



**Quality Assurance Policy**

**Collaborative Provision**  
**including**  
**Transnational Collaborative Provision**  
**and Joint Awards**

As agreed by Academic Council on 17<sup>th</sup> June 2019  
and by the Governing Body on 27<sup>th</sup> June 2019

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# 1 Overview

## 1.1 Introduction

1.1.1 This policy document specifies Galway-Mayo Institute of Technology's (GMIT) quality assurance procedures for the collaborative provision of taught programmes, including for joint awards and transnational collaborative provision. It sets out the context, guiding principles, and framework of responsibilities, structures and processes for:

- the establishment, approval and governance of partnerships for collaborative provision;
- the development of collaborative provision programmes, the validation or re-validation of collaborative provision programmes and awards, and the authorisation to proceed;
- the on-going management of joint awards and collaborative provision programmes, including delivery, assessment, monitoring, periodic review, evaluation and response, and the provision of information for students and for the general public;
- obtaining delegated authority from QQI for the awarding of joint awards.

1.1.2 The policy is intended to inform stakeholders about the Institute's procedures for assuring the standards and quality of collaborative provision. It is a guide and support for Institute staff, and for prospective and current partners, in developing and managing collaborative provision. It provides a basis for fostering and facilitating a culture of engagement, quality, continuous improvement and professionalism in practice. It is a safeguard against academic, administrative and/or financial impropriety, recklessness and negligence.

## 1.2 Nature and Scope of Collaborative Provision

1.2.1 GMIT is involved in a broad and diverse range of collaborative partnerships including, inter alia, for teaching and learning, research and development, student project collaboration, staff and student mobility, access, transfer and progression, and community engagement.

*Collaborative provision means two or more providers being involved by formal agreement in provision of a programme of higher education and training<sup>1</sup>.*

This policy covers partnerships entered into for the purpose of provision of taught programmes of higher education and training leading to awards, including joint awards.

1.2.2 Collaborative provision incorporates a diverse range of potential partnership arrangements. It may include: national and transnational partnerships; partnerships with other higher education providers, and/or with private, public, voluntary and community sector organisations; franchise arrangements for the delivery of existing programmes in partner institutions, the customisation and delivery of existing programmes in accordance with partner local requirements, and/or the design and delivery of new programmes, and

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<sup>1</sup> QQI (2012). *Policy for Collaborative Programmes, Transnational Programmes and Joint Awards*. <https://www.qqi.ie/Publications/>

joint awarding agreements.

An indicative taxonomy of various forms of collaborative provision is outlined in Appendix 2.

1.2.3 The quality assurance procedures set out in this policy apply to all collaborative provision of taught programmes involving GMIT as a partner that lead to the making of awards, including joint awards. This includes transnational collaborative provision. They apply whether the awarding body is GMIT or another awarding body, or a combination of GMIT, QQI and another awarding body.

1.2.4 Transnational provision involves the provision of a programme of education, or part of a programme, in more than one country. It does not necessarily involve collaborative provision.

The procedures set out in this policy apply primarily to collaborative transnational provision. However, the general principles and the procedures relating to validation, authorisation and on-going programme management apply to all transnational provision.

### 1.3 Regulatory Context

1.3.1 GMIT complies with the requirements of Ireland's national legislation<sup>2</sup>, agreements and regulations, including with Quality and Qualifications Ireland's (QQI)<sup>3</sup> quality assurance framework. It operates in accordance with the requirements of the National Framework of Qualifications (NFQ) and within the boundaries of its delegated authority to make awards.

The Institute's policy on collaborative provision is consistent with QQI standards, guidelines, policies and criteria relating to programmes and awards. In particular, it applies the *Policy for Collaborative Programmes, Transnational Programmes and Joint Awards* (2012)<sup>4</sup>. It is also consistent with the Irish Higher Education Quality Network (IHEQN) *Draft Guidelines for Collaborative and Transnational Provision*<sup>5</sup>.

1.3.2 GMIT is committed to applying the *Standards and Guidelines for Quality Assurance in the European Higher Education Area (ESG)*<sup>6</sup>. This commitment underpins the design and implementation of all elements of its Quality Assurance Framework (QAF) including this policy on collaborative provision. It is expected that partners in collaborative provision

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<sup>2</sup> In particular, *Qualifications and Quality Assurance (Education and Training) Act 2012* and *Institute of Technology Act 2006*. Both Acts are available at [www.irishstatutebook.ie](http://www.irishstatutebook.ie)

<sup>3</sup> [www.qqi.ie](http://www.qqi.ie)

<sup>4</sup> QQI (2012). *Policy for Collaborative Programmes, Transnational Programmes and Joint Awards*. <https://www.qqi.ie/Publications/>

<sup>5</sup> IHEQN (2013). *Guidelines for the Approval, Monitoring and Review of Collaborative and Transnational Provision* Available at [http://www.iheqn.ie/fileupload/File/IHEQN\\_Guidelines\\_Collaborative\\_Provision\\_FINAL\\_21May13\\_55218605.pdf](http://www.iheqn.ie/fileupload/File/IHEQN_Guidelines_Collaborative_Provision_FINAL_21May13_55218605.pdf)

<sup>6</sup> European Association for Quality Assurance in Higher Education (ENQA) (2015). *Standards and Guidelines for Quality Assurance in the European Higher Education Area (ESG)* Available at <https://enqa.eu/index.php/home/esg/>

will share this commitment.

In the case of transnational provision, GMIT will be cognizant of the relevant parts of the OECD/UNESCO *Guidelines for Quality Provision in Cross-Border Education* (2005)<sup>7</sup> the related and complementary *UNESCO/APQN Toolkit: Regulating the Quality of Cross-border Education* (2006)<sup>8</sup>, the UNESCO/Council of Europe *Revised Code of Good Practice in Provision of Transnational Education* (2007)<sup>9</sup>, the Council of Europe's Lisbon Convention on the Recognition of Qualifications (1997)<sup>10</sup>, and IHEQN's *Provision of Education to International Students: Code of Practice and Guidelines for Irish Higher Education Institutions*<sup>11</sup>.

1.3.3 The following documents are also relevant:

*QQI Policy and Criteria for Making Awards 2017*<sup>12</sup>

Sectoral Protocol for the Delegation of Authority (DA) by Quality and Qualifications Ireland (QQI) to the Institutes of Technology (IoT)s to make Joint Awards, 2014<sup>13</sup>

*QQI Code of Practice for Provision of Programmes of Education and Training to International Learners*<sup>14</sup>

European Approach for Quality Assurance of Joint Programmes, 2014<sup>15</sup>

1.3.4 GMIT's QAF<sup>16</sup> establishes the context and broad philosophy for quality assurance and quality enhancement in the Institute. The procedures specified in this document form part of the QAF and should be read in conjunction with its other elements.

The Institute's Academic Council<sup>17</sup> is responsible for advising its Governing Body on all aspects of the QAF. All Academic Codes of Practice and Academic Policies, including this policy on collaborative provision, are subject to approval by the Governing Body

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<sup>7</sup> OECD/UNESCO (2005). *Guidelines for Quality Provision in Cross-Border Education*. Available at [http://www.unesco.org/education/guidelines\\_E.indd.pdf](http://www.unesco.org/education/guidelines_E.indd.pdf)

<sup>8</sup> UNESCO (2006). *UNESCO/APQN Toolkit: Regulating the Quality of Cross-border Education*. Available at <http://www.unescobkk.org>

<sup>9</sup> UNESCO/Council of Europe (2007) *Revised Code of Good Practice in Provision of Transnational Education*. Available at [http://www.ond.vlaanderen.be/hogeronderwijs/bologna/documents/lrc/code\\_tne\\_rev2007.pdf](http://www.ond.vlaanderen.be/hogeronderwijs/bologna/documents/lrc/code_tne_rev2007.pdf)

<sup>10</sup> Council of Europe (1997), *Convention on the Recognition of Qualifications concerning Higher Education in the European Region*, European Treaty Series No. 165. Available at <http://conventions.coe.int>

<sup>11</sup> Available at <http://www.iheqn.ie/publications/>

<sup>12</sup> Available at <http://www.qqi.ie/Publications>

<sup>13</sup> Available at <http://www.qqi.ie/Publications>

<sup>14</sup> Available at <http://www.qqi.ie/Publications>

<sup>15</sup> Available at <https://enqa.eu/index.php/european-approach-for-quality-assurance-of-joint-programmes/>

<sup>16</sup> GMIT's QAF consists of the entire corpus of Academic Codes of Practice and Academic Policies approved by the Governing Body on the advice of the Academic Council. These are available at <https://www.gmit.ie/general/quality-assurance-framework>

<sup>17</sup> The functions of the Academic Council are specified in section 10 of the Regional Technical Colleges' Act 1992 as amended by section 11 of the Institutes of Technology Act 2006. The specific provisions are outlined in Academic Code of Practice No. 1.

acting on the advice of the Academic Council.

The principal role of the Institute's Executive Board<sup>18</sup> is to advise and support the President in the leadership, development and management of the Institute.

All collaborative provision partnerships require the approval of the Governing Body acting on the advice of the Academic Council and the Executive Board.

GMIT recognises and understands that it may not delegate to a third party the authority delegated to it by QQI.

The Institute is acutely aware of its responsibility for promoting, developing and maintaining the academic reputation and high standing of Irish higher education and awards. In fulfilling this responsibility, it will apply, as a minimum, the same quality assurance standards to collaborative provision as it does to its individual provision, whether in a national or transnational context.

- 1.3.5 Transnational provision is cross-jurisdictional. Subject to applying the ESG and adhering to the Irish legal, regulatory and quality assurance framework, the Institute recognises that collaborative provision in which it is a partner will also respect and accord with the legislative, regulatory and quality assurance requirements of all the other partner providers to the extent that this is necessary and beneficial.

## 1.4 Strategic Context

- 1.4.1 GMIT's strategic direction is shaped and driven by the Institute's vision:

*To provide our students with a transformative university experience, empowering our graduates to fully contribute to the social, economic and cultural betterment of society.*

The strategic direction is articulated in a five-year Strategic Plan<sup>19</sup>. This establishes the strategic context for the development of collaborative provision.

- 1.4.2 In general, collaborative provision offers the Institute and its partners a means of augmenting the range and scope of academic programme provision, of attracting students, of increasing the diversity of the student body, of creating opportunities for students to encounter new ideas, of enriching students' cultural experience, and of enhancing capacity and expertise in programme design, delivery and assessment. Ideally, collaborations will align the respective strengths of the partner institutions to leverage synergies in teaching and learning.

GMIT's involvement in collaborative provision should enhance its reputation both nationally and internationally.

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<sup>18</sup> The Executive Board comprises the Institute's senior managers.. It is chaired by the President.

<sup>19</sup> The current strategic plan is for the period 2019-2023.

## 1.5 General Guiding Principles for Collaborative Provision

1.5.1 The core guiding principles that underpin and inform GMIT's involvement in collaborative provision are as follows:

1. Partnerships for collaborative provision should be established within the context of a clearly articulated strategic direction and strategic plan. They should give rise to clearly identified potential strategic benefits and synergies.
2. The establishment and approval of partnerships for collaborative provision are subject to appropriate academic, legal and financial due diligence and risk assessment. Approval of partnerships is subject to compliance with Qualification Standards, as established under various National Qualifications Frameworks.
3. Partnerships for collaborative provision should establish appropriate and transparent governance arrangements that safeguard against academic and/or financial impropriety, recklessness and negligence. Where necessary, technical advice will be sought from appropriate bodies in relation to cross-jurisdictional legal issues and qualifications recognition.
4. Partnerships for collaborative provision should be established and conducted in a spirit of collective ownership, mutual respect, trust, openness and transparency. Transnational partnerships, in particular, should accommodate difference (in culture, teaching and learning norms, pedagogical practice, resourcing, legal issues etc.) having due regard for ethical considerations, including respecting the rights of students, staff, and partners.
5. Partnerships for collaborative provision should incorporate flexibility and allow for continuous dialogue and interaction among the partners, to facilitate evolution and development in response to challenges posed by a dynamic national and international higher education environment.
6. A formal written agreement among the partners, known as a *Consortium Agreement*, must be approved by GMIT's Governing Body, acting on the advice of the Academic Council and Executive Board, as a precondition for the validation, re-validation and authorisation of collaborative programmes. GMIT will publish appropriate information on the collaborative relationships they maintain with other bodies.
7. GMIT is responsible for the academic standards and quality assurance of programmes it is involved in offering under collaborative provision partnerships. Programmes offered under collaborative provision, including awards made jointly with another institution/ awarding body, will be subject to the core quality processes that underpin all of GMIT's programme portfolio, including validation, ongoing monitoring and periodic revalidation.
8. GMIT expects that all collaborative partners will affirm their individual and collective responsibility for academic standards and quality assurance.

9. Programmes and awards offered under collaborative provision will be expected to apply, as a minimum, the same academic standards and quality assurance in all delivery locations as corresponding or comparable individual provision by GMIT.
10. All programmes offered under collaborative partnerships are subject to validation or re-validation by GMIT's Academic Council, and authorisation to proceed by its Executive Board.
11. The best interests, well-being and protection of students remain core concerns in collaborative provision. Due consideration will be given to the academic support and pastoral care of enrolled students, and to their active involvement in quality assurance.

## **1.6 Phases in Quality Assurance of Collaborative Provision**

- 1.6.1 The procedures for quality assurance of collaborative provision can be classified into three distinct albeit inter-dependent phases. These are:
  - (1) The establishment, approval and governance of partnerships for collaborative provision. This includes the following stages:
    - (i) Identification of, and preliminary research on, prospective partners.
    - (ii) Memorandum of Understanding.
    - (iii) Due Diligence and Risk Assessment.
    - (iv) Consortium Agreement and a Joint Awarding Agreement (if applicable).
  - (2) The development of collaborative programmes, the validation or re-validation of collaborative programmes and awards, and the authorisation to proceed. This includes the following stages:
    - (i) Programme development.
    - (ii) Programme validation or re-validation.
    - (iii) Programme authorisation.
  - (3) The on-going management of collaborative provision programmes, including delivery, assessment, monitoring, periodic review, evaluation and response, and the provision of information for students and for the general public.

The phases in the procedure are depicted in a flow chart in Appendix 6.

Each phase is considered in detail below: phase (1) is considered in section 2; phase (2) is considered in section 3; phase (3) is considered in section 4.

- 1.6.2 The completion of phase (1) is a precondition for phase (2) to formally proceed. In practice, however, activities in phase (2) may be undertaken concurrently with phase (1), in the interests of expediency. For example, preparatory work on a collaborative programme document required for validation may be undertaken prior to the conclusion of phase (1) in the expectation of the approval of the proposed partnership.



## **1.7 Suspension and/or Termination of a Collaborative Provision Partnership**

- 1.7.1 GMIT recognises that the suspension and/or termination of a collaborative provision partnership may be required in certain exceptional circumstances. These include, *inter alia*: the partnership has not delivered the envisaged collaborative provision; the partnership is not performing in accordance with the Consortium Agreement; GMIT has serious concerns about the quality of provision by a partner and about whether the interests of students are being adequately served; a significant deterioration in the financial circumstances of a partner; breaches of trust and ethical concerns; concerns about changing circumstances in a partner's country.

Provision for suspension and /or termination of partnerships must be provided for in the Consortium Agreement. This must include arrangements for students and other stakeholders in the event of this happening.

## **1.8 Interpretation**

- 1.8.1 For the purposes of this document, the definitions in the Glossary of Terms (Appendix 1) apply.

## **2 Partnerships for Collaborative Provision: Establishment, Approval, Governance**

### **2.1 Stages**

2.1.1 There are a number of distinct stages in the process of establishing and approving prospective partnerships for collaborative provision of taught programme and awards. These are:

- (i) Identification of, and preliminary research on, prospective partners.
- (ii) Memorandum of Understanding.
- (iii) Due Diligence and Risk Assessment.
- (iv) Consortium Agreement and a Joint Awarding Agreement (if applicable).

Each stage is considered in turn below.

2.1.2 Arrangements for the governance and review of approved partnerships will be specified in the Consortium Agreement. Consideration of the appropriateness and adequacy of these arrangements will be an element in the approval process.

### **2.2 Identification of, and preliminary research on, prospective partners**

2.2.1 Initial proposals for collaborative provision partnerships can originate from a wide variety of sources and in a wide variety of ways, both formal and informal. For example, they may arise from a formal approach by another organisation inviting GMIT participation in a consortium, or from an informal serendipitous conversation among academics meeting at a conference.

2.2.2 All initial proposals must be submitted formally to the Executive Board for authorisation to proceed towards developing a Memorandum of Understanding with the prospective partner(s).

Proposals will normally be submitted through the relevant Head of Academic Unit, who will act as sponsor of the proposal at Executive Board and other forums as required.

In certain cases, if deemed necessary, the President may appoint a member of the Executive Board to act as sponsor.

The sponsor, who will be independent from the due diligence process, will be responsible for guiding the proposed partnership through the establishment and approval process, including liaison with prospective partners. Subsequently, the sponsor will be responsible for bringing proposed collaborative provision programmes through the validation process.

2.2.3 The proposal should include a broad outline of the nature and purpose of the proposed collaboration, an indication of its consistency with Institute strategy, a sketch of potential benefits and synergies arising, an indication of resourcing implications and of viability, an indication of potential reputational enhancement and risk issues, and a preliminary research report on the prospective partner(s).

These are the broad criteria the Executive Board will apply in evaluating proposals.

The Institute will develop a guidance document for submitting initial proposals based on its experience over time in this regard.

2.2.4 The preliminary research report should provide a broad overview of the prospective partner(s). It should outline:

- A summary profile of the prospective partner(s), including history, location, nature, scope, and scale of activities.
- The academic, legal and financial standing of the prospective partner(s). This information will generally be available through public documentation, the experience of other Irish institutions, and/or regulatory agencies, including QQI. In certain cases, it may be supplied directly by the prospective partner(s).
- Awarding and validating authority of the prospective partner(s), and their relationship with the awarding authority in the jurisdiction(s).
- Potential cultural or ethical issues of relevance to the proposed partnership.
- Other issues deemed significant for consideration by the Executive Board.

The Executive Board will be responsible for the preparation and annual maintenance of such a profile document for GMIT. This will be posted on the Institute website and can be provided directly to prospective partners. It will serve as a model for the preliminary research report.

2.2.5 The Executive Board can decide to authorise the sponsor to proceed towards developing a Memorandum of Understanding with the prospective partner(s). It can also decide to reject the proposal, or to seek further information and clarification from the sponsor for reconsideration at a later meeting.

The decision of the Executive Board will be formally recorded in the minutes of the meeting and communicated in writing to the sponsor. In the event that a proposal is rejected, the reason should be stated.

The Academic Council and the Governing Body will be informed by the Vice President for Academic Affairs & Registrar about the Executive Board decision.

## **2.3 Memorandum of Understanding**

2.3.1 Following authorisation by the Executive Board to proceed, the sponsor will be responsible for drafting and agreeing a Memorandum of Understanding (MoU) with the prospective partner(s).

In the case of proposed transnational collaboration, the sponsor will seek the involvement, support and advice of the International Office.

2.3.2 A MoU is a formal document that outlines the broad parameters of the proposed collaboration. It is a statement of intent and there is an expectation that it will lead to the collaborative activity envisaged. However, it is not binding on the parties and does not

constitute sanction to deliver a collaborative programme. It provides an authorisation to proceed with a Due Diligence and Risk Assessment exercise as a basis for entering into a Consortium Agreement.

2.3.3 A MoU should:

- outline the broad nature and purposes of the proposed collaboration;
- declare any legal or other constraints on the collaborative activity that may be engaged in by the partners;
- outline the relationship between the parties and any relevant awarding bodies quality assurance agencies, government Ministries, and/or other regulatory agencies;
- specify any statutory, regulatory and/or professional body recognition and approval that may be necessary and/or desirable for the proposed collaborative provision;
- specify the duration of the MoU;
- specify the period of notice required for termination of involvement by any one of the parties.

A template for a MoU is included in Appendix 3.

2.3.4 The final draft of a proposed MoU must be approved by the Executive Board.

2.3.5 The MoU will be signed on behalf of GMIT by the Institute's President or his/her nominee. It is expected that signatories on behalf of the other partner institutions will hold equivalent authority within their organisations.

The MoU is signed exclusively on behalf of the Institute, not on behalf of an individual school, department or other organisational sub-unit.

The Academic Council and Governing Body will be informed by the Vice President for Academic Affairs & Registrar about the signing of the MoU.

2.3.6 The Executive Board will be responsible for maintaining a Register of extant MoUs. This will be publicly available.

Sponsors will be required to submit an annual progress report to the Executive Board on extant MoUs which have not yet led to the signing of a Consortium Agreement.

The Register will be reviewed annually by the Executive Board, and amended and updated as required.

2.3.7 MoUs that have not led to the envisaged collaborative provision within the specified duration of the agreement (usually five years) may be nullified or extended by the Executive Board, following appropriate consultation with the sponsor and the partner(s).

The Executive Board may decide to terminate a MoU at any stage in accordance with the specified terms.

2.3.8 Extant MoUs will be reviewed at periodic intervals by the Academic Council in the context of the Institute's QAF: for example, as part of annual school reports, the

programmatic reviews, and the institutional review.

## **2.4 Due Diligence and Risk Assessment**

- 2.4.1 A Due Diligence and Risk Assessment exercise must be undertaken by the Institute prior to entering into a Consortium Agreement for collaborative provision. The signing of a MoU authorises the Institute to proceed with undertaking this exercise.

GMIT will enter into a legally binding non-disclosure agreement with its prospective partners covering any private information shared and/or acquired during this process. The agreement may be signed at the same time as the MoU.

- 2.4.2 Due Diligence and Risk Assessment is the responsibility of the Executive Board.

The President will appoint a Review Committee to coordinate the exercise and to advise the Board. The Chair will be an experienced academic, other than the sponsor of the proposal. The exact composition of the Review Committee will vary with the nature, scope, scale and strategic significance of the proposed collaboration, and to avoid any potential conflict of interest. The Committee may co-opt additional members if it deems this necessary, subject to the approval of the President.

The role of the Review Committee is to formulate a comprehensive, informed, true and fair view of prospective partners, and in particular, of their capacity and ability to deliver on commitments under the proposed collaboration.

The sponsor will normally continue to be responsible for liaison with the prospective partner(s) on behalf of the Institute.

- 2.4.3 The Review Committee should be thorough and expeditious in carrying out its work. It will be expected to seek inputs in terms of analysis, opinion and advice, as it deems necessary and appropriate, from the Institute's Vice President for Finance & Corporate Services, its legal advisers, the Audit Committee of the Governing Body, the sponsor and her/his team, and any other relevant sources.

The modality of the process may vary with the nature, scope, scale and strategic significance of the proposed collaboration. For example: whether it is with national or transnational partners; whether it involves collaboration with state bodies or with private sector organisations; whether it is with long-established higher education providers or with other types of organisation; whether it is in locations, and/or with partners, with which GMIT has had previous working experience and familiarity. The Review Committee should exercise professional judgement in determining what is required in any given context.

- 2.4.4 The necessary elements of a Due Diligence and Risk Assessment exercise are:

- The exchange of Self-Evaluation Reports (SER) between the Institute and its prospective partners.
- A site visit.

- A robust evaluation of the academic, legal and financial standing of prospective partners by the Review Committee.
- An identification of critical risk factors by the Review Committee, and an assessment of potential Institute exposure and related liability.

These various elements in combination are the basis on which the Review Committee will prepare its final report and recommendation for the Executive Board on whether to proceed with the proposed partnership.

2.4.5 The exchange of SERs between the Institute and its prospective partners is generally the starting point for the Due Diligence and Risk Assessment exercise.

The Executive Board will be responsible for the preparation and annual maintenance of a SER document for GMIT. The SER will incorporate data reflecting the Institute's current profile. It will be available for provision to prospective partners and will serve as a model for the content and format of the SER document that GMIT generally expects prospective partners to provide.

GMIT recognises that the content and format of prospective partner SER documents may vary, reflecting the diverse range of potential partners and partnership arrangements. The Institute recognises the need for flexibility in this regard, particularly in working with potential partners other than Irish higher education institutions.

2.4.6 The content and format of the SER should reflect QQI requirements for purposes of institutional review<sup>20</sup>. In the case of transnational provision, it should have regard to OECD/UNESCO guidelines<sup>21</sup>.

2.4.7 The SER will normally be expected to contain the following information:

- Background and legal status.
- Profile and range of activities, including existing partnerships.
- Governance, strategy, structure, culture.
- Awarding authority.
- Regulatory environment and quality assurance, including outcomes of recent external reviews.
- Student services, supports and environment.
- Staffing profile.
- Financial performance, position and prospects.

A more detailed indicative list of the expected content and format of an SER is set out in Appendix 4.

2.4.8 The Due Diligence and Risk Assessment exercise must include a site visit by members of

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<sup>20</sup> QQI (2016). *Policy for Cyclical Review of Higher Education Institutions*. Available at <https://www.qqi.ie>  
[QQI Review CINNTE Cyclical Review Handbook Institutes of Technology](https://www.qqi.ie/). Available at <https://www.qqi.ie/>

<sup>21</sup> See [http://www.unesco.org/education/guidelines\\_E.indd.pdf](http://www.unesco.org/education/guidelines_E.indd.pdf).

the Institute's Review Committee. They may be accompanied by the sponsor and/or members of her/his team likely to be involved in the collaborative provision. The site visit will seek to clarify, confirm and add-to the information contained in the prospective partner SER document.

The site visit will normally involve meetings with senior management of the prospective partner institution, with management and staff in the areas proposed for collaborative provision, and with any other parties as are deemed necessary.

A formal written report on the site visit will be prepared by the Review Committee.

- 2.4.9 The Review Committee will undertake any further reviews of prospective partners' academic, legal and financial standing as it deems necessary and appropriate to fulfil its remit. This will include verification of facts reported and claims made in the SER. It may involve seeking input from Institute staff with particular specialised knowledge and expertise, and/or commissioning an external third party to report on specific issues of concern. For example, to report on a prospective partner's legal standing, including whether it has been or is engaged in litigation, or has been subject to legal actions (civil or criminal), and whether the prospective partner(s) may legally enter into a collaborative provision arrangement. Evaluating financial standing may require sourcing information from credit rating and credit control agencies, and from banks and banking authorities.

In cases where the prospective partner is part of a larger commercial or academic entity, the Due Diligence and Risk Assessment exercise shall seek to establish the nature of that relationship and the extent to which the larger entity supports the prospective partner financially and with academic and professional expertise.

The Review Committee will draw on the specimen Due Diligence check list included in the IHEQN guidelines for collaborative provision<sup>22</sup> under the four headings: general and academic; academic standards and quality assurance (internal and external); legal requirements; financial standing.

- 2.4.10 The Review Committee will pay particular attention to the stipulation that any consortium must have in place contingency plans to ensure that obligations to students can be met, and that, in the event of a particular collaborative programme being unable to continue, alternative arrangements can be put in place for students already registered on the programme in a timely manner.

The Review Committee may decide to carry out an analysis of the likely cost liability should the Institute be required to intervene and deliver the programme alone.

- 2.4.11 The Review Committee will prepare a Due Diligence and Risk Assessment Report on prospective partners for consideration by the Executive Board. This report will include: a robust evaluation of the academic, legal and financial standing of prospective partners; an

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<sup>22</sup> IHEQN (2013). *Guidelines for the Approval, Monitoring and Review of Collaborative and Transnational Provision*. Available at [http://www.iheqn.ie/\\_fileupload/File/IHEQN\\_Guidelines\\_Collaborative\\_Provision\\_FINAL\\_21May13\\_55218605.pdf](http://www.iheqn.ie/_fileupload/File/IHEQN_Guidelines_Collaborative_Provision_FINAL_21May13_55218605.pdf).

identification of critical risk factors; and an assessment of the Institute potential exposure and related liability. It will draw on the evidence of the prospective partner's SER, the site visit, any additional internal or external inquiries, and any other relevant information.

The Report will make a recommendation to the Executive Board on whether to proceed with the proposed partnership. The recommendation will be one of the following:

- To proceed to develop a Consortium Agreement.
- To proceed to develop a Consortium Agreement subject to certain conditions being met by the prospective partner.
- Not to proceed with the proposal.

2.4.12 The Executive Board may decide to accept or reject the recommendation of the Review Committee. It may seek clarification and additional information as it deems necessary.

The decision of the Executive Board will be formally recorded in the minutes of the meeting and communicated in writing to the sponsor. In the event that the decision is not to proceed, the reason should be stated.

In the event that the decision is to proceed subject to a prospective partner meeting certain conditions, fulfilling these conditions to the satisfaction of the Executive Board will be a pre-condition for approval of any Consortium Agreement.

The Academic Council and the Governing Body will be informed by the Vice President for Academic Affairs & Registrar about the Executive Board decision.

## **2.5 Consortium Agreement**

2.5.1 Following authorisation by the Executive Board to proceed, the sponsor will be responsible for liaising with the prospective partner(s) in drafting and agreeing a Consortium Agreement.

The sponsor should work in close consultation with the Institute academic staff likely to be involved in the collaborative provision.

In the case of proposed transnational collaboration, the sponsor will seek the involvement, support and advice of GMIT's International Office and other relevant Institute Offices.

2.5.2 A Consortium Agreement is a formal and legally binding inter-institutional agreement concluded and signed by the partners.

The purpose of a Consortium Agreement is to establish the nature, objectives and scope of the collaborative provision, the governance framework for the partnership, and the quality assurance framework within which programme-level arrangements will apply. It should include specification of the roles and responsibilities of each party for programme provision and quality assurance.

Details on specific programme-level arrangements may be attached to the Consortium Agreement as appendices if they are not included in the body of the Consortium



Agreement. This allows for amendments to be made to programme-level arrangements without the necessity of renegotiating the Consortium Agreement.

2.5.3 The Consortium Agreement will include, *inter alia*, the following information:

- Names of the consortium partners and designated addresses for communication.
- The legal capacities of the partners.
- The nature of the services to be performed by each partner in the consortium, and their rights and obligations.
- The programmes to be offered and the award titles to which they lead.
- The awarding body, the frameworks of qualifications and the awards standards that apply.
- The period of the agreement.
- Provision for the renewal and/or expansion of the scope of the agreement.
- The legal framework for the agreement, including ownership of programmes, jurisdiction, partner liability and mutual indemnification.
- Specification of relevant external quality assurance agencies, accreditation bodies and government bodies.
- Intellectual property rights relevant to the collaborative provision.
- Governance and executive management arrangements.
- Declaration of commitment to applying the *Standards and Guidelines for Quality Assurance in the European Higher Education Area (ESG)*<sup>23</sup>.
- Quality assurance framework for the consortium, including provision for oversight and review.
- The quality assurance framework that will apply for programmes, including mode of validation, provision for oversight and review, and sourcing of documents containing the detailed information on the programme quality assurance procedures.
- Declaration of commitment to serving and protecting the best interests of students and graduates.
- Responsibilities of the consortium, of the partner institutions, and of awarding bodies to students.
- Arrangements relating to the enrolment of students.
- Certification of students' achievements, including matters pertaining to professional body recognition where relevant.
- Staffing arrangements.
- Procedures for resolving student and/or staff grievance.
- Financial arrangements, including student fees, measurement and sharing of costs and income, reporting and audit.
- The regulation of information to be provided by the consortium, the partner institutions and/or programme teams to prospective students, enrolled students, external regulatory agencies and other stakeholders.

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<sup>23</sup> European Association for Quality Assurance in Higher Education (ENQA) (2015). *Standards and Guidelines for Quality Assurance in the European Higher Education Area (ESG)* Available at <https://enqa.eu/index.php/home/esg/>

- The regulation of marketing and advertising.
- Contingency arrangements for fulfilling obligations to students in the event of deficiencies in provision by partner institutions.
- Provision for the resolution of disputes arising in respect of the agreement, including any perceived breaches of the agreement.
- Provision for the suspension and/or termination of the agreement, and contingency arrangements for students and other stakeholders in this event.

The format of a Consortium Agreement may vary from collaboration to collaboration. The IHEQN guidelines<sup>24</sup> set out a specimen inter-institutional agreement that may provide guidance in this regard (although it may not be appropriate for all contexts).

2.5.4 The sponsor will be expected to present a draft copy of the proposed Consortium Agreement to the Executive Board and the Academic Council seeking their input and advice prior to agreeing the proposed final version of the document with the prospective partner(s). The Executive Board may seek legal advice to inform its judgement. The Academic Council may seek the advice of its Standards Committee and of external experts with experience in collaboration.

2.5.5 The sponsor will formally submit the proposed Consortium Agreement to the Executive Board. The views and recommendations of the Board should be recorded in the minutes of the meeting, and formally communicated to the Governing Body by the Vice President for Academic Affairs & Registrar.

The Vice President for Academic Affairs & Registrar will formally submit the proposed Consortium Agreement to the Academic Council. It will be informed about the views and recommendations of the Executive Board. The views and recommendations of the Council should be recorded in the minutes of the meeting, and formally communicated to the Governing Body by the Vice President for Academic Affairs & Registrar.

The Vice President for Academic Affairs & Registrar will formally submit the proposed Consortium Agreement to the Governing Body for approval. They will consider the advice of the Executive Board and of the Academic Council in arriving at their decision on whether to approve the Agreement.

The approval of a Consortium Agreement by the Governing Body is a pre-condition for collaborative provision. The Executive Board and the Academic Council will be formally notified of the Governing Body decision.

2.5.6 GMIT recognises that collaborative provision, and in particular transnational collaborative provision, may impinge on the Institute's delegated authority. Accordingly, the Vice President for Academic Affairs & Registrar will seek the approval from Academic Council that the consortium agreement addresses the IOT / QQI protocols.

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<sup>24</sup> IHEQN (2013). *Guidelines for the Approval, Monitoring and Review of Collaborative and Transnational Provision*. Available at [http://www.iheqn.ie/fileupload/File/IHEQN\\_Guidelines\\_Collaborative\\_Provision\\_FINAL\\_21May13\\_55218605.pdf](http://www.iheqn.ie/fileupload/File/IHEQN_Guidelines_Collaborative_Provision_FINAL_21May13_55218605.pdf).

The Vice President for Academic Affairs & Registrar will advise QQI when a Consortium Agreement has been approved by the Institute.

The Institute understands that QQI approval of specific national consortiums is not required in the context of its delegated authority to make awards, subject to QQI agreeing supplementary quality assurance procedures for collaborative provision with the Institute.

The Institute understands that QQI approval is required for all transnational collaborative provision unless authority has been specifically delegated in this regard to the Institute.

- 2.5.7 The Consortium Agreement will be signed on behalf of GMIT by the Institute's President. It is expected that signatories on behalf of partner institutions will hold equivalent authority within their organisations.

The Consortium Agreement is signed exclusively on behalf of the Institute, not on behalf of an individual school, department or other organisational sub-unit.

The Academic Council, Executive Board and the Governing Body will be informed by the Vice President for Academic Affairs & Registrar about the signing of a Consortium Agreement.

- 2.5.8 The Executive Board will be responsible for maintaining a Register of Consortium Agreements, including specification of programmes validated, authorised and offered under each. This will be publicly available.

The Register will be reviewed annually by the Executive Board, and amended and updated as required.

Heads of Academic Unit will report annually to the Executive Board on progress and developments under extant Consortium Agreements.

- 2.5.9 Consortium Agreements and the collaborative provision arising therefrom will be reviewed at periodic intervals by the Academic Council in the context of the Institute's QAF and by the Executive Board in the context of strategy implementation.

Heads of Academic Units will report to the Academic Council on progress and developments in collaborative provision as part of their annual school report to the Council.

Consortium Agreements and collaborative provision will be formally considered as part of programmatic reviews, and the institutional review.

### **3 Collaborative Programme Development, Validation and Authorisation**

#### **3.1 Stages**

3.1.1 The stages in this phase are as follows:

- (i) Programme development.
- (ii) Programme validation or re-validation.
- (iii) Programme authorisation.

Each stage is considered in turn below.

3.1.2 The signing of a Consortium Agreement is required to formally proceed with bringing proposed collaborative provision programmes for validation or re-validation.

In practice, the task of programme development, including the preparation of a collaborative Programme Document, may be undertaken prior to the signing of a Consortium Agreement in the expectation of the approval of the proposed partnership. Changes to a Consortium Agreement arising from the validation of a joint programme is encouraged where the focus enhances the specialist QA of the programme.

#### **3.2 Collaborative Programme Development Team**

3.2.1 The sponsor will establish an internal collaborative programme development team including a team leader.

It is expected that each partner institution will also establish such a team. The team leaders will normally be responsible for liaison between the various partner teams.

The key task of a programme development team is to prepare a Programme Document for a proposed collaborative programme, consistent with the Consortium Agreement. In practice, the team may be established and this task may be carried out concurrently with the drafting of the Consortium Agreement.

The sponsor will be responsible for working with programme development teams in bringing the proposed programme through the validation process.

3.2.2 In the case of new programmes to be developed by a consortium, a development team will normally be established comprising representatives from each partner body, including representatives of GMIT as nominated by the sponsor. Arrangements in this regard will have been specified in the Consortium Agreement.

Responsibility for bringing the programme once developed through validation in GMIT remains with the sponsor and the internal team he/she established for this purpose.

#### **3.3 Collaborative Programme Document**

3.3.1 A Programme Document must be prepared for all collaborative provision programmes consistent with the Consortium Agreement. This is the key task of the programme development teams.

The Programme Document should include, *inter alia*, the following information:

- Introduction to the consortium context, referencing the Consortium Agreement (available as an attachment).
- Proposed programme title, location of provision, language(s) of delivery, and commencement date.
- Specification of award, awarding body, qualifications framework, award level and award status.
- Specification of whether the proposed programme is new or existing and already validated.
- In the case of existing validated programmes, the history and ownership of the programme, whether any amendments are proposed for collaborative provision, details of any such proposed amendments, and a copy of the most recent external peer review report.
- Overview of the programme, including broad aims and key design considerations.
- Rationale for the programme, with reference to strategic context and potential synergies with existing programmes and activities.
- Viability of programme, including potential demand for entry onto the programme, employment opportunities and potential demand for graduates.
- Programme aims and intended learning outcome.
- Structure of the programme including the Approved Programme Schedule.
- Module syllabi.
- Approach to teaching, learning and assessment.
- Arrangements for access, transfer and progression.
- Arrangements for programme management and quality assurance, including for ensuring consistency of standards.
- Specification of any special regulations to be applied, including to quality assurance and progression.
- Arrangements for staffing and other resource requirements.

GMIT's Academic Code of Practice No. 2<sup>25</sup> sets out a guidance template for Programme Documents.

In the case of transnational provision, several versions of the Programme Document (including in different languages) may be prepared to satisfy the particular regulatory requirements of the partner institutions. In this situation, any differences in the various document versions should be signalled, summarised and made available for reference purposes.

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<sup>25</sup> Code No. 2 available at <https://www.gmit.ie/general/quality-assurance-framework>

### **3.4 Requirement for Programme Validation and Authorisation**

- 3.4.1 All programmes offered under collaborative partnerships are subject to validation or re-validation by GMIT's Academic Council, and authorisation to proceed by its Executive Board.

The Consortium Agreement specifies the mode by which programmes are to be validated.

GMIT's Academic Code of Practice No. 2 applies *mutatis mutandis* to the validation of all collaborative provision in which GMIT is a partner. Any changes to this specified in the Consortium Agreement must strengthen quality assurance.

- 3.4.2 Existing programmes that have already been validated by GMIT, and/or by a recognised institution that is party to a Consortium Agreement with GMIT, may be converted into a collaborative programme, including for transnational provision. All programmes deriving from such a conversion must be revalidated, and reapproved by QQI if necessary.

In cases in which a conversion involves no substantive change to an existing validated programme, GMIT's *differential validation* process (as specified in Academic Code of Practice No. 2) may be applied.

### **3.5 Validation Process**

- 3.5.1 GMIT's process for validation or revalidation of programmes is specified in its Academic Code of Practice No. 2.

Other than in cases in which the application of the differential validation process is approved by Vice President for Academic Affairs & Registrar, the stages in the process are as follows:

- Internal peer review validation.
- External peer review validation.

- 3.5.2 The composition, appointment and role of the internal and external peer review validation panels will generally be as set out in Academic Code of Practice No. 2.

The composition of panels should however take account of the contingencies of the particular context, generally including the appointment of members with expertise in collaborative provision.

For proposals involving transnational provision, panels should include individuals with expertise in the delivery and management of transnational programmes, and in particular, individuals with specific experience of the jurisdiction of the partner provider.

The external peer review must include meeting with the GMIT sponsor, members of the GMIT development team, and representatives from the various partner institution development teams.

- 3.5.3 In cases where a differential validation process has been approved, the composition of the

peer review panel will be as set out in Academic Code of Practice No. 2..

- 3.5.4 The culmination of the peer review process is a report and recommendation from the external review panel, or from the differential review panel, to the Institute's Academic Council.

In cases where GMIT has delegated authority, the recommendation will be one of the following:

- That the proposed programme be approved.
- That the proposed programme be approved subject to meeting certain conditions.
- That the proposed programme not be approved.

The Vice President for Academic Affairs & Registrar will submit the report and recommendations for endorsement by Academic Council. The decision of the Council will be formally recorded in the minutes of the meeting.

### **3.6 Authorisation to Proceed and Certificate of Approval**

- 3.6.1 All validated programmes offered under collaborative partnerships will be subject to authorisation to proceed by GMIT's Executive Board.

- 3.6.2 The Vice President for Academic Affairs & Registrar will inform the Executive Board of the outcome of the validation process. The Board must then decide whether to recommend to the Governing Body that offering the programme be authorised to proceed.

- 3.6.3 The Vice President for Academic Affairs & Registrar will seek approval from the Governing Body to proceed with offering the programme. The Governing Body will consider the outcome of the validation process and the recommendation of the Executive Board in arriving at their decision.

The approval of the Governing Body to proceed is a pre-condition for offering programmes under collaborative provision. The Executive Board and the Academic Council will be formally notified of the Governing Body decision.

The Vice President for Academic Affairs & Registrar will be responsible for formally notifying the sponsor and the consortium partners, and for ensuring that all instruction necessary to proceed with offering the programme is given to relevant administration staff.

- 3.6.4 The Vice President for Academic Affairs & Registrar will arrange to issue the Certificate of Approval in accordance with Academic Code of Practice No. 2 and/or QQI requirements.

## **4 Managing Collaborative Programme Provision**

### **4.1 Responsibility for Collaborative Provision**

- 4.1.1 The Executive Board is responsible for the governance and implementation of Consortium Agreements at a strategic level.

The Academic Council is responsible for overseeing the application of the Institute's QAF including collaborative provision.

Each validated collaborative programme will be located within an Academic Unit . The relevant Head of Academic Unit and the Head of Department within the Academic Unit, in co-operation with their counterparts in the partner institutions, are responsible for the on-going management of collaborative programmes.

- 4.1.2 The relevant Head of Academic Unit is responsible for addressing Executive Board and Academic Council issues, concerns and requirements relating to particular collaborative programmes.

Heads of Academic Unit, as members of the Executive Board, will liaise directly with the Board regarding collaborative provision.

The Vice President for Academic Affairs & Registrar, as secretary to the Academic Council, is responsible for liaison between the Academic Council and the relevant Head of Academic Unit regarding collaborative provision.

### **4.2 Arrangements for Collaborative Programme Management**

- 4.2.1 The arrangements for delivery, assessment, monitoring, review, evaluation and response, and for the provision of information for students and for the general public, that apply to individual provision by GMIT, as set out in the Institute's QAF, apply *mutatis mutandis* to all programmes under collaborative provision.

Any specific, bespoke arrangements that apply will be set out in the Consortium Agreement and/or in the Programme Document. Any such arrangements must strengthen quality assurance.

GMIT's procedures for the on-going management of programmes are set out in Academic Code of Practice No. 2.

### **4.3 Programme Boards**

- 4.3.1 A Programme Board, with representation from all partners, will be established comprising all lecturers involved in delivering the programme and ex officio the Head of Academic Unit and Head of Department. In GMIT, it will also include at least two student representatives from each year of the programme (with gender balance where possible).
- 4.3.2 Programme Boards are responsible for monitoring the delivery and development of programmes, and for advising the relevant Head of Department and Head of Academic



Unit in this regard. They report in the first instance to the relevant Head of Department.

The specific role, responsibility, authority and operations of Programme Boards are as set out in Academic Code of Practice No. 2

#### **4.4 Joint Management Board**

4.4.1 A Joint Management Board will be established to oversee and manage the operation of the collaboration, including identifying and addressing Programme Board concerns and issues relating to programme direction and development. It will seek to support academic relationship building and knowledge sharing across the partner institutions, to coordinate delivery and assessment of collaborative programmes, and to identify and address matters of common concern for lecturing staff and students.

4.4.2 Membership will normally comprise GMIT's relevant Head of Department, the equivalent executive manager in the partner institutions, the local Programme Board Chairs, two representatives nominated by each partner Programme Board, and, where possible, a student representative from each partner institution.

GMIT's Head of Department and the equivalent executive manager in the partner institutions will liaise to convene the meetings of the Joint Management Board. One of them will also act as Chair of the meeting.

4.4.3 The Joint Management Board will meet formally at least twice in each academic year. In cases of transnational collaboration in particular, the use of video-conference may be necessary to facilitate this.

The Programme Board Chairs will report back to the local Programme Boards on the deliberations, views and recommendations of the Joint Management Board. The Head of Department will report to the Head of Academic Unit in this regard.

#### **4.5 Academic Liaison**

4.5.1 GMIT recognises the value and importance of academic liaison at programme lecturer level across partner institutions to support relationship building and knowledge sharing, to coordinate delivery, assessment and development at module level, and to strengthen alignment of academic standards.

It will actively encourage programme lecturers to engage in this practice and will provide necessary supports.

4.5.2 GMIT recognises the value and importance of lecturing staff exchange across partner institutions to strengthen alignment of collaborative programme delivery, relationship building, knowledge sharing, co-ordination of effort and assurance of academic standards. It will actively seek to promote this practice and to formally incorporate it into Consortium Agreements.

4.5.3 The Chairs of the local Programme Boards in each partner institution should maintain

frequent contact and liaison.

#### **4.6 External Examiners and Progression and Award Boards**

4.6.1 External Examiners and Progression and Award Boards (PABs) are core elements of GMIT's QAF. The role and responsibilities of each, and related procedures, are set out in Academic Code of Practice No. 3<sup>26</sup>.

GMIT will apply these procedures to all programmes that it delivers leading to GMIT awards.

4.6.2 GMIT recognises that collaborative partners, particularly in cases of transnational provision, might not generally apply this approach or procedures to the quality assurance of academic standards. The Institute is open to considering alternative arrangements for application at partner institutions in accordance with their normal practice, that lead to the partner's award. Any such agreed alternative arrangements will be specified in the Consortium Agreement and in the Programme Document.

4.6.3 GMIT will require that the system of External Examiners and PABs apply if students from programmes delivered by partner institutions are to be considered for GMIT awards. The External Examiners will be appointed by GMIT, in consultation with the partner institutions, in the normal manner.

Practical arrangements in this regard will be provided for in the Programme Document. In cases of transnational collaboration in particular, the use of video-conference may be necessary to facilitate this.

#### **4.7 Monitoring, Review, Evaluation and Response Mechanisms**

4.7.1 Consortium Agreements and the collaborative provision arising therefrom will be reviewed annually by the Executive Board in the context of strategy implementation and by the Academic Council in the context of the Institute's QAF.

4.7.2 Each Head of Academic Unit will report annually to the Executive Board on progress and developments under the Consortium Agreements for which they are responsible.

4.7.3 At Programme Board level, collaborative programmes are subject to the mechanisms for monitoring, review, evaluation and response specified in GMIT's QAF. Any specific, additional bespoke arrangements that apply will be set out in the Consortium Agreement and/or in the Programme Document.

Key annual mechanisms that will apply include student feedback (refer Code No.2), and annual external examiner reports. The contents of each will be considered by Programme Boards with a view to taking any necessary follow-up actions.

The Programme Board at each partner institution will prepare an annual report. In GMIT,

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<sup>26</sup> Code No. 3 available at <https://www.gmit.ie/general/quality-assurance-framework>

this will be submitted to the Academic Council through the Head of Department and Head of Academic Unit (refer Code No. 2). It will include an outline of academic liaison activities across partner institutions during the year.

- 4.7.4 The Joint Management Board will prepare an annual report summarising its deliberations and activities. The report will review and synthesise each partner's experiences in delivery and assessment and the outcomes of the programme. It will also highlight areas of common concern, proposed actions, and future directions. In GMIT, this will be submitted to the Academic Council through the Head of Academic Unit together with the Programme Board report.
- 4.7.5 Heads of Academic Units will report on progress and developments in collaborative provision as part of their annual Academic Unit report to the Academic Council. This will include, inter alia, a summary overview of the student feedback, the external examiner reports, the programme Board report and the Joint Management Board report.
- 4.7.6 Consortium Agreements and related collaborative provision will be formally considered as part of programmatic reviews and the institutional review.
- 4.7.7 GMIT recognises that normal programmatic review may not be appropriate in the case of collaborative programmes. As such, collaborative provision programmatic review and related validations may happen outside of the normal Academic Unit based review cycle.

In some cases, practicality may dictate that the collaborative provision review and validation exercise coincides with the Academic Unit programmatic review. However, it should be understood by all involved that the validation of collaborative provision may need to be treated as a separate exercise.

A collaborative provision programmatic review and validation process will parallel the normal Academic Unit based programmatic review process and include a Self-Evaluation Report followed by an external peer review.

Any departure from the normal Academic Unit review cycle for collaborative provision programme review requires the approval of Academic Council.

## **5 Delegated Authority**

- 5.1.1 GMIT recognises and understands the importance of acting always within the boundaries of the authority delegated to it by QQI to make awards.
- 5.1.2 GMIT will inform QQI as part of the Annual Institution Quality Report (AIQR) when it validates collaborative provision programmes.
- 5.1.3 GMIT recognises and understands that it may not delegate to a third party the authority delegated to it by QQI.

## 6. Joint Awards

- 6.1.1 A Joint Award should be understood as referring to a higher education qualification issued jointly by at least two or more higher education institutions or jointly by one or more higher education institutions and other awarding bodies, on the basis of a study programme developed and/or provided jointly by the higher education institutions.<sup>27</sup>
- 6.1.2 Where it is intended that a joint award will issue from the collaboration, this should be signalled in all documentation associated with the partnership including the initial Memorandum of Understanding signed by the partners (refer to Section 2.3 above).
- 6.1.3 The Joint Awarding Agreement will mirror the Consortium Agreement process (refer to Section 2.5 above) and will specify the Award Standards, validation procedures that apply, the awards and award-types covered under the agreement and their place on the Irish National Framework of Qualifications, any equivalent national qualifications framework, the roles and responsibilities of the parties and the quality assurance arrangements applying. It will also provide for mutual indemnification, dispute resolution and will specify legal jurisdiction.

Due diligence, will include ensuring that the award is properly recognised (in the context of its purpose and target learners). Joint awards will not be established if they are not sufficiently recognised. Recognition must be verified. At a minimum, the awards must be recognised by qualification authorities in their own jurisdictions and in all ‘receiver’ countries (i.e. countries where a transnational programme is provided).

- 6.1.4 Central to the Joint Awarding Agreement is a determination of the means by which standards are agreed and maintained. Therefore, the Agreement should indicate the standard of knowledge, skill and competence to be attained by the learner before an award can be made.
- 6.1.5 It is particularly important that processes and procedures for the ongoing monitoring and review of the programme are established. These will generally incorporate GMIT’s existing processes as a minimum standard. However, it is understood that the nature of joint programmes means that a jointly agreed set of processes for monitoring are required that take account of the needs of each partner and recognize the unique nature of the joint programme.
- 6.1.6 Details should be given in the Agreement on the arrangements for the making of awards. This will normally include details on, *inter alia*, the format of the award parchment, the conferring process and procedure, the assignment of credit to the programme, the issuing of the European Diploma Supplement, and the permanent and secure archiving of records concerning graduates and the awards.
- 6.1.7 The Agreement should provide detail on the mutual recognition of quality assurance processes by the partners. It is noted that a joint award will require the development of procedures that fully reflect and support the programme’s unique nature as a joint programme; therefore, the emphasis in agreeing quality assurance procedures should be

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<sup>27</sup> This definition follows that adopted in June 2004 by the Committee of the Convention on the Recognition of Qualifications concerning Higher Education in the European Region and is also in accordance with the Sectoral Protocol agreed between QQI and IoTI on behalf of the Institutes of Technology.

on identifying a set of quality assurance arrangements that best support the joint nature of the programme.

- 6.1.8 The Agreement should provide information on mutual indemnification; the resolution of disputes; define jurisdictions to which the Agreement applies and the time over which it applies; and should provide for the review, amendment and termination of the Agreement.
- 6.1.9 The agreement, once entered into with another awarding body to make a joint award in respect of a programme of education and training for which GMIT already had delegated authority, shall be notified to Quality and Qualifications Ireland ( QQI) within 14 days of the agreement being made.

The Joint Awarding Agreement will be signed on behalf of GMIT by the Institute's President. It is expected that signatories on behalf of partner institutions will hold equivalent authority within their organisations.

The Joint Awarding Agreement is signed exclusively on behalf of the Institute, not on behalf of an individual school, department or other organisational sub-unit.

A sample Joint Awarding Agreement is provided as Appendix 5.

## Appendix 1

### Glossary of Terms

<i>Term</i>	<i>Definition</i>
Award	A higher education and/or training qualification conferred by an awarding body and/or institution to record and/or certify that a student has acquired a particular standard of knowledge, know-how skill and/or competence.
Awarding Body	An organisation that makes awards.
Award Standards	Award standards identify the expected outcomes of learning, inclusive of all education and training for a particular award-type. They concern the programme outcomes, described in terms of knowledge, know-how and skill, and/or competence, that are expected from the student who is to receive an award. They include both general standards for a particular award-type and specific standards for named awards in particular subjects or fields of learning. Learners holding awards of the same award-type should have comparable standards of knowledge, know-how and skill, and/or competence.
Collaborative Provision	Two or more providers being involved by formal agreement in the provision of a programme or programmes of higher education and training, normally leading to an award.
Consortium Agreement	A formal and legally binding inter-institutional agreement concluded and signed by two or more partners in respect of providing, procuring or arranging higher education programmes or other activities. It sets out the governing framework for the consortium's collaborative provision. The signing of a Collaborative Agreement is a pre-condition for collaborative provision.
Delegated Authority	Authority delegated to providers of education and training to make awards as per Sections 52 and 53 of the <i>Qualifications and Quality Assurance (Education and Training) Act 2012</i> .
Due Diligence	Undertaking enquiries about a prospective collaborative and/or transnational arrangement to inform a decision on whether to proceed or not.
Joint Award	A Joint Award should be understood as referring to a higher education qualification issued jointly by at least two or more higher education institutions or jointly by one or more higher education institutions and other awarding bodies, on the basis of a study programme developed and/or provided jointly by the higher education institutions.

Quality and Qualifications Ireland (QQI)	QQI was established on 6 November 2012 under the <i>Qualifications and Quality Assurance (Education and Training) Act 2012</i> . It was established as an integrated agency replacing four bodies that previously had both awarding and quality assurance responsibilities: HETAC, FETAC, NQAI and the IUQB. It assumed all the functions of the four legacy bodies while also having responsibility for new or newly-statutory responsibilities in particular areas. QQI will continue to make awards based on standards developed by HETAC and FETAC while it develops its own award standards and processes.
Sponsor	Within the context of GMIT’s collaborative provision policy, a sponsor is responsible for guiding a proposed partnership through the establishment and approval process, including liaison with prospective partners. Subsequently, the sponsor will be responsible for bringing proposed collaborative provision programmes through the validation process. The sponsor will normally be the relevant Head of School. In certain cases, if deemed necessary, the President may appoint a member of the Executive Board to act a sponsor for a proposal.
Transnational Provision	The provision of a programme of education, or part of a programme, in more than one country. It does not necessarily involve collaborative provision.
Validation	The process by which an awarding body will satisfy itself that a student may attain knowledge, know-how and skill, and/or competence for the purpose of an award made by the awarding body.

## Appendix 2

<b>Indicative Taxonomy of Collaborative Provision</b>		
<b>Type</b>	<b>Explanation</b>	<b>Academic Council Role</b>
Franchise	Validated GMIT programmes delivered and assessed by a partner provider, in whole or in part, without any design changes or amendments: (i) in Ireland; (ii) in another country or jurisdiction. Delivery might or might not involve staff and/or student exchange.	Differential Validation <i>or</i> Re-validation
	Partner programmes delivered and assessed by GMIT, in whole or in part, without any design changes or amendment. Delivery might or might not involve staff and/or student exchange.	Differential Validation <i>or</i> Re-validation
Customised Franchise	Validated GMIT programmes delivered and assessed by a partner provider, in whole or in part, with some design changes or amendments: (i) in Ireland; (ii) in another country or jurisdiction. Delivery might or might not involve staff and/or student exchange.	Differential Validation <i>or</i> Validation
	Partner programmes delivered and assessed by GMIT in whole or in part, with some design changes or amendment. Delivery might or might not involve staff and/or student exchange.	Differential Validation <i>or</i> Validation
Consortium Programme	New programme developed by the consortium, to be delivered and assessed, in whole or in part, by GMIT without any design changes or amendment.	Differential Validation <i>or</i> Re-validation
	New programme developed by the consortium, and delivered and assessed, in whole or in part, by GMIT with some design changes or amendment.	Differential Validation <i>or</i> Validation
New GMIT Programme	New programme developed by GMIT in the context of a Consortium Agreement, for potential franchising (with or without customisation) by collaborative partners.	Validation



## **Appendix 3**

### **Sample Memorandum of Understanding**

#### **Memorandum of Understanding**

#### **Between**

XXXXXXX

#### **and**

#### **Galway-Mayo Institute of Technology (Republic Of Ireland)**

A Memorandum of Understanding made in xxx on xxx, between xxx, founded in xxx as an independent institution approved by xxx (hereinafter called xxx) and Galway-Mayo Institute of Technology, established in Galway, Ireland, by statute in 1972 under the RTC Act and re-designated in 1992 under the Irish Institutes of Technology Act (hereinafter called GMIT).

It is hereby agreed between the parties as follows:

1. xxx and GMIT have agreed to collaborate with each other to form a strategic and beneficial relationship to provide taught programmes of higher education and training leading to awards. The broad nature and purposes of the proposed collaboration are as follows: *[in outline, varying with the particular proposed collaboration.]*
2. It is understood that both parties have legal authority to enter into discussions and reach agreement regarding collaborative provision. *[Any legal or other constraints on the collaborative activity that may be engaged in by the partners should be declared.]*
3. The external regulatory framework within which each party operates is as follows: *[the relationship between the parties and relevant awarding bodies, quality assurance agencies, government Ministries, and/or other regulatory agencies to be outlined.]*
4. The following statutory, regulatory and/or professional body recognition and approval is necessary and/or desirable for the proposed collaborative provision: *[to be outlined if applicable.]*

5. It is the intention of both parties to enter into a separate and detailed *Consortium Agreement* which will specify the nature, terms and conditions of the proposed collaboration.
6. Both parties hereby agree that the Consortium Agreement will include, *inter alia*, the following information:
  - Names of the consortium partners and designated addresses for communication.
  - The legal capacities of the partners.
  - The nature of the services to be performed by each partner in the consortium, and their rights and obligations.
  - The programmes to be offered and the award titles to which they lead.
  - The awarding body, the frameworks of qualifications and the awards standards that apply.
  - The period of the agreement.
  - Provision for the renewal and/or expansion of the scope of the agreement.
  - The legal framework for the agreement, including ownership of programmes, jurisdiction, partner liability and mutual indemnification.
  - Specification of relevant external quality assurance agencies, accreditation bodies and government bodies.
  - Intellectual property rights relevant to the collaborative provision.
  - Governance and executive management arrangements.
  - Declaration of commitment to applying the *Standards and Guidelines for Quality Assurance in the European Higher Education Area (ESG)*.
  - Quality assurance framework for the consortium, including provision for oversight and review.
  - The quality assurance framework that will apply for programmes, including mode of validation, provision for oversight and review, and sourcing of documents containing the detailed information on the programme quality assurance procedures.
  - Declaration of commitment to serving and protecting the best interests of students and graduates.
  - Responsibilities of the consortium, of the partner institutions, and of awarding bodies to students.
  - Arrangements relating to the enrolment of students.
  - Certification of students' achievements, including matters pertaining to professional body recognition where relevant.
  - Staffing arrangements.
  - Procedures for resolving student and/or staff grievance.
  - Financial arrangements, including student fees, measurement and sharing of costs and income, reporting and audit.
  - The regulation of information to be provided by the consortium, the partner institutions and/or programme teams to prospective students, enrolled students, external regulatory agencies and other stakeholders.
  - The regulation of marketing and advertising.
  - Contingency arrangements for fulfilling obligations to students in the event of

deficiencies in provision by partner institutions.

- Provision for the resolution of disputes arising in respect of the agreement, including any perceived breaches of the agreement.
  - Provision for the suspension and/or termination of the agreement, and contingency arrangements for students and other stakeholders in this event.
6. The parties hereto shall appoint representatives to carry out studies of academic, financial and administrative feasibility of entering into the Consortium Agreement contemplated herein and the parties further provide that each party will be liable for their own costs and expenses during the feasibility study process.
  7. The parties shall in good faith continue the feasibility studies contemplated under this Memorandum of Understanding which shall be valid for a period of five (5) calendar years commencing from the date hereof, and the parties may, by mutual agreement between them, extend the feasibility studies for any period beyond the stipulated period which they consider appropriate.
  8. Either party may give three (3) months notice in writing to the other, of their desire to terminate this Memorandum of Understanding. At the end of the three (3) months period calculated from the date of the said notice, this Memorandum of Understanding shall be terminated.
  9. This Memorandum of Understanding shall be construed as a statement of intent and is not binding on either party.
  10. Nothing in the Memorandum of Understanding shall prejudice the right of xxx from establishing similar collaborative arrangement with institutions other than GMIT and not prevent GMIT from entering into similar relationship with other institutions other than xxx.

In witness whereof the parties hereto have agreed to enter in this Memorandum of Understanding on the date first above written.

**Signed by:**

**Signed by:**

\_\_\_\_\_

\_\_\_\_\_

**For and behalf of:**

**For and behalf of:**

**Galway-Mayo Institute of Technology**

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**Date**

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**Date**

**In the presence of:**

**In the presence of:**

**Witness Name:**

**Witness Name:**

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**Date**

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**Date**

## **Appendix 4**

### **Indicative Content and Format of a Self-Evaluation Report (SER)**

A SER will normally be expected to contain the information listed below, and to include, as an attachment or an appendix or an electronic link, other relevant documents - for example, a Strategic Plan, a Register of Collaborative Partners, Annual Report and Accounts etc.

(a) Background.

- History and development.
- Legal status.
- Location(s).
- Mission and strategic objectives.
- Ethos and values.

(b) Profile and range of activities, including existing partnerships.

- The nature and scope of activities, including the portfolio of programme provision (in the case of an educational institution) and/or other activities.
- Student enrolment, profile, progression, retention, graduation.
- Key existing strategic alliances.
- The nature and scope of collaborative provision partnerships (current, active and previous), national and international.
- The nature and scope of other collaborative partnerships, including for research and community engagement.

(c) Governance, strategy, structure, culture.

- Governing Body – composition and functioning.
- Executive and Academic management structures.
- Strategic planning and management control processes.
- Current strategic directions and initiatives.
- Organisational culture.
- Stakeholder relationships, including external reporting.

(d) Awarding authority.

- The nature of awarding authority held.
- Relationship with relevant awarding bodies, including the nature and standing of that awarding body.
- Information about the recognition of any existing collaborative awards by the awarding body and/or other issues relating to collaborative provision.
- A declaration of authority to enter into collaborations, and of the authority of organisation executives in this regard.
- A declaration of support for the proposed collaboration from the relevant awarding authority, if this is required.
- Relationship with any relevant professional bodies.

- (e) Regulatory environment and quality assurance.
- Identification of relevant regulatory agencies and of current standing with these agencies.
  - Quality assurance framework and related codes, policies and mechanisms.
  - Specific information about any peer review mechanisms, including the role (if any) of external examiners, with particular attention to the procedures for reviewer and external examiner identification, recruitment and appointment.
  - Copies of reports on the outcomes of any recent external and internal quality assurance reviews and evaluations, conducted by transnational, national or regional regulatory and/or professional bodies.
  - Specific information on any quality assurance arrangements relating particularly to collaborative provision.
- (f) Student environment services and supports.
- The nature, scope and resourcing of student services and supports.
  - Library facilities and resources.
  - ICT facilities and resources.
  - The nature and scope of student extra-curricular activities, including clubs and societies.
  - Sporting and other facilities.
- (g) Staffing Profile
- Staff numbers, categories, qualifications.
  - Staff development, including resourcing.
  - Information about academic staff (outline CVs including publications) likely to have direct involvement in the proposed collaborative provision.
- (h) Financial performance, position and prospects.
- Most recent accounts (under the terms of the non-disclosure agreement) and the last set of published accounts.
  - Information about financial position, performance and prospects generally.
  - Formal declaration of solvency.
  - Formal declaration of commitment of adequate resources to the proposed partnership.
  - Tax clearance certificate.

# **Appendix 5**

## **Sample Joint Awarding Agreement**

### **MEMORANDUM OF AGREEMENT**

**between**

**COLLEGE X**

**and the**

~~**QUALITY AND QUALIFICATIONS AUTHORITY OF IRELAND (QQI)**~~

**and**

**GALWAY-MAYO INSTITUTE OF TECHNOLOGY, IRELAND (GMIT)**

**and**

**AWARDING BODY Y**

AGREEMENT made the DATE.

BETWEEN: COLLEGE X (hereinafter referred to as X), and GALWAY-MAYO INSTITUTE of TECHNOLOGY, (hereinafter called 'GMIT').

WHEREBY X and GMIT agree to jointly validate programmes of higher education, and to make awards jointly in respect of such programmes delivered in collaboration between X and GMIT, and whereby GMIT may make joint awards under this agreement.

IT IS AGREED AS FOLLOWS:

(1)

- (a) is Memorandum of Agreement between X and GMIT supersedes the provisions of any previous agreement with regard to matters dealt with herein in relation to collaborative programmes leading to joint awards. The Appendix to this agreement forms part of (and is incorporated into) this agreement. A reference to this agreement includes a reference to the Appendix.
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- (b) GMIT and X have jointly validated and shall make a joint award in respect of PROGRAMME provided by GMIT and X, the quality assurance arrangements for which are detailed in the Consortium Agreement between GMIT and X.
- (c) In order to facilitate recognition and transparency, the shared standard and the unique provision arrangements of the PROGRAMME, i.e. the joint nature of the degree, will be acknowledged in the relevant diploma supplements and in the academic transcripts issued by the providers.
- (d) The academic and administrative procedures for the PROGRAMME are those set out in the Consortium Agreement that parallels this agreement and such further procedures as the parties may agree in writing for the purposes of this agreement.
- (e) Each awarding body shall maintain detailed records of all recipients of the joint award and make those records available to the other body as requested.
- (f) The Consortium Agreement established on the basis of this Joint Awarding Agreement shall be consistent with the Joint Awarding Agreement.

- (2) X and GMIT shall ensure a close liaison between their staff and shall make all reasonable efforts to ensure the quality of PROGRAMME leading to a joint award in accordance with the established agreements.



- (3) X and GMIT will make a joint award in respect of the PROGRAMME(to be provided by X and GMIT and identified in paragraph 1(b) and 1(d)).
- (4) The standard to be attained by candidates before a joint award can be made has been agreed as XXX standard (according to the respective national qualifications frameworks) as demonstrated in the respective programme validations.
- (5) Academic quality assurance procedures including the monitoring and periodic review of the PROGRAMME; the conduct of examinations and assessment boards; and the appointment of examiners shall be in accordance with the arrangements set out in the Consortium Agreement.
- (6) X and GMIT, in a manner appropriate to their respective roles, agree to co-operate and participate in each other's quality assurance procedures and in the quality assessment arrangements of relevant funding or other statutory bodies as they relate to PROGRAMME leading to a joint award. The parties further agree to co-operate in the carrying out of any effective institutional review processes applicable to X and GMIT.
- (7) GMIT and X shall implement their parts in this agreement consistently with applicable National policies and the relevant X and GMIT academic policies.
- (8)
  - (a) X shall be indemnified by GMIT respectively against all claims whatsoever arising in any manner under this agreement through the act, neglect, or default or other action of GMIT.
  - (b) QQI shall be indemnified by X respectively against all claims whatsoever arising in any manner under this agreement through the act, neglect, default or other action of X.
  - (c) GMIT shall be indemnified by X against all claims whatsoever arising in any manner under this agreement through the act, neglect, default or other action of National QA agencies.
  - (d) This agreement shall be effective from the date of signature and shall continue in force, unless terminated earlier in accordance with (f), for a period of five years, upon which it shall be reviewed by the parties. A mid-term review of its operation will be conducted at the end of 24 months.
  - (e) This agreement shall be terminated by:

- a. Any of the parties, upon 18 months' written notice; or
- b. failure of any of the parties to comply with the terms of this agreement having been notified of the breach and given sixty days to rectify the breach, whereupon any other party shall be entitled to give written notice of termination forthwith.
- c. If termination has been effected, students, once registered on the PROGRAMME leading to a joint award, and whose progress is deemed satisfactory under the rules and regulations of that Programme, shall be afforded reasonable opportunity to complete the programme and to receive the relevant joint award subject to meeting the required academic standards.

(9) The public information and promotion for the PROGRAMME leading to a joint award shall conform to the requirements of X and GMIT and shall use the logos and devices of each party in an appropriate manner. Programmes and awards shall be referred to by their proper titles. Any use of any logo or device of one party by any of the other parties shall be agreed in writing.

(10) In the event of any dispute arising in respect of any provision herein, the dispute shall be referred to the President of X, and the President of GMIT who, if they are unable to resolve the dispute between themselves, shall refer said dispute to an independent Arbitrator to be appointed by the President of the Law Society of Ireland and the decision of the Arbitrator shall be final and binding upon the parties.

(11) The parties confirm that this agreement shall be interpreted in accordance with the Laws of Ireland.

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

Signature:

Name in Capitals:

Position in Organisation:

Address in Full:

**Signed in the presence of:** Position in Organisation: Date:

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

Signature:

Name in Capitals:

Position in Organisation:

Address in Full:

**Signed in the presence of:**

Position in Organisation:

Date: