



Athlone Institute of Technology

Supplementary Quality Assurance Procedure for collaborative provision, to include national and transnational programmes

Document title: Quality Assurance for collaborative provision, to include national and transnational programmes.	
Originator: Dr Joseph Ryan	Reviewer: Governing Body, President, EMT, ASQ
File reference: Registrar's Office	Review date: Proposed for May 2013
Status: Final	
Last worked on 27 May 2013	
Reviewed on: 24.06.2016	
Reference:	
<ul style="list-style-type: none">Standards & Guidelines for Quality Assurance in European Higher Education Area (ESG) (2009)Draft guidelines for collaborative and transnational provision, Irish Higher Education Quality Network (May, 2012)Convention on the Recognition of Qualifications Concerning Higher education in the European region, Lisbon (1997); and The Committee of the Convention on the	

recognition of qualifications concerning Higher Education in the European Region, Recommendation the Recognition of Joint Degrees, Strasbourg (2004)

- **OECD/UNESCO Guidelines for Quality Provision in Cross-Border Higher Education (2005)**
- **UNESCO-Asia Pacific Quality Network toolkit: Regulating the quality of cross-border education (2006)**
- **THE UNESCO/COUNCIL OF EUROPE Code of Good Practice in the Provision of Transnational Education (2007)**
- **University College Dublin (UCD) Quality Assurance Policies and Procedures**
- **Cork Institution of Technology (CIT) Quality Assurance Policies and Procedures (2011)**
- **Waterford Institution of Technology (WIT) Quality Assurance Policies and Procedures (2011)**
- **Higher Education and Training Awards Council (HETAC) Policy documentation (2008-2012)**
- **United Kingdom (UK) Council of Validating Universities (CVU) Quality Handbook (2005)**
- **UK Quality Assurance Agency (QAA) documentation (2006 – 2012)**
- **Policy for collaborative programmes, transnational programmes, and joint awards – Accreditation, Quality Assurance, and Delegation of Authority (The HETAC, December 2008, updated February 2012)**
- **Core Validation Policy and Criteria (The HETAC, 2010)**
- **Quality Assurance Supplement for the assurance of academic quality and standards in higher education; collaborative provision and flexible and distributed learning (including e-learning) – Amplified version (QAA, October, 2010)**
- **Investing in Global Relationships Ireland's International Education Strategy 2010-15 (Dept of Education & Skills, Sept 2010)**
- **Guidelines for collaborative programmes, transnational programmes, and joint awards (AIT draft document as submitted to the HETAC for advice, March 2011). This interim guideline had been reviewed and adopted by EMT on 08 March 2011**
- **Feedback from the Standing Panel of the HETAC issued in April 2011 following submission of the draft preceding paper from AIT on collaborative provision**

- **Report and subsequent updates from the HETAC Standing Committee for the Evaluation of Supplementary Quality Assurance procedures (December, 2011 and forward)**
- **Draft interim report on the first part of a HETAC special external review of the quality assurance arrangements for collaborative and collaborative transnational provision operated by Athlone Institute of Technology (6-7 December, 2011)**
- **Policies and procedures for the development, management, and evaluation of collaborative and transnational programmes in Dundalk Institute of Technology, Stephen McManus (January 2012)**
- **Commentary from AIT-appointed collaboration review panel that sat initially in March 2012 (the Coy panel)**
- **Comprehending the international initiatives of universities, Edelstein and Douglass (Berkeley, December 2012)**

Final 24.06.12

Table of Contents

1. Preface.....	1
2. Purpose of this Document.....	2
3. Strategy for Collaboration	3
4. Criteria for Collaboration	5
5. Sequence and Governance of Collaborative Arrangement.....	9
6. Initiation of Collaborative Programmes	10
7. Legal Authority to Provide Collaborative Programmes	12
8. Quality Assurance governing Collaborative Provision	13
9. Range of Collaborative Arrangements	14
10. Memorandum of Understanding (MoU)	15
11. Due Diligence	16
12. Joint Awards	21
13. Academic Proposal to Academic Council	22
14. Collaboration Agreement	23
15. Management of Collaborative Programme	27
16. The Validation of a Collaborative Programme	27
17. Processes for Scrutiny, Monitoring and Review of Collaborative Provision	28
18. Delegation of Authority	29

APPENDIX 1: Glossary

APPENDIX 2: Sample Memorandum of Understanding (MoU)

APPENDIX 3: Summary of Due Diligence

APPENDIX 4: Guidelines for the Preparation of a Proposal for the Collaborative delivery of an AIT programme of study off-campus

APPENDIX 5: New Programme Development Procedure (An Overview)

APPENDIX 6: AIT Committee Structure

APPENDIX 7: Sample Collaboration Agreement

APPENDIX 8: Collaboration Agreement Template

APPENDIX 9: List of Current Collaborations under the terms of the Governing Sectoral Policy

1. Preface

In respect of geographical location, Athlone Institute of Technology is the most inland higher education institute in Ireland. Collaborative provision, in the most inclusive sense, allows the learning and research community to extend the range and scale of its provision both nationally and internationally. The institute has consciously and consistently pursued an internationalization policy which has added significantly to the learner experience of all members of the community and has added significantly to the richness of the region. In addition and in pursuit of its mission, AIT has engaged with regional and national partners to enhance any prospective programme provision and to afford enhanced avenues of access to higher education. The view of the institute has been that learners are enriched through the opportunity to study abroad and to experience differing academic cultures. In a related vein, AIT has established a work-based learning office and the collaborative facility has supported provision for off-campus engagement in a range of sites including the workplace. This is of significant value and supports the embrace of lifelong and tailored learning. It also ensures that curricula are founded in contemporary working practices and are best calibrated to serve the needs of both employers and employees. Delivery methods are also advancing to serve the increasingly diverse student population. These are but examples of the range and the advantages conferred by collaborative provision.

The term collaborative provision is employed within this document in an inclusive manner; it is intended to cover all collaborative provision including national and transnational programmes; however, it does not at this stage set out the arrangements that will govern joint awards. Collaboration necessarily entails a sharing of cultures between at least two partners. This will be done with respect for the strengths of the partners and with sensitivity to the risks that are inherent in collaborative provision.

This policy supplement sets out the manner in which collaborative provision can be identified, initiated, developed, approved, and monitored. It is a supplement to the AIT *Quality Assurance Policy* and must be read in conjunction with the HETAC's *Policy for collaborative programmes, transnational programmes, and joint awards* (Dec 2008, with most recent revision published in February 2012).¹ Within that latter document, the definition is offered that collaborative provision *means two or more providers being involved by formal agreement in provision of a programme of higher education and training*. That is the understanding adopted here. This document is also informed by, and acknowledges the input from, the various other documents cited above. In addition, the institute is cognisant of the consultative process toward new higher education policy initiated by Quality and Qualifications Ireland in May 2013. This includes the notion of risk and proportionality as set out in Section 4.11 of their draft documentation.

Toward the objective of satisfying the prerequisite quality assurance policies and procedures, and with the purpose of demonstrating that AIT meets the standards set out in the HETAC 2008 policy (and revised in 2012), the institute has engaged with all existing collaborative partners (records of which are held in Registry), with the chair and members of the Governing Body, with the executive, and with the appropriate committees to refashion its collaborative policy in the light of the advice received.

¹ The Higher Education and Training Awards Council (HETAC) is referenced throughout this procedure. It was the appropriate national regulatory body at the time when this review commenced. This has, since November 2012, been subsumed into the unified and new integrated agency, Quality and Qualifications Ireland (QQI).

2. Purpose of this Document

The purpose of this document is to ensure that AIT's collaborative provision invites the institute to ensure a secure strategic context for such provision. It will ensure that the arrangements are in accordance with the strategic plans of the institute.

The document will provide a reference to use when developing collaborative, national, and transnational taught programmes from Level 6 to Level 9 on the National Framework of Qualifications and collaborative research degree programmes at Levels 9 and 10.

It is proposed that the collaborative policy will govern all existing and foreseeable collaborative arrangements between AIT and other national or transnational providers of appropriate education and training programmes.

The institute has afforded this subject long consideration and has consulted widely in the preparation of this governing procedure. One objective has been to internalize the broadest understanding of collaborative provisions, its risks, and its opportunities for reputational enhancement. This process has necessarily taken some time.

The policy is intended to inform all concerned 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 current and prospective partners, in developing and managing collaborative provision; it seeks to set out what is and is not permissible. It provides a basis for fostering and facilitating a culture of engagement, quality, continuous improvement and professionalism in practice. It is equally proposed as a safeguard against academic, administrative and/or financial impropriety, recklessness, and negligence.

In the development and delivery of all collaborative provision, AIT aims to protect its existing quality assurance and to continue to fulfil its obligations in accordance with those arising from the *Qualifications (Education and Training) Act 1999*, its successor the *Qualifications and Quality Assurance (Education and Training) Act 2012*, and the *Institutes of Technology Act 2006*. The institute will equally be sensitive to the academic and professional requirements that govern the proposed partner's provision and also will be cognizant of the appropriate regulatory environment that prevails in respect of such a partner.

This document provides a higher level collaborative policy that meets the national requirements in respect of such provision. This is currently set out in the HETAC's *Policy for collaborative programmes, transnational programmes, and joint awards*. In so doing, AIT states its intention to be in compliance with the requirements of Ireland's national legislation, agreements and regulations, including with Quality and Qualifications Ireland's (QQI) 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.

2.1 Supporting Documentation

In preparing this document the institute worked within the framework of policy, criteria and guidelines that have been developed by both AIT and the QQI. These include;

- Institute [*Quality Assurance Manual*](#)
- Programme of Study / Course Design, Development, Evaluation, and Withdrawal
- Procedures and Guidelines for the Operation of the External Examiner System for Taught Courses Validated by the HETAC
- Procedures and Guidelines for the Collection of Feedback on Course Quality
- Standards, Assessment, & Awards
- AIT Recognition of Prior Learning RPL Policy

QQI (the HETAC)

- [Guidelines and Criteria for Quality Assurance Procedures in Higher Education and Training](#), HETAC, 2002 (HETAC reference 2002/2)
- [Criteria and Procedures for the Delegation and Review of Delegation of Authority to Make Awards](#), HETAC, 2004 (supersedes [Supplementary Guidelines for the Delegation and Review of Delegation of Authority to Make Awards](#), HETAC, 2003).
- [Policy on Institutional Review of Providers of Higher Education and Training](#), 2007
- [Provider Monitoring Policy and Procedures](#), 2010
- [Policy on Registration of Providers](#), 2008
- [Policy for collaborative programmes, transnational programmes and joint awards – accreditation, quality assurance, and delegation of authority](#), HETAC, December 2008, updated 2012 (HETAC reference E1.3)
- [Assessment and Standards. Implementing the National Framework of Qualifications and Applying the European Standards and Guidelines](#), HETAC, December 2009 (HETAC reference C.1.1 version 1.1)
- [Procedure for assessment of applications for Registration as a HETAC Registered Provider](#), Version 8, January 2010
- [Core Validation Policy and Criteria](#), HETAC, June 2010 (HETAC reference E.1.8, version 1.0)
- [General Programme Validation Manual](#), HETAC, July 2010 (HETAC reference E.2.4, version 1.1)
- [HETAC Award Standards](#)

3. Strategy for Collaboration

The then minister for education and skills, Mary Coughlan, in her foreword to the publication *Investing in Global Relationships, Ireland's International Education Strategy 2010–15* (December 2010) stated that:

The Irish education system has a critical role to play in Ireland's international engagement and in the development of these global relationships. The ambition set out in this five-year strategy is for Ireland to become a global leader in the provision of high-quality education to the next generation of leaders, entrepreneurs, and decision-makers, who will make a difference in their own countries and who will form vital networks of influence for Ireland.

AIT's stated strategy sets out a challenging and ambitious, but realisable, vision for the institute's development, supported by a set of strategies, priorities, objectives and actions. Its plans will involve a special emphasis on collaboration with Irish and overseas higher education and research institutions. Collaboration will maximise the institute's contribution to our learners and to the wider community. It will also enhance the relative attractiveness of the institute to students by providing an opportunity for alternative learning experiences. AIT considers that in the modern world collaboration is a positive and a necessity; the selection and management of such collaboration entails risk evaluation and close monitoring and this paper sets out the strategic context and procedure for such collaboration.

AIT aims to build on and enhance its areas of teaching and research strength as well as developing its teaching and research expertise in other areas. Therefore, careful consideration must be exercised when selecting collaborative partners, nationally and internationally, in order that they align with and enhance the innate strengths of the institute.

The institute is committed in its Strategic Plan 2009-2013 to increasing the number and diversity of international students. It recognizes the requirement for diversity in its student body and in the cultural experiences of the learner. It is also committed to creating opportunities for its own students abroad and so enabling them to witness and understand new and different cultures and customs.

This institute has had long engagement with national and international partners and is committed to

- building sustainable relationships with regional and national partners in a manner that serves the needs of learners and is consistent with the missions of all such parties;
- the development of academic links with overseas universities and institutes in order to promote the intellectual, cultural, personal, and social development of all students through high-quality academic and student-life programmes;
- engaging with appropriate national and international partners to support achievement of the institute's research and academic programmes that value and sometimes requires collaborative processes;
- promoting the mobility of students and staff across the European Higher Education Area in the context of the Bologna process;
- providing high quality access programmes in location across the region in order to widen participation and enhance opportunities for access to higher education within the region;
- ensuring that all staff engaged with collaborative and transnational programmes are provided with effective support, training, and development;
- working with employers and public and private sector organisations in developing programmes which meet identified skills needs;

- working with employers and public and private sector organizations to provide opportunities for students to develop methods to enhance their employability through work-based learning.

Athlone Institute of Technology is the sole higher education provider within its region. Its traditional mandate, as set out in Section 5 of the Regional Technical Colleges Act, 1992 has been

to provide vocational and technical education and training for the economic, technological, scientific, commercial, industrial, social and cultural development of the State with particular reference to the region served by the college.

The institute has faithfully followed this mandate and has developed in tandem with succeeding legislation and with the changing regional and national requirements. Collaborative provision offers the institute opportunity to extend the range and scope of its provision and in so doing to offer an enhanced experience to its broader learning community.

4. Criteria for Collaboration

- 4.1.1 The institute has an existing range of provision that falls under the terms of the HETAC's collaborative policy. In addition, collaboration will be considered only where clear benefits from establishing any collaborative programme and from the involvement of each of the partner providers can be shown. It is recognized that contemporary higher education involves a greater range of collaborative partners and arrangements.
- 4.1.2 This institute esteems its current partnerships and is careful to maintain that there is a compatibility of values, outlook, objectives, and methods between partners to afford confidence that students can anticipate a parity of learning experience based on a shared commitment to academic standards. In respect of both current and possible further relationships that fall under this collaborative policy, AIT will engage openly and in cooperation with its partners and prospective partners.
- 4.1.3 It is recognized that collaboration carries risk. AIT is committed to work with partners to assess the risks involved and to manage these appropriately. Respecting the fact that the range of different practices demands an oversight which is tailored and appropriate to the risks of each of the identified and approved collaborative arrangements, the institute will put in place specific procedures to ensure success and viability of any collaboration. The first stages of such procedures are the Memorandums of Understanding and due diligence exercise with risk assessment exercise. When successfully completed they are followed by the creation of the Collaboration Agreement. Full details on such contracts are outlined in Sections 9-14. Emerging policy from QQI suggests that risk proportionality and oversight will be a feature of future collaborative provision. This procedure takes account of that approach.
- 4.1.4 In respect of any proposal involving a private provider, AIT will need to be satisfied as to the ownership of the prospective partner organization and its governance structures. This will include consideration of whether academic and business decision-making are separate and whether the proposed partner is registered as a

company or a charity and the nature of any existing accreditation. Similarly, where a prospective partner is directly involved in the delivery and/or the assessment of learning, or where adjunct faculty are to be employed in respect of any prospective programme under consideration, AIT will need to assess the ability of the prospective partner organization to manage processes for quality assurance.

4.1.5 AIT will ensure that its collaborative provision is consistent with the governing national policy. In respect of section 2.3.2 of the HETAC's policy, AIT acknowledges that collaborative programmes are subject to at least the same quality assurance standards as other types of programme accredited by the QQI or validated by a recognized institution of the QQI Council. So too, partner providers in a collaboration are subject to at least the same quality assurance standards as other providers of programmes accredited by the QQI.

4.1.6 AIT subscribes to the guiding principles set out in the Irish Higher Education Quality Network's (IHEQN) draft Guidelines for Collaborative and Transnational provision², namely

- **Principle one:** providers of higher education have primary responsibility for the management and provision of programmes of higher education and training for learners
- **Principle two:** providers of higher education have the primary responsibility for the quality assurance of their provision, wherever or however it is delivered
- **Principle three:** providers of higher education must ensure that learners enrolled on collaborative or transnational programmes (whether at home or overseas) which lead to awards of an Irish awarding body, receive an equivalent learning experience to that of learners studying at their campus in Ireland
- **Principle four:** providers of higher education are cognisant of the strategic context for collaborative or transnational provision
- **Principle five:** providers of higher education give due consideration to the academic support and pastoral care of students, and to their representation on appropriate institutional bodies/groups
- **Principle six:** providers of higher education, recognising that their decisions to collaborate and/or provide transnational higher education programmes may involve ethical considerations, are committed to respecting the human rights of their staff, learners, and partners in all their joint ventures
- **Principle seven:** providers of higher education develop institutional approval and quality assurance processes for collaborative/transnational provision which include the conduct of appropriate due diligence checks

² Irish Higher Education Quality Network, these are the draft Guidelines for Transnational and Collaboration Provision (May, 2012).

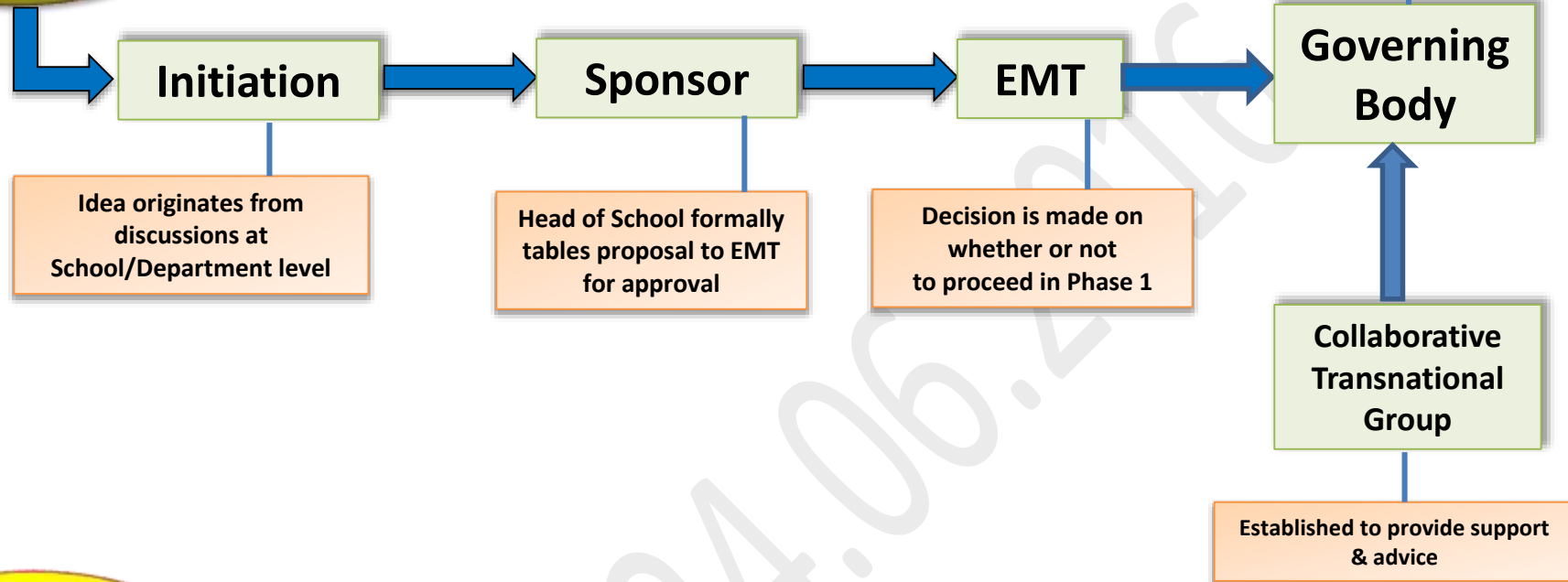
- **Principle eight:** providers of higher education recognise the need to have formal written agreements for all collaborative arrangements

4.1.7 This document also takes cognizance of the overarching criterion and the related five key criteria promulgated by QQI through its legacy body, the HETAC.

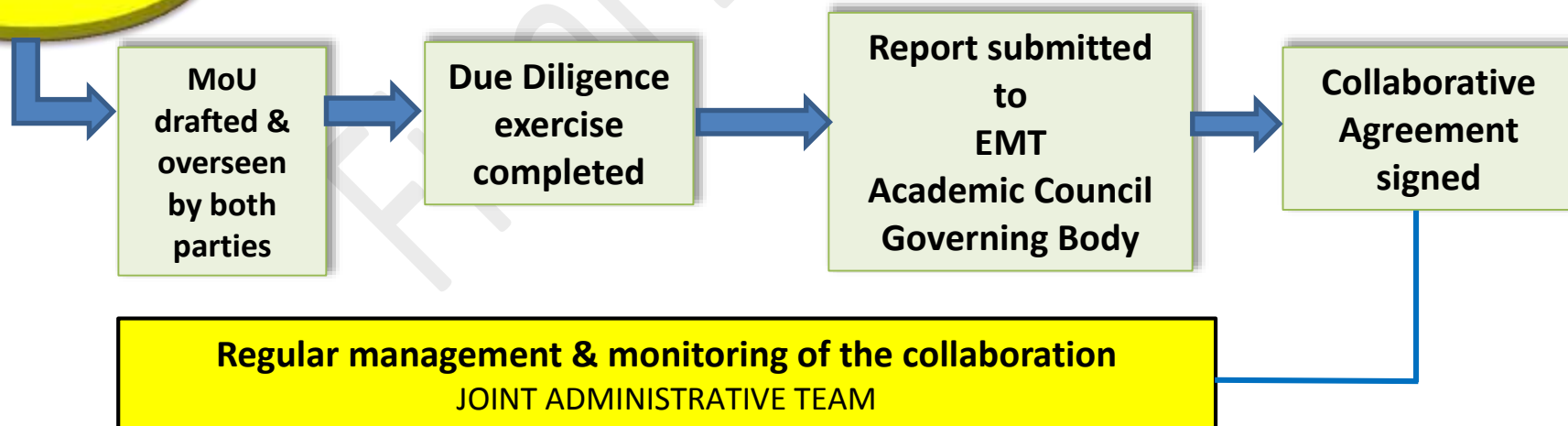
4.1.8 In order to assist AIT and prospective partners, AIT will adopt a range of criteria to establish the potential for successful collaborative partnerships. Such criteria will include academic fit, shared educational values, philosophical coherence in respect of learning, teaching, and assessment, and reasonable alignment of the IT infrastructure. AIT is willing to work with partners within Ireland and abroad. Favoured countries, based on existing experience, consist of countries within the European Higher Education Area, China, Malaysia, and North America. Additional geographical areas may be added but must be approved initially by the Governing Body. A key criterion is that any proposed collaboration must harmonize with the stated focus of AIT's Strategic Plan. AIT will have to be convinced that the learning environment will be sufficiently well resourced.

COLLABORATIVE SEQUENCE

STAGE 1



STAGE 2



5. Sequence and Governance of Collaborative Arrangement

This collaborative policy is formulated in order that a standard framework is created to support the development and implementation of all collaborative programmes between AIT and its partner providers. AIT operates consistent with the requirements of national legislation and other national agreements and according to frameworks for quality assurance operated by the HETAC and its successor, QQI. The institute fully recognizes and respects the constraints imposed by the National Qualifications Framework within which it operates particularly with regard to the authority to make awards. Collaborative programmes need to be initiated, developed, and managed conscientiously, and integrated with the overall strategic goals and plans of the institute.

Any prospective programmes offered by AIT are developed in accordance with the institute's quality assurance procedures and must be approved by the institute's Academic Council and Governing Body. They may also be accredited by outside agencies as appropriate. The pathway for the identification, development, evaluation, and adoption of any new programme under collaborative provision is set out in detail later in this paper and in the [http://www.ait.ie/aboutaitandathlone/quality/Quality Assurance Manual](http://www.ait.ie/aboutaitandathlone/quality/Quality%20Assurance%20Manual); so too are the responsibilities attaching to each phase of the process.

A purpose of this procedure is to set out clearly where responsibility lies in relation to the instigation, determination, evaluation, and ongoing monitoring and reporting in respect of collaborative and transnational provision.

The academic registrar, through the quality assurance office, is responsible for developing the quality assurance procedures for collaborations. The academic registrar will liaise with the QQI and other relevant national or international quality assurance agencies as appropriate. Full details of AIT's quality assurance procedures can be accessed on our website (www.ait.ie/quality).

The secretary/financial controller has responsibility for determining the financial viability of the undertaking and for staff contractual arrangements.

This policy systematically highlights the stages that will lead to the governance, implementation, and management of such programmes. These are provided in sequence through the course of this document. Some of the major stages outlined are as follows:

Stage 1: Initiation of a Collaborative Programme (Section 6)

Initiation arrangement will be rooted in the institute's management structure. The procedures governing same are set out in Section 6 below.

Stage 2: Memorandum of Understanding (MoU) (Section 10):

Following informal discussions with the proposed partner, undertaken by the relevant executive member and the appropriate academic staff, the initial proposal for this agreement will be agreed at a meeting of the institute's executive. The purpose of the MoU is to set the basis of the partnership and the context for whatever collaborative programmes might ensue. The MoU will be created, or drafted in agreement with the proposed partner(s), by the office of the academic registrar. The MoU will be drafted in clear language, will be explicit in relation to the responsibilities of the partners, and will refer to this supplementary quality assurance procedure and to the relevant quality procedures of the partners that are to govern provision under the collaborative agreement.

The MoU will *inter alia* comprise an outline statement ensuring that the prospective partners are in good academic and financial standing and will specifically include commitments to the learners on any such prospective programmes. This MoU will be agreed at the institute's executive and submitted to Academic Council for noting. The MoU will be signed by the institute's president or his nominee, on behalf of the institute, and noted at Governing Body.

Stage 3: Due Diligence Report (Section 11):

Each proposed collaboration will attract a due diligence exercise. The due diligence exercise will identify and evaluate the risks involved with the provision of a collaborative programme. The exercise will be coordinated by a subcommittee of Academic Council, which will comprise representatives from various sections of the institute as set out in Section 11.3.6 below. The chair will be independent of any faculty, department, or research centre that is associated with provision under the collaboration in question. The final report will be approved by the Governing Body on the recommendation of the institute's executive and the Academic Council.

Stage 4: Academic Proposal (Section 13):

This is the process by which each individual collaborative programme of study will be developed. The process will be carried out in conjunction with the partner provider. The process will be coordinated by the relevant executive member in union with the academic registrar. It will be subject to the normal programme development procedure (Appendix 4) as set out in the institute's quality procedures including evaluation by an external expert panel; this process will be negotiated with the partner and will respect the regulatory requirements that govern such a partner's programme development process. The resulting programme will be submitted to Academic Council for approval and in turn to the Governing Body for noting in the normal manner.

Stage 5: Collaboration Agreement (Section 14):

Following the signing of a Memorandum of Understanding, completion of the due diligence exercise, and academic proposal as defined above, the development of a Collaboration Agreement will be initiated by the academic registrar on behalf of the Academic Council. The purpose of the Collaboration Agreement is to describe the proposal and to set out the roles and responsibilities of each party regarding the proposed programme. Each party involved in the specific collaboration is involved in the development of the Collaboration Agreement. The Collaboration Agreement will be developed in conjunction with the collaborative party at AIT faculty or department level.

The development of the Collaboration Agreement is based on the understanding that all parties to the collaboration have an equal commitment to maintaining and developing academic standards and the quality of the student learning experience. The specific and detailed provisions governing the establishment, operation, quality assurance, and termination of a collaborative programme will be formally established and outlined in the formal Consortium Agreement. The agreement will be subject to Academic Council recommendation and Governing Body approval.

In keeping with the quality assurance procedures of the institute all collaborative programmes will be subject to monitoring and review arrangements as set out in Section 17 of this document.

6. Initiation of Collaborative Programmes

- 6.1 Initial enquiries regarding collaboration may be initiated by, or directed to, a range of AIT staff. Often times they may arise out of informal discussions at faculty or department level. However, the end

result, the protection of the institute's reputation and appropriate provision to the prospective students, is always paramount.

No commitment to a proposal, nor development of such a proposal, will be undertaken until such time as the Executive Management team (EMT) recommends such progress. The initiation of a collaborative process will always in the first instance be agreed by the EMT. The dean of faculty, as sponsor, will formally table the proposal at an EMT meeting which will be accompanied by a report of the preliminary research on the prospective partner(s).

The preliminary research report should outline the following

- a summary of the history, range of academic programmes, student enrolments, etc.
- information on the legal, financial, academic and quality assurance standing
- any cultural, academic or other issues that should be taken in to consideration
- adherence to the indicative criteria for such prospective collaborations as set out at 4.1.8 above.

The decision on whether to proceed with the exploration phase of collaboration is formally recorded in the minutes of the EMT meeting. It must be then approved by the institute's Governing Body. This represents the licence to proceed with the exploration phase.

6.2 The institute is mindful of the differing levels of risk that are proposed through different partnerships and will, within the framework of these guidelines, calibrate its response appropriately. In its Green paper on Provider Risk and Proportionality, Section 4.11, QQI states that a risk and proportionality based approach to organisational activity and governance is increasingly considered good practice both nationally and internationally. AIT supports this analysis and has calibrated this response accordingly.

6.3 Given the range of collaborative arrangements available as outlined in Section 9 of this document, it is recommended that partner institutions agree on a shared set of core educational principles to frame and guide collaborative provision from the outset. These principles need to be compatible with all partners. The EMT recognizes that policies, actions, and procedures for access, transfer, and progression for learners published by the National Qualifications Authority of Ireland apply to consortia providing collaborative programmes accredited/validated by the QQI or by this recognized institution of the QQI.

There are multiple stages leading to the delivery of the collaborative programme that leads to an award following the initial initiation process. The stages are outlined in Section 5 of this document.

6.4 Transnational Programmes
Transnational collaborations can be challenging to establish and operate and therefore a number of specific requirements over and beyond those required for national collaborations may be needed. Along with the need to liaise with local agencies and local legal frameworks, there will also be a need to involve statutory, awarding and quality assurance agencies operating in the other country.

6.4.1 Approval of any new programmes offered transnationally will be conditional upon:

- assurance that it can be offered without risk of compromising academic quality;
- assurance that appropriate staffing arrangements have been made and are sustainable for the duration of the programme or the agreement;
- assurance that the teaching facilities will be adequate and at an appropriate standard to support the proposed activity;
- assurance that library services and IT facilities will be adequate to support the proposed activity;
- assurance that academic support and pastoral care of students is available and adequate, and

that the student body has representation on appropriate institutional bodies/groups

- 6.4.2 Programmes offered collaboratively or transnationally need not be limited to the same programmes offered at the institute.
- 6.4.3 Where a programme is offered at more than one location, it must have the same core units. It must meet the minimum learning outcomes. Where cultural context requires a divergence of course structure, this must be approved by the senior management team to ensure academic equivalence and coherence of offering.
- 6.4.4 Where there is a divergence in programme structure or curriculum between locations, consideration must be given to the impact on credit, accreditation or registration and where required students must be made aware of this impact.
- 6.4.5 A language of instruction other than English can be approved for a portion of a programme, however consideration must be given to the additional support requirements for the delivery and administration of the programme. The circumstances for approving such an arrangement need to be specified. The appointment of internal and external examiners who are linguistically and academically competent to make judgements is regarded as a first principle. Should the use of translators be unavoidable, permission must be sought from the AIT Academic Council on a case-by-case basis. The specific arrangements are to be specified in the Collaboration Agreement.
- 6.4.6 An analysis of the impact of any amendments to programmes and modules must be undertaken when amendments to programmes are being considered.
- 6.4.7 It is essential that the procedure and criteria for the monitoring and review of performance of academic staff be equivalent to those which apply to staff in AIT.

The delivery of the validated programme outside of the state may occasionally require a staff member or members to travel to the country for a temporary period of time. A member of staff may also be required to visit the country as part of the review process. Part of the prospective programme may also be delivered in Ireland.

The president of AIT will grant final approval to offer a programme following consideration by the Executive Management team and the Academic Council and the assurance that all contracts are negotiated appropriately. The head of department is responsible for the delivery of the programme and deployment of resources, in consultation with the relevant senior person in the partner institute.

7. Legal Authority to Provide Collaborative Programmes

- 7.1 AIT awards are offered under the authority delegated to it by the QQI. AIT awards are compliant with ECTS, the European Credit Transfer Scheme. International programme provision is subject to the sanction of the Governing Body of AIT and the approval of AIT Academic Council; so too is collaborative provision with partners within the state. As a relevant provider, AIT has established procedures for quality assurance under section 28 of the *Qualifications and Quality Assurance (Education and Training) Act 2012*.³ AIT also has established procedures for access, transfer and progression under section 56 of the same Act. Under section 53 of the 2012 Act, AIT has been delegated authority from QQI to make awards in respect of taught programmes up to Level 9 on the National Framework of Qualifications and has additional research delegation in respect of defined fields at Levels 9 and 10 on the NFQ.

³ The term relevant provider is specified in the 2012 Act (*Qualifications and Quality Assurance (Education and Training) Act 2012*). In this case it refers to a provider to whom authority to make an award has been delegated under section 53.

All collaborative agreements will be written and legally binding, setting out the rights and obligations of all partners as outlined in the various agreements later in this document. Written and legally binding agreements or contracts will clearly stipulate the partners' roles, responsibilities, delegated powers of action, as well as monitoring, arbitration, and termination provisions.

These agreements will be established with a view to avoiding conflicts of interest. The HETAC explicitly outlines procedures and criteria for delegating authority in 3.7 of their Policy for collaborative programmes, transnational programmes and joint awards (2012). Such procedures are now adopted by QQI.

- 7.2 AIT will ensure that their partner providers are legally entitled to enter into a Collaboration Agreement. This institute acknowledges the national regulators for transnational collaborative provision and will work with QQI to develop appropriate procedures for engaging with such agencies where appropriate. AIT will be conscious of the regulatory environment and of any given prospective partner's standing with national and other regulators, and its performance in external evaluations, including relevant external evaluations conducted by transnational, national, regional and professional and regulatory bodies. This sensitivity will encompass those national agencies or professional bodies that may be required to provide specific approval to any proposed collaboration. Negotiation of such situations should they arise will necessarily involve the input of the appropriate regulatory bodies and AIT will be seeking same.

The dean of faculty or the head of department for the discipline area will liaise with their collaborative counterparts. In order to have a clear understanding of the legal entity, governance structure, etc., it may be necessary to obtain legal advice; this will be done through the office of the secretary/financial controller. Where possible, conflict resolution will be dealt with under Irish jurisdiction and law. This might not be possible depending on the nature of the arrangement.

The signature of the president (or his legally empowered representative) will be required on all contracts.

- 7.3 All collaborative programmes are subject to the academic quality assurance policies set out by the institute's Academic Council.
- 7.4 See also Section 11.3 of this document on legal standing (risks).

8. Quality Assurance Governing Collaborative Provision

- 8.1 Amongst the purposes of Athlone Institute of Technology's quality assurance process is to maintain the academic performance of courses (a vital element of meeting the needs of learners within the constraints of resources available), to enhance the quality of the learning experience, and to maintain academic standards in the context of an increasingly diverse learner population and the particular nature of the institute's academic portfolio.

Collaborative programmes offered by Athlone Institute of Technology, are subject to the same quality assurance processes and standards as any other accredited programme offered by the institute as required by the HETAC's *Code of Practice for Collaborative Programmes*.

The processes and standards applied to these collaborative programmes are comparable to the requirements defined in the HETAC *Guidelines and criteria for quality assurance procedures (2002)* and in the *supplementary requirements for collaborative programmes (2008)*. While a number of cooperative ventures do not formally fall within the remit of a formal collaboration, Athlone Institute of Technology has entered into an appropriate formal agreement with partner providers to govern any prospective programmes being provided at AIT and by external partner providers.

Athlone Institute of Technology has procedures to support the administration and internal quality assurance of transnational programmes, to ensure that standards and assessment, and related academic matters, are equivalent to those applying in respect of typical relevant Irish programmes, and are consistent with QQI's requirements.

The quality assurance framework within the institute takes the European Standards & Guidelines (ESG) as its quality assurance standard. This framework is also mindful of HETAC's *Provider Monitoring Policy and Procedures* (2011). It considers the institute's quality policies and practices under the seven areas identified in the ESG as follows:

1. Policy and procedures for quality assurance
2. Approval, monitoring, and periodic review of any prospective programmes and awards
3. Assessment of students
4. Learning resources and student support
5. Quality assurance of teaching staff
6. Information systems
7. Public information

For each area, the manual sets out how the particular quality policy is communicated, implemented, managed, measured, and evaluated. It describes how continual improvement is supported and establishes key objectives along with performance indicators.

The QA system, as set out in the [*Quality Assurance Manual*](#) and associated documentation, is essentially a structured manifestation of good academic practice. It comprises the core quality assurance and control procedures which promote quality enhancement and the maintenance of academic standards, and incorporates feedback loops that inform, modify, and improve the quality and standards of the educational provision of the institute. All policies and procedures are well-documented and readily accessible to staff, learners, and other stakeholders.

The institute rigorously and continuously monitors the effectiveness of its quality assurance procedures and practices, in accordance with the mechanisms laid out in the [*Quality Assurance Manual*](#) to assure that they are operating in accordance with good practice, in the best interests of learners, and the maintenance of academic standards.

The institute works constructively with external agencies, notably the QQI and with relevant awarding and professional bodies.

9. Range of Collaborative Arrangements

AIT's existing partnerships are varied in character. Given the variety of collaborative arrangements that are available, each MoU will be tailored to reflect the particular circumstances of the proposed agreement. Differing collaborative arrangements will necessarily carry differing levels of perceived risk. The parties to a potential collaboration will be conscious of this in framing the MoU that is to govern such a collaboration.

Examples of collaborative arrangements covered *inter alia* under this policy

- delivery of accredited programmes at other higher education providers within Ireland which has the capacity to act as a co-provider of a higher education programme in the context of collaboration provision
- delivery of validated programmes by AIT outside the state. It may sometimes be the case that the remaining part of a particular programme may be delivered in Ireland
- on-line delivery pilot programmes
- staff and student exchange programmes. These are likely to be the fruits of an existing collaboration
- provision of specialized programmes to promote international understanding and language skills

10. Memorandum of Understanding (MoU)

10.1 AIT engages with the proposed partner and understands that such a partner will share its mission and values and be willing to agree shared procedures required by this collaborative policy. AIT in turn accepts and respects this requirement from any partner wishing to engage formally with AIT and also will be cognizant of the appropriate regulatory environment that prevails in respect of such a partner. The MoU however, will, under a unified approach, specify clearly the essential and agreed requirements of both parties.

10.2 The initial stage of the MoU concerns the identification and process preceding a formal proposal to establish a collaborative programme. Preliminary and exploratory discussions will consider such matters as the background to the institution, its current educational provision, and the nature of the relationship being sought. They will seek to ensure that the prospective collaboration as a whole and its partner providers are in good academic and financial standing and would be entitled, competent, and sufficiently well-resourced to fulfil their obligations.

A visit to the proposed partner by the AIT negotiators or their nominees is normally required and a report ultimately will be submitted to EMT. AIT will approach this exploratory phase in an open manner and will provide access and similar information to prospective partners.

10.3 The Governing Body, advised by the institute's executive and Academic Council, will have final approval of the overarching strategy for collaborative provision. This strategy is set out within this supplementary quality assurance procedure. The MoU will provide for the due diligence exercise. The purpose of the MoU is set out below.

The MoU is a formal document that outlines the broad parameters of the proposed collaboration. It is a statement of intent with 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 authorization to proceed with a Due Diligence and Risk Assessment exercise as a basis for entering into a Consortium Agreement.

10.4 The Memorandum of Understanding will identify information on the following parameters for the proposed collaboration

- strategic justification
- management and oversight
- quality assurance
- nature and ownership of programmes and awards
- the precise nature of the collaboration that is under consideration
- advanced standing or articulation arrangements for both undergraduate and postgraduate levels curriculum development projects

- 10.5 The MoU should declare any legal or other constraints to the kind of collaborative activity that may be engaged in by the partners.
- 10.6 The MoU will cover outline information on the relationship between the parties and any awarding bodies including any national regulators, quality assurance agencies, Ministries of Education, or other government agencies as appropriate. The likely recognition by these bodies of activity arising from the collaboration, and most notably activity for which approval by these agencies might be required, will be noted. In the case of transnational collaboration in particular, the relevant quality assurance agencies and/or awarding bodies will be explicitly identified in the memorandum.
- 10.7 The agreement does not bind either party to pursuing collaborative activity; instead it provides a framework upon which collaboration can be built.
- 10.8 Agreements that have not led to collaborative activity within a reasonable time (usually 5 years) will be nullified, following appropriate consultation with partners.
- 10.9 Where it is established that the proposed partner is a suitable one for AIT, a general MoU is agreed and signed by the institute's president or nominated representative. The MoU will be co-signed by the person holding similar authority within the partner organization and, where appropriate, by QQI. The MoU will be held in the president's office and a copy in the registry.

An MoU template is provided in Appendix 2.

11. Due Diligence

The due diligence exercise will be undertaken where a proposal is deemed to have merit. Parties to a proposed collaborative agreement will understand that a due diligence exercise is a prerequisite to the adoption of any such collaborative agreement. All collaborative provision will be consistent with the strategic plan of the institute and will be approved by the Governing Body on the recommendation of the institute's executive and Academic Council. Based on the results from the due diligence exercise and consequent on the recommendation of the executive and with the minuted approval of the Governing Body, initial discussions and, where necessary, a visit can take place leading to the signing of a Collaboration Agreement. Due diligence reports will be stored centrally with the academic registrar with a copy held in the relevant faculty or department.

11.1 Purpose

The purpose of this due diligence exercise is to ensure that the partners to the proposed Collaboration Agreement share an understanding and a commitment to a quality culture, concur on an approach to support, and protect the learners participating in those programmes, as well as sharing a commitment to upholding the programme standards. A related purpose of a risk analysis is to ensure that weak proposals

are identified at the earliest stage. Initial discussion in respect of any proposed collaborative programme will include all the parties in such an agreement.

The due diligence exercise will concern itself with the identification of risk with locations and partners both for national and transnational provision and all types of collaborative provision. AIT will be centrally mindful of the academic, legal, and financial standing of the parties to any such agreement. The principal tenet of collaborative provision, that the awarding institution is responsible for the academic standards and quality of learning delivered on its behalf wherever this takes place, is accepted by this institution.

Due diligence will be approached in a flexible manner. It will be sensitive to the nature of the proposed partner and will be conscious of provider risk and proportionality. Within the spectrum of possible approach, AIT will be conscious of whether the proposed collaboration constitutes low, medium, or high risk. All due diligence exercises will be carried out with a rigour appropriate to the perceived level of risk.

11.2 Initiation

AIT requires that the prospective partner submits to AIT a self-assessment document as one element of the due diligence exercise. The self-assessment document will normally contain information on the following (it is understood that the content of the document will vary for partners who are not educational bodies and indeed may vary depending on the nature of the collaboration).

- background Information – history and developments; mission and strategy; ethos and values
- range of Activities – nature and extent of its provisions; student enrolments, progression and retention data where relevant; relationships with other institutions and a list of past and existing collaborations
- regulatory Environment – its standing with national and other regulators and its performance in external evaluations; quality assurance arrangements; external examiners, the mechanism for their appointment and their role; any deviation from their quality assurance arrangements relating to other collaborative provisions
- awarding Authority – the nature and relationship to any and/or professional body and the recognition of credit and declaration of support from such bodies
- staff – profile of staff associated with the proposed programme to include CV and list of publications
- financial Information – balance sheets, recent accounts, published accounts, formal declaration of solvency and commitment of adequate resources to the partnership

As given above, an AIT Review Panel, being a subcommittee of Academic Council, will be established to review the self-assessment proposal. The constitution of this team is provided below in 11.3.6.

The AIT Review Panel will find it necessary to visit the proposed collaborative partner in order to assess and report to the EMT and Academic Council of the institute; at some stage during the due diligence a site visits to partner or transnational site will be undertaken. During the visit a series of meetings with the key personnel from the proposed partner will be held. AIT will need to satisfy itself about the fitness of the partner's tutors to deliver the learning materials and the suitability and appropriateness of the learning environment, including the learning resources. The visit may also include an inspection of facilities. A final meeting with senior staff and other participants to feedback on the visit and relate the team's findings to include whether there are any conditions that may first need to be met and a recommendation of approval or not. A draft report will be drawn following the visit and sent to the proposed partner to provide them with the opportunity to comment on factual accuracy. The report is then submitted to the Governing Body of AIT for approval along with the recommendations from EMT and Academic Council. AIT will provide similar access to the partner concerned in order that they can complete their due diligence exercise.

11.3 Risk Assessment

AIT is fully aware that exposure varies according to the nature and scope of the proposed collaboration. AIT is also aware that there are different levels of risk associated with transnational and national provision; reference has already been made to risk proportionality and this approach is adopted here. For clarity, the risk assessment review is a subset of the due diligence exercise. The review panel will consider the nature of the relationship between the proposed partner and AIT and assess the risks under the following headings:

11.3.1 Legal Standing

The parties to any proposed collaborative arrangement will each require assurance as to the legal standing of a prospective partner, and of their capacity to fulfil their designated role in the arrangement. This investigation will include the legal status of the prospective partner, and its capacity in law to contract with another awarding institution. This consideration will be sensitive to the proper role of national regulatory agencies. Where professional recognition is an element of the proposed award, this too will be considered at this stage.

The due diligence exercise that will be undertaken will vary according to the proposal. It will always involve examination of the public and legal standing of a prospective partner organization. In respect of transnational collaboration, all parties will need to be apprised of the different legal and regulatory frameworks which operate in different countries and the implications which this may have for collaborative activity and for the recognition of qualifications for progression to further study or employment. Where the collaboration is proposed with a partner or partners within the state, AIT will be mindful of the range of performance indicators that can be employed to assess the academic and public standing of such prospective partner organization(s).

The following should be considered in the context of a proposed collaborative programme:

- the transparency and openness of the national legal system in terms of the status and operation of the partner institution or type of institution(s).
- the legal standing of the proposed partner in its own jurisdiction.
- the capacity in law of the proposed partner to enter into an agreement regarding the envisaged collaboration with AIT; if other legal entities need to be involved, the nature and extent of the necessary involvement.
- any legal or statutory requirements on the proposed partner institution which might impact on the collaborative arrangement or on the recognition of any awards made.
- any significant differences in the legal standing and entitlements of learners in the proposed partner institution (vis-à-vis their standing and entitlements in AIT /Irish higher education institutions generally) which might impact the proposed collaboration.

- Transnational collaborations:
 - the pertinent national legal and regulatory frameworks under which the proposed partner institution operates;
 - the implications these frameworks may have for the envisaged collaboration;
 - the legal impediments to AIT providing a collaborative programme in the country/jurisdiction of the proposed partner provider;
 - the requirement of a licence or permission from relevant national authorities.
- Transnational collaborations (esp. ‘remote’):
 - the capability of AIT to operate within the legislative and cultural requirements of the country in question while still addressing the requirements and legitimate expectations of the academic, regulatory and cultural frameworks within which it operates by law and custom.
- Employers:
 - the implications of a termination of employment for the legal standing of the work-based learners and for their ability to complete a collaborative programme and receive the award.

11.3.2 Financial Standing

The institute must be satisfied that the proposal can be financed securely and that the partner(s) are adequately resourced to undertake and complete the programmes proposed. The proposed partner’s financial areas for examination could include the following:

- the financial standing and stability
- the financial ability institutionally to discharge all responsibilities arising for it from the proposed collaboration for its duration
- the financial contingency provisions
- the financial ability to honour any indemnification agreements as appropriate
- the ability to enable completion of study by learners on cessation of the collaboration as appropriate
- the appropriate safeguards in place against financial temptations which might compromise the quality and standards of any collaborative programme and, by extension, the academic integrity and reputation of AIT
- private / ‘distant’ transnational / non-educational / non-academic partners (including employers): Any features of the ownership structure, registration / incorporation, or range of business activities and interests which may impact AIT financially, legally and/or in terms of reputation if a collaboration were entered

11.3.3 Quality Assurance

Athlone Institute of Technology, under the stipulations of its quality control, must ensure that the academic standards and resources available for any programme of studies offered nationally or internationally must meet its quality assurance criteria which will be specified in the Collaboration Agreement. Such arrangements will only be entered into where there are clear educational advantages for both partners. The procedures and process concerning programme delivery, evaluation and external examining, and moderation are integrated with the AIT’s quality assurance procedures as set out in the AIT [*Quality Assurance Manual*](#).

AIT will be specifically mindful to establish that a prospective partner has themselves robust and externally examined quality assurance procedures along with the necessary mechanisms for quality enhancement.

AIT will examine the prospective partner's

- profile of staff associated with the proposed programme. CVs and lists of publications will be assessed
- current and past collaborations with other bodies
- standing with national and other regulators
- nature of and relationship with awarding authority and any professional body

In return, AIT will share similar information with the prospective partner.

AIT reserves the right to conduct reviews of the partner's claims where necessary. This may involve the recruitment of a third party to conduct such reviews.

While emerging QQI policy is awaited, where a transnational collaboration is proposed, it is anticipated that QQI will seek to put in place appropriate agreements on shared external quality procedures with the relevant external quality assurance agencies in the country/jurisdiction of each transnational partner which can include provision for the accreditation/validation of a transnational collaborative programme. The institute's procedures are guided by good practice from such as the HETAC (now QQI) and UNESCO. The following documents available from the QQI website www.qqi.ie and www.Unesdoc.unesco.org/ provide guidelines for the development of new course proposals:

- Section 3.5 of the HETAC's *Policy for collaborative programmes, transnational programmes and joint awards* (Dec 2008, revised and updated February 2012) applies
- Guidelines for Quality Provision in Cross-border Higher Education Paris, 2005
United Nations Educational, Scientific and Cultural Organisation

11.3.4 Reputational Risks

Although collaborations may lower some financial and administrative burdens for the institute, the loss of control linked with collaborations may increase reputational risks. Any such circumstances that may impact significantly on the institute's reputation must be considered, for example

- the use the institution's name for marketing or other educational purposes without authorization
- illegal functioning
- unsatisfactory accounting and auditing controls, or
- any aspect of the proposed partner's profile, activities or interests that may adversely impact on the institutes good standing and reputation.

11.3.5 Operational Risks

The loss of control linked with operational risks will also be considered as follows:

- any circumstances in the operational environment of the proposed partner which may impact significantly on the operation of the collaborative arrangement or on the safety and well-being of the learners and staff members involved or any issues with data security
- the quality control activities delegated to the partner and how these will be monitored. The institute will wish to be satisfied that such operational risks have been considered and resolved before it will ratify the due diligence exercise.

11.3.6 Learner experience, well-being, and pastoral care

Care for consistency of the student experience means that the preliminary due diligence exercise will seek to establish that all parties have the human and material resources to operate any prospective programme successfully; that students will be enabled to learn and operate in a safe working environment; and that the awarding institution is mindful of the legislative and cultural context especially in relation to transnational programmes.

The government's paper, *Investing in Global Relationships*³, recognizes the importance of the student experience and the care of students.

³ Report of the High-Level Group on International Education to the Tánaiste and Minister for Education and Skills- Ireland's International Education Strategy 2010–15 (December 2010)

The Government has taken the view that a national framework, with a statutory basis, provides the clearest and most consistent assurance to prospective international students and sponsors about the levels of pastoral support that they can expect in Irish institutions.

AIT will support the government's ambition that information about Irish academic standards and pastoral care be clearly communicated to international students and to their support networks, including friends and family, teachers, career guidance professionals, and sponsoring agencies. This will extend to all students covered under this collaborative policy. Students within collaborative provision should experience a quality no less than that which pertains to learners who engage directly with the institute.

AIT is committed to adopting and maintaining the standards in relation to the recruitment, reception, education, pastoral care and welfare of their international students outlined in 'Provision of Education to International Students: Code of Practice and Guidelines for Irish Higher Education Institutions' Irish Higher Education Quality Network (IHEQN) 2009.

There are significant challenges in realizing an equity of learner experience and care under collaborative provision. The institute is conscious of this and will examine the prospective partner's support services available to students to include

- IT facilities
- library resources and reference materials
- administrative services
- counselling, disability and health services
- sports and recreation
- career services

The voice of the learner is an important element within AIT's current quality framework. It is envisaged that this will inform all existing and future collaborative arrangements. Specific avenues for student input and feedback will be built into any Collaboration Agreement that flows from this policy on collaborative provision.

In respect of the obligation under the ESG to provide public information, AIT will publish details of its approved collaborations.

The Risk Assessment procedure will be undertaken by a group which is independent of those proposing the collaboration. The group is constituted from Academic Council with additional membership available. The chair will be independent of any faculty, department, or research centre that is associated with provision under the collaboration in question. The remaining membership of the team will comprise officers of the institute from functions appropriate to the review in question and to the perceived risk. The institute will exercise the facility to appoint external members where necessary; this external input may involve individuals or agencies with a particular local or professional expertise.

Summary of Due Diligence is provided in Appendix 3

12. Joint Awards and Agreements

Athlone Institute of Technology is currently not seeking authority to make joint awards and agreements. The institute is conscious that under the National Strategy for Higher Education 2030, joint awards are likely to be an increasing factor in future higher education provision. For that reason, the institute reserves the right to seek to put in place an additional section covering joint awards and agreements at a future date.

13. Academic Proposal to Academic Council

Where the institute has satisfied itself that the context and conditions for a collaboration are in place and where the Governing Body has sanctioned the development of such a proposal, the partners will work in tandem on the process of programme development. The parties will establish joint policy, procedures, and criteria (in accordance with national legislations and with the formally stated policies and procedures of the partner providers) for all involved matters. The document should include details of the relevant academic areas of both providers, QA procedures, standards and their alignment, the business and education plan for the programme, and the Collaboration Agreement details. The submission document should also include a self-evaluation of the proposed programme which will contain, as a minimum, the programme specification (including programme outcomes, schedules and detailed module/subject descriptors) and such other detailed information on the programme and its context (including legislative/regulatory as appropriate), associated resources and supports, and intended learner experience as to allow for a full and satisfactory review based on the criteria agreed.

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

The prospective programme validation process will mirror the existing new programme development practice and will be managed and monitored in accordance with all other programmes of the institute. Particular attention will be afforded the assessment of learners at the various stages of the programme to ensure consistency of approach.

Guidelines for the preparation of a proposal for the collaborative delivery of an AIT programme of study off-campus are provided in Appendix 3.

An overview of the procedures involved in the preparation of a new programme are provided in Appendix 4.

- 13.1 In accordance with Section 2.1.11 of the QQI's legacy policy for collaborative provision, AIT will retain oversight of the following:
- arrangements for advertising and recruitment of learners
 - access, transfer, and progression of learners
 - academic staff involved with the programme
 - quality assurance
 - learner assessment
 - recommending awards, issue of Europass Diploma Supplement

- 13.2 Any prospective programme development and validation process will lead ultimately to the presentation of a detailed proposal to Academic Council. As an element of standing procedure, Academic Council makes regular reports to the Governing Body which will serve to inform the latter of the developments in respect of any proposal.

Any such proposal to Academic Council will require the following information:-

- a) Basis for the proposal, including detail on the collaborative partner(s), and the results of the due diligence exercise.
- b) Programme to be offered – title, components, and schedule.
- c) Relevant data on student applications, selection, and admission. This to include a statement on access, transfer, and progression. This will also cover the information that is to be provided to prospective students by the collaboration.
- d) Resources to be provided for the programme. This will include an account of those resources and staff that might be involved off-site.
- e) Intended learning outcomes and their compliance with QQI's awards standards.
- f) Programme delivery arrangements, especially where off-site delivery is involved; clear operational arrangements must be fully described.
- g) Financial arrangements to include, as appropriate, annual charges to partner, student fees, external grants, etc.
- h) Learning and teaching strategies.
- i) Assessment instruments should be aligned with learning outcomes both at module and programme level.
- j) Assessment variations, should they exist (i.e. where both Irish and international students are taught on the same programme of study).
- k) Nomination of external examiner(s) and the composition and frequency of examination boards.
- l) Programme management arrangements, including student support and quality assurance. This will include the manner in which the Collaboration Agreement and the programme will be reviewed and timelines governing same.
- m) Programme regulations.
- n) Award.

Guidelines for preparing this application are provided in Appendix 4.

- 13.3 Any prospective programmes to be delivered under collaborative provision requires validation. Where a pre-existing programme forms the basis for collaborative activity, this will be revalidated in its new context where the nature of the collaboration impacts any significant element of the programme and the learning experience. The institute will employ differential validation where appropriate; this is referenced below at Section 16.4.
- 13.4 On foot of such an application and with the approval of the Academic Council, the academic registrar will establish an objective review panel to evaluate the proposal and advise Academic Council. This panel will

consider the capacity of the collaboration to deliver the programme of study and to support the students to the standards required by AIT. It will give particular scrutiny to those areas mentioned above in 13.2. Centrally, the panel will have to satisfy itself that the intended learning outcomes of the programme meet the award standard as promulgated by the appropriate national agency. The validation process is determined by the institute's procedures as set out in the *Procedures and Guidelines for the Design, Development, Evaluation, and Withdrawal of Taught Programmes at/ by the Institute* (2008).

Consistent with the HETAC guidelines, section 2.3.2, '*Collaborative programmes are subject to at least the same quality assurance standards as other types of programmes accredited by the HETAC or validated by a recognized institution of the Council*'.

Certain collaborative arrangements may require validation directly by QQI. In such cases, AIT will liaise directly with QQI in order to expedite this process consistent with the published policy.

14. Collaboration Agreement

14.1 Establishment of Collaboration Agreement

Following the completion and signing of the MoU, the completion of the due diligence exercise, and the academic proposal to the Academic Council, formal notice that a Collaboration Agreement is to be developed will be provided to the EMT and Academic Council by the relevant dean of faculty. The Collaboration Agreement will be drawn up in line with Appendix 6 of this document and the guidelines on drafting Collaboration Agreements in the Appendix of HETACs *Policy for collaborative programmes, transnational programmes, and joint awards*.

The Collaboration Agreement is initiated in the office of the academic registrar. It is developed in conjunction with the academics at faculty level and with the full input of the collaborative partner. Each Consortium Agreement requires the approval of the Executive Management team before it may be activated; this is in addition to any approval relating to programme delivery that must be forthcoming from Academic Council and approval from QQI where necessary.

The purpose of the Consortium Agreement is to describe the specific proposal and to set out the roles and responsibilities of each party concerning the provision of the programme(s), monitoring and review, and the quality assurance oversight for same.

The provisions governing the establishment, operation, quality assurance, and termination of a collaborative programme leading to a single award shall be formally established and set out in this Collaboration Agreement. Such provisions will be specific and detailed. The provisions governing the collaborative programme should as a rule, align themselves as far as possible with current regulations, systems and processes operating in AIT and be consistent with AIT's [*Quality Assurance Manual*](#).

Any collaboration established under this guideline statement will be mindful of AIT's requirements under public confidence and the provision of information to prospective or target learners. In formulating any such agreement, AIT will articulate a clear overview of the collaborative and/or transnational activities in which it wants to engage and the consequent appropriate model of quality assurance. It also sets out within this guideline its own responsibilities and who has the authority to approve various arrangements.

14.2 Content of Collaboration Agreement

Collaboration Agreements for any prospective collaborative programmes shall be drawn up in line with the guidelines on drafting Collaboration Agreements in the Appendix of HETAC's *Policy for collaborative programmes, transnational programmes and joint awards (December 2008)*. The indicative content within the Collaboration Agreement is informed by Section C2 of the IHEQN's draft Guidelines for Collaborative and Transnational Provision referenced above.

The Consortium Agreement will focus on the essential details of the programme(s) to include the programme curriculum, award standard, programme learning outcomes, prior learning and other entry requirements, programme assessment strategy, the conditions under which an award will be recommended, and the awarding body. The detail will also include:

1. The academic proposal to Academic Council, agreed and approved through the preceding stages. This will also include the results of the due diligence exercise.
2. The inter-institutional arrangements for monitoring the programme. Clarity concerning the roles and responsibilities of the partners for all aspects of the programme of study. This will include the collection and maintenance of the information required by external quality assurance agencies.
3. Where a consultant or facilitator has been employed by either partner, this continuing role following commencement of the programme will be considered and remuneration agreed.
4. Financial arrangements between the partners. This will include potential conflicts of interests or competing priorities.
 - a) Details of the revenue streams (student fees, external grants etc.).
 - b) Budget for the programme of study provision (this will normally include, *inter alia*, tuition costs, resources, student support, travel and subsistence for visiting staff, managers and examiners, examination fees, consultancy fees, and other overheads).
 - c) Tax and audit arrangements.
5. Legal arrangements to include intellectual property rights, copyright and data protection, limitations, exclusion of liability, and insurance.
6. Agreed range of KPIs in relation to the collaborative programme(s) that will be shared and reported on annually.
7. A guarantee by the partners of cooperation in respect of monitoring and quality assurance arrangements.
8. Arrangements for the professional development of staff associated with the delivery of the programme.
9. Date of commencement and duration of the agreement.
10. Arrangements in the event of a violation of the agreement or other dispute; this shall include clarity about applicable law.
11. Arrangements for review and for either termination or renewal of the agreement.
12. The avenues of communication between the parties to the agreement.

13. The reports that are to be produced by whom and when.
14. The quality control activities that can be delegated and how they are monitored

In relation to transnational collaborations the main language of tuition and assessment for any prospective AIT programme will normally be English. The percentage of the programme of study which may be delivered in another language will not exceed 30% for Level 6 and 20% for Levels 7, 8, and 9. It is the duty of all parties to a collaborative proposal to ensure that students have a satisfactory level of English for admission to the programme and that English support is provided during the programme. This can be specified within the MoU.

Public and Student Information

A programme handbook is required (compiled by the faculty and promotions office) and should include

- a detailed description of the course
- module syllabi
- entry requirements
- learning outcomes
- assessment procedures
- progression opportunities and transfer pathways

The agreement will be considered a legally binding document and will be reviewed by each partner's legal advisors before being signed off by the accounting officer of each partner organization.

14.3 Alignment with Institute Standards, Practices, and Quality Systems

It is generally recognized that collaborative programmes entail a high level of cross-institutional co-operation and are likely to require harmonization and reconciliation with the regulations and systems of each collaborating provider. Hence, a Collaboration Agreement with another provider may contain provisions which differ from institute standard practices, regulations and quality systems.

This may be permitted if all of the following conditions are adhered to:

1. The provisions of the Collaboration Agreement do not contravene the statutory obligations of the institute, including those arising from the Qualifications and Quality Assurance (Education and Training) Act 2012 and the Institutes of Technology Act 2006.
2. The provisions of the Collaboration Agreement do not contravene the conditions attached to the continued delegation of authority of the institute to make awards.
3. The provisions of the Collaboration Agreement are adequately aligned with the National Framework of Qualifications and relevant related policies and standards, including NQAI policy on access, transfer, and progression and the HETAC award standards.
4. The provisions of the Collaboration Agreement overall are balanced in such a way as to ensure the fair and equitable treatment of learners on the collaborative programme(s) as against other learners on comparable single-provider programmes offered by the institute, where applicable.

The institute will establish a framework with the partner providers on harmonization of regulations, systems and processes where necessary. Risk identification through a conscientiously conducted due diligence search is therefore an essential prerequisite for any attempt at harmonization.

15. Management of Collaborative Programme

Effective partnerships are built on mutual respect, reciprocal communication, and common goals. It entails recognition of the partner's values, circumstances, and culture. The management of collaboration will entail a high level of institutional cooperation and is likely to require harmonization and reconciliation of the regulations and systems of each collaborating provider. As given previously, this will be undertaken sensitive to the roles and responsibilities of the appropriate regulatory and professional bodies.

Information relating to learning, teaching, and assessment strategies will already have been outlined in the academic proposal, as will the nomination of extern examiners and the composition and frequency of examination boards, etc. (Section 13.2).

15.1 Administration

Collaborative programmes can only succeed if there are proper management processes in place. Cooperation on all sides is essential and a peer-to-peer relationship is central to success, as is a two-way knowledge transfer. For this reason AIT and the partner institute will each have identified a designated academic staff member to manage the day to day responsibilities for the collaborative programme. They will report to their head of department.

There will also be a joint administrative team in place. The team will comprise members from each party in the collaboration. The team will have overall responsibility for the on-going management of both the prospective programme and the partnership. Regular meetings of the team will be held and minuted during the academic year, a copy of which will be held in the relevant faculty and will be made available to the institute for both regular and occasional review. The composition of the team, dates, modes, and venues for meetings will be pre-arranged at the commencement of each academic year.

16. The validation of a collaborative programme

- 16.1 Validation is currently a function of the QQI under the Qualifications and Quality Assurance (Education and Training) Act 2012. Consistent with the policy of QQI, the accreditation/validation of a collaborative programme will normally be subject to the commencement of the Collaboration Agreement. AIT will apply to the QQI for accreditation of any collaborative programme that it proposes to offer.

In every case of collaborative provision there must be a submission, agreed by AIT and its partner, and similar to that which would take place for any AIT programme of study.

This process is set out clearly in the Programme Development Procedure Appendix 4. The Collaboration Agreement will specify the agreed mechanism by which collaborative programmes are to be validated

- 16.2 For transnational awards: where any prospective programme leading to an award was originally developed and validated by AIT under delegated authority, authority to make the associated award reverts back to the QQI on conversion into a collaborative programme and validation will be re-applied for by the collaboration providers.
- 16.3 AIT is conversant with the validation policy as set out in the HETAC's *Core Validation Policy and Criteria* (2010). Equally, the institute also accepts that supplementary criteria apply for programmes with a transnational or collaborative dimension. These criteria are referenced within this draft collaborative policy. The QQI will seek to put in place appropriate agreements on shared external quality procedures with the relevant external quality assurance agencies in the country/jurisdiction of each transnational partner which can include provision for validation of any prospective programme. AIT will work in conjunction with the

appropriate national agency to ensure that the approval stage of programmes under this collaborative policy is managed consistently.

- 16.4 Consistent with the definition and the stipulations within the HETAC's General Programme Validation Manual (2010), AIT may employ differential validation where an existing validated programme is to be the subject of a Collaborative Agreement. Any such differential validation will be approached with the same high level of rigour as any other type of validation.

17. Processes for Scrutiny, Monitoring, and Review of Collaborative Provision

Collaborative programmes, in the same way as regular programmes, will be scrutinised during programmatic and institutional reviews to ensure the adherence to the terms of the original agreement and the sufficiently high quality of the provision and the alignment with the AIT and the HETAC quality procedures. Copies of the reviews will be available to the QQI and any other external quality assurance agencies for scrutiny as appropriate. Programme boards are convened to assist in assuring and enhancing quality activities. Programme boards report to Academic Council on a regular basis and will include items dedicated to collaborative provision. Reviews of collaborative and transnational programmes will involve members who are independent of the sponsoring faculty or department. Where change is recommended in respect of a programme, the responsibility for such change lies with the Academic Strategy and Quality Committee, and must be notified forward and approved in the normal manner.

17.1 Annual Report

Regular monitoring and reporting will also be carried out by the appropriate faculty on an annual basis and signed off by the head of department/faculty. Copies of the report and a summary prepared by the relevant executive responsible shall be forwarded to the registrar's office. The summary will be notified to the executive management team and to the Academic Council. This summary will be accompanied by a brief report from the joint administrative team which will advise the executive management team and Academic Council on any relevant matters that have, or might in future, impact the quality of the provision or the student experience in respect of the programmes in question. These reports will be collected and benchmarked to establish good practice and to identify recurring themes which might emerge. They will be shared with collaborative partners. The dedicated committee for collaborative and transnational provision will be tasked to address the issues arising from the reports with a view to submission of feedback to partners. These submissions and collected findings will be submitted to Academic Council and Governing Body.

The reports must be supported by valid reliable and verifiable data and should include

- feedback from staff, students graduates, extern examiners, and industry (this will be carried out by using questionnaires, similar to the process carried out for institutional reviews)
- programme performance to include enrolments, learner performance, and graduate destinations, and
- any operational issues arising

17.2 Periodic Review

Every collaborative programme shall undergo full review/revalidation at set intervals, currently of not more than five years from the last approval/validation of the programme. This review and/or revalidation process will involve a self-evaluation report to a group of expert peers, similar to that of any AIT programmatic review. It is expected that the review panel will comprise not only experts in the discipline area but also experts in international education where transnational awards are involved. The ratification by the Academic Council of the recommendations of the review/validation panel is a requirement before a

programme may be considered revalidated. For programmes where AIT does not have delegated authority, the review and revalidation exercise will be carried out by the QQI in line with that agency's policy.

It may be that standard monitoring and periodic review mechanisms set out in the [*Quality Assurance Manual*](#) may not always be appropriate for collaborative provision, therefore, bespoke arrangements that apply for monitoring, review, and revalidation of collaborative programmes will be set out in the Collaboration Agreement.

The Academic Council is ultimately responsible for the monitoring of any collaborative provision. If considering shorter intervals for new or high risk arrangements, (particularly if working with a partner without experience in education which could be a high risk strategy) then such review mechanisms agreed should be such as to not put undue strain on the operations of the institute or the partner provider.

A site visit will take place periodically in respect of all collaborations, both national and international, and especially where AIT is the awarding body.

18. Delegation of Authority

- 18.1 Collaborative programmes developed between the institute and partners may be validated by the institute and, under the authority to make awards delegated to the institute by QQI, require the institute's validation before being in a position to commence recruiting learners.
- 18.2 Where AIT validates additional programmes within the scope of its delegated authority it will, as above, inform QQI in order to issue formal delegated authority for that particular programme.
- 18.3 In the case of transnational programmes and programmes leading to joint awards, where delegated authority has not been obtained, a QQI validation is required in addition to institute approval, as indicated above.
- 18.4 Subsequent to a collaborative programme being validated by QQI, the institute may apply for delegated authority to make this transnational award. AIT's approach here is informed by the HETAC policies *Criteria and procedures for the delegation and review of delegation of authority to make awards 2004 and Policy for collaborative programmes, transnational programmes and joint awards* (2012).
- 18.5 Where the institute has decided to apply for delegated authority, the academic registrar in the first instance indicates to QQI that an application is in preparation. The formal submission for delegated authority includes a self-assessment review report of the implementation of the processes above carried out by a self-assessment team appointed by the academic registrar including but not limited to:
 - academic staff involved with the programme's development and/or delivery
 - support staff involved with the programme's administration and/or delivery
 - dean of faculty and head of department
 - office of the registrar (includes quality office)
 - members of Academic Council

It is recognized that in some cases the initial validation and application for delegated authority may be combined.

- 18.6 This self-assessment team compiles a report that makes reference to the criteria for delegated authority as set out in the HETAC's policy documents in this area. The self-assessment is submitted in the first instance to the Academic Quality committee of the Academic Council. The committee invites the dean of faculty making the proposal to prepare an action plan to address the recommendations made in the report. The report and the action plan are reviewed by the academic registrar and the report and action plan must be recommended for approval by the Academic Council. The approval of the Academic Council is required before an application is made to QQI. This application will comprise the self-assessment report above, the peer review report, and the action plan developed by the faculty. The formal application to QQI is coordinated by the academic registrar.
- 18.7 AIT recognizes that it may not further delegate to a third party authority already delegated to the institute from QQI.

Final 24.06.2016

APPENDIX 1: GLOSSARY

The interpretations within this glossary consciously reflect and rely on definitions adopted by the HETAC

Academic Council: The AIT body established under statute (the Regional Technical Colleges Act 2002) with the role of “planning, co-ordination, development and overseeing of the educational work of the college and to protect, maintain and develop the academic standards of the courses and the activities of the college.”

Access: The process by which learners may commence a programme of education and training having received recognition for knowledge, skill, or competence required. (See the NQAI document *Policies, Actions and Procedures for Access, Transfer and Progression for Learners*).

Accreditation: The term programme accreditation is defined by the HETAC in the policy *Taught and Research Degree Programme Accreditation Policy, Criteria and Processes* (2005). The substantial difference between ‘accreditation’ and ‘validation’ is that the former requires that the provider has established approved quality assurance procedures, the latter does not. The term programme accreditation is also used in different senses in some countries where it refers to a mandatory external approval function carried out by an independent authority which is not an awarding body.

Awarding body: An awarding body is a body that makes awards namely: the HETAC or a recognized institution with delegated authority to make awards. AIT is such an institution.

Award: An award which is conferred, granted, or given by an awarding body and which records that a learner has acquired a standard of knowledge, skill, or competence.

Awards Standards: Together with the award type descriptors of the NFQ, the awards standards describe the learning, in terms of knowledge, skill, and/ or competence, that is to be acquired by learners before particular higher education and training awards may be made. The awards standards describe the learning required to pass. See the HETAC’s *Assessment and Standards* (2009) for more details.

Award-type descriptor: An award-type descriptor is a description of a class of named awards sharing common features and level. Award-type descriptors are determined by the National Framework of Qualifications.

Collaborative provision: For the purposes of this document, “collaborative provision” means two or more providers being involved in the provision of a programme of higher education and training through a formal agreement.

Collaboration Agreement: A legally binding document developed between the partners to a collaborative programme and signed by same. The precise agreement will be calibrated to meet the specific character of the collaboration envisaged and will include the essential elements that can ensure that a learner can pursue a programme of education with a consistent academic standard and in an appropriate and supportive learning environment.

Delegated Authority: The HETAC may delegate authority to a recognized institution of the Council (i.e. an institution specified under Section 24 of the Qualifications [Education and Training] Act 1999) to make awards.

Department: a unit of academic management within AIT with specific responsibility for the management of a range of programmes. Departments are part of Faculties, organised on broad strategic and discipline-related lines.

Due Diligence: Undertaking enquiries before entering into a commitment or transaction that will enable the party making the enquiries (or having them made on its behalf) to make a fair assessment of the positive and negative factors involved and reach a judgement on whether to proceed or not. In the recent banking crisis the Treasury Committee of the UK House of Commons warned against individuals and companies relying on state regulation or second-hand reports as proxies for conducting their own due diligence. HC 767, 31 July 2009 *passim*.

Executive Management: The AIT Executive Management team comprises institute president, deans of faculties and heads of function.

ECTS: See *ECTS Users' Guide* (2009). ECTS credits are attached to the workload of a fulltime year of formal learning (academic year) and the associated learning outcomes. In most cases, student workload ranges from 1,500 to 1,800 hours for an academic year, whereby one credit corresponds to 25 to 30 hours of work.

ESG: *Standards and Guidelines for Quality Assurance in the European Higher Education Area*. Published by ENQA in 2005 and available at <http://www.enqa.eu>

Expert Panel: See *Participating in an Evaluation Panel as an Expert Assessor: Guidelines* (2009, the HETAC Reference H.4.3). Expert panels are assembled for various reasons including the evaluation of a new programme proposal.

Governing Body: The AIT body, established under statute (the Regional Technical Colleges Act 2002) with the role of “managing and controlling the affairs of the college”.

HETAC “Code of Good Practice in the Provision of Transnational Higher Education”(2008): HETAC has adopted the revised Council of Europe *Code of Good Practice in the Provision of Transnational Education* (2007). HETAC's requirements derive from its own experience and from the incorporation of the recommendations of this document into its Policy for collaborative programmes, transnational programmes and joint awards –accreditation, quality assurance, and delegation of authority.

HETAC registered provider: A “HETAC Registered Provider” is a body that provides, organises or procures programmes of higher education and training that has had one or more such programmes validated by HETAC, that has agreed quality assurance procedures with HETAC, and that remains in good standing with HETAC following any institutional review organised by HETAC.

Intended Learning Outcomes (ILOs): In general, the knowledge, skill and competences that the learner is certified to have attained if they successfully complete a specified set of learning and/or training activities. See HETAC *Core Validation Policy and Criteria*, 3.2.1, p. 6.

Joint award: A higher education qualification issued jointly “by two or more higher education institutions or jointly by one or more higher education institutions and other awarding bodies, on the basis of a study programme developed and/or provided jointly by the higher education institutions, possibly also in cooperation with other institutions”. 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.

Joint Awarding Agreement: The formal agreement between two or more awarding bodies setting out the terms under which they agree to jointly validate a programme of higher education and training to lead to a joint award and to make a joint award.

Joint validation: A validation process operated jointly by two or more awarding bodies.

Module: A programme of education and training of small volume. It is designed to be capable of being integrated with other modules into larger programmes. A module can be shared by different programmes. See the HETAC's *Assessment and Standards* 2009 (p.53) for a more elaborate definition.

Partner provider: In the context of this document a “partner provider” is any institution participating in a collaboration that delivers a programme under HETAC's auspices (that is, directly validated by HETAC or validated on behalf of HETAC by an institution to which HETAC has delegated the necessary authority). HETAC expects that all bodies participating in collaboration would become HETAC registered providers unless they were already an awarding body in their own right. Collaboration can become a registered provider in its own right. See also (HETAC) registered provider.

Programme: A programme of education and training means any process by which learners may acquire knowledge, skill, or competence and includes programmes of study or instruction, apprenticeships, training, and employment.

Programme accreditation: The term used in some European countries to refer to the process of programme validation. The term may also refer to the processes through which some statutory, regulatory and professional bodies determine whether a programme of education and training meets their own requirements to lead to their qualifications and/or registration. See Policy for collaborative programmes, 1.2.4.

Programme agreement: A formal agreement that governs the operation of a programme. It may be embedded in the Collaboration Agreement or appended to it. It includes the detailed programme description that forms the basis for the validation of the programme. The Programme Agreement document sets out

- when the programme is first to be offered the duration of its approval by the awarding body or bodies
- how the programme is governed, led and managed, including representation arrangements for students
- the learning resources, including staff, required to deliver the programme
- the language(s) through which the programme is provided and through which students work is assessed
- arrangements for gathering, analysing and acting on feedback from students and other stakeholders
- how the quality of the provision is assured through reporting the outcomes of monitoring and periodic reviews and to what bodies these reports are addressed.

For the programme description, see “General Programme Validation Manual” (HETAC,2010)

Programme assessment strategy: See the HETAC's *Assessment and Standards* 2009 (pp. 13-14). The programme assessment strategy is a document aimed at those teachers, learners and assessors who are involved with the programme. It should be prepared for every programme during the programme's development and maintained thereafter. It comprises a number of elements which are delineated in the HETAC documented cited.

Programme of education and training: The Qualifications Act (1999) 2.1 defines a “programme of education and training” as meaning “any process by which learners may acquire knowledge, skill or competence and includes courses of study or instruction, apprenticeships, training and employment...”

Provider: A “provider of a programme of education and training” is a person who, or body which, provides, organises or procures a programme of education and training.

Quality Assurance Procedures: Providers of programmes of higher education and training are required to establish, having regard to existing procedures, if any, procedures for quality assurance for the purpose of further improving and maintaining the quality of education and training which is provided, organized, or procured by that provider as part of the programme concerned and shall agree those procedures with the HETAC. The HETAC agrees institutional procedures at registration. Programme specific procedures are agreed at validation.

Quality and Qualifications Ireland (QQI): Quality and Qualifications Ireland was established on 6 November 2012 under the Qualifications and Quality Assurance (Education and Training) Act 2012. The new Authority was created by an amalgamation of four bodies that had both awarding and quality assurance responsibilities: the Further Education and Training Awards Council (FETAC), the Higher Education and Training Awards Council (HETAC), the National Qualifications Authority of Ireland (NQAI) and the Irish Universities Quality Board (IUQB). The new Authority assumes all the functions of the four legacy bodies while also having responsibility for new or newly statutory responsibilities in particular areas.

Faculty: The principle unit of academic organisation within AIT. There are currently three faculties comprising Business and Hospitality, Science and Health, Engineering and Informatics. Within each Faculty reside academic departments.

Target learners: Target learners are persons with specified prerequisite learning and other legitimate prescribed characteristics (e.g. a programme might be designed for students who wish to study through a particular language).

Transnational Education: Transnational education refers to education provision for students based in a country other than the one in which the awarding institution is located.

Validation: Validation means the process by which an awarding body shall satisfy itself that a learner may attain knowledge, skill, or competence for the purpose of an award made by the awarding body. The term validation is explicitly included here because it is one of the functions of the HETAC under the Qualifications Act. See also accreditation above.

APPENDIX 2:

MEMORANDUM OF UNDERSTANDING

BETWEEN

AND

**ATHLONE 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 Athlone Institute of Technology, established in Athlone, Ireland by statute in 1970 under the RTC Act and re-designated in 1992 under the Irish Institutes of Technology Act.(hereinafter called AIT).

It is hereby agreed between the parties as follows:-

1. xxx and AIT have agreed to collaborate with each other to form a strategic and beneficial relationship to establish educational programmes which shall include all or some of the following:
 - the precise nature of the collaboration that is under consideration
 - advanced standing or articulation arrangements for both undergraduate and postgraduate levels
 - curriculum development projects
 - on-line delivery pilot programmes
 - joint conferences
 - staff and student exchange programmes
 - provision of specialised programmes to promote international understanding and language skills
 - technological exchange programmes
 - joint research and development programmes

2. Both parties shall enter into separate and detailed **Collaboration Agreement** which shall specify the terms and conditions of this collaboration.
3. Both parties hereby agree the proposed **Collaboration Agreement** shall contain the following provisions (See Appendix XXX).
 - i. Parties to the Collaboration
 - ii. Commencement and Duration of Agreement
 - iii. Scope of this Agreement
 - iv. Legal Jurisdiction
 - v. Aims of the Partnership
 - vi. Status of the Agreement
 - vii. Scope of Education Provision
 - viii. Principles governing the provision of programmes at or by The Partner leading to HEI awards and/or credit
 - ix. Quality Assurance
 - x. Assessment
 - xi. Staffing
 - xii. Student Complaints and Appeals
 - xiii. Partnership Development and Planning
 - xiv. Financial Arrangements
 - xv. Publicity and Marketing
 - xvi. Intellectual Property Rights, Copyright and Data Protection
 - xvii. Date of Review
 - xviii. Limitation/Exclusion of Liability/Insurance
 - xix. Termination
 - xx. Disputes
 - xxi. KPIs and reporting
4. The parties hereto shall appoint representatives to carry out studies of academic, financial, and administrative feasibility of entering into activity agreements contemplated herein and the parties further provide that each party will be liable for their own costs and expenses during the feasibility study process.
5. The parties shall in good faith continue the feasibility studies contemplated under this memorandum of understanding which shall be valid for a period of three (3) calendar years commencing from the date hereof, and the parties may, by mutual agreement between them, extend the feasibility studies for any period beyond stipulated period which they consider appropriate.
6. 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.
7. This memorandum of understanding shall be construed as a statement of intent and is not binding on either party.

8. Nothing in the memorandum of understanding shall prejudice the right of xxx from establishing similar collaborative arrangement with universities or institutes other than AIT and shall not prevent AIT from entering into similar relationship with other universities or 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 :

For: Athlone Institute of Technology

Date:

Date:

IN THE PRESENCE OF: - IN THE PRESENCE OF:-

WITNESS:

WITNESS:

NAME:

NAME:

Date:

Date:

APPENDIX 3: Summary of Due Diligence

Due Diligence is an exercise which AIT carries out in order to identify and evaluate the risks involved prior to entering into a collaborative agreement with a prospective partner.

In order to initiate a due diligence exercise the prospective partner must submit a self-assessment proposal to AIT. This proposal should provide comprehensive detail under the following

- background information
- range of activities
- regulatory environment
- awarding authority
- profiles of their staff
- financial standing

An AIT Review Panel will then be established to review this self-assessment proposal. If it is deemed satisfactory the risks incurred will then be analysed and will depend on the exact nature and scope of each collaborative venture. There may be different levels of risk associated with transnational and national provision.

The main areas of risk assessment are as follows:

- **Legal Standing**
The due diligence will involve examination of the public and legal standing of the prospective partner organisation. In respect of a transnational collaboration, all parties will need to be appraised of the different legal and regulatory frameworks which operate in different countries and the implications which this may have for collaborative activity and for the recognition of qualifications for progression to further study or employment.
- **Financial Standing**
AIT must be satisfied that the proposal can be financed securely and that the partner(s) are adequately resourced to undertake and complete the programmes proposed.
- **Quality Assurance**
AIT must ensure that the academic standards and resources available for any programme of studies offered both nationally and internationally meet its quality assurance principles.
- **Reputational Risks**
Consideration must be given to any circumstances that may impact significantly on the institute's reputation, for example any aspects of the proposed partners profile, activities, or interests which might constitute a risk to the reputation and good standing of AIT.
- **Operational Risks**
Consideration must be given to any circumstances that may impact significantly on the institute's reputation, the safety and well-being of the learners and staff members involved.
- **Learner Experience, Well-being, and Pastoral Care**
Students should be enabled to learn in a safe working environment and have access to a wide range of support services. AIT must be mindful of the cultural context in relation to transnational programmes.

APPENDIX 4:

Guidelines for the preparation of a proposal for the collaborative delivery of an AIT programme of study off-campus

This document should be prepared jointly and agreed by senior academics at AIT and the partner institution. It will be submitted to AIT Academic Council for validation. Some guidelines are provided below for the completion of each section.

1. Reason for the proposal

- a) State the benefits to AIT
- b) State the benefits to the nominated partner(s)
- c) State the benefits to the prospective or target learners
- d) Show evidence of demand for the programme of study
- e) Does this proposal require the approval of any other educational or government body? If so, provide evidence of this approval or state the process and timescale for obtaining same.
- f) Aims and objectives of the programme

2. Programme of study to be offered – title, components, and schedule

- a) The proposal document will be provided to the partner institution. It must be made aware that the intellectual property and copyright for this document resides in AIT and that it must not be copied or used for any purpose other than the proposed collaboration.
- b) The programme of study may be adopted precisely as per the application or it may be adapted to suit the needs of the partner organization and the students. This may also be required, as example, because of the need for additional English support. All proposed modifications must be documented and explained. Credit may be given for any additional English language support which is included.
- c) Particular attention must be given to the management of research projects, dissertations, or work placements.
- d) State clearly where and when and by whom each semester of the programme will be delivered.
- e) The amended approved programme schedule must be included as part of the submission.
- f) A programme of study plan must be provided giving the key dates and milestones.

3. Student applications, selection, and admission

- a) Admission criteria must be agreed by the partners and should be in accordance with the normal criteria for the programme of study at AIT. In the case of overseas students, this must include the level of English required. Undergraduate programmes normally require IELTS 5.5 or equivalent. AIT reserves the right to interview prospective learners to establish language or academic competency.
- b) Explain how the programme of study will be promoted. Normally this is done by both partners and any advertising should state clearly that it is a joint initiative by the named partners.
- c) Explain how and by whom students' applications and selection will be handled. This is normally undertaken by the partner institution.

- d) Agree the numbers to be admitted.
- e) Agree the commencement date.
- f) Students must be registered jointly by both AIT and the partner institution
- g) It should be clearly stated what entitlements the students have from each partner institution e.g. student cards, access to facilities and services, grants. Normally, when they are physically present in AIT, they have the same entitlements and responsibilities as AIT students and when they are attending the partner institution they have the same entitlements and responsibilities as other students there.

4. Resources to be provided for the programme of study

- a) Human resources
 - (i) English versions of the CVs for all the teachers on the programme should be provided as part of the submission. The teachers' qualifications must be in accordance with those of teaching staff in AIT.
 - (ii) Describe the levels of technical, administrative, and student support services available for students on the programme.
- b) Physical resources. Describe the supports available in terms of
 - (i) Classrooms and laboratories
 - (ii) Computing facilities
 - (iii) Library facilities
 - (iv) Other relevant equipment

5. Learning, teaching, and assessment strategies

- a) Programme delivery modes – lectures, seminars, practical's, self-directed study etc.
- b) Class contact hours.
- c) Learning outcomes
- d) Student induction and preparation for the programme
- e) Exchange of class materials between AIT and the partner institution
- f) Visiting lecturers (both to and from AIT)
- g) Teacher development programmes – new learning styles
- h) Mentoring
- i) Use of on-line learning and teleconferencing.
- j) Learning support for students with difficulties
- k) Extent of alignment between partners with regard to continuous assessment and examinations. For example, will the students at the partner institution sit the same examinations as those in AIT or will this be the examining and assessment role be delegated. If so, to what extent will AIT monitor the process?
- l) Link between learning outcomes and the assessment strategy to be adopted.

6. Programme management arrangements, including student support and quality assurance

- a) Course Board – membership and terms of reference, schedule of meetings
- b) Name and responsibilities of the programme director in partner institution
- c) Name and responsibilities of the liaison person in AIT (this may be the AIT programme leader)
- d) Student consultation and representation
- e) Examination Board and External Examiners
- f) Arrangements for an annual review of the cooperation
- g) All other quality assurance arrangements and reviews should be specified and may contain elements from the normal procedures of each partner, provided they are harmonised

7. Programme regulations

A common set of programme regulations will be drawn up, agreed, and presented to all students on commencement of the programme of study. These should encompass:

- (i) Level of attendance required
- (ii) Clarification about which institution's code of conduct (covering, for example, plagiarism) will apply to the student cohort. Agree that any breaches of the code leading to penalties will be communicated to the partner
- (iii) Assessment requirements – mandatory elements, pass marks, grading

8. Award

- a) The precise title and level (pass or honours) of the award must be agreed.
- b) Students do not normally receive awards from both institutions. If a student may receive an award from either institution, the basis on which this is decided should be specified.
- c) For AIT awards, the wording on the European Diploma Supplement will include reference to the study in the partner institution where relevant.

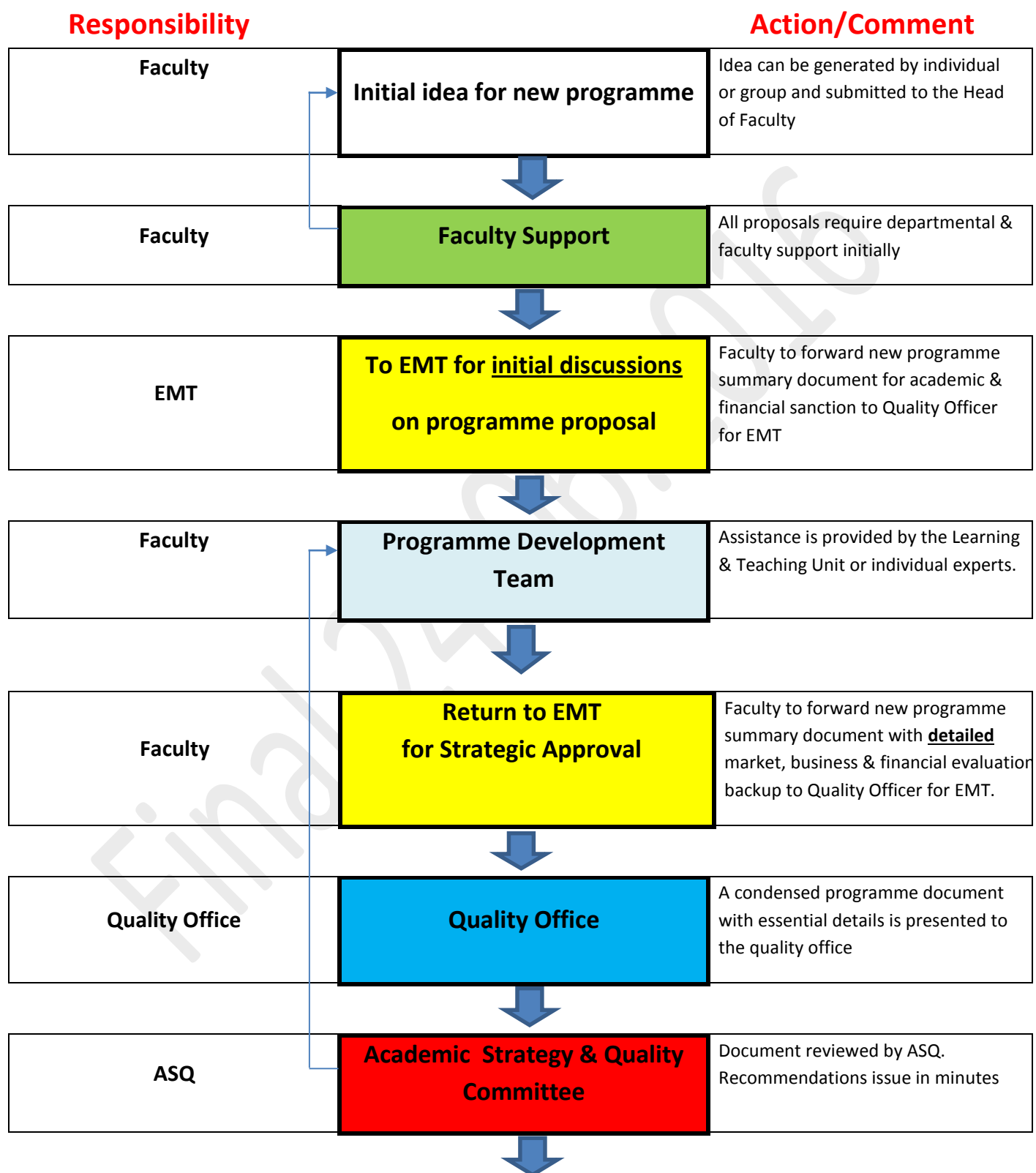
Ten copies of this document should be sent to:-

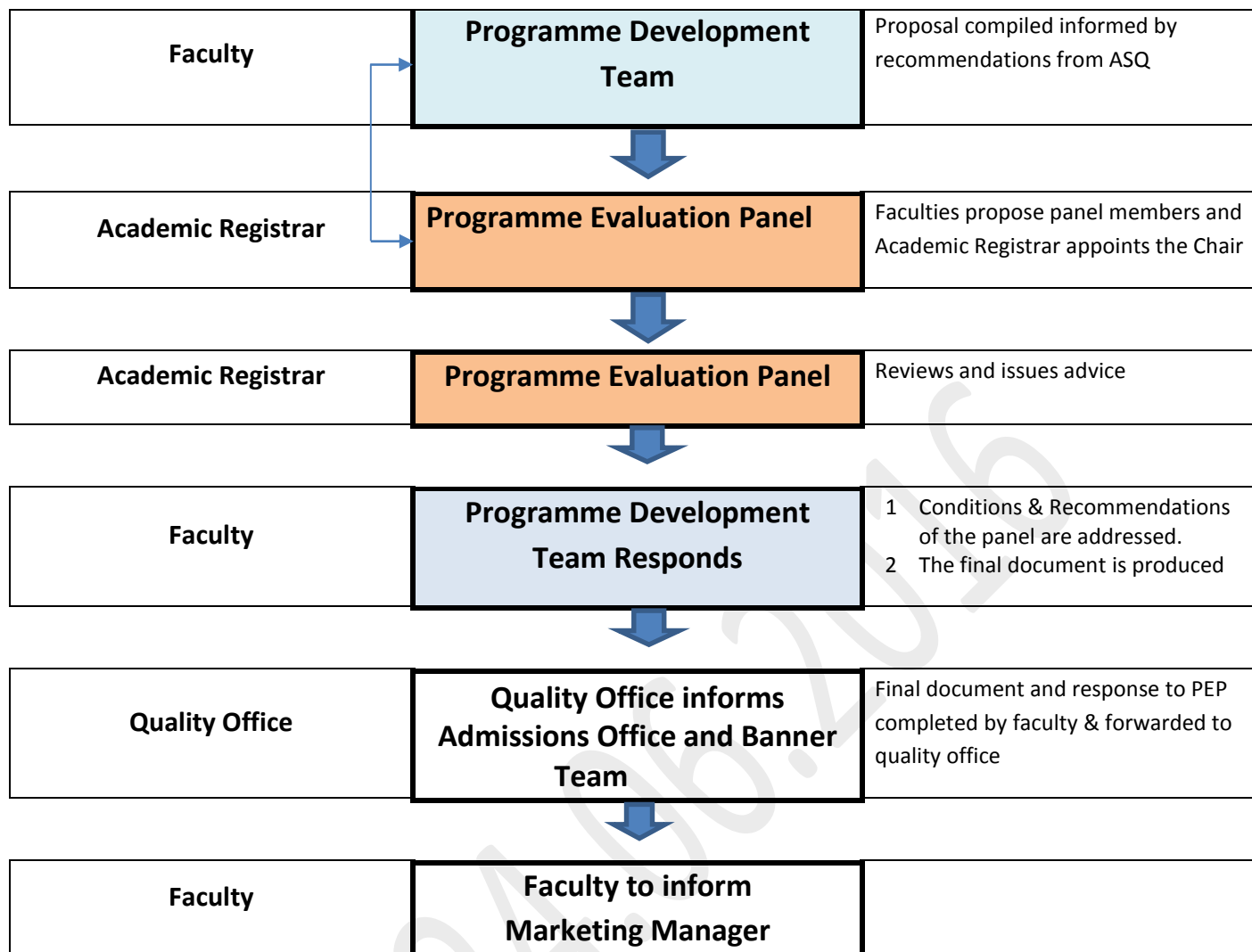
*The Academic Registrar,
Athlone Institute of Technology,
Dublin Road,
Athlone,
Co Westmeath.*

It should be submitted at least 8 months before the expected commencement of the programme.

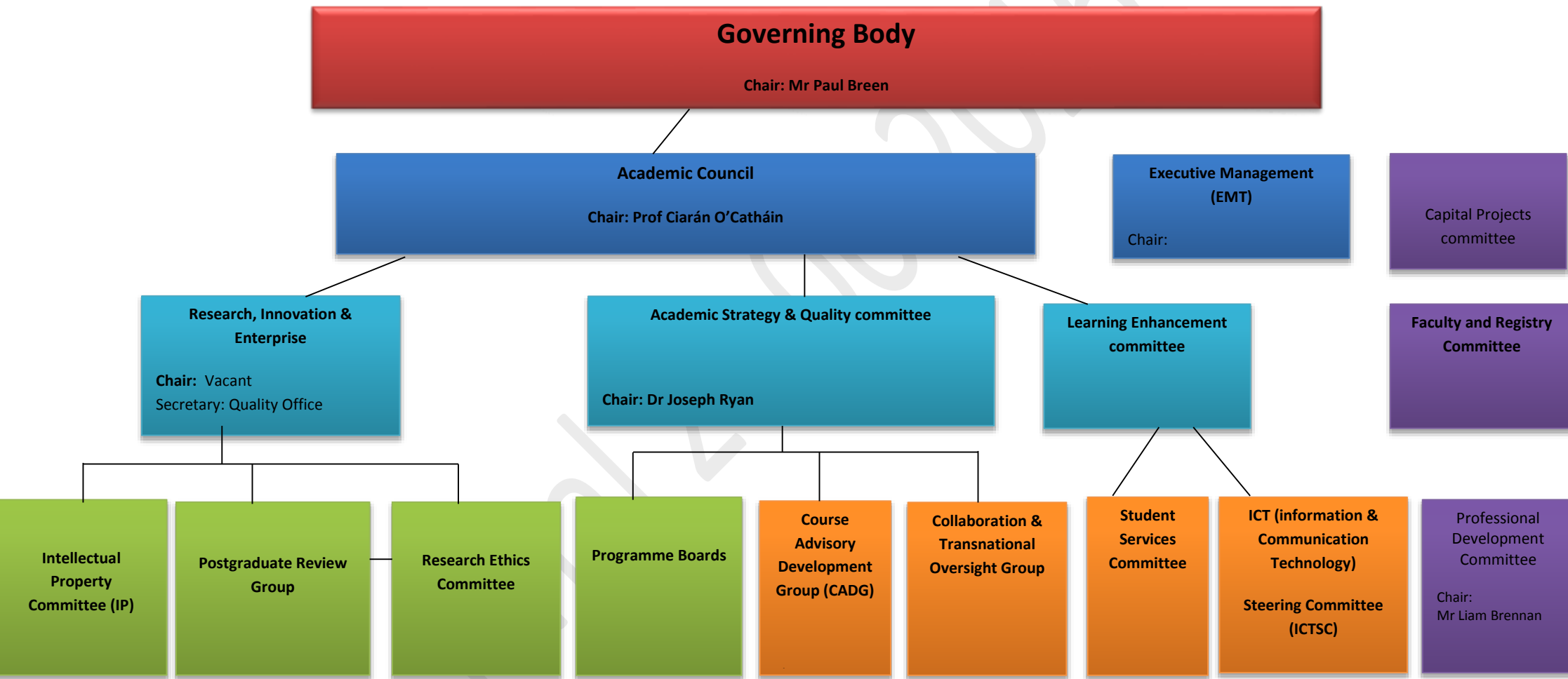
APPENDIX 5:

New Programme Development Process





Appendix 6: AIT Committee Structure



APPENDIX 7:

COLLABORATION AGREEMENT

BETWEEN

ATHLONE INSTITUTE OF TECHNOLOGY

AND

[NAME OF PARTNER INSTITUTION]

DATE

1. Commencement and Duration of Agreement

1.1 This agreement is dated the: XXXXXX between

Athlone Institute of Technology, Dublin Road, Athlone, Co. Westmeath (Ireland)

AND

Partner name and address ('The Partner')

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

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

2. Scope of This Agreement

2.1 This document records an agreement between AIT One and The Partner to develop an institutional relationship whereby the two parties recognize each other as Partner Institutions. The relationship is seen as being of benefit to both institutions and to their students.

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

3. Legal Jurisdiction

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

4. Aims of The Partnership

4.1 The aims of The Partnership are consistent with AIT's Ones' Strategic Plan and with the aims of The Partner:

- To widen and increase access to Higher Education
- To meet an identified regional need for Higher Education
- To enhance the learning opportunities and student experience for students from both institutions
- To provide greater opportunities for students to pursue programmes of study
- To develop a partnership leading to shared and integrated programme developments
- To identify progression routes between academic programmes provided at The Partner and AIT
- To provide high quality educational and training provision which builds on the strength of both partners (and allows development in allied areas)
- To provide developmental, scholarly and research opportunities for staff and to benefit from complementary areas of expertise.

5. Status of the Agreement

- 5.1 It is agreed by AIT and The Partner that this Agreement is legally binding and that a breach of the Agreement by either party may lead to its termination under clause 17.
- 5.2 Prior to the production of this Agreement, both parties have exchanged a range of information about their respective institutions which, in signing this Agreement, they confirm to be accurate. Where any changes to this disclosed information affects the terms of The Partnership or any subsequent provision of educational provision, each party undertakes to immediately inform the other party and to agree amendments to this Agreement to reflect such changes.
- 5.3 It is acknowledged that AIT and The Partner may enter into other agreements with Higher Education institutions and that this Agreement is not intended to be an exclusive arrangement.
- 5.4 The Agreement is based on the approval by AIT of The Partner to act as a partner institution to run programmes leading to awards of XXXXXXXX. AIT under the terms of this agreement and the associated Programme Agreement.
- 5.5 It is confirmed under the terms of this Agreement that any collaborative provision approved and awarded by AIT will not be offered elsewhere by The Partner in any 'serial arrangement'.

6. Scope of Educational Provision

- 6.1 The educational provision developed through this partnership may include the following:
- 6.2 Progression: a partnership arrangement whereby a programme owned and provided by a partner and leading to a nationally recognized qualification is formally recognized by AIT as appropriate for entry or advanced standing towards one or more of AIT awards.
- 6.3 Articulation: a partnership arrangement whereby a programme owned and provided by a partner that does not lead to nationally recognized qualification is formally recognized as appropriate for entry or advanced standing towards one or more specified AIT awards.
- 6.4 Validation: whereby a programme owned, developed and provided either in its entirety by one or more partners, or jointly with The AIT, is validated as leading to an AIT award.
- 6.5 Joint and Dual awards: where The HEI provides a programme leading to a single award made jointly with at least one partner organisation (joint award) or the HEI provides a programme leading to separate awards being granted by both itself and The Partner Institution(s) (dual award).
- 6.6 Off-site Provision: AIT credit-bearing modules or programmes provided by AIT staff outside AIT premises in conjunction with a partner who provides (in addition to premises and

equipment) resources and/or student or administrative support that is integral to the student learning experience.

7. Principles governing the provision of programmes at or by The Partner leading to AIT awards and/or credit

- 7.1 These principles apply to all provision defined under clause 5 above.
- 7.2 Each programme of study leading to an Award and/or credit of AIT will be the subject of a separate Programme Agreement which will be appended to this Partnership Agreement.
- 7.3 AIT will provide to The Partner all policy and procedural documentation governing the development and provision of its programmes and undertakes to provide updated versions of these as and when they are produced.
- 7.4 The Partner will draw to the attention of students enrolled with The Partner on programmes leading to awards and/or credit of AIT all relevant documentation relating to their programmes and inform them of the nature of the contract between the two institutions.
- 7.5 Each programme approved by AIT to be offered by or at The Partner will be managed on behalf of AIT by the appropriate AIT Institute staff which will provide advice and guidance on all matters regarding the development, operation and provision and quality management of the programme.

8. Quality Assurance

- 8.1 AIT is ultimately responsible for the quality assurance of any programmes leading to Awards or Credits of AIT. The Partner is required to adhere to AIT's quality assurance and enhancement procedures, to co-operate with AIT in meeting the requirements of the Quality Assurance Agency and assume daily responsibility for quality management.
- 8.2 AIT's Quality Assurance procedures are set down in the Quality Assurance Handbook and have the following constituent principles:
- All programmes must be approved by AIT in accordance with AIT procedure and all conditions arising from the programme approval process must have been met before the start of the programme.
 - Any specific arrangements for quality assurance will be agreed at programme approval/validation and set down in the Programme Agreement. This Programme Agreement will also specify the individuals at The Partner responsible for producing QA information.
 - Any changes to the terms of programme approval must be approved through standard process.
 - All programmes will be subject to the monitoring and review processes articulated in the Quality Assurance Handbook and The Partner will produce at the appropriate times the documentation for these processes.

- All programmes must be designed and offered in a way consistent with the National Framework of Qualifications and any relevant Award Standards and with due consideration of the requirements of any professional body where relevant
- The text for the additional information section on the European Diploma Supplement will be agreed and recorded in the agreement.

N.B. There may be further points to add here specific to particular institutions e.g. representation on the AITs AC or Quality Board.

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

9. Assessment

9.1 Students will be subject to AIT's Assessment Regulations, including those relating to late and non-submission of work, mitigating circumstances, cheating and appeals (see section 10 below) and failure and re-assessment unless agreed otherwise at programme approval.

9.2 Assessment requirements for students registered for the programme shall be as determined at programme approval, and shall be the responsibility of the Board of Examiners. Any changes to assessment of students shall be approved in advance of the commencement of the relevant module by AIT according to the procedures set out in AIT's Quality Assurance Handbook.

9.3 Detailed arrangements for the assessment of collaborative provision will be set out in the Programme Agreement, including any programme specific arrangements agreed at programme approval.

10. Staffing

10.1 All Partner staff teaching AIT approved programmes must be approved either by AIT at programme approval or by AIT head of institute prior to the commencement of teaching duties.

10.2 All partner staff teaching on AIT approved programmes will become AIT Registered Lecturers through the agreed AIT process for granting this status. AIT Registered Lecturer Status provides access to Moodle at AIT Information Technology account.

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

11. Student Complaints and Appeals

- 11.1 Any complaint received by AIT relating in whole or in part to The Partner will be subject to AIT's Student Complaints Procedures.
- 11.2 AIT will decline absolutely to deal with any complaint against a Partner unless the internal procedures of that institution have been fully exhausted and the procedures of any professional accrediting body have likewise been fully exhausted.
- 11.3 AIT will decline absolutely to deal with any complaint against a Partner if legal proceedings have been commenced in relation to that complaint, and will continue to so decline until legal proceedings have been fully ended.
- 11.4 A student wishing to appeal against the outcome of an assessment board must do so in accordance with the Appeal Procedures of AIT.
- 11.5 AIT will decline absolutely to deal with any appeal relating to a directly funded programme unless the internal procedures of that institution have been fully exhausted.
- 11.6 In the case of directly funded provision approved by AIT, The Partner's Appeals Procedures will reference the Appeals Procedures of AIT.
- 11.7 Where the internal procedures of The Partner and AIT have been completed, and where the complaint or appeal relates to provision which is under the control of AIT.
- 11.8 A student wishing to submit a claim of mitigating circumstances must do so in accordance with The AIT's procedures for the consideration of claims of mitigating circumstances.
- 11.9 In the case of directly funded provision approved by AIT, The Partner's Mitigating Circumstances Procedures will follow the basis of AIT's Mitigating Circumstances Procedures.

12. Partnership Development and Planning

- 12.1 (For some partners, check at approval) A Strategic Partnership Planning Group may be established and will meet annually to discuss the operation and strategic development of The Partnership. The group will be chaired by a member of AIT's Executive Group and comprise relevant heads from The Partner and AIT.

13. Financial Arrangements

- 13.1 The financial arrangements to be made between AIT and The Partner will be included in the Programme Agreement drawn up for each programme provided in partnership. Target setting and specific funds allocated will be identified on a yearly basis and confirmed by AIT in writing.
- 13.2 For other services provided by one party to the other, a financial arrangement will be negotiated separately.

14. Publicity and Marketing

- 14.1 AIT and The Partner agree to use all reasonable endeavours to promote the reputation of the other and, in particular, to promote the collaborative provision and activities developed through this Agreement.
- 14.2 External advertising and publicity (including web-based marketing), relating to the programmes developed under this Agreement will be jointly agreed between AIT and The Partner. All marketing material produced by The Partner will be forwarded by The Partner to the relevant AIT head of institute for approval prior to dissemination.
- 14.3 No trademarks, logotypes, kite marks, symbols or other emblems owned or awarded by the AIT may be used by The Partner on any advertising without prior written permission from AIT or vice versa.

15. Confidentiality

Neither Party shall disclose to any other person any information in connection with the provision of the services or any information contained in this agreement, other than in compliance with the agreed information format specified in compliance with the provisions with the Data Protection Acts 1988 and 2003.

16. Statutory Requirements

Both parties shall comply with all statutory requirements relating to the provision of the services and where applicable national Codes of Practice or Standards Specifications.

17. Intellectual Property Rights, Copyright and Data Protection

- 17.1 Copyright in all processes and systems relating to the award of credit and to AIT awards will remain with AIT and must not be used in any other context without permission.
- 17.2 All intellectual property rights including copyright of teaching materials developed for programmes provided through The Partnership will remain the property of The Partner responsible for their development. In the case of joint programmes, intellectual property rights will be jointly held for the duration of the related Programme Agreement and must not be used by either Partner in any other context without permission.
- 17.3 In the event of the Partnership Agreement being terminated, intellectual property rights for all teaching materials will revert to the Partner responsible for their development. The award will remain the property of AIT.
- 17.4 AIT and The Partner will make arrangements to ensure that conditions of personal data holding and transfer conform to the Data Protection requirements.

- 17.5 In signing this Agreement, approval is hereby given by The Partner and AIT for appropriate institutional and programme information to be available for public access via the Internet as required by the external regulatory bodies and other similar national organisations.

18. Date of Review

- 18.1 AIT will review The Partnership in the fifth year of its operation in accordance with the process set out in the Quality Assurance Handbook. The review for this Partnership will be completed by May 20XX. If re-approved, an updated Agreement will be issued, normally for a further five year period.

19. Limitation/Exclusion of Liability/Insurance

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

20. Termination

- 20.1 After the first year of operation, either party may withdraw from this Agreement by giving the other party one academic year's notice (the period September to June being deemed to be an academic year for these purposes) in writing of the termination of the Agreement, subject to proper arrangements being made and agreed by both parties for the completion of programmes then underway. Notice of termination shall be addressed to the president of AIT or the Chief Executive or equivalent of The Partner.
- 20.2 In the event of a breach by either Partner of the terms of this Agreement (see Clause 3 above), AIT or The Partner may give immediate notice of its intention to terminate the Agreement at the end of the academic year during which the breach occurs and will negotiate with the other Partner proper arrangements for the completion of programmes under way. Prior to taking such action, the Partner concerned will investigate the breach with the other Partner to ascertain whether the situation can be remedied.
- 20.3 Should either party to this Agreement be prevented by circumstances beyond its control from fulfilling its obligations, this Agreement may be suspended by the mutual consent of both parties, subject to proper arrangements being made for the completion by students of programmes on which they are enrolled. These arrangements will be confirmed by exchange of letters between the signatories to this Agreement, or their appointed successors and

recorded in accordance with the relevant procedures of AIT. Should the circumstances which led to the suspension of the Agreement persist and be considered sufficient to continue to frustrate the operation of the Agreement, the Agreement will be terminated subject, as above, to proper arrangements being made for the completion by students of the programmes on which they are enrolled. The financial arrangements required to enable the students to complete their programme of study will be mutually agreed within the funding available to the parties to this agreement.

- 20.4 Notification to terminate this Agreement by either Partner, will result in the immediate review by AIT of any annexed Programme Agreements.

21. Monitoring and Liaison

- 21.1 The Parties to this Agreement will be required to jointly implement and maintain a system for monitoring this agreement. XXXXXX shall nominate an Authorised Officer to act in its name for the purpose of the Agreement and Athlone Institute of Technology shall similarly appoint an Authorised Officer.

2.2 Disputes

- 22.1 The parties will seek to resolve any dispute by negotiation and correspondence that, if necessary, will involve a representative of the Governing Body at AIT and a senior member of The Partner. In the event that a dispute cannot be so resolved, the parties agree to attempt to resolve the matter through a formal mediation.
- 22.2 In the event that the matter cannot be resolved by negotiation or mediation as set out above it will be sent to..... (Ireland/Switzerland/The Hague)

Agreed on behalf of [NAME OF PARTNER
INSTITUTION]

Agreed on behalf of AIT

[NAME OF PRINCIPAL/CHIEF EXECUTIVE]

[POSTHOLDER'S TITLE]

Date

Date

APPENDIX 8:

Sample Collaboration Agreement Template to be completed by relevant faculty

<i>Reason for the proposal</i>	<i>Programme of study to be offered – title, components and, and schedule</i>	<i>Student applications, selection, and admission</i>	<i>Resources to be provided for the programme of study</i>	<i>Learning, teaching, and assessment strategies</i>	<i>Programme management arrangements, including student support and quality assurance</i>	<i>Programme regulations</i>	<i>Award</i>

APPENDIX 9:

Athlone Institute of Technology - Register of Collaborative Provision					
Faculty	Partner	Country	Programme Involved	Nature of Agreement	Category of Agreement type
Business and Hospitality	Cavan Institute	Ireland	<p>Higher Certificate in Business (Level 6)</p> <p>First year is delivered in Cavan by Cavan Institute academic staff. Students complete all year one modules in Cavan under AIT quality assurance guidelines. Students transfer to AIT for year two and all subsequent study. Academic staff from both institutes liaise on learning and teaching approaches and syllabus content. There is significant engagement at senior level between the two centres.</p> <p>The faculty of Science and Health acts in collaboration with Cavan institute in relation to the co-provision of the first year of the Higher Certificate in Applied Social Studies in Social Care. Up to 20 students are accepted directly, on an annual basis, to attend first year in Cavan Institute. These students are</p>	Validated Programme provision	<p>Collaborative Provision</p> <p>Renewal Date for Collaboration Agreement is</p> <p>2018</p>

			<p>governed by AIT QA procedures, sit the same exams as their AIT counterparts, and, where successful, join the AIT programme at the beginning of second year. There is ongoing and regular communication between AIT's first year class advisor and Cavan Institute's course leader; attendance at programme and exam boards by the Cavan Institute course leader and regular consultation between AIT and Cavan Institute staff with regard to delivery and enhancement.</p>		
--	--	--	--	--	--

Faculty	Partner	Country	Programme Involved	Nature of Agreement	Category of Agreement Type
Faculty of Business and Hospitality and Faculty of Science and Health	Gurteen College, Ballingarry, Roscrea, Co. Tipperary.	Ireland	<p>The Higher Certificate in Business in Equine Studies (Level 6) and Bachelor of Business (Level 7) are delivered by a combination of AIT and Gurteen academic staff. The AIT quality assurance procedures govern this provision. Students on Year 1 of the Higher Certificate are based in Gurteen College, then continue their Year 2 studies in AIT. In the Bachelor of Business (Level 7), the students study in both AIT and Gurteen College.</p> <p>First and second year veterinary nursing students from AIT undergo a two week residential placement in Gurteen College annually during February/March and third year veterinary nursing students undergo a 14 week placement commencing in January.</p>	Validated Programme Provision	Collaborative Provision Renewal Date for Collaboration Agreement is 2016

Faculty of Business and Hospitality	Equal Ireland Education Research and Related Services Co. Ltd., Building 8, 6d, Lisobaun Business Park, Tuam Road, Galway.	Ireland	Higher Certificate in Arts in Workplace and Community Studies Level 6 Bachelor of Arts in Business and Community Development Level 7 (1 year add-on) Bachelor of Arts in Social Enterprise Leadership and Management Level 8 (1 year add-on) All programmes are delivered in the following outreach centres: Ballinasloe, Galway, Trim, and Emmyvale, Co. Monaghan.	Validated Programme Provision	Collaborative Provision Renewal Date for Collaboration Agreement is 2018
-------------------------------------	---	---------	---	-------------------------------	--

Faculty	Partner	Country	Programme Involved	Nature of Agreement	Category of Agreement Type
Faculty of Business and Hospitality	Zambia Centre for Accountancy Studies (ZCAS), Lusaka, Zambia (School of Business)	Ireland	<p>Bachelor of Business (Hons) in Applied Accounting Level 8 (1 year programme)</p> <p>The programme is carried out in Zambia with AIT being the awarding body. The programme is overseen by AIT who have link lecturers from the Institute assigned to each module. Students have access to AIT Moodle facilities throughout the programme. There is a visit from an AIT representative at the end of Semester 1 annually to ensure that all quality aspects are being adhered to.</p>	Validated Programme Provision	<p>Collaborative Provision</p> <p>Renewal Date for Collaboration Agreement is</p> <p>2018</p>