provision of higher education programmes in a collaborative or transnational context is challenging. It is considered good practice³ that institutions establish specific procedures for the approval, monitoring and review of collaborative and transnational programmes and associated institutional partnerships. It is acknowledged that these quality assurance mechanisms may in part, overlap with those in place for programmes offered at the institution's home campus.

It is important to be aware that overseas locations may also be affected, *inter alia*, by cultural, legal, and pedagogical differences and distance from the awarding home institution. Even where staff are employed by the awarding institution, for example, it can be challenging to ensure policies, processes and procedures operate as intended. There may also be particular issues to be considered for individual institutions, for example, those who operate with delegated degree awarding authority.

Joint Research Degrees

When approving arrangements for joint research degrees (e.g. Cotutelle agreement), to be provided in conjunction with other institutions, the awarding institution should take steps to assure itself that the quality of supervision and the provision of an appropriate research environment are adequate. See Appendix 4 for common features of this type of arrangement.

Joint, dual/double and multiple awards

In the case of joint, dual/double and multiple awards, the institutions involved should reach a shared understanding of their individual responsibilities in relation to maintaining oversight of the academic standards of those components of the programme for which they are responsible. For example, in the case of a joint graduate award, partners reach a shared understanding of, e.g. entry criteria, programme content, module delivery and assessment arrangements, award classification criteria, legal capacity, certification and recognition of awards, etc in a way that satisfies the academic requirements of each of the awarding institutions involved such that the standards of none are compromised. These arrangements should be recorded in the written agreements.

Double (dual)/ multiple degree arrangements are often based, in whole or in part, on currently approved provision. Double degrees have common features to those of **joint degrees**. The key differences between the two models relate to the nature of the final award and to the applicable rules and regulations. In the case of double (dual)/ multiple awards, students typically are issued with a separate award from each participating institution and the rules and regulations of the participating institution will apply to its own award, whereas students on a joint degree arrangement receive a single award from all participating institutions. See Appendix 5 for common features of these types of arrangement.

Taught Programmes

For the purpose of illustration and clarity, the sections below (C1-4) are written using one collaborative and transnational scenario – that of a **franchise programme arrangement** (see glossary p27) - and are presented in the context of an Irish awarding institution. Although the sections below are presented using one common collaborative and transnational example (i.e. a franchise programme), similar underpinning concepts and principles will also apply if other types of collaborative and transnational arrangements are being developed and/ or if institutions are working, for example, under delegated authority.

As there are a wide range of collaborative and transnational programme arrangements, **programme approval, monitoring and review frameworks should be appropriate and proportionate to the scale and nature of the activity involved and to individual institutional procedural requirements**. Usually, in arrangements involving collaborative and transnational provision, one institution takes the lead in programme development, approval and monitoring, financial and administrative matters. Consequently, an institution's responsibilities will differ depending on whether or not it is the lead institution.

3 For example: QAA Code of Practice – Collaborative Provision and Flexible and Distributed Learning 2012; CVU Handbook for Practitioners (2012): Managing Quality and Standards in Collaborative Provision.

C1 Programme Approval

While the fundamental stages of programme approval are likely to be the same, details of procedures may vary considerably, according to individual institutional structures, the nature of the collaborative and transnational location/type, applicable policies and procedures of external quality assurance and awarding bodies and so on. In some instances, an external awarding or validating body may also be involved. Nevertheless, the following sections provide a **broad framework** against which an institution may judge the efficacy of its own arrangements.

- The approval of programmes is generally based on the following fundamental assumptions:
 - (a) The standard expected of an award in a collaborative and transnational arrangement is the same as that for a corresponding or comparable award in the awarding institution (and/or awarding body).
 - (b) The approval of programmes should encompass peer review (comprising both internal and external peer reviewers), drawing also upon relevant expertise from appropriate agencies, including industry, professions and the community.
 - (c) The approval of collaborative and transnational programmes should involve a **site visit**, by a peer review panel, including subject specialists.

Documentation

- The partner organisation should be prepared to supply documentation (with the assistance of the awarding institution, as necessary) according to the requirements of the awarding institution.
- The set of documentation will vary according to the nature of the proposed partnership, the programme to be approved and the specific requirements of the institution(s) involved.
- Some programmes may need to be approved by the awarding institution/body (e.g. QQI) or equivalent and/or by a relevant professional, statutory or regulatory body (PSRB).
- Where joint approval with a PSRB is undertaken, it is important that all participants understand that it is a single process, even though the outcome may require separate approval by both awarding institution and PSRB before the programme can start.

Table 2 outlines **examples** of the type of documentation/information that is likely to be required for collaborative and transnational programme approval.

Table 2**Outline of the type of documentation/information typically required for collaborative and transnational programme approval****Rationale for programme**

Subject developments

Research links

Industrial, commercial and professional links

Regional needs

Demand for programme

Other similar HE programmes – potential impact?

Summary of proposal

Name of Director of Studies, or equivalent

External examiners needed, subject area and range of cover (any specific country requirements?)

Name of Faculty Board, or equivalent, in awarding institution responsible for quality assurance of programme

Name of Professional, Statutory and/or Regulatory Body (if appropriate)

Name of Awarding Body

Name of external subject advisers

Evidence of the initial planning

Description of processes or minutes of meetings within the partner organisations

Programme Specification

Partner Institution: context of the proposed partnership and details of the partner

The title of the programme and award(s)

Mode(s) of delivery

Location

Aims and intended learning outcomes

Programme Structure showing, e.g.:	modules
	semesters
	levels (e.g. National Qualifications Framework)

List of modules comprising programme

Alignment with relevant Qualifications/Quality Assurance Frameworks; Validating Agency requirements or equivalent etc.

Entry requirements

Entry criteria

Entry with advanced standing

Access policy	- mature applicants
	- non-traditional

Qualifications

English language requirements

Links to further education/schools/continuing education

Assessment regulations

Assessment criteria

Programme management committee

Any other formal groups e.g. staff/student committee

General regulations

E.g. plagiarism, attendance etc.

Certification of academic approval

Head of Department, or equivalent, of unit primarily responsible for delivery of programme

Where relevant, signature of responsible authority in awarding institution

Teaching and learning and strategy**Programme management and evaluation**

Management structure

Relationship to other departmental, school or Faculty structures (if appropriate)

Methods of programme evaluation

Student input to evaluation

Resources

Academic and other staff

Student Supports

Physical buildings

laboratory

field

library

IT

new resources

Financial has programme viability been stress tested against varying student enrolment targets?

External advice

Relevant employers/stakeholders/Professional/Statutory Bodies

Syllabi

Detailed documentation for all parts of programme

Staffing information

Curriculum vitae for each member of the academic staff from the partner organisation (and awarding institution where relevant) contributing to the programme.

Programme approval process

The awarding institution should arrange for appropriate experts, including externals, to scrutinise and comment on programme proposals. The institution should establish a Programme Approval Panel (consisting of independent internal and external panel members) to visit the partner institution or transnational site, to consider the programme proposal in detail and to make recommendations to the appropriate institutional decision-making body. The Panel, as appropriate, may include representatives from, for example, a Professional Body, National Agency or industry. The Panel should meet relevant staff from **all** the partner institutions (and the awarding bodies, as appropriate).

The awarding institution and the relevant academic unit (e.g. department/school) in the partner organisation should contribute to the production of the documentation according to the nature of the partnership and the relevant procedure in force.

The information provided in the documentation may vary depending on whether the programme is already offered by the awarding institution or is a programme available only under the partnership arrangement. The Panel will consider, amongst other things, rationale for the programme, compatibility of the partner organisations, programme curriculum, assessment, entry requirements, resources and learning infrastructure, staffing, student supports etc. If there are arrangements with external agencies, for example, providing student placements (e.g. schools and hospitals), these should also be scrutinised.

After the Site Visit

A report of the site visit should be produced by the Programme Approval Panel setting out the Panel's findings and any conditions that a recommendation(s) may be subject to. If a programme is to be recommended for approval, the report should specify the period of approval, the conditions of approval (if any) and any matters which are either to be kept under review by the Programme Board (or equivalent), or the subject of continuing dialogue. The relevant institutional decision-making bodies should consider the Report, and as appropriate, approve and action any recommendations that approval is conditional upon.

Report of the Programme Approval Panel

The report of the Panel should typically cover the following topics:

- a) Background: any particular context/constraints within which the partner organisations operate. This should also include the name of the Partner, relevant institutional School(s) and a list of programmes.
- b) Details/Dates of the visit; Panel members, and review process.
- c) A short commentary on, for example:
 - context/vision/mission of the partner organisation
 - entry to the programme, admissions strategy, English language qualification/standards
 - projected student numbers
 - teaching and learning; curriculum (including programme specification)
 - assessment; student progression
 - resources and teaching space
 - quality assurance arrangements
 - staffing/staff development
 - publicity and marketing
 - student support systems
 - student comments/issues (if appropriate)
 - finance e.g. programme viability
- d) The overall strengths/examples of good practice, as well as weaknesses should be commented on and recommendations for improvement/further action identified.
- e) Conclusion: a clear recommendation as to whether or not the arrangement should be approved, for what period of time, and whether or not approval is subject to conditions.

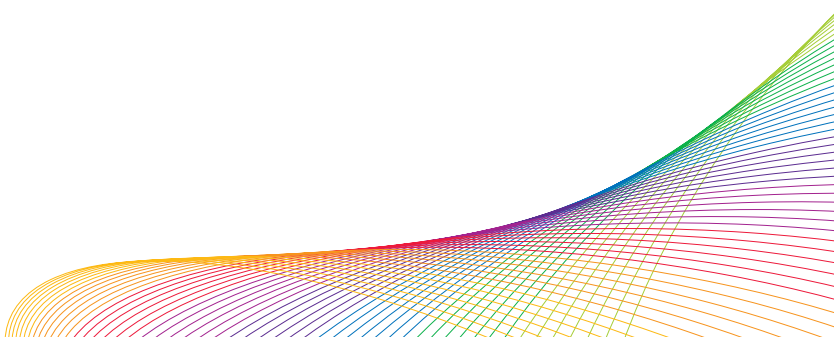
Action Plan/Follow Up

If required, an action plan should be produced jointly by the institution and partner organisation. The action plan should address the recommendations/areas for further consideration on a point by point basis. A clear indication of the method and timescale of how the identified areas are to be addressed should be set out.

Conclusion of the Programme Approval Process

A written and legally binding agreement should be drawn up and signed by the partner institutions (see Part D below). Details of the new collaborative/transnational arrangement should be circulated to the relevant institutional units e.g. Registry, International Office, Quality Office and any other relevant unit.

It is also important to provide staff involved in the delivery of the programme with an appropriate information pack and/or induction. Appendix 3 sets out an indicative checklist for a Staff Information Pack and/or induction seminar.



C2 Annual Monitoring of Programmes

Programmes of study need regular monitoring to ensure that they are achieving their stated aims and that students are successful in attaining the learning outcomes set out in programme specifications. Typically, annual monitoring would normally be carried out jointly by the partners (e.g. the joint programme team). Awarding institutions should shape their own practices, procedures and requirements for the annual monitoring (or whatever period is deemed appropriate) of collaborative/transnational programmes. However, practices and procedures should include consideration of the delivery of the programme by those directly involved with it (e.g. the joint programme team - including, as appropriate, relevant external stakeholders), and consideration of the outcome of that monitoring by the institutional partners.

The monitoring arrangements should be specified in the formal programme agreement. The awarding institution should have robust mechanisms and procedures for the consideration of monitoring reports, in order that it can identify and respond to issues of concern, and as appropriate, share good practice.

An effective programme monitoring report would typically:

- be focused on critical self-reflection
- be based on the facts derived from the operation of the programme in the preceding period, including quantitative data relating to, for example, student recruitment and performance
- comment on issues relating to teaching, learning and assessment (including student feedback)
- identify issues which have been critical in the delivery of the programme that year. It is likely that operational problems will have been dealt with as a normal part of delivering the programme, but any which were significant, or are still unresolved should be reported, with an indication of how they were/or will be, dealt with
- show how any issues raised by external examiners or by other external bodies have been addressed
- include mechanisms to gather and, importantly, respond to student feedback
- report on the outcome of actions undertaken as a result of previous reports
- provide an action plan for the future, as appropriate

Where practicable, the awarding institution should be able to consider annual monitoring reports from all its partner organisations in such a way as to be able to draw conclusions about its collaborative and transnational arrangements in general, as well as identify issues specific to particular partner organisations, individual programmes, or indeed, countries. When a programme delivered by a partner is also delivered by the awarding institution, it is useful if the annual monitoring process is designed to allow the awarding institution to consider the comparability of the programmes as they operate from the different locations.

C3 Periodic Review of Collaborative and Transnational Programmes

Whatever the outcomes of the annual monitoring process, the awarding institution should provide for periodic review (e.g. every 5 years) of collaborative partnership arrangements and/or transnational provision, at both institutional and programme level. Periodic review provides a valuable opportunity to take stock and reflect on the continuing appropriateness of the programme, its content, its viability, the student experience, and on the effectiveness of quality assurance arrangements and adherence to Agreement terms and protocols etc. Procedures for periodic review may vary, depending upon the nature and type of relationship, for example, periodic programme review might be a 'stock-take' of annual monitoring over the period, or be a separate review process. The possibility of interim review should also be accommodated in any procedure/agreement, to deal with any serious problems identified through annual monitoring. Where the programme is also offered by the awarding institution on its home site, it may be desirable for the review to encompass the delivery of the programme at all its delivery locations. Alternatively, it may be more appropriate to review all programmes offered by a single partner at the same time.

An awarding institution's processes for periodic review should be clearly described and communicated to the partner institution, and the roles and responsibilities of the participants in the process clearly defined. It is also helpful to give an indication of the time-scales involved in the various stages of the process and to clearly state the objectives of the periodic review and possible outcomes.

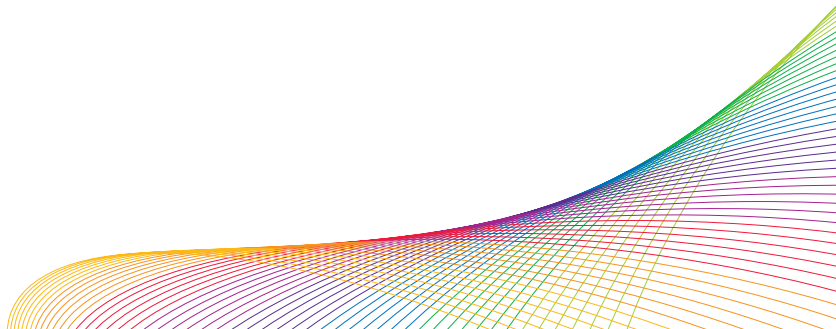
Careful consideration should be given to the composition of Review Panels undertaking periodic reviews, for example, members of Review Panels (i.e. internal and external expert members) should not have any involvement in the development and/or delivery of the programme under review. The external members may also include a representative from the constituent partner country.

The Review Panel should undertake a visit to the collaborative partner institution or site of the transnational provision as part of the review process, to meet with various constituencies of the partner institution and/or transnational site, including, for example, senior staff, those engaged in the teaching of the programmes(s), administrative staff and students. The visit can also provide the opportunity to evaluate the learning resources available on site and to facilitate this, it would be appropriate for the Review Panel to also meet with staff responsible for IT, library, careers, etc.

A brief self-assessment report should be prepared which should primarily be evaluative, rather than descriptive – constructively self-critical and reflective. The report should provide an overview on the period of the collaborative and transnational arrangement, covering, for example: partner context and organisation, recruitment trends, programme structure (including module descriptors and programme specifications), delivery and assessment issues, student feedback, programme management arrangements, student supports, and future developments. The Review Panel should use the self-assessment report to engage with staff and students involved in the delivery and management of the programmes under review.

The document should include relevant quantitative data, such as entry and progression statistics, and financial information. In addition, the awarding institution should specify other documentation that should be made available to the Review Panel, for example, sample exam papers and scripts; student handbooks, publicity material etc. The periodic review process should also be informed by data from any external reviews, and reports on the provision and/or institution by external agencies, such as Qualifications and Quality Ireland.

The views of students on collaborative and transnational programmes are important in the periodic review process. The awarding institution and partner should consider how student views can be sought, for example, through private meetings with the Review Panel, focus groups, and/or a written statement endorsed by the relevant student body.



After the Site Visit

A report of the site visit should be produced by the Review Panel setting out the Panel's findings and any conditions that a recommendation(s) may be subject to. If a programme is to be recommended for renewal, the report should specify the period of approval, the conditions of approval (if any) and any matters which are either to be kept under review by the Programme Board, or the subject of continuing dialogue. The relevant institutional decision-making bodies should formally consider the Report, and as appropriate, approve and action any recommendations that approval is conditional upon.

Report of the Review Panel

The report of the Review Panel should typically cover the following topics:

- a) Details/Dates of the visit; Review Panel members, and outline the review process.
- b) Background: any particular context/constraints within which the partner organisations operate. This should also include the name of the Partner, relevant School and a list of programmes.
- c) A short commentary on, for example:
 - context/vision/mission of the partner organisation
 - progress following any previous review
 - entry to the programme, recruitment strategy
 - English language qualification/standards
 - student numbers e.g. are enrolments falling, steady, increasing?
 - teaching and learning; curriculum (including programme specification and module descriptors)
 - assessment; student progression
 - resources and teaching space
 - quality assurance arrangements e.g. how well are policies and procedures followed? Are they fit for purpose?
 - staffing/staff development
 - publicity and marketing
 - student support systems
 - student comments/issues (if appropriate)
 - finance – is the arrangement viable? Is it likely to remain so?
- d) The overall strengths/examples of good practice, as well as weaknesses should be commented on and recommendations for improvement/further action identified.
- e) Memorandum of Agreement – any issues and/or revisions? Is it to be renewed? How long should it remain in force?
- f) Conclusion: a clear recommendation as to whether or not the arrangement should be renewed, for what period of time, and whether or not approval is subject to conditions.

Action Plan/Follow Up

If required, an action plan should be produced by the institution and partner organisation. The action plan should address the recommendations/areas for further consideration on a point by point basis. A clear indication of the method and timescale of how the identified areas are to be addressed should be set out. Importantly, a new Agreement should be signed by the relevant authorised institutional officers.

Conclusion of the Review Process

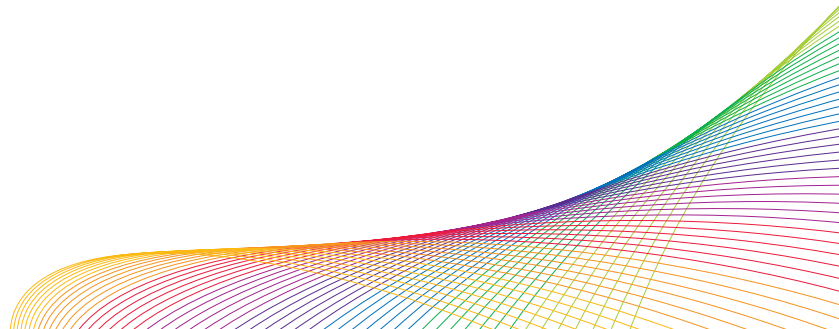
Details of the renewal of the collaborative arrangement should be circulated to the relevant institutional units e.g. Registry, International Office, Quality Office and any other relevant unit.

C4 Modifications to programmes

Annual monitoring and/or periodic programme review may generate proposals to modify the programme. Any such proposed modifications will need the approval of the awarding institution (in consultation with the partner institution) in accordance with its programme procedures. There should be reliable mechanisms to ensure that students are kept informed of such proposals, and consulted on them where the proposals would affect their programmes of study or its assessment.

When a programme is offered by the awarding institution and/or a partner institution, care should be taken to involve all parties in discussion about any proposed modifications. Dates for the 'phasing in' of any agreed modifications should be clarified with all parties, and with the students, if the modifications affect current students.

When modifications are approved, they should be formally recorded by the awarding institution and a copy lodged with the partner institution if appropriate, in order that the definitive programme documents, including the programme specification and Partnership Agreement are kept up to date.





Part D – Agreements⁴

There should be a written and legally binding agreement setting out the objectives of the partnership, the rights and obligations of the parties and signed by the authorised representatives of the partners. A register of collaborative and transnational links should be maintained by each Irish institution.

Partnerships are more likely to succeed and associated risks minimised, when all partners fully understand their rights and responsibilities. It is important, therefore, that written agreements are in place, and are reviewed periodically (e.g. as part of the periodic review of the related programme). Written agreements should be proportionate to the scale and nature of the activities involved. Institutions are recommended to take advice from their legal advisers regarding the content and form of all agreements, as they may differ depending on the type of agreement, overseas location etc. For example, documentation relating to a student placement arrangement may be relatively straightforward, whereas an overseas franchise arrangement would require a more complex agreement.

Irrespective of the type of the collaborative and transnational arrangement, it is important to recognise that the formal responsibility of an awarding institution for its awards, places upon it an obligation to make certain that academic standards and the student experience are secure. This formality offers protection to all parties, students as well as collaborating organisations, and its adoption in this spirit should help strengthen mutual confidence in the operation of collaborative and transnational activity.

Institutions should ensure that there is a clear and well publicised institutional policy on who is authorised to sign institutional agreements.

The existence of an agreement is not in itself a guarantee that the terms and conditions are being met effectively. As indicated in Section C above, mechanisms should be put in place to monitor the collaborative and transnational arrangement, in order to ensure that the terms, conditions and expectations that were originally approved (and/or anticipated) have been realised.

Formal agreements should be signed **before** the activity to which they relate commences. Formal written agreements should also be time limited (e.g. 5 years).

The frequency and nature of the monitoring and review process may best be decided by reference to institutional and national quality assurance requirements, the level of risk, proportionality and fitness for purpose. For example, the Qualifications and Quality Assurance (Education and Training) Act 2012, places explicit responsibility on designated awarding bodies to review the effectiveness of quality assurance procedures established by linked providers (para 37(i)).

The following table (which is not exhaustive) highlights a range of key matters relating to collaborative and transnational arrangements that should be considered when drafting an agreement:

⁴ This section draws on UK Quality Assurance Agency: Quality Code for Higher Education – Chapter B10: Managing higher education provision with others (2012)

Table 3
Collaborative Agreements - Key Issues

- names of the partners and the designated addresses for communication
- objective(s) of the agreement
- the rights and obligations and legal capacities of all partner providers
- the authorised signatories
- the nature of the services to be performed by each partner provider; specify the scope of the agreement and the relevant programme(s) and the award(s)
- the period of the agreement
- the conditions under which the agreement will be reviewed and renewed
- the entity (normally the partners) that students can hold legally liable for any deficiencies in the provision of education and training
- any limitations on liability and provide for mutual indemnification
- provision for the resolution of disputes arising in respect of the agreement
- the country within which the agreement is legally enacted and is to be interpreted
- a process for addressing disputes in respect of the agreement including any perceived breaches of the agreement and grievances by students and involved employees
- financial arrangements
- other costs and liabilities
- equality/diversity/inclusivity issues
- a definition of terms used in the agreement
- the regulations regarding marketing and advertising⁵
- intellectual property rights relevant to the collaborative or transnational provision
- arrangements relating to agents⁶
- provision for the termination or suspension of the agreement
- details of the programmes including:
 - programme curriculum, to include award standard, programme learning outcomes, prior learning and other entry requirements, programme assessment strategy, the conditions under which an award will be recommended, module intended outcomes, module assessment, suggested reading materials, language⁷ of tuition, assessment, etc.
 - programme structure including detail on learning environment and mode (this may also include details of curriculum elements developed and delivered by the partner)
 - programme governance and management
 - staff responsibilities (academic and administrative)
 - appointment of independent external examiners and/or provision of external monitoring/input, as appropriate
- the awarding body or bodies
- alignment with relevant frameworks e.g.: Irish NFO, ESG, national accreditation/quality assurance requirements and the corresponding local Framework of Qualifications etc. (in the context of transnational provision)
- procedures for fee payment, programme enrolment, student registration, etc.
- other regulations (transfer, progression, discipline, appeals, complaints etc.)
- the quality assurance procedures for the collaborative programme
- responsibilities and entitlements of students (including necessary student support services) at each of the partner provider sites and how the relevant services will be delivered
- provision of, and access by students to, staff, physical facilities and electronic resources
- arrangements for the issue of any required documents, such as parchments, transcripts and European Skills Passport
- the regulatory framework, including matters pertaining to professional recognition
- arrangements for any formal reporting requirements between partners and to national authorities taking cognisance of data protection and freedom of information issues crossing borders
- arrangements for the collection and maintenance of the information required by external quality assurance agencies⁸, accreditation and/or licensing authorities as may be required

A specimen Agreement is set out in Appendix 6. The content in the specimen agreement is not exhaustive (and reflects a particular type of partnership i.e. taught franchise), however, it will still serve as an aide-memoire regarding content and form for a wide range of collaborative/transnational arrangements.

⁵ Information given by a higher education provider or agent to prospective students and to those registered on a study programme established through transnational arrangements is appropriate, accurate, consistent and reliable

⁶ Third parties, such as brokers, facilitators, or recruiters, that act as intermediaries between awarding and providing institutions for establishing transnational educational arrangements. An agent is not usually involved in the provision of educational services.

⁷ It is recommended that institutions consider whether the benefits outweigh the risks involved in providing (teaching or assessing) programmes in languages other than their mother tongues.

⁸ The establishment of mutual accreditation agreements between relevant quality assurance agencies may facilitate such recognition.

Part E – Information for Students

Information provided to students about collaborative and transnational programmes should enable them to make informed decisions about the programme; gives a clear understanding of what the programme is about and what academic and professional qualification it will lead to upon completion, and who the partner institutions are. An institution may find the following helpful in this context:

- The information provided should be comparable in its level of detail and specificity to that given by the institution to 'home' students. The information will need to be translated for students on programmes delivered in a language other than Irish or English.
- Table 4 provides an indicative checklist in relation to the type of information that should be provided to students:

Table 4

Information for Students – Indicative Checklist

- A comprehensive programme handbook (e-version and/or hardcopy as appropriate) containing details of the curriculum, assessment scheme and regulations, timetable, staff names, contact points, and details about the institutions involved
- Credit structure and certification
- Information about the relationship between the partner institution(s) and the awarding body, including how quality assurance procedures work to safeguard the standards of the awards
- Entitlements/responsibilities of students in respect of their study on the programme, e.g. academic regulations regarding assessment, appeals procedures, participation in quality review mechanisms etc.
- Campus information
- Information on rights of access to services e.g. libraries, IT facilities, pastoral supports, health etc.
- Library rules
- Virtual Learning Environment
- Student Discipline
- Academic policies including information on plagiarism, attendance etc.
- Complaints procedures
- Health and safety matters
- Information on car parking, accommodation, transport, etc.

- Award Certification, transcripts and other student records

Award certificates and transcripts are important, to both the student and the awarding institution. In today's global environment with ever increasing student mobility, there is an essential requirement for detailed and appropriately authenticated award certificates, transcripts, student progress information, and other related documentation, such as the Diploma Supplement.

Control and security of the production, verification and the distribution arrangements for award certificates and transcripts is critical. It is essential that certificates for awards made to students whose study has been through a collaborative and transnational arrangement, should meet the same exacting standards for accuracy and clarity as are applied to certificates received by the 'home' students of the awarding institution. The production of certificates is the responsibility of the awarding institution.

Part F – Public Information, Publicity and Promotional Material

The awarding institution should take appropriate steps to ensure that any material produced by the partner institution or its agents for publicity or marketing purposes, makes proper use of the awarding institution's name/branding and does not contain misleading information relating to the nature of the arrangement and the programme and award concerned. Typically, the institutional or programme agreement should make specific reference to the responsibilities of the awarding institution and partner organisation in respect of publicity material.

The awarding institution should advise the partner institution about the use of the awarding institution's name/branding on the latter's promotional material in all media, including prospectuses, web pages and press releases, and marketing activities such as career fairs and open days.

Areas addressed in the advice may include:

- a. Use of the awarding institution's logo;
- b. An appropriate form of words to describe the relationship between the awarding institution and partner organisation;
- c. The correct title, qualification level* and nature of the award(s).
(* e.g. equivalence in a recognised Qualification Framework)

The awarding institution should also establish an appropriate mechanism for monitoring information about collaborative programmes produced by the partner organisation for publicity and marketing purposes. For example, the awarding institution may wish to see proof materials for advertising and web pages, especially during the early stages in the establishment of a relationship.

Some awarding institutions provide access to their own publicity and marketing expertise, and include information on collaborative programmes in the awarding institution's own publicity material (e.g. prospectuses) and marketing activities.

Some matters that an institution should consider include the following:

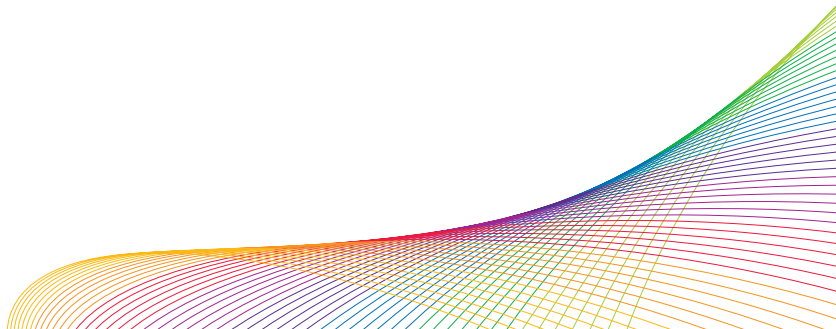
- Institutions should take due cognizance of relevant requirements under the Qualifications and Quality Assurance (Education and Training) Act 2012, for example, the Code of Practice for providers of programmes of education and training to international students in Ireland; International Education Mark etc.
- Any literature which is to be translated should be formally approved as stipulated in the inter-institutional agreement
- Prospective/current students should receive information relating to, for example:
 - the identity of the partner institutions/awarding bodies; the programme's validation status
 - the award-type
 - the award and its placement in relevant qualification frameworks
 - prior learning and other entry requirements
 - recognition by regulatory, statutory or professional bodies
 - programme structure and intended programme learning outcomes
 - the regulations and assessment criteria that apply
 - the schedule of placement/study (including any overseas) periods
 - any information that, under legislation pertaining at the time, must be provided to students

Appendix 1

Indicative Glossary

It is important to note that the terminology used in these guidelines is not intended to be definitive. The terms below are used in a general, non-legislative way (unless otherwise indicated), in order to facilitate the application of these guidelines across a wide spectrum of users and contexts:

- 1 **Agreement** a formal and legally binding agreement governing *inter alia*, inter-institutional partnership(s) and the operation of a programme(s).
- 2 **Approval** the formal process that higher education programmes/awards undergo, in order to ensure the quality and standards. This is normally undertaken through a system of peer review by a panel of academic staff including subject specialists.
- 3 **Articulation arrangement** a process whereby all students who satisfy academic criteria on one programme are automatically entitled (on academic grounds) to be admitted with advance standing to a subsequent stage of a programme of a degree awarding body. These arrangements are subject to a formal agreement between the parties.
- 4 **Awarding Body/ Institution** an organisation which makes an award.
- 5 **Branch campus** a campus of an institution that is located separately from the main or 'home' campus of the institution.
- 6 **Collaborative provision** where two or more higher education providers (which may include an awarding body) are involved, by formal agreement, in the provision of a programme of higher education and/or training.
- 7 **Cotutelle agreement (or Joint Research Degree)** an arrangement for a research degree student to be jointly supervised, usually by supervisors from different awarding institutions and in different countries.
- 8 **Designated Awarding Body** means a previously established university, National University of Ireland, an educational institution established as a university under section 9 of the Act of 1997, the Dublin Institute of Technology and the Royal College of Surgeons in Ireland.
(Qualifications and Quality Assurance (Education and Training) Act 2012 (Part 1 (2))
- 9 **Due Diligence** undertaking enquiries about a prospective collaborative and/or transnational arrangement to inform a decision on whether to proceed or not. (For example, governance, status, suitability as a potential partner etc).
- 10 **Franchising** a process by which a degree awarding institution agrees to authorise another organisation to deliver (and sometimes assess) part or all of one (or more) of its own approved programmes.
- 11 **Higher education provider** a generic term for those entities that deliver higher education which leads to an award from, or which is validated by, an Irish degree awarding institution/body.



- 12 **Institution** a general term used in these guidelines which refers to a broad range of organisational entities, involved in establishing, monitoring, validating and awarding collaborative and transnational higher educational provision e.g. universities, institutes, private colleges, awarding bodies, commercial enterprises, etc.
- 13 **Linked Provider** a linked provider is a provider that is not a designated awarding body but enters into an arrangements with a designated awarding body under which arrangement the provider provides a programme of education and training that satisfies all or part of the prerequisites for an award of the designated body. (Qualifications and Quality Assurance (Education and Training) Act 2012 (Part 1 (3))
- 14 **Joint Award** means a single award made jointly by two or more awarding bodies (as defined by Qualifications and Quality Assurance (Education and Training) Act 2012).
- 15 **Quality Assurance** is an all purpose phrase covering a range of activities and includes the systematic approval, monitoring and review of learning and teaching and the infrastructure that supports them, with the aim of programme enhancement and the safeguarding of the student learning experience.
- 16 **Transnational provision** the provision or partial provision of a programme of education in one country by a provider that is based in another country.
- 17 **Validation** an arrangement whereby a programme of study is developed, delivered and managed by a partner institution, but approved and quality assured by an awarding institution leading to one of its awards.

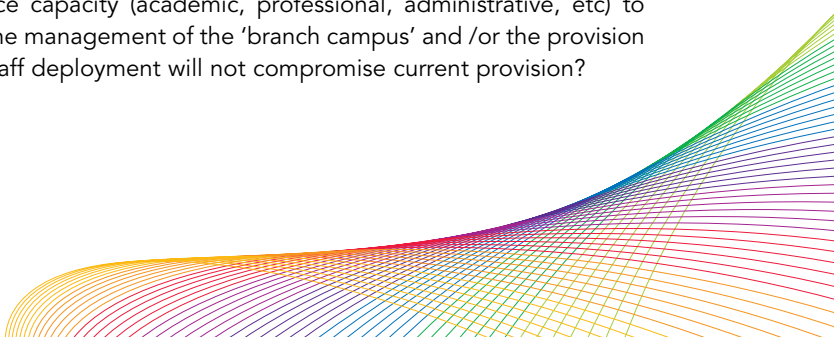
Appendix 2

Specimen Due Diligence Check List

An institution may wish to consider the following points regarding potential partners

Note: this list is not exhaustive and is intended only as an aide-memoire e.g. if a merger was proposed, a much more detailed due diligence check should be undertaken, including employment, real estate and similar. As there are many types of collaborative and transnational arrangements (e.g. different partners, location, programmes etc), an assessment should be made of the conditions that are required to enable the proposed arrangement to succeed. The Due Diligence enquiries should then be tailored to these, to ensure that appropriate and proportionate due diligence checks are made, in consultation with the proposed partner. Accordingly, institutions may wish to adapt their standard Due Diligence procedures to reflect the nature and type of proposal under consideration and the risks it may present.

1 General and Academic due diligence

- what benefits will derive from the partnership?
 - is there 'in principle' institutional management support (all prospective partners)?
 - is the proposed environment is one in which human rights can be respected and the ethical values of your institution upheld?
 - will the proposed environment will promote learning?
 - are the proposed education and training facilities appropriate?
 - do the partners have the competence and capacity to fulfil the roles assigned to them in a sustainable way?
 - can the partners have an open intellectual community that values critical reflection and fosters personal and professional development for students and staff?
 - are partner staff are appropriately qualified and experienced?
 - does the pedagogic style of the partners incorporate good practice?
 - do the partners have peer relationships with the broader local/regional community of higher education and training?
 - can the partners demonstrate an understanding that higher education and training is a collegial, international endeavour?
 - have the partners described and listed all formal collaborations with other higher education institutions or organisations?
 - do the partners have the human resource capacity (academic, professional, administrative, etc) to allocate staff on an appropriate basis for the management of the 'branch campus' and /or the provision of the proposed programmes, and said staff deployment will not compromise current provision?
- 

- will there be receiver-country recognition of awards made?
- are support services for students capable of being provided on a comparable basis to those available to students at the institution'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 validation offered through the partners are recognised by reputable bodies

2a Academic Standards and Quality Assurance due diligence (Internal focus)

- do the partners have robust quality assurance and quality enhancement policies, procedures and practices? Do the partner institutional strategies, policies and procedures for quality assurance meet for example, European (or relevant country/regional equivalent) standards for internal quality assurance within higher education institutions e.g. Part 1 of **Standards and Guidelines for Quality Assurance in the European Higher Education Area** (ESG)⁹ or the Malaysian Qualification Agency guidelines¹⁰. These may include:
 - Policy and procedures for quality assurance
 - Approval, monitoring and periodic review of programmes and awards
 - Assessment of students
 - Documented staff appointment procedures with criteria for appointment and promotion, Staff Development Provision
 - Learning resources and support
 - Information systems and data protection
 - Public information
- do the partners have a culture and practices underpinning access to, progression from and transfer within, higher education and training?
- do the partners assign credit in a transparent way, for example, consistent with the Bologna process and ECTS credit framework (or equivalent)?
- is the availability of support services for students comparable to those available to students at the institution's main location in Ireland?
- has the partner similar Agreements in place and can they confirm that they are currently in order?

2b Academic Standards Quality Assurance due diligence (External focus)

- are the requirements of the national quality agency or other licensing authorities in the relevant country (and the countries of other partner-institutions, where relevant) acknowledged and provided for?
- are the partners externally reviewed?
- are the partners in good standing with any relevant national agencies or require state 'permission' to engage in the provision envisaged?
- have procedures through which the requirements of external parties and the requirements of awarding bodies and other partner-institutions been established, so that they can be harmonised on a continuing basis?

⁹ [http://www.enqa.eu/files/ESG_3edition%20\(2\).pdf](http://www.enqa.eu/files/ESG_3edition%20(2).pdf)

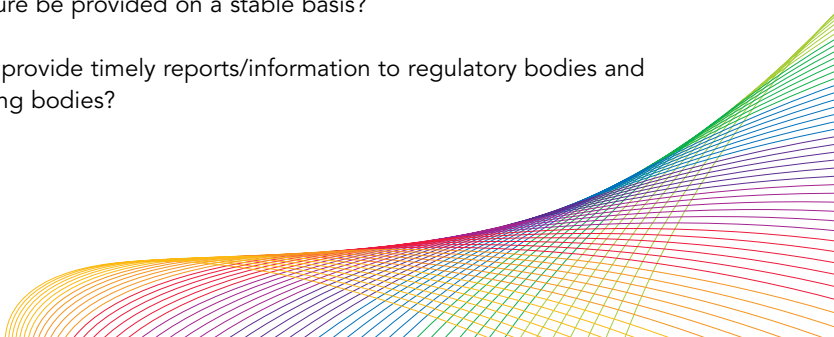
¹⁰ <http://www.mqa.gov.my>

- have matters relating to professional/statutory regulation, or otherwise, been considered?
- will the proposed programme be recognised in the jurisdiction in which it is proposed to offer it?
- is any proposed agreement consistent with relevant country/regional practice e.g. OECD/UNESCO Guidelines for Quality Provision in Cross-Border Education (2005); QQI Guidance; the Malaysian Qualifications Framework; etc?

3. Legal Requirements

- does the potential partner have the legal capacity to enter into an Agreement?
- are the legal requirements in the partner/transnational jurisdiction known and capable of being adhered to - e.g. delegated authority to make awards, compliance with national legislation relating to education or other domains, e.g. appropriate human resources policies and procedures, company registration etc?
- is the jurisdiction where the agreement is to be enacted, have agreed arrangements for the settlement of disputes, mediation, and sharing of liabilities defined?
- where relevant, do the potential joint awarding partners have the authority to make awards?
- are there issues relating to Freedom of Information legislation
- is Government Agency/Department support/approval required?
- are there any institutional Governance issues?
- are there statutory reporting requirements?
- is the proposed form of collaboration recognised?
- are there any intellectual property issues?

4 Financial and Resource Issues

- can the proposed programmes be funded in a secure way and is the partner institution adequately resourced to undertake and complete the programmes proposed?
 - is there clarity on financial matters such as sharing of costs and income; payment of taxation, including the currency/currencies in which fees and payments are to be made and arrangements for handling currency fluctuations?
 - are there appropriate transfer or bonding plans in place to protect students in the event that it is not possible to complete the provision of a programme after it has commenced?
 - are the financial plans based on realistic projections of student numbers and other variables e.g. income stress tested against varying student intake targets?
 - can the physical and electronic infrastructure be provided on a stable basis?
 - is the administrative infrastructure able to provide timely reports/information to regulatory bodies and other stakeholders including other awarding bodies?
- 

Appendix 3

Collaborative and Transnational Taught Programmes

Indicative Checklist for Staff Information Pack/Induction Seminar

Educational Partnerships

- Welcome
- Collaborative partnerships
- Institution X Organisational Structure
- Institution X Committee Structure/Terms of Reference

Institution X Programme Regulations

- Institution X Programme Regulations
 - Assessment
 - Grade Processing
 - External Examiners
 - Plagiarism etc.
 - Examination Question Papers

E Resources

- Blackboard
- Staff Portal

Library

- eJournals
- Databases
- Research Repository

Quality Assurance

- Student Module Feedback
- Annual Programme Reporting
- Periodic Programme/Institutional Review
- Using Student feedback

Staff

- Staff Cards
- Staff Development
- Institution X Teaching and Learning Support
- Copy of Student pack

Miscellaneous

- Academic calendar
- National Framework of Qualifications
- Institution X Student Code and Student Discipline

Appendix 4

Joint Degrees - Research

Definition

The partner institutions jointly develop and deliver a research programme leading to a single award from the participating institutions (joint award). One institution takes the lead in financial, administrative and quality assurance matters. The award makes reference to the input of the partner institution(s).

A joint research degree can be an effective way for institutions to increase their international links. However, typically such arrangements will involve low student numbers and the process for the approval of joint awards is relatively complex and can take some time to establish.

Common features may include:

- A programme of research is developed for the student and is delivered jointly by the partners.
- One institution is identified as the 'lead' or 'administering' institution. The 'lead' institution is normally responsible for administering the admissions, registration and other student related processes including the production of the final transcript and degree parchments. Students will normally attend the appropriate graduation ceremony at the lead institution. The role of lead institution should remain throughout the duration of the agreement.
- The student will be based at the lead institution and the partner institution as specified in a study timetable.
- The student should be provided with appropriate resources and facilities to undertake the programme of research.
- A minimum of two appropriately trained supervisors are appointed
- The lead institution and the partner institution are jointly accountable for the quality and standards of the provision and share agreed levels of operational responsibility.
- Students will be registered simultaneously at each institution but will be subject to the rules and regulations of the lead institution.
- The thesis will normally be written and defended in English and includes a summary written in English and the language of the partner institution. The lead institution's current regulations for thesis format should be followed.
- At least one examiner will be from the lead institution and one from the partner institution, who shall not be a Supervisor. If both parties agree, they can jointly appoint a single examiner from either institution.
- A joint qualification is awarded by the lead institution and the partner institutions. Hence, each institution must be able to confer a joint award.
- The financial arrangements for a joint degree will reflect the added administrative responsibilities of the lead institution.
- In general, the partner institution is expected to insure/indemnify the student whilst they are in attendance. Where this is not possible, the lead institution's insurers will normally provide cover.
- The relevant Graduate School will be responsible for monitoring overseas partnership arrangements.

A joint research degree arrangement can be a complex collaboration and it can take some time to develop.



Appendix 5

Joint Degrees - Taught

Definition

The partner institutions jointly develop and deliver a taught programme leading to a single award from all participating institutions (joint award). One institution takes the lead in financial, administrative and quality assurance matters. The award makes reference to the input of the partner institution(s)

Common features may include:

- A programme is developed and delivered jointly. The arrangement may include staff and/or student exchanges.
- A joint qualification is awarded by the partner institutions. Hence, each institution must be able to confer a joint award.
- The partner institutions are jointly accountable for the quality and standards of the provision and share agreed levels of operational responsibility for the provision.
- One institution is identified as the 'lead' or 'administering' institution. The 'lead' institution is normally responsible for administering the admissions, registration and other student related processes including the production of the final transcript and degree certificates. Ideally the role of lead institution should remain throughout the duration of the agreement as changing responsibilities can cause administrative difficulties and confusion for the students. The financial arrangements for a joint degree will reflect the added administrative responsibilities of the lead institution.
- Students will normally be registered at each institution but will be subject to the rules and regulations of the lead institution. They will normally attend the appropriate graduation ceremony at the lead institution.
- A *Joint Management Board* oversees the operation, management and enhancement of the partnership.
- A joint degree arrangement is a complex collaboration and can take some time to develop, approve and implement.

Appendix 6

SPECIMEN COLLABORATIVE AGREEMENT

between

name of COLLEGE/UNIVERSITY

and

COLLABORATIVE PARTNER INSTITUTION

in relation to

Name of Degree Programme

(Please note: the Agreement content is not exhaustive. Each Institution should develop and legally proof their own agreements, to reflect specific institutional requirements.)

DRAFT date





Specimen Collaborative Agreement

This Agreement is made the [] day of []

BETWEEN

(A) Name of Collaborative Institution of [ADDRESS] (hereinafter referred to as "Y")

and

(B) College X, of address, (hereinafter referred to as "X").

WHEREAS

(A) X has the power under [ABC STATUTE] to award degrees and other qualifications jointly with another institution or institutions, or other higher education institution(s), in the State or elsewhere, and

(B) Y and X wish to set out their mutual agreement in relation to the provision of a franchise programme (hereinafter referred to as "the Programme(s)") as listed in Schedule One.

IT IS AGREED AS FOLLOWS

1. Scope of the Agreement

Y and X shall jointly offer a programme(s) of study leading to a 123 award. The details of [this programme/ these programmes] are listed in Schedule One.

2. Roles and Responsibilities

The respective roles and responsibilities of X and Y in relation to the Programme(s) are set out in Schedule Two to this Agreement.

3. Structure of the Programme(s)

a) The structure of the programme(s) is set out in Schedule One of this Agreement, e.g.

- (i) The award and title
- (ii) Length of Programme
- (iii) Programme structure
- (iv) Curriculum
- (v) Learning Outcomes
- (vi) Assessment Strategy
- (vii) Language of tuition
- (viii) Credit Framework
- (ix) Regulatory Framework

b) Programme entry/admission requirements are specified in Schedule Three of this Agreement.

c) Changes to the programme(s) structure must be approved by the X Programme Board and its Y equivalent, which will make recommendations to the respective Academic/Governance Committees of each institution, following normal institutional procedures.

4. Student Progression

- 4.1 Day-to-day matters to do with student progression and welfare will be handled by Y.
- 4.2 However, student progression will be subject to the regulations of X and will be monitored by its Student Programmes Office (or equivalent) on behalf of the Admissions, Progress and Awards Committee (or equivalent). X agrees to accept all decisions taken on behalf of the Admissions, Progress and Awards Committee regarding student progression.
- 4.3 It will be the responsibility of Y to ensure that the Student Programmes Office (or equivalent) of X is informed timeously of all matters to do with student progression.
- 4.4 Students who have successfully completed the programme may attend a graduation ceremony at X or receive their award at Y.

5. Quality Assurance Arrangements

- a) X and Y will co-operate in collating all of the information needed and participate in quality review events to meet the requirements of internal quality review and external bodies or other professional and statutory bodies.
- b) The programme(s) of study will be subject to the normal quality assurance processes operated by each institution.
- c) It will be the responsibility of the Joint Programme Board to ensure that the respective quality assurance processes are complied with. The Joint Programme Board will also be responsible for student pastoral support and guidance in consultation with appropriate offices in the relevant institution.
- d) A meeting of the Joint Programme Board will be dedicated annually to the review of the programmes and will report to the appropriate authority in each institution, accordingly.

6. Financial Arrangements

The financial arrangements between Y and X in relation to the programme are set out in Schedule Four.

7. Indemnity and Liability

Each institution shall indemnify and keep indemnified its own staff, students and agents against claims arising under this Agreement. Neither institution shall be liable for any act, omission, neglect, default, loss, damage, personal injury or theft arising from the actions of the staff, students and agents of the other institution. See Schedule Five - Insurance.

8. Intellectual Property Rights

- 8.1 X regulations shall apply to the ownership and/or control of intellectual property used or generated in connection with the modules delivered at Y.
- 8.2 Both parties shall agree that wherever possible strict confidentiality will be observed in all communications relating to portable or potentially commercially valuable intellectual property created within the Programmes. Notwithstanding, X is subject to the Freedom of Information Act (1997 and 2003) and may disclose confidential information in compliance with that Act and shall take all reasonable steps to give the Y prior written notice before any such disclosure. Y shall take reasonable steps to give X prior written notice before any disclosure of information is made under any equivalent legislation.

9. Awards – Parchments and Transcripts

- a) Students who meet academic requirements shall be awarded an X Degree.
- b) X shall be responsible for the production of parchments, transcripts, progress files and/or Diploma Supplement

10. Marketing and Advertising

- a) X must approve, in advance, material to be used for marketing, publicity, advertising and other promotional purposes.
- b) The logos of both institutions will be afforded parity of esteem and placement in any such material.

11. Other Rights and Responsibilities of the Partners

e.g.

- a) Identification of restrictions in the relationship.
- b) Responsibility for official communication with other validating bodies or Professional, Statutory or Regulatory Bodies by each organisation
- c) Responsibility of each organisation for making returns for national (and other) agencies

12. Dispute Resolution

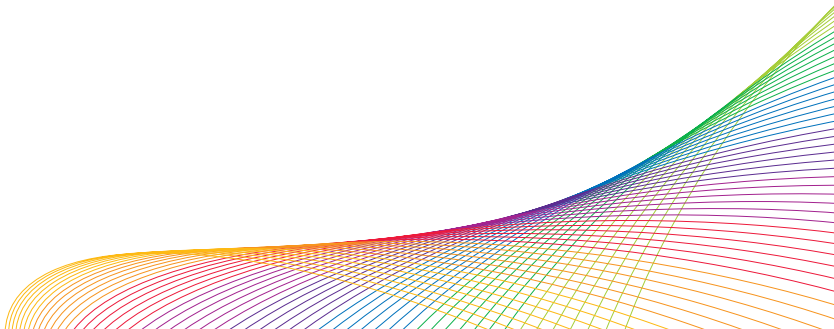
In the event of any dispute arising in respect of any provision of this Agreement, the dispute shall be referred to the Registrar of Y and to the Registrar of X, who may resolve the dispute or appoint an independent arbitrator for that purpose.

13. Duration

- a) This Agreement shall be effective as from [insert date] and shall be for an initial period of Z years. It shall be subject to review by X and/or Y before expiry of the Agreement and a decision as to whether to continue or terminate will be made at least [six months] prior to the expiry of the Agreement.
- b) The administrative arrangements for this Agreement shall be reviewed annually by the Joint Programme Board.
- c) If the Agreement is not terminated after Z years, it shall continue on these terms for a period of a further Z years, **subject to a satisfactory periodic review.**

14. Termination

- a) Either party upon 12 months' written notice may terminate this Agreement. In the event of the termination of the Agreement, both institutions will undertake to fulfil their obligation to residual students who have yet to complete the programme(s) of study. This may include providing the necessary support to enable students to complete the Programme(s) of study within a reasonable period of time.



- b) It is also agreed and understood between the institutions that should either one fail to perform the obligations of this Agreement due to any factor beyond their control, the Agreement may be terminated by written notice from the said institution and upon receipt of such notice by the other institution.
- c) In the event of one party being in material default of the agreement –
 - i. If it is possible for the breach to be remedied, the other party shall serve a notice upon the party in default requiring the breach to be remedied within 21 days or such other reasonable time as may be appropriate
 - ii. If the party in default fails to remedy the said breach within the time set out in the notice above, then, or in the case of the breach being not capable of being remedied, the other party may terminate this agreement upon less than 21 days notice in writing.

15. Force Majeure

- a) Neither party shall be liable to the other nor deemed in default under this Agreement, if and to the extent that such party's performance of this Agreement is prevented by reason of Force Majeure.
- b) The Force Majeure shall be deemed to commence when the party declaring Force Majeure notifies the other party of the existence of the Force Majeure (unless the other party already knows or ought to know of the existence of the Force Majeure), and shall be deemed to continue as long as the results or effects of the Force Majeure prevent the party from resuming performance in accordance with this Agreement. If either party is delayed at any time by Force Majeure, then the delayed party shall notify the other party in writing of such delay within 48 hours.

16. Notice and Other Communication

All notices, requests, demands, approvals or consents, or other communications hereunder shall be in writing and shall be deemed given if delivered by email/electronic communication, in person or by recognised courier or mailed postage-prepaid to the appropriate party at the address below:

For X:
 X
 Address
 Address
 Email:
 Tel:

For Y:
 Y
 Address
 Address
 Email:
 Tel:

17. Governing Law

This Agreement shall be governed by and shall be read and construed in all respects in accordance with the laws of the Republic of Ireland [and partner country]. In the event of there being a conflict in the said laws, the parties (or the arbitrator) may select one or other jurisdiction to apply to the dispute which shall give greater effect to the Agreement or be fairer between the parties or represent the interests of the defending party more fairly as they or s/he shall see fit.

IN WITNESS WHEREOF the parties have entered into this agreement

SIGNED BY [INSERT]) _____
President

for and on behalf of X

in the presence of:-

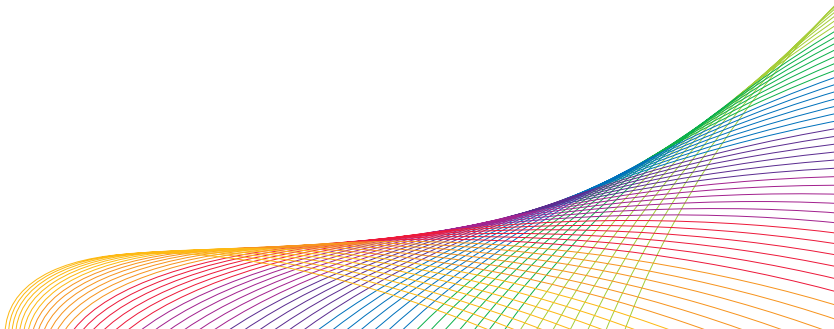
_____ Date: _____

SIGNED BY [INSERT] _____
President

for and on behalf of Y

in the presence of:-

_____ Date: _____



Specimen Collaborative Agreement

Schedule One - Structure of the Programme(s)

To be inserted

(e.g. Programme Specification?)

e.g.

- (i) The award and title
- (ii) Length of Programme
- (iii) Programme structure
- (iv) Curriculum
- (v) Learning Outcomes
- (vi) Assessment Strategy
- (vii) Language of tuition
- (viii) Credit Framework
- (ix) Regulatory Framework

Specimen Collaborative Agreement

Schedule Two: Roles and Responsibilities of X and Y

1. Joint Programme Management

- a) A *Joint Programme Board* (hereafter referred to as the Programme Board) will be responsible for the academic management of the [insert programme title] programme(s). This Board will comprise module co-ordinators, student representation and such other members as are determined from time to time by the respective Academic Councils (or equivalent).
- b) *Programme Chair* will be appointed by X. The Chair will be responsible for the management of academic aspects of the programme in consultation with the Programme Board. The Programme Chair will represent the Programme Board at the X School of B. Minutes of the meetings of the Programme Board will be submitted to the UCD School of B and the equivalent body at Y.
- c) A *Programme Examination Board*, will be established and will determine the recommendations to be made to the Academic Council (or equivalent) of X in respect of students' grades and of the award of the 123 degree.

2. Modules

Modules are owned and are the property of the institutions responsible for their academic development and delivery [or X exclusively]. Each institution will retain the right to use, modify and develop any material prepared for the modules, consistent with the overall content and learning outcomes of the programme, and subject to approval by the Programme Board. The intellectual property rights of material developed by each institution shall remain the property of the institution. Modules developed by any third party shall be subject to the validation and quality assurance procedures of X.

3. Admissions

- a) The Programme Board, following consultation with the relevant unit(s) within each institution, shall agree the target intake of students.
- b) Applicants will apply for the programme(s) on an approved application form to X. The Programme Board will establish an Admissions sub-committee to approve or reject applications. X will process the letters of offer.
- c) The entry requirements are attached in Schedule Three. Late applications may be considered at the discretion of the Programme Board.

4. Registration and Fees

- a) Details of tuition fees and other charges, if applicable, are attached in Schedule Four.
- b) Students admitted to the programmes shall be registered with X. Registration information will be shared between both institutions. Students shall be entitled to the privileges and subject to the duties and responsibilities of students of X.
- c) Duplicate student records will be maintained by each institution. Each institution shall comply with the relevant Data Protection legislation in relation to the confidentiality of any personal data held by them.
- d) Officers responsible for student records in both institutions will consult as necessary to ensure the accuracy of student records and internal and external management returns. Notwithstanding differences in institutional procedures, the final arbiter in resolving differences will be the Registrar (or equivalent) of X.

- e) The Programme Board will consider cases for deferral and may permit a student to defer in any semester upon written request in accordance with the procedures of X.

5. Student Discipline Code, Complaints and Appeals

- a) Students are subject to the Discipline Codes of both institutions. Students will be expected to familiarise themselves with the relevant regulations. With respect to specific modules, students will be subject to the relevant regulations of the delivering institution. With respect to general student behaviour, the students will be subject to the relevant regulations on whose site they are present.
- b) Matters relating to student discipline shall be considered by the Programme Board in the first instance. If applicable, the Programme Board will decide under which institution's discipline code the case will be considered.
- c) A report on the outcome of the disciplinary matter shall be forwarded to the other institution.
- d) Student complaints will be processed under the scheme in the institution in which the complaint has arisen. The outcome of the complaint shall be reported to the other institution.
- e) In the event of an appeal of assessment made by any student, it will be considered under the regulations of the institution responsible for assessing the module concerned. The other institution will be consulted in the process and will receive a full report on any appeal.

6. Examination Arrangements

- a) The Programme Examination Board will determine the recommendations to be made to the Academic Council of X (or equivalent) in respect of students progressing and of the award of ABC. Prior to each institution designated meeting, the Programme Board will convene along with the nominated external examiner(s) to review examination scripts/assignments/dissertations etc and endorse the examination results to be submitted to the School Board at X.
- b) The nomination and approval of a programme external examiner will be subject to agreement by X. The cost of the fees and expenses of external examining will be met (shared equally/percentage split/wholly?) by [insert name of institution(s)].

7. Quality Assurance Arrangements

- a) The institutions will co-operate in collating all of the information needed and participate in quality review events to meet the requirements of internal quality review and external bodies or other professional and statutory bodies.
- b) The programme(s) of study will be subject to the normal quality assurance processes operated by each institution, as specified in Schedule Six.
- c) It will be the responsibility of the Programme Board to ensure that the respective quality assurance processes are complied with. The Programme Board will also be responsible for student pastoral support and guidance in consultation with appropriate offices in the relevant institution.
- d) A meeting of the Programme Board will be dedicated annually to the review of the programmes and will report to the appropriate authority in each institution, accordingly.

8. Awards – Parchments and Transcripts

- a) Students who meet academic requirements shall be awarded a 123 Degree.
- b) X shall be responsible for the production of parchments, transcripts, progress files and/or Diploma Supplement etc

9. Staff

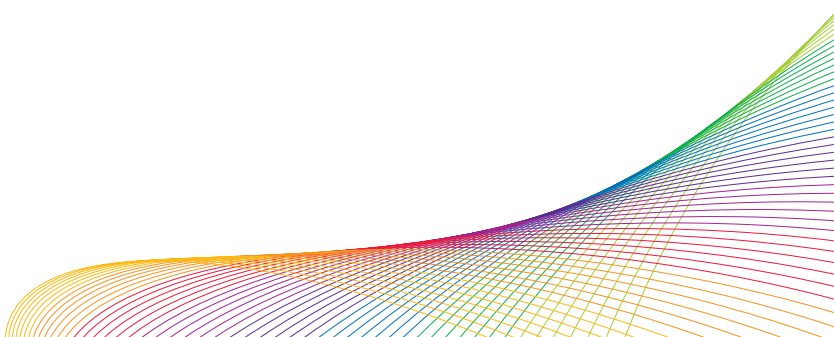
- a) Each institution shall be responsible for ensuring the availability of appropriately qualified teaching and support staff to maintain and deliver the programmes.
- b) Each institution will be responsible for its own staff development. Joint activities, including research exchanges, are to be encouraged.
- c) Recognised teachers from Institution Y shall not/shall be entitled to (the following specified) benefits from Institution X.

10. IT Support

Each institution will be responsible for its own staff and student IT provision and support. However, infrastructural developments to facilitate the web-based or remote delivery of modules by both institutions may be jointly progressed, and any such development to be subject to a separate agreement, in line with the overall ethos of joint ownership, responsibility and benefit.

11. Other Rights and Responsibilities of the Partners

e.g.

- a) Identification of restrictions in the relationship.
 - b) Responsibility for official communication with other validating bodies or Professional, Statutory or Regulatory Bodies by each institution
 - c) Responsibility of each institution for making returns for national (and other) agencies
- 

Specimen Collaborative Agreement

Schedule Three – Entry Requirements

To be inserted

e.g.

(i) General Requirements

- age
- matriculation
- admission
- eligibility: residence and education
- assessment of application
- etc.

(ii) Specific/Additional Requirements

- Subjects/Qualifications
- Grades/points
- English language – IELTS Score of XX with a minimum of XX in each component
- etc.

(iii) Other Requirements

- Deferred entry
- Important dates/deadlines for applicants
- etc.

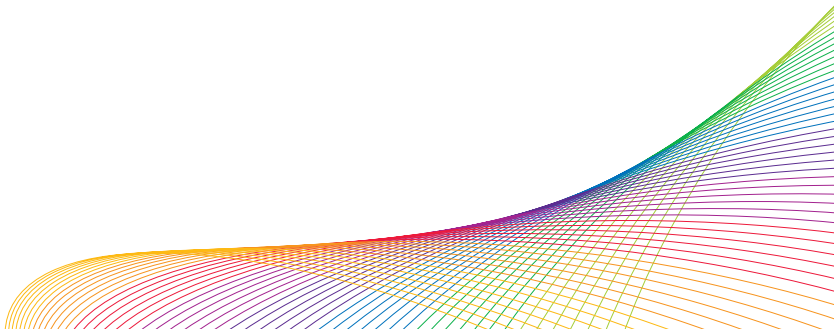
Specimen Collaborative Agreement

Schedule Four - Financial

To be inserted

e.g.

- (i) Tuition fee level / collection and bank transfer arrangements
- (ii) Percentage Split of Income and the Timing of Transfers in the specified currency
- (iii) Responsibility for costs e.g.
 - Travel and subsistence
 - Quality review
 - External examiners
 - Registry support
 - X and local lecturer costs and payments
- (iv) Role of X Finance Office and X Internal Audit
- (iv) Review of student numbers on an annual basis



Specimen Collaborative Agreement

Schedule Five - Insurance

X and Y will maintain policies of insurance covering any negligent acts, errors or omissions in connection with their performance of the Agreement with limits of indemnity of not less than:

- Public Liability - €XM in any one event, unlimited in the aggregate?
- Employers' Liability - €XM in any one event, unlimited in the aggregate?
- Professional Indemnity - €XM in aggregate in any one year of insurance?

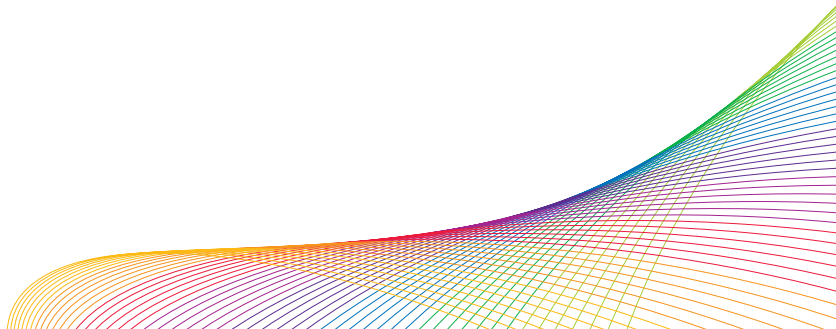
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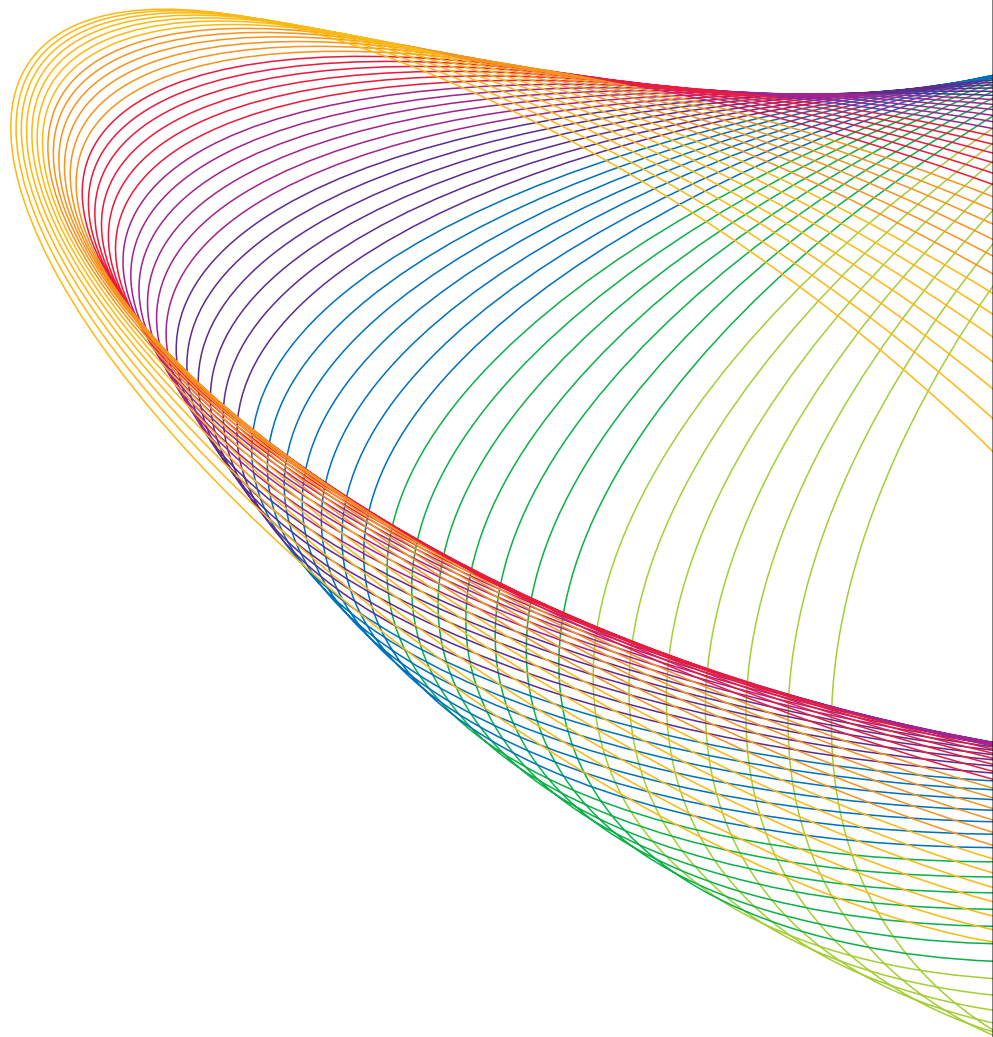
Schedule Six – Quality Assurance

To be inserted.

e.g.

- (i) Staff/student Committees
- (ii) Student Feedback mechanisms (Assessment)
- (iii) Student Feedback on Modules
- (iv) Annual Programme Reporting
- (v) Programme/Collaborative Arrangement Periodic Review





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