



Waterford Institute of Technology  
 INSTITIÚID TEICNEOLAÍOCHTA PHORT LÁIRGE

## Quality Assurance of Collaborative Programmes, including Transnational Programmes and Joint Awards

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<b>Purpose:</b>	This document collates and describes all the academic regulations of the Institute relating to collaborative programmes, including transnational programmes and joint awards, both undergraduate and postgraduate. This document is a supplement to the WIT Quality Manual and should be read in conjunction with the Quality Manual generally.
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# 1 Collaborative Provision: Policy Scope, General Principles and Application

## 1.1 Policy Scope

- 1.1.1 Waterford Institute of Technology (WIT) has identified collaborative activity as a key element in its strategy. The following policy supports collaborative activity and ensures that programmes delivered in collaboration are consistent with the quality standards expected of all WIT provision.
- 1.1.2 The quality assurance procedures set out in this document apply to all collaborative programmes involving WIT that lead to the making of awards, including (but not only) transnational programmes. This policy applies in instances where the awarding body is WIT, where awards are made jointly by WIT and another awarding body, or where awards are made jointly by HETAC and another awarding body in respect of a programme provided by WIT in collaboration with another party.
- 1.1.3 The quality assurance procedures described in WIT's quality manual are an important context within which regulations relating to programmes and elements of programmes that are delivered through collaboration should be read, in that the quality manual establishes the broad philosophy for quality assurance and quality enhancement of the Institute and the principles by which that philosophy is realised.<sup>1</sup> The procedures described in this document therefore should be read in conjunction with those described in the quality manual.
- 1.1.4 This document applies HETAC's *Policy for Collaborative Programmes, Transnational Programmes and Joint Awards* (2008) and should also be read in conjunction with that policy.<sup>2</sup>

## 1.2 General Principles

- 1.2.1 WIT expects that partners in any collaborative activity, including programme provision, share its mission and values. The shared values of the partners, including WIT, express themselves in part through a set of agreed quality principles. It is expected that partners share the Institute's commitment to the European Standards and Guidelines for Quality Assurance as a minimum and declare that commitment formally in quality documentation.
- 1.2.2 Notwithstanding the necessity for this commonality, it is recognised that collaborative activity leading to programme provision—including but not limited to transnational activity—is founded on and guided by an acknowledgement, curiosity about and trust in difference. The Institute holds that, because of this foundation in difference, programmes developed through collaboration are more than the sum of their parts and are commonly owned. In this light, quality assurance is regarded as a shared and integrated responsibility for all parties to the collaboration, as well as imposing responsibilities on the Institute separately.
- 1.2.3 All collaborative programme activity is subject to the academic quality assurance policies set out by the Institute's Academic Council as well as by HETAC. All collaborative activity is subject to the approval of the Institute's Academic Council. Where

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<sup>1</sup> WIT's Quality Manual is available at [www.wit.ie/policies](http://www.wit.ie/policies).

<sup>2</sup> Hereafter 'Policy for Collaborative Programmes', [http://www.hetac.ie/publications\\_pol06.htm](http://www.hetac.ie/publications_pol06.htm)

collaborative activity leads to an award, it may also be subject to the approval of HETAC; specifically, joint awards, transnational awards, and awards for which WIT does not have delegated authority must be approved by HETAC in addition to securing WIT Academic Council approval. The limitations attaching to the Institute's awarding authority are therefore noted. The requirements, as set out in HETAC policy, relating, *inter alia*, to the development of awarding agreements to establish awarding authority and to programme validation are noted.

- 1.2.4 It is recognised, in the light of the above, that collaborative provision leading to awards requires clarity on the nature and extent of the awarding authority associated with these awards. In the case of joint awards, a Joint Awarding Agreement must be established between HETAC and the other awarding parties before the collaborative provision may proceed.
- 1.2.5 Where collaborative activity involves collaborative programme provision, quality assurance procedures require the submission of an agreement (in the form of a Consortium Agreement) fully describing the proposed provision, as set out in the sections below, to the Institute's Academic Council.
- 1.2.6 The procedures and processes of programme delivery, evaluation and external examining and moderation are modelled on the normal WIT quality assurance procedures, themselves agreed with HETAC. WIT in turn accepts similar requirements from its partners where appropriate.
- 1.2.7 The procedures by which collaborative programmes are validated are normally set out in the Consortium Agreement or (in the case of joint awards) in the Joint Awarding Agreement. It is noted that HETAC validation is required for all transnational collaborative programmes and for programmes leading to joint awards, in addition to approval by the WIT Academic Council. Furthermore, some national collaborative programmes may also require HETAC validation, specifically where the awards is not an award for which the Institute has delegated authority. The procedures by which an application for the extension of the Institute's delegated authority may be made are set out below. In line with its quality assurance procedures, WIT requires all collaborative activity that involves programme delivery to be subject to periodic monitoring and review, the arrangements for which are set out in the Consortium and/or Joint Awarding Agreements associated with the programme, as are the arrangements for revalidation (or revocation of validation). Consortium and Joint Awarding Agreements will specify the duration for which the agreement is active and options regarding the termination of the agreement for all parties concerned. Further conditions relating to monitoring and review may be set out as part of any HETAC validation.

### **1.3 Interpretation**

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

## 2 Strategic Context

### 2.1 WIT Strategy for Collaboration

- 2.1.1 Waterford Institute of Technology's stated mission is to apply excellence in teaching, learning and research within an inclusive student-centred environment to foster graduates of distinction who are ready to take or enhance their leadership roles in business, the professions, industry, public service and society. The Institute seeks to manage its hinterland as a Learning Region by empowering knowledge generation and is committed to the educational development of the region in a way that is reflective of its national and international aspects. The Institute seeks to contribute to the economic, social and cultural development of the South East region and beyond.
- 2.1.2 In the light of its mission, the Institute values and promotes partnerships and collaborations, both formal and informal, between the Institute, its staff and students and external bodies. The Institute has a long history of collaboration and partnership with industrial and commercial sectors (particularly within the South-East region), with other educational institutions (particularly at third and fourth levels) and with cultural and other bodies, both in Ireland and abroad, and seeks to build on that history in the best interests of its staff and students and the wider community. The Institute draws on external partners as a key component in its quality assurance systems, as well as working closely with external partners on various projects of mutual benefit.
- 2.1.3 Such partnerships realise themselves in activities such as, *inter alia*, joint teaching on existing WIT programmes, the development and delivery of new programmes (including those leading to joint awards), the development and delivery of continuing professional education programmes, and the sharing of resources and expertise. Future collaborations will lead to all of the above activities.
- 2.1.4 As part of its broad strategy, the Institute is committed to developing sustainable strategic partnerships with higher education institutions in the US, the Middle East and Asia, building on existing collaborations in line with the national International Education Strategy 2010-2015.<sup>3</sup> The Institute also continues to build partnerships with higher education institutions elsewhere in Europe; the Institute has a long history of collaboration through ERASMUS and other schemes with European partners. The Institute will engage in these partnerships for the purpose of, amongst other things:
- i. the transfer of staff and students both into and out of the Institute for periods of study;
  - ii. joint delivery of programmes of study;
  - iii. validation of programmes of study;
  - iv. recruitment of students;
  - v. bilateral agreements on the recognition of prior learning for the purposes of admission;
  - vi. co-operation in research, development and innovation.
- 2.1.5 The Institute's engagement in collaborative activity is directed towards building on and enhancing the Institute's areas of teaching and research strength, as well as towards evolving and developing teaching and research expertise in other areas. Therefore, the selection of external partners involves an alignment of the strengths of the partner institution or body with the Institute's priorities. Collaborative activity with partner

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<sup>3</sup> Investing in Global Relationships: Ireland's International Education Strategy 2010-2015. <http://www.educationireland.com/>

universities abroad permits wider dissemination of the research and other outputs of the Institute and the further development of the reputation of WIT internationally. In some cases, the opportunity exists for the Schools within the Institute to develop further their teaching and research strengths and international profile by partnering with bigger institutions with a different set of strengths than their own.

- 2.1.6 While in themselves collaborative programmes are not entered into for financial reasons, and while revenue generation is not considered part of the rationale for collaborative activity (though necessarily financial considerations have a bearing on the viability of programmes, and therefore on potential partnerships), collaborative programmes offer the Institute a way of attracting students, particularly to follow-on post-graduate options. The Institute therefore aligns its selection of transnational collaborative projects in particular with areas where there is capacity and expertise at post-graduate level and with areas where there are opportunities to build on research strengths with new post-graduate programmes.
- 2.1.7 The Institute committed in its last strategic plan to increasing the diversity of the student population by, amongst other things, increasing the number of international students at the Institute better to build an international presence in the region. The Institute recognises the need for diversity in its student body and in the cultural experiences of the learner. In this respect, the Institute is committed to building a diverse student group, one that is particularly international in composition. Transnational programme development takes place within this broad context.
- 2.1.8 Transnational collaboration is entered into to widen access to the Institute's programmes as well as to create opportunities for Irish students to be exposed to new and different ideas, customs and cultures, motivated by a desire to promote and cherish diversity. The developmental needs of partner institutions—as well as WIT's—are recognised and inform the nature and scope of collaborative activity, including programme provision.

## **2.2 Framework for Collaborative Provision**

- 2.2.1 WIT operates fully according to the requirements of national legislation and other national agreements and according to frameworks for quality assurance operated by HETAC. The Institute's Academic Council and Governing Body recognise these national and other agreements and legislation and the responsibilities these confer. The Institute also recognises its wider responsibility for maintaining the high standing of Irish higher education and Irish academic and training awards and fulfils this responsibility in developing and maintaining collaborative programmes according to the regulations set out below.
- 2.2.2 In this regard, the Institute fully recognises and respects the constraints imposed by the National Qualifications Framework within which it operates, particularly with regard to the authority to make awards. The Institute is conscious of the responsibilities delegated authority confers. The Institute recognises that it may not further delegate to a third party authority already delegated to WIT from HETAC.
- 2.2.3 There are multiple stages leading to the delivery of a collaborative programme that leads to an award, as set out in the chapters below. These stages are:
- i. Preliminary Research on Prospective Partners (chapter 3 below);
  - ii. Memorandum of Understanding (chapter 4);
  - iii. Due Diligence and Risk Assessment (chapter 5)
  - iv. Joint Awarding Agreement, in the case of Joint Awards (chapter 6);
  - v. Consortium Agreement (chapter 7);

- vi. Validation of Programmes (by WIT or HETAC; or by WIT or HETAC and others in the case of joint awards) (chapter 8);
- vii. Application for Delegated Authority to HETAC (in the case of transnational awards and joint awards) (chapter 9).

2.2.4 Formal conclusion of these stages generally take place in the above order (though it is recognised that in some instances discussions leading to Joint Awarding Agreements and Consortium Agreements may proceed in parallel) and is subject to approval at all points by relevant bodies within the Institute, including Academic Council and Executive, and, where appropriate, by HETAC.

### **3 Preliminary Research on Prospective Partners**

- 3.1.1 Collaborative opportunities may arise in many different contexts. It is understood that informal discussions often take place at faculty level in many instances. However the protection of its reputation is a paramount consideration for the Institute in considering any potential collaborations. Formal WIT engagement towards a Memorandum of Understanding with potential collaborative partners should be, in the first instance, agreed by the Executive Board.<sup>4</sup>
- 3.1.2 The proposed collaboration shall be formally tabled at a meeting of the Institute's Executive Board by a member of the Institute's Executive, normally a Head of School. The proposed collaboration should be accompanied by a report of preliminary research on the prospective partner.
- 3.1.3 The preliminary research report should outline:
- i. Summary profile (history, range of activities, student enrolments etc. where applicable);
  - ii. Information on the legal, financial, academic and quality assurance standing of the prospective partner institution. This information may be available through public documentation (for example accreditation agency reports) and/or the experience of other Irish institutions and/or HETAC or other regulatory bodies;
  - iii. Any cultural, academic or other issues that should be taken into consideration.
- 3.1.4 The decision on whether to proceed with the collaboration is formally recorded in the minutes of Executive Board.

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<sup>4</sup> The Executive Board comprises the Institute's senior managers. The Board's members include the Heads of each of the Institute's academic Schools, the Head of Research, the Financial Controller and the Registrar and is chaired by the President. Potential collaborative activity will normally be sponsored by one or other of these senior officers, usually a Head of School, as is indicated.

## 4 Memorandum of Understanding

### 4.1 Development and Agreement of a Memorandum of Understanding

- 4.1.1 Following agreement by the WIT Executive Board to proceed, the first formal exchange is the agreement of a Memorandum of Understanding between the Institute and the proposed partner(s). This document establishes and verifies the shared mission and values of the respective partners and will normally identify the strategic benefits associated with the proposed partnership. This may involve outlining potential disciplines or projects within which collaborative activity may take place, or potential kinds of collaborative activity (including collaborative programme provision).
- 4.1.2 The Memorandum of Understanding may identify, *inter alia*, the following modes of collaboration:
- i. Collaborative delivery of programmes leading to WIT awards
  - ii. Collaborative delivery of programmes leading to joint awards
  - iii. Entry with advanced standing or articulation arrangements at undergraduate and postgraduate levels;
  - iv. Curriculum development projects;
  - v. On-line and/or blended learning delivery programmes;
  - vi. Joint conferences;
  - vii. Staff and student exchange programmes;
  - viii. Provision of specialised programmes to promote international understanding and language skills;
  - ix. Joint research and development programmes.
- 4.1.3 The Memorandum should declare any legal or other constraints to the kind of collaborative activity that may be engaged in by the partners. This will necessarily dictate the modes of possible collaboration.
- 4.1.4 The Memorandum should contain outline information on the relationship between the parties and any awarding bodies (including, in WIT's case, HETAC) and any quality assurance agencies, Ministries of Education, or other government agencies as relevant. The likely recognition by these bodies of activity arising from the collaboration—especially activity for which approval by these agencies might be required—should be noted. At the very least, in the case of transnational collaboration in particular, the relevant quality assurance agencies and/or awarding bodies should be explicitly identified in the Memorandum.
- 4.1.5 It is appropriate that the Memorandum also includes a commentary on any regulatory, statutory or professional body recognition that may be sought for the collaborative programme or on any aspects of professional body recognition that may be relevant to the proposed programme.
- 4.1.6 The Memorandum is a formal document and there is an expectation that collaborative activity will follow. However, the agreement does not bind either party to pursuing collaborative activity; rather, it offers the framework within which specific collaborative activity—including collaborative programme provision—may take place. Before activity that involves a collaborative programme may take place, a Consortium Agreement (and in many cases other agreements) must be developed and approved. Of itself, a Memorandum of Understanding does not constitute sanction to deliver a programme.

## **4.2 Review of Memoranda of Understanding**

- 4.2.1 The Institute's Memorandums of Understanding are reviewed at periodic intervals (normally as part of yearly School reports, the five-yearly School Reviews and the five-yearly Institutional Review process) by the Institute's Academic Council.
- 4.2.2 Agreements that have not led to collaborative activity within a reasonable time (usually five years) will be nullified, following appropriate consultation with the partner(s).

## **4.3 Signatories to Memorandums and Format**

- 4.3.1 The Memorandum will be signed by the Institute's President or his/her nominee (normally a member of the Institute's Executive). It is expected that representatives of the other partner(s) will hold similar authority within their organisation(s). The Memorandum is signed exclusively on behalf of the Institute, not on behalf of an individual School, Department or other unit, though it may indicate, in outlining potential activities, the areas most likely to be involved in the partnership. The Memorandum will be noted by the Institute's Academic Council and Governing Body.
- 4.3.2 A template for the Memorandum of Understanding is included below as Appendix 2.

## 5 Due Diligence and Risk Assessment

### 5.1 Due Diligence

- 5.1.1 The process of developing the formal agreements supporting collaborative programme provision begins with a Due Diligence evaluation and subsequent Assessment of Risk. These processes are co-ordinated by a member of the Institute's Executive appointed by the President. A review committee is established by the Executive to assist in carrying out the exercise. This committee will normally comprise representatives of faculty, Academic Council and Registry and, where appropriate, members of support staff. In cases where proposed collaborative provision is transnational, a representative of the International Office will normally be a member of the committee.
- 5.1.2 In order to undertake the due diligence enquiries in a timely manner, WIT will enter into a legally binding non-disclosure agreement with its partners covering all information exchanged and acquired through the due diligence process.
- 5.1.3 Normally, WIT requires that the prospective partner submits to WIT a self-assessment document as one element in the due diligence exercise. Alternative documentation may be suggested by the review committee depending on its assessment of the likely risk. In the case of public higher education institutions in Ireland, recent institutional review or equivalent documentation, along with peer review reports, accompanying a description of the proposed activity and verified by a senior officer within the institution, will normally suffice. The submission of a self-assessment report, however, is a pre-requisite for any activity with private-sector bodies.
- 5.1.4 Where a self-assessment report is required, the document will demonstrate evidence of having been subjected to peer review (including evidence of review by national and international quality assurance bodies) and will have regard to the criteria HETAC has established for the consideration of an application to become a registered provider.<sup>5</sup> In the case of transnational provision, furthermore, the document will have regard to the OECD/UNESCO Guidelines for Quality Provision in Cross-Border Education (2005).<sup>6</sup> The full specification for the self-assessment report, including the criteria against which the institution is to be evaluated, is agreed between WIT and the partner.
- 5.1.5 The Self-Assessment Report 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):
- (a) Background:
    - i. the prospective partner's history and development;
    - ii. its mission and strategy;
    - iii. its ethos and values.
  - (b) Range of Activities:
    - i. the nature and extent of its portfolio of provision (in the case of another educational institution) or of its range of activities, including non-programme-related activities; its mission and strategy in relation to programmes;
    - ii. its student enrolment, progression and retention data, where appropriate;

<sup>5</sup> HETAC's Registration Policy is available at <http://www.hetac.ie/docs/Policy%20regarding%20New%20Providers%20of%20HETAC%20Awards.pdf>.

<sup>6</sup> See [http://www.unesco.org/education/guidelines\\_E.indd.pdf](http://www.unesco.org/education/guidelines_E.indd.pdf).

- iii. the nature and extent of its existing relationships with other institutions;
- iv. a list of the partner's current and past collaborations with other bodies and, where available, an assessment of each.

(c) Regulatory Environment:

- i. the 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 (normally external reports are included as part of this submission);
- ii. its quality assurance arrangements (in the case of educational providers, the partner's quality manual is included as part of the submission) and the outcomes of recent external and internal QA review reports;
- iii. specific information on the role of external examiners and other peer reviewers in these arrangements, with particular attention to the mechanisms by which reviewers are appointed;
- iv. specific information on derogations from the partner's quality assurance arrangements relating to collaborative provision.

(d) Awarding Authority:

- i. the nature of awarding authority held by the partner, if relevant;
- ii. the nature and standing of that awarding body;
- iii. the relationship of the partner to any awarding body where relevant;
- iv. the relationship of the partner to any professional body;
- v. specific information on the recognition of any collaborative award by the partner's awarding body or other issues relating to the specific programme;
- vi. specific information on the recognition of credit by the partner's awarding body;
- vii. a declaration of support from the awarding authority for the collaboration and a declaration that the proposed signatory to the collaboration on behalf of the partner has authority to do so.

(e) Staff:

- i. the profile of the partner's staff, including detailed information (outline CVs and lists of publications) on staff associated with the proposed programme.

(f) Financial Information:

- i. the prospective partner's balance sheet;
- ii. recent accounts (under the terms of the non-disclosure agreement);
- iii. published accounts;
- iv. information about its financial performance generally;
- v. formal declaration of solvency and formal declaration of commitment of adequate resources to the partnership.

5.1.6 The self-assessment document is submitted to the Chairman of the review committee who will receive the document on behalf of the Institute and will co-ordinate its review. A report from the committee on the detail and comprehensiveness of the due diligence exercise will form part of the committee's final report to the Institute's Executive.

5.1.7 WIT reserves the right to conduct further reviews of the partner's claims as it deems necessary. These may involve WIT recruiting a third party to conduct a review of the prospective partner. Further review shall involve seeking information about the prospective partner's legal standing, including whether it has been or is engaged in litigation, or has been subject to legal actions (civil or criminal), and whether the

prospective partner(s) may legally enter into a collaborative arrangement to deliver the specific programme of education and/or training. As part of such enquiries, where the prospective partner is part of a larger commercial or academic entity, the due diligence enquiries shall seek to establish the relationship between them and the extent to which the larger entity supports the prospective partner financially and with academic and professional expertise. Furthermore, in some contexts, financial due diligence may include gathering information from rating and credit control agencies and banks and banking authorities.

- 5.1.8 The submission of review documentation will normally be followed by a site visit by members of the Institute's appointed review committee. The site visit will seek to confirm the detail included in the submission from the partner. The site visit will normally involve meetings with senior members of the partner institution and such other parties as are deemed necessary for the review committee to verify the details of the submission.

## **5.2 Risk Assessment**

- 5.2.1 It is understood that WIT's exposure varies according to the nature and scope of the proposed collaboration. Therefore, the review committee charged with establishing the risk and benefits to WIT from entering a collaboration will consider the nature of the relationship between the provider and WIT necessitated by the proposed collaboration, specifically the degree to which the proposed collaboration is integrated with WIT's operations. Clearly there are different levels of risk associated with transnational than national provision, and different types of risk where partners are private rather than state bodies. Furthermore, the Institute's exposure is very different where the proposal is, for instance, that WIT's core staff deliver the programme as opposed to situations where staff will be recruited by another body or in some other manner.
- 5.2.2 The risk analysis exercise will pay particular attention to the stipulation that any consortium must have in place contingency plans to ensure that obligations to learners can be met and that, in the event of a particular collaborative programme not being able to continue, alternative arrangements can be put immediately in place for learners already registered on the programme.
- 5.2.3 The Institute shall carry out a cost analysis of the likely liability should it be required to deliver the programme alone. The Institute's Executive will have ultimate responsibility for determining the Institute's willingness to proceed following the assessment of likely risks.

## **5.3 Evaluation Report Submission and Executive Board Decision**

- 5.3.1 The due diligence and risk assessment process culminates in an evaluation report to the Institute's Executive Board regarding the prospective partner. This report takes account of the partner's self-assessment (or equivalent report), any additional due diligence inquiries by a third party, and the Institute's own assessment based on the site visit (where one has taken place).
- 5.3.2 The report by the evaluation committee makes a recommendation to the Institute's Executive Board on whether to proceed to develop a Consortium Agreement. The assessment will either be that:
- i. the Institute may proceed to develop a Consortium Agreement;
  - ii. the Institute may proceed provided certain conditions are met;

iii. the Institute should not proceed with the development of an Agreement.

In the case of (ii), the satisfaction of outstanding conditions is a pre-requisite for the approval of any Agreement.

5.3.3 The evaluation of the details of the due diligence exercise will form part of the proposed Consortium Agreement subject to Academic Council approval.

## 6 Joint Awards and Joint Awarding Agreements

- 6.1.1 A Joint Award is defined as 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.”<sup>7</sup>
- 6.1.2 Where it is intended that a joint award will issue from the collaboration, this should be signalled at the Memorandum of Understanding stage. The member of the WIT Executive with responsibility for the collaboration will inform the Registrar that a joint award is proposed and the Registrar will in turn inform HETAC where relevant. HETAC and the partner institutions (including WIT) and the partner awarding body will then enter into discussions to develop a Joint Awarding Agreement.
- 6.1.3 The validation of any proposed joint award is dependent on the establishment of the Joint Awarding Agreement between the awarding bodies. Once this is agreed, WIT and its partner(s) can proceed towards a Consortium Agreement as below. The Joint Awarding Agreement closely relates to the Consortium Agreement and should be referenced in the Consortium Agreement. The Joint Awarding Agreement sets the arrangements for validation; the Consortium Agreement forms the basis on which the validation process can commence.
- 6.1.4 As set out in the description below, the Joint Awarding Agreement will specify the Award Standards, validation procedures that apply, the awards and award-types covered under the agreement and their place in the Irish National Framework of Qualifications, any equivalent national qualifications framework, the roles and responsibilities of the parties and the quality assurance arrangements applying. It will also, as set out below, provide for mutual indemnification, dispute resolution and will specify legal jurisdiction.
- 6.1.5 It is appropriate that the Joint Awarding Agreement establishes clearly the programme(s) for which the agreement is being devised, the award sought, the name and location of the providers and the proposed arrangements for programme delivery (the site of delivery, the faculty involved and so on).
- 6.1.6 Central to the Joint Awarding Agreement is a determination of the means by which standards are agreed and maintained. Therefore, the Agreement should indicate the standard of knowledge, skill and competence to be attained by the learner before an award can be made. It is essential to make reference to relevant national qualifications frameworks and any relevant international agreements on qualifications and clearly to identify the position in the Irish National Framework of Qualification of the award sought.
- 6.1.7 The Agreement should indicate that the programmes covered by the agreement are subject to approval and re-approval (if appropriate) through a specified validation process. This validation process is jointly agreed and is directed towards ensuring that programme-level arrangements lead towards the achievement of the standards identified above, including those relating to the learning environment.
- 6.1.8 It is particularly important that processes and procedures for the ongoing monitoring and review of the programme are established. While these might be based on WIT’s existing processes, it is understood that the nature of joint programmes means always that a jointly agreed set of processes for monitoring are required that take account of the needs

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<sup>7</sup> This definition follows that adopted in June 2004 by the Committee of the Convention on the Recognition of Qualifications concerning Higher Education in the European Region.

of each partner and recognize the unique nature of the joint programme. (Attention is drawn to the chapter on the validation of programmes elsewhere in this document.)

- 6.1.9 Detailed information in the Agreement on the following is therefore required:
- i. Format, process and criteria for an annual review of the programme;
  - ii. Format, process and criteria for the periodic (“Programmatic”) review of the programme;
  - iii. Composition of review board(s);
  - iv. Procedures and criteria for the revalidation (or revocation of validation) of the programme.
- 6.1.10 Details should be given in the Agreement on the arrangements for the making of awards. This will include details on, *inter alia*, the format of the award parchment, the conferring process and procedure, the assignment of credit to the programme, the issuing of the European Diploma Supplement, and the permanent and secure archiving of records concerning graduates and the awards each has received.
- 6.1.11 The Agreement should also provide detail on the mutual recognition of quality assurance processes by the partners. It is noted that a joint award will require the development of procedures that fully reflect and support the programme’s unique nature as a joint programme; therefore, the emphasis in agreeing quality assurance procedures should be on identifying a set of quality assurance arrangements that best support the joint nature of the programme.
- 6.1.12 It is appropriate that the Agreement offers information on mutual indemnification, information on the resolution of disputes that may arise from the Agreement, defines the application of the agreement in terms of the jurisdictions to which the Agreement applies and the time over which it applies, and should provide for the review, amendment and termination of the Agreement.
- 6.1.13 A sample Joint Awarding Agreement is provided as Appendix 3 below.

## 7 Consortium Agreement

### 7.1 Development of the Consortium Agreement

- 7.1.1 Following the signing of a Memorandum of Understanding, WIT and all partner(s) to the prospective consortium begin the process of developing a Consortium Agreement. Each party in the collaboration is involved in the development of the Consortium Agreement. The purpose of the Consortium Agreement is to describe the proposal and to set out the roles and responsibilities of each party regarding the provision of the programme(s) including its quality assurance. As indicated above, in the case of Joint Awards, a Joint Awarding Agreement must be in place before the Consortium Agreement can be finalised.
- 7.1.2 Following the completion of all due diligence exercises and other documentation as set out above, formal notice that a Consortium Agreement is to be developed is provided to the Institute's Executive by the relevant Executive member and to the Academic Council. This notice should be accompanied by a formal declaration of intent from the prospective partner. This notice should include a statement to the effect that both WIT and the prospective partner are legally entitled to pursue the development of the Consortium Agreement. This is notwithstanding that the Institute's due diligence inquiries will involve consideration of the partner's legal standing.
- 7.1.3 Within WIT, senior Institute managers work in close consultation with faculty and other staff on the development of the Institute's contribution to the Consortium Agreement. It is normally developed at School level with the sponsorship of the Head of School. Consortium Agreements require Executive Board approval before they may be activated, in addition to any approval relating to programme delivery that must be forthcoming from Academic Council and approval from HETAC where necessary.
- 7.1.4 As collaborations, particularly transnational collaborations and joint awards, necessarily impinge on the Institute's delegated authority to make awards, the Institute's Registrar will normally advise HETAC when a Consortium Agreement is in preparation and will indicate the expected programme-associated aspects of the collaboration. It is understood that HETAC approval of specific national consortiums is not required in the context of the Institute's delegated authority to make awards and where HETAC has agreed with the Institute supplementary quality assurance for this type of provision. However, where it has not already been specifically delegated, HETAC approval is required for all transnational programmes and all programmes leading to joint awards. The requirement for a Joint Awarding Agreement to be in place in certain circumstances is again noted and emphasised.
- 7.1.5 Programme commencement is contingent on WIT or, in many cases, HETAC validation. Authority to issue instruction on when the programme may advertise for applications and begin to recruit students remains therefore with the WIT Registrar (in association with HETAC as appropriate and by agreement with the partner institution). WIT reserves the right to determine when a programme may commence, though this is normally agreed as part of the Consortium Agreement.

## 7.2 Content of the Consortium Agreement

7.2.1 The development of the Consortium Agreement is based on the understanding that all parties in the collaboration have an equal commitment to maintaining and developing academic standards and the quality of the student learning experience. It is appropriate therefore that a declaration of this commitment forms a central element in any agreement document. At the very least, a formal statement of commitment to quality should preface the detailed arrangements indicated below. It is appropriate also to declare formally a commitment to the application of the European Standards and Guidelines for Quality Assurance.<sup>8</sup>

7.2.2 The Consortium Agreement will set out in detail all of the following:

- i. Parties to the consortium;
- ii. Duration, renewal and termination of the consortium agreement;
- iii. The approved titles of collaborative programmes offered through the consortium and the award titles to which they lead; where relevant (in cases where WIT is not the awarding body or the only awarding body), the validation award standards and the awarding body also need to be specified;
- iv. Financial matters (e.g. sharing of costs and income; payment of taxation);
- v. Legal matters (e.g. the law under which the agreement is enacted; settlement of disputes; mediation; sharing of liabilities, etc.);
- vi. Provision of services for the consortium by members of the consortium (partner-providers) and by service providers;
- vii. Employment of staff – by the consortium or by one or more partner-providers on behalf of the consortium;
- viii. Governance and management of the consortium;
- ix. Leadership of and right to speak for the consortium;
- x. Quality assurance procedures for the consortium and the programmes to be provided (and therefore also approved, monitored and reviewed) through the consortium including arrangements for the agreement of academic regulations for the consortium and the programmes (which in turn should refer to these quality assurance procedures);
- xi. Information to be provided by the consortium and the programme team to prospective learners, enrolled learners, and third parties, including national and other authorities;
- xii. Arrangements relating to the enrolment of learners;
- xiii. Responsibilities of the consortium, provider partners and awarding bodies to learners;
- xiv. Certification of learners' achievements, including explicit reference to professional body recognition where relevant.

7.2.3 A Consortium Agreement in respect of programmes leading to Joint Awards will also include the following (which will also be included in the Joint Awarding Agreement):

- i. The agreed standards that learners are to achieve to secure the joint award and the validation process through which awarding bodies verify that the proposed programme meets these standards;

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<sup>8</sup> See [http://www.enqa.eu/pubs\\_esg.lasso](http://www.enqa.eu/pubs_esg.lasso)

- ii. The equivalence between the proposed award standards and HETAC's published award standards and the placement of the award on the Irish National Framework of Qualifications;
  - iii. The title of the joint award(s) and the format and wording of the joint award parchment(s) and Diploma Supplements and the parties responsible for issuing this certification.
- 7.2.4 Validation of individual collaborative programme-level arrangements is sought through a separate process (the CE4 process from the WIT Academic Council or, in the case of transnational and joint awards and awards for which the Institute does not have delegated authority in, a HETAC validation process). The Consortium Agreement, in other words, establishes the framework within which programme-level arrangements can take place. Details on programme-level arrangements are attached to the Consortium Agreement as appendices. (This allows for changes to be made to these programme-level agreements without the necessity of renegotiating the Consortium Agreement.)

### **7.3 Approval of the Consortium Agreement**

- 7.3.1 The Consortium Agreement must be approved by the Institute's Academic Council. Normally the Agreement is considered by the Academic Quality Committee of Council and a recommendation made on the basis of that consideration. The Agreement may not be activated—and collaborative provision may not occur—without, in addition, approval by the Institute's Executive Board. It is noted that in most cases approval from HETAC (specifically for transnational collaboration and joint awards) will also be required.
- 7.3.2 The Registrar will advise HETAC when a Consortium Agreement has been approved by the Institute and will co-ordinate the process by which the Agreement is submitted for approval to HETAC, where necessary.

## **8 Validation of Programmes**

### **8.1 The Validation Process**

- 8.1.1 All collaborative programmes must be validated. Existing validation (where, for instance, a pre-existing programme forms the basis for collaborative activity—and might be seen, therefore, as a “parent” programme) does not suffice as validation for a collaborative programme. In cases where a validated programme forms the basis for collaborative activity, it must be revalidated in its new context within the collaboration.
- 8.1.2 Consortium Agreements and/or Joint Awarding Agreements specify the agreed mechanisms by which collaborative programmes are to be validated. The Institute has developed a review process that provides a model that may be followed in establishing such agreed arrangements. This review process is referred to as the Programme Evaluation 4 (CE4) process and is described below.
- 8.1.3 This CE4 process or its equivalent, as set out in any Consortium or other Agreement, may culminate in a recommendation that the programme should be validated in cases where WIT has delegated authority to make the award. In all other cases—where collaboration leads to joint awards, or transnational awards, or in cases where WIT does not have delegated authority—the programme must be validated by HETAC.
- 8.1.4 Notwithstanding the above, in every case of collaborative provision, including ones for which there may be a HETAC validation, there must be a submission under a WIT-sponsored process (that is, a process agreed between WIT and its partners). In other words, a local process resembling a validation process must be completed even when a validation by HETAC is planned.
- 8.1.5 As with any new programme, a programme development team is established under the direction of a Head of Department or Head of School. In the case of collaborative provision (including programmes leading to joint awards), it is understood that the development team comprises representatives from each partner body and will normally be co-managed by senior officers in either partner. WIT requires, however, that the proposal is sponsored by a WIT School for the purposes of advancing the proposal through any approval process within the Institute. Team leadership is designated at the earliest opportunity. It is appropriate that Co-Team Leaders are appointed representing each partner in the collaboration.

### **8.2 Programme Evaluation 4 (CE4) Submission and Review Process**

- 8.2.1 The following process is offered as a guideline for the type of validation process expected to be set out in a Joint Awarding or Consortium Agreement. It is understood that the specific arrangements that apply in any given case will be described in the relevant documentation.
- 8.2.2 The CE4 document will be developed according to the standard criteria associated with new programme development at WIT. The content of the programme proposal documentation aligns therefore with the expectations from submissions for new programmes set out in HETAC’s General Programme Validation Manual (2010) and will therefore also meet the HETAC, NQAI and ENQA requirements referenced in that document. The CE4 submission will normally be reviewed according to the same criteria

as a new programme submission and by a review panel constituted in a similar vein, with some differences as set out below. It is understood that several versions of documentation may be required to satisfy the validation requirements of different bodies and awarding authorities in the case of joint awards, in which case it is appropriate to signal any differences in every version and to make available additional versions for reference purposes.

8.2.3 The indicative content of the CE4 proposal is as follows:

(i) Description of the Programme

- a. Award: Description of the award proposed and status of that award for each partner. Description of the relationship between the award and relevant professional regulatory and/or statutory body(ies), where relevant, including reference to professional body recognition of the award, if appropriate, and, if the programme is recognised or statutorily regulated in all relevant jurisdictions, by relevant quality assurance bodies, Ministries or Education, and other relevant authorities;
- b. Rationale for the Proposal: This should include detail on the relationship with existing WIT provision as well as information on prospective learner groups and on the strategic context out of which the programme emerges.
- c. Agreements: Details should be provided on the agreements informing the proposal, specifically the Consortium Agreement (which is normally attached as an appendix). The Joint Awarding Agreement should also be included here if relevant. These agreements will provide detailed information on the quality assurance and monitoring and review infrastructure for the programme. It should be noted that bespoke quality assurance procedures developed for consortiums, as well as the body of academic regulations agreed as applying to any collaborative programmes, will replace the quality manuals (and other documents where academic regulations are indicated) of the institutions involved in the partnership unless otherwise specified. Therefore, bespoke quality assurance manuals for consortiums will need to be comprehensive, detailed and included in the agreements in full. Procedures, it should be noted, must include procedures for periodic review and potential revalidation; standard monitoring and periodic review mechanisms are not appropriate for collaborative provision of any kind.

(ii) Curriculum

- a. Aims and Learning Outcomes: Details should be given on the aims and minimum intended learning outcomes for the programme and for each stage of the programme if appropriate and for all constituent modules. These Minimum Intended Learning Outcomes (MILOs) should be aligned to relevant national standards. In the case of joint awards all applicable standards must be simultaneously satisfied, that is, the highest standard requirement must be met in every respect. The exercise in agreeing Minimum Intended Programme Learning Outcomes (MIPLOs) in the case of joint awards should be referenced here and there should be detailed information on the MIPLOS as an expression of agreed standards.

- b. Entry Requirements: These should be set out in detail. Particular attention should be paid to establishing the equivalence of international qualifications to Irish ones in the case of transnational collaborative programmes.
- c. Programme Schedules: These should appear in the standard WIT format.
- d. Teaching, learning and assessment approaches: Of particular interest here will be the delivery arrangements which should be very clearly specified. Where off-site delivery is involved this should be stated and the operational arrangements fully described. The general approach to teaching, learning and assessment should be described, particularly the approach to dealing with mixed cohorts of students (where both WIT and non-WIT students are taught together, for instance; or where there are significant numbers of international students on a programme). It is understood that details on the assessment in place for individual modules is given in the module descriptors.
- e. Assessment strategy and schedule: Arising from the above, the proposal should contain a detailed description of the strategy for assessment, aligning assessment instruments with learning outcomes, both at module and programme level, and a schedule of assessments setting out the expectations from students linked to a calendar, as a minimum.
- f. Module syllabi: These should be presented in the standard Institute format.
- g. Progression opportunities and transfer pathways: Both opportunities within WIT and the partner in the collaboration should be described, as well as any relevant other opportunities for students.

(iii) Programme Management

- a. Public information and information to students: Consistent with the requirements relating to student rights, the proposal should set out plans for communicating information about the programme to the public and to students. Included here should be procedures for applying for entry to the programme. A programme handbook is required that includes detailed information on all aspects of the programme. This may be included as a reference document with the proposal. It is usual also that an induction programme is described in programme documentation.
- b. Arrangements for programme administration: It is understood that with all collaborative programmes there is a joint administrative team comprising members from each party in the collaboration. This team is responsible for the direction of programme strategy and operations and agrees, *inter alia*, a resource plan for the programme, the plans for student recruitment, and the deployment of staff. The arrangements for meetings, the recording of discussions and decisions, communication amongst peers, amongst other things, should be set out in the proposal document.
- c. Programme regulations: A statement identifying the regulations that will apply to the programme should be made here. It is understood that in most cases the Institute's academic regulations will apply. Specific derogations from the Institute's academic regulations should

be set out here in detail. This is especially important in the case of joint awards (or where WIT/HETAC is not the awarding body).

- d. External examiner arrangements: Specific information should be given here on the process for nomination and appointment of the external examiner as well as on the operational arrangements that apply for the review of assessment tasks prior to submission and the consideration of completed assignments. The arrangements for the examiner's attendance at examination board meetings should be set out (if, for instance, the examiner is expected to join the meeting by video-conference). Examiners appointed in respect of transnational programmes are expected to have an educational understanding of the national context in which the programme is being provided. A detailed account of the reporting arrangements for the examiner and the arrangements by which recommendations are communicated and acted on should also be given.

(iv) Resources and Facilities

- a. Resource requirements and plan: A detailed account is required of the resource requirements for the proposed programme.
- b. Profile and affiliations of teaching staff: CVs (with publication lists) for all staff involved in teaching and managing the programme are required. The institutional affiliation of each member of staff should be set out in a summary table. Individual responsibilities for modules should be identified where possible.
- c. Staff development arrangements: It is understood that joint initiatives to develop staff competency will form part of any collaborative effort. In this context, the strategy for staff development should be set out here.

8.2.4 The evaluation of the programme proposal leading to validation or, in cases where HETAC validation is required, leading to approval by the Institute for an application for validation to be made, involves a review of the standards proposed for the award by a peer review panel. The panel considers the appropriateness of those standards to the award title and, secondly, considers the means suggested (in terms of teaching, learning and assessment, as well as in terms of programme structure and organisation) by which these standards are proposed to be met and assured. The panel also considers the programme management arrangements proposed and the means by which the programme is to be resourced.

8.2.5 The peer review panel is made up of a number of experts—both academic and practitioner—in the discipline area within which the programme is offered. The panel is normally chaired by an independent expert external to the Institute(s). For transnational proposals, it is normal that an external expert with specific expertise in the management and delivery of transnational programmes (but not necessarily with expertise in the discipline area within which the programme lies) will join the panel. It is usually appropriate also to involve someone with specific experience of the jurisdiction of the partner providers in the panel. The composition of the review panel may be changed, at the discretion of the WIT Registrar and with the agreement of the relevant partner institutions.

- 8.2.6 Normally the requirement is for a programme validation panel to include at least two professional experts and at least two academic experts in the relevant discipline area. Where a validated parent programme forms the basis for collaborative provision, the report of the most recent validation or revalidation exercise for the programme should be made available to the panel constituted to review the collaborative programme. It may be appropriate, in cases where a parent programme has been very recently validated, or where the differences between the programme in collaboration and the parent programme with regard to the content of modules are minor, to adjust the composition of the review panel to take this into account. For instance, one professional and one academic expert might suffice in some cases. In such an event, it may be appropriate to include further experts with other relevant areas of expertise—such as in international collaboration or collaborative programme delivery.
- 8.2.7 The CE4 review process should always involve a site visit. The purpose of the site visit is, in the first instance, to meet the programme development team and those who will be teaching on and managing the programme, and to discuss the proposal with them. The site visit may also include a consideration of the facilities and resources available to the programme. Additional site visits to facilities where the programme is to be delivered may be scheduled and are normally desirable.
- 8.2.8 The CE4 review (or its equivalent) is expected to assess the proposal against the criteria for programme validation as set out in the Institute's Quality Manual and the criteria as established in HETAC's policies on the validation of programmes (see HETAC's Core Validation Policy and Criteria (October 2010)).<sup>9</sup>
- 8.2.9 The CE4 process (or its equivalent) culminates in a report from the review panel that includes a recommendation to the Institute's Academic Council. In cases where WIT has delegated authority, the recommendation may be one of the following:
- i. that the programme proceeds as proposed and is validated;
  - ii. that the programme may not proceed and is not validated until certain conditions are met;
  - iii. or that the programme should not proceed.

In the case of (iii), a proposal for programme delivery will not be considered until at least six months have elapsed since the CE4 review.

- 8.2.10 In cases where WIT does not have delegated authority (in all cases of transnational provision and in all cases where a joint award is proposed, as well as in some instances of national provision), the following recommendations may issue:
- i. that the programme is approved and may be submitted to HETAC for validation;
  - ii. that the programme may not proceed to HETAC for potential validation until certain conditions have been satisfied;
  - iii. or that the programme should not proceed.

In the case of (iii), a proposal for programme delivery will not be considered until at least six months have elapsed since the CE4 review.

- 8.2.11 In cases where WIT has delegated authority, the Institute's Academic Council must formally ratify the decision of an evaluation panel before a programme may commence. The Registrar of WIT must give explicit instruction to the relevant admissions office

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<sup>9</sup> [http://www.hetac.ie/docs/E.1.8\\_1.1Core\\_Validation\\_Policy\\_and\\_Criteria\\_2010.pdf](http://www.hetac.ie/docs/E.1.8_1.1Core_Validation_Policy_and_Criteria_2010.pdf)

staff before the collaborative programme may be advertised and promoted and before students may be recruited onto any collaborative programme.

### **8.3 Validation by HETAC**

8.3.1 In some cases, WIT is not in a position to validate a programme; in the case of transnational awards, or joint awards, or awards for which WIT does not have delegated authority, the CE4 process or equivalent may only conclude in Institute approval for the development. In these cases, the Registrar will inform HETAC after a programme has been approved through the CE4 process (or its equivalent) and initiate discussions leading to a HETAC validation review.

8.3.2 The process and general criteria for validation of such programmes are set out in HETAC's Core Validation Policy and Criteria (October 2010).<sup>10</sup> Any derogations from these procedures are normally agreed as part of the Joint Awarding Agreement.

### **8.4 Programme Monitoring and Revalidation**

8.4.1 All programmes approved through this policy are subject to monitoring and review arrangements that parallel those set out in the Institute's Quality Manual (that is, the arrangements that apply to non-collaborative programmes). There is a requirement therefore that collaborative programmes are submitted to annual review cycles, periodic reviews (normally taking place every five years) and any other reviews that are scheduled by the Institute's Academic Council and/or by HETAC. Agreements associated with collaborative provision (such as Collaborative Agreements) should include a formal statement by which all parties in the collaboration agree to involve themselves fully with the review and revalidation procedures as set out in the documentation.

8.4.2 It should be noted that the standard monitoring and periodic review mechanisms set out in WIT's Quality Manual may not always be appropriate for collaborative and/or transnational provision, whether leading to joint awards or otherwise. Furthermore, the standard revalidation mechanisms may be similarly inappropriate. The specific, bespoke arrangements that apply therefore for the monitoring, review and revalidation of collaborative programmes should be set out in the Consortium Agreement and/or the Joint Awarding Agreement if relevant.

8.4.3 Quality assurance of all collaborative provision is subject to the approval of the Institute's Academic Council and, via Academic Council, of the Institute's Governing Body. The Academic Council and Governing Body will be advised of the development of partnerships and when partnerships have been agreed. The Academic Council is ultimately responsible for the application of this policy and for the monitoring on an ongoing basis of any collaborative provision.

8.4.4 The Institute's Executive Board approves the development of collaborative provision in the context of Institute strategy. The Executive Board also verifies that the Institute has the resources to support the programme and particularly that the Institute will bear the costs should alternative arrangements be required for learners if the collaboration is discontinued. Individual Heads of School, in co-operation with partners, are responsible—usually through a Head of Department in co-operation with others in the

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<sup>10</sup> [http://www.hetac.ie/docs/E.1.8\\_1.1Core\\_Validation\\_Policy\\_and\\_Criteria\\_2010.pdf](http://www.hetac.ie/docs/E.1.8_1.1Core_Validation_Policy_and_Criteria_2010.pdf)

partner institution—for the day-to-day operations of programmes, including collaborative programmes

- 8.4.5 The Academic Council has convened School Boards to assist it in assuring and enhancing quality of the activities within Schools. School Boards report to Academic Council on a regular basis. The School Board will include in its regular reports to Academic Council a specific item dedicated to collaborative provision and will update Academic Council on any collaborative developments and on the progress of existing collaborations.
- 8.4.6 The Academic Council will maintain an up-to-date list of all collaborative, transnational and joint awarding partners, locations and programmes and will publish this list on the Institute's website.
- 8.4.7 A Joint Programme Board is established for all collaborative programmes. At least one student representative should sit on the programme board; in some cases, it is appropriate to have a student representative from each party to the collaboration, in which case more than one student member may sit on the Board. This Board has the responsibilities assigned to Programme Boards in the Institute's Quality Manual (unless other arrangements are agreed within the Consortium Agreement). The Board comprises all staff teaching on and managing the programme in each partner institution. The Board is a committee of Academic Council and is required to report specifically on the collaborative programme, through the Annual Programme Board Report process and via the School Board, to Academic Council. It is understood that similar reporting arrangements may also be required by partners in the collaboration.
- 8.4.8 Where practicable, the Joint Programme Board—comprising all members of staff associated with delivering the programme and student representatives—should meet once per semester but at least once per year. (It is understood that more frequent contact is highly desirable and is the norm.) In cases of transnational collaboration, video-conference facilities may be used, though it is recognised that the attendance of at least a representative number of WIT staff at the programme board meeting is highly recommended. The Consortium Agreement should contain detailed information on the scheduling, format and other operational matters to do with the conduct of the Joint Programme Board.
- 8.4.9 It is appropriate in all cases to also convene a Joint Management Board to oversee aspects of the collaboration other than those directly related to programme delivery. This Board is responsible for the direction of the programme's strategy and operations and normally comprises senior officers with responsibility for the programme in both partner bodies. In the case of WIT this will normally be the Head of Department and/or the Head of School.
- 8.4.10 The Management Board makes an annual report to the Institute's Executive Board that supplements the annual report made to Academic Council by the Programme Board.
- 8.4.11 It is recognised that the standard mechanisms for periodic review are not appropriate in the case of collaborative programmes. Therefore, it is appropriate that any collaborative programme is reviewed and revalidated outside of the periodic review of any WIT School, usually scheduled every five years. The normal, periodic review within the School must, however, reference any additional review and validation process (as might have

been applied to a collaborative programme) and must take account of the conclusions of any review, and ensure, for instance, any appropriate synchronisation of approval periods.

- 8.4.12 In some cases, practicality may dictate that the review and revalidation exercise coincides with the periodic review within an academic School at WIT. However, it should be understood by all involved that the revalidation is a separate exercise.
- 8.4.13 The arrangements for the periodic review and revalidation of a collaborative programme are normally set out in detail in the Consortium Agreement and/or the Joint Awarding Agreement where relevant. These arrangements will of necessity take account of the arrangements that apply in the individual partner institutions. A single revalidation process, however, is necessary, regardless of the separate arrangements that may apply; this revalidation process must be designed in collaboration to satisfy the requirements of the collaborating bodies, in recognition of the joint nature of any collaboration.
- 8.4.14 It is expected that any review and revalidation process includes the submission of a self-evaluation report to a group of expert peers. 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 specifications set out above for the CE4 process may be taken as a guideline for the composition of any panel and the conduct of the revalidation exercise.
- 8.4.15 The ratification by the Academic Council of the recommendations of the review/revalidation panel is a requirement before a programme may be considered revalidated.
- 8.4.16 For programmes where WIT does not have delegated authority, the review and revalidation exercises will be carried out by HETAC, in line with HETAC policy.
- 8.4.17 The Institute's Registrar will be responsible for advising HETAC on collaborative provision arrangements sought and entered into by the Institute.

## 9 Delegation of Authority

- 9.1.1 Collaborative programmes developed between the Institute and Irish partners may be validated by the Institute and, under the authority to make awards delegated to the Institute by HETAC, require the Institute's validation only before being in a position to commence recruiting learners.
- 9.1.2 Where WIT validates additional programmes within the scope of its delegated authority it will inform HETAC which will issue formal delegated authority for that particular programme.
- 9.1.3 In the case of transnational programmes and programmes leading to joint awards, where delegated authority has not been obtained, HETAC validation is required in addition to Institute approval, as indicated above.
- 9.1.4 Subsequent to a collaborative programme being validated by HETAC, the Institute may apply for delegated authority to make this transnational award. WIT'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<sup>11</sup> and Policy for collaborative programmes, transnational programmes and joint awards 2008.<sup>12</sup>
- 9.1.5 Where the Institute has decided to apply for delegated authority, the WIT Registrar in the first instance indicates to HETAC 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 WIT Registrar including but not limited to:
- i. Academic staff involved with the programme's development and/or delivery;
  - ii. Support staff involved with the programme's administration and / or delivery;
  - iii. Head of School and Head of Department;
  - iv. Office of the Registrar (includes Quality Office);
  - v. Members of Academic Council.
- 9.1.6 It is recognised that in some cases the initial validation and application for delegated authority may be combined.
- 9.1.7 This self-assessment team compiles a report that makes reference to the criteria for delegated authority as set out in 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 Head of School in the School 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 Quality Council and the report and action plan must be recommended for approval by the Committee to Academic Council. The approval of Council is required before an application is made to HETAC. This application will comprise the self-assessment report above, the peer review report, and the action plan developed by the School. The formal application to HETAC is co-ordinated by the Registrar.

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<sup>11</sup> [http://www.hetac.ie/publications\\_pol07.htm](http://www.hetac.ie/publications_pol07.htm)

<sup>12</sup> [http://www.hetac.ie/publications\\_pol06.htm](http://www.hetac.ie/publications_pol06.htm)

- 9.1.8 WIT recognises that it may not further delegate to a third party authority already delegated to the Institute from HETAC.

## Appendix 1: Glossary of Terms

Numbered references in this Glossary are to relevant paragraphs in HETAC's *Policy for collaborative programmes, transnational programmes and joint awards* (except where otherwise stated).

Term	Statutory or other definition
Academic Council	The WIT body established under statute (the Regional Technical Colleges Act 2002 <sup>13</sup> ) 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 <i>Policies, actions and procedures for Access, Transfer and Progression for Learners</i> . <sup>14</sup> )
Accreditation / validation	HETAC's <i>Taught and Research Degree Programme Accreditation Policy, Criteria and Processes</i> (2005) has now been rescinded. The current policies (for example, the <i>Core Validation Policy and Criteria</i> 2010 <sup>15</sup> ) use the term validation exclusively and should be followed.
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. See the <i>Qualifications Act (1999)</i> Section 2.1. See <i>Policy for collaborative programmes</i> , 1.2.5
Awarding body	An awarding body is a body that makes awards. See <i>Policy for collaborative programmes</i> , 1.2.6
Branch campus	A campus of an institution established at a location in a receiver country and wholly managed by the institution to enable the institution to deliver programmes leading to HETAC awards at that location.
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.
Consortium / consortia	A group of two or more providers that come together to collaborate to provide a programme. A consortium can have as few as two providers or many more. Providers working together in a consortium are usually referred to in HETAC documents as “partner-providers”. For a consortium to offer a programme that leads to a HETAC approved award at least one of the participating bodies must be a registered HETAC provider
Consortium agreement	A formal and legally binding agreement concluded (signed) by two or more partner that meets the requirements of Section 6.1 of HETAC's <i>Policy for collaborative programmes</i> . A consortium agreement sets out the governing framework for the consortium's provision of higher education and training programme(s). Collaborating partner-providers are required to establish an appropriate formal agreement and have it approved by HETAC before starting a collaborative programme. See <i>Policy for collaborative programmes</i> , 2.1.4
CE2	WIT Academic Council new programme proposal document. <sup>16</sup>
CE4	WIT Academic Council proposal for collaborative delivery of a programme document. <sup>17</sup>
Country	A sovereign state, part of a sovereign state or a jurisdiction.
Delegated authority	In the context of this document authority delegated to WIT to make awards under Section 24 of the <i>Qualifications [Education and Training] Act 1999</i> .
Department	A unit of academic management within WIT with specific responsibility for the management of a range of programmes. Departments are part of Schools, organised on broad strategic and discipline-related lines.

<sup>13</sup> Regional Technical Colleges Act 1992, <http://www.irishstatutebook.ie/1992/en/act/pub/0016/print.html>

<sup>14</sup> See <http://www.nqai.ie/docs/publications/10.pdf>

<sup>15</sup> HETAC Core Validation Policy and Criteria 2010, [http://www.hetac.ie/publications\\_pol06.htm](http://www.hetac.ie/publications_pol06.htm)

<sup>16</sup> See WIT quality manual at <http://www.wit.ie/policies/>

<sup>17</sup> See WIT quality manual at <http://www.wit.ie/policies/>

Discipline-area	A label that indicates the scope of research programmes that may be provided by a research group, an academic department or a collaborative research network. The label should precisely represent the breadth of the research activity. Broadly-drawn labels should only be used where they would accurately represent a corresponding breadth of research activity.
Differential Validation	<p>HETAC's procedures for validation state that programmes must be validated in their entirety. When an existing validated programme is to be provided in a different location, through a consortium, transnationally, or through a combination of these, the new context(s) in which the programme is to be provided requires that it be validated to be offered in them.</p> <p>HETAC's procedures for differential validation recognise that in some circumstances it may be possible to reuse some of the findings of the programme's current validation in validating the programme to be provided in its new context, so that the expert panel can focus its attention on the changes that are proposed and required by the new context. See <i>General Programme Validation Manual</i> 2010, Appendix 2, Differential Validation, p. 23.<sup>18</sup></p>
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.
ECTS	The European Credit Accumulation and Transfer System (ECTS) <sup>19</sup> assigns credits to course components based on the learning outcomes of the course and the competences to be acquired. In ECTS the workload of a full-time student during one academic year is calculated to be 60 ECTS credits. Workload refers to the average time a learner might be expected to contribute to reach the required learning outcomes.
Executive Board	The WIT Senior Management Team comprised of Institute President, Heads of School and Heads of Function.
Governing Body	The WIT 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 <i>Code of Good Practice in the Provision of Transnational Education</i> (2007). HETAC's requirements derive from its own experience and from the incorporation of the recommendations of this document into its <i>Policy for collaborative programmes</i> , 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 <i>Core Validation Policy and Criteria</i> , 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.

<sup>18</sup> HETAC General Programme Validation manual 2010, [http://www.hetac.ie/publications\\_pol06.htm](http://www.hetac.ie/publications_pol06.htm)

<sup>19</sup> European Credit Accumulation and Transfer System (ECTS), [http://ec.europa.eu/education/lifelong-learning-policy/doc48\\_en.htm](http://ec.europa.eu/education/lifelong-learning-policy/doc48_en.htm)

	A validation process operated on behalf of two or more awarding bodies by one awarding body, the outcome of which has been agreed in advance shall be regarded as the equivalent of a joint validation.
Learner/student	In this context “student” and “learner” are to be read as synonymous. In Section 2.1 of the <i>Qualifications Act (1999)</i> a “learner” is defined as “a person who is acquiring or who has acquired knowledge, skill or competence”.
Minimum Intended Programme Learning Outcomes	The minimum achievement (in terms of knowledge, skill and programme learning competence) that the learner is certified to have attained if he/she successfully completes a particular programme. For further information see “Core Validation Policy and Criteria”, p. 18.
Minor award	Minor awards are multipurpose awards that are linked to specific major awards and recognise the attainment of part of a major award which has relevance in its own right. In appropriate circumstances a minor award may be made to recognise the achievements of a student who is unable to complete their programme and achieve the major award for which they were preparing.
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 HETAC’s <i>Assessment and Standards</i> (2009) p.53 for a full definition.
Partner provider	In the context of this document a “partner provider” is any institution participating in a consortium 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 a consortium would become HETAC registered providers unless they were already an awarding body in their own right. A consortium can become a registered provider in its own right. See also (HETAC) registered provider.
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 <i>Policy for collaborative programmes</i> , 1.2.4.
Programme agreement	A formal agreement that governs the operation of a programme. It may be embedded in the consortium 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 <ul style="list-style-type: none"> <li>• when the programme is first to be offered the duration of its approval by the awarding body or bodies</li> <li>• how the programme is governed, led and managed, including representation arrangements for students</li> <li>• the learning resources, including staff, required to deliver the programme</li> <li>• the language(s) through which the programme is provided and through which students’ work is assessed</li> <li>• arrangements for gathering, analysing and acting on feedback from students and other stakeholders</li> <li>• 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.</li> </ul> For the programme description, see “General Programme Validation Manual” (HETAC, 2010)
Programme of education and training	The <i>Qualifications Act (1999)</i> 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.

	See also “partner provider”, “service provider” and HETAC Registered Provider.
Provider Country	The country in which a provider is based. See <i>Policy for collaborative programmes</i> , 3.1.1
Provider, HETAC Registered	See “HETAC Registered Provider” and <i>Policy for collaborative programmes</i> , 1.1.
Qualifications Act	The short title for the <i>QUALIFICATIONS (EDUCATION AND TRAINING) ACT, 1999</i> <sup>20</sup> . See <i>Policy for collaborative programmes</i> , 1.1.1
Quality manual	WIT Academic Council academic quality assurance documentation available at <a href="http://www.wit.ie/policies/">www.wit.ie/policies/</a> .
Receiver Country	The country in which learners are based. See <i>Policy for collaborative programmes</i> , 3.1.1
Recognised institution	An institution specified under section 24 of the Qualifications [Education and Training] Act (1999) to make awards. See <i>Policy for collaborative programmes</i> , 1.2.7
Research degree programme	A research degree programme is a process by which learners develop and demonstrate the skills, competencies and knowledge set out in the form of learning outcomes at levels 9 and 10 on the National Framework of Qualification through the production and submission of a substantial body of original research, usually in the form of a dissertation.
School	The principle unit of academic organisation within WIT. The Institute is currently (March 2011) organised around six Schools, each with responsibility for a broad set of academic disciplines. These Schools are Business, Education, Engineering, Humanities, Health Science, and Science. Within each School reside academic departments.
Service provider	A body, including a higher education institution that provides services to support the provision of a programme. These might include premises, reprographics and other services but not tuition, learning support or quality assurance. In some contexts whether a provider is a “partner-provider” or a “service provider is a matter for judgement and is to be stated in the consortium agreement.
Transnational provision	The provision or partial provision of a programme of education in one country by a provider that is based in another country.
Validation	The <i>Qualifications Act (1999)</i> Section 2.1 defines validation as “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”. See “Core Validation Policy and Criteria”, 1, p. 3

<sup>20</sup> Qualifications [Education and Training] Act 1999, <http://www.irishstatutebook.ie/1999/en/act/pub/0026/index.html>

## Appendix 2: Sample Memorandum of Understanding

### Memorandum of Understanding

#### Between

#### And

#### Waterford 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 Waterford Institute of Technology, established in Waterford, Ireland, by statute in 1970 under the RTC Act and re-designated in 1992 under the Irish Institutes of Technology Act (hereinafter called WIT).

It is hereby agreed between the parties as follows:-

1. xxx and WIT have agreed to collaborate with each other to form a strategic and beneficial relationship to establish educational programmes which shall include:
  - i. advanced standing or articulation arrangements for both undergraduate and postgraduate levels.
  - ii. curriculum development projects.
  - iii. on-line delivery pilot programmes.
  - iv. joint conferences.
  - v. staff and student exchange programmes.
  - vi. provision of specialised programmes to promote international understanding and language skills.
  - vii. joint research and development programmes.

It is understood that both parties have legal authority to enter into discussions and reach agreement regarding collaboration in the areas set out above. *[The list will necessarily be amended in the light of any legal constraints.]*

2. Both parties shall enter into separate and detailed **Consortium Agreement** which shall specify the terms and conditions of this collaboration.
3. Both parties hereby agree the Consortium Agreement will include the following provisions:-

The Consortium Agreement will include detail on the following:

- i. Parties to the consortium;
  - ii. Duration, renewal and termination of the consortium agreement;
  - iii. The approved titles of collaborative programmes offered through the consortium and the award titles to which they lead;
  - iv. Financial matters (e.g. sharing of costs and income; payment of taxation);
  - v. Legal matters (e.g. the law under which the agreement is enacted; settlement of disputes; mediation; sharing of liabilities, etc.);
  - vi. Provision of services for the consortium by members of the consortium (partner-providers) and by service providers;
  - vii. Employment of staff – by the consortium or by one or more partner-providers on behalf of the consortium;
  - viii. Governance and management of the consortium;
  - ix. Leadership of and right to speak for the consortium;
  - x. Quality assurance procedures for the consortium and the programmes to be provided through it including arrangements for the agreement of academic regulations for the consortium and the programmes;
  - xi. Information to be provided by the consortium and the programme team to prospective learners, enrolled learners, and third parties, including national and other authorities;
  - xii. Enrolment of learners;
  - xiii. Responsibilities of the consortium, provider partners and awarding bodies to learners;
  - xiv. Certification of learners' achievements.
4. The parties hereto shall appoint representatives to carry out studies of academic, financial and administrative feasibility of entering into the Consortium Agreement contemplated herein and the parties further provide that each party will be liable for their own costs and expenses during the feasibility study process.

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 other than WIT and not prevent WIT from entering into similar relationship with other institutions other than xxx.

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

**Signed By:**

**Signed By:**

\_\_\_\_\_

\_\_\_\_\_

**For :**

**For: Waterford Institute of Technology**

**Date:**

**Date:**

**In the Presence of:**

**In the Presence of:**

**Witness:**

**Witness:**

**Name:**

**Name:**

\_\_\_\_\_

\_\_\_\_\_

**Date:**

**Date:**

## Appendix 3: Sample Joint Awarding Agreement

### MEMORANDUM OF AGREEMENT

between

COLLEGE X

and the

HIGHER EDUCATION AND TRAINING AWARDS COUNCIL, IRELAND

and

WATERFORD INSTITUTE OF TECHNOLOGY, IRELAND

and

AWARDING BODY Y

AGREEMENT made the DATE.

BETWEEN: AWARDING BODY Y (hereinafter called 'Y') of the one part, the HIGHER EDUCATION AND TRAINING AWARDS COUNCIL (hereinafter called 'HETAC') of the second part, COLLEGE X (hereinafter referred to as X) of the third part, and WATERFORD INSTITUTE OF TECHNOLOGY, a recognised institution of HETAC (hereinafter called 'WIT') of the final part.

WHEREBY Y and HETAC agree to jointly validate programmes of higher education, and to make awards jointly in respect of such programmes delivered in collaboration between X and WIT, and whereby WIT may make joint awards under this agreement where authority has been delegated to it.

IT IS AGREED AS FOLLOWS:

- (1)
  - (a) This Memorandum of Agreement between Y and HETAC and X and WIT supersedes the provisions of any previous agreement with regard to matters dealt with herein in relation to collaborative programmes leading to joint awards. The Appendix to this agreement forms part of (and is incorporated into) this agreement. A reference to this agreement includes a reference to the Appendix.
  - (b) HETAC and Y have jointly validated and shall make a joint award in respect of PROGRAMME provided by WIT and X, the quality assurance arrangements for which are detailed in the Consortium Agreement between WIT and X. For the purpose of clarity and consistency paragraphs 1(d) to 1(f) herein are extracts/duplicated from the Consortium Agreement.
  - (c) In order to facilitate recognition and transparency, the shared standard and the unique provision arrangements of the PROGRAMME, i.e. the joint nature of the degree, will be acknowledged in the relevant diploma supplements and in the academic transcripts issued by the providers.
  - (d) The academic and administrative procedures for the PROGRAMME are those set out in the Consortium Agreement that parallels this agreement and such further procedures as the parties may agree in writing for the purposes of this agreement.
  - (e) Each awarding body shall maintain detailed records of all recipients of the joint award and make those records available to the other body as requested. Each awarding body shall issue reference codes to the other to be placed on the parchments to be issued.
  - (f) The Consortium Agreement established on the basis of this Joint Awarding Agreement shall be consistent with the Joint Awarding Agreement.
- (2) Y, X, HETAC and WIT shall ensure a close liaison between their staff and shall make all reasonable efforts to ensure the quality of PROGRAMME leading to joint award in accordance with the established agreements.

- (3) HETAC and the Y will make a joint award in respect of the PROGRAMME (to be provided by X and WIT and identified in paragraph 1(b) and 1(d)) and in the case of HETAC pursuant to the powers granted to it by the Qualifications (Education & Training) Act 1999 and in the case of the Y through its [describe as relevant] department.
- (4) The standard to be attained by candidates before a joint award can be made has been agreed as XXX standard (according to the respective national qualifications frameworks) as demonstrated in the respective programme validations. A table representing the validated PROGRAMME standard is provided in Appendix Two.
- (5) Academic quality assurance procedures including the monitoring and periodic review of the PROGRAMME; the conduct of examinations and assessment boards; and the appointment of examiners shall be in accordance with the arrangements set out in the Consortium Agreement.
- (6) Y, X, HETAC and WIT, in a manner appropriate to their respective roles, agree to co-operate and participate in each other's quality assurance procedures and in the quality assessment arrangements of relevant funding or other statutory bodies as they relate to PROGRAMME leading to a joint award. The parties further agree to co-operate in the carrying out of any effective institutional review processes applicable to X and WIT.
- (7) WIT and X shall implement their parts in this agreement consistently with applicable Y and HETAC policies and the relevant X and WIT academic policies.
- (8)
  - (a) X shall be indemnified by HETAC and WIT respectively against all claims whatsoever arising in any manner under this agreement through the act, neglect, or default or other action of HETAC and WIT respectively.
  - (b) HETAC shall be indemnified by X respectively against all claims whatsoever arising in any manner under this agreement through the act, neglect, default or other action of X.
  - (c) X shall be indemnified by HETAC and WIT respectively against all claims whatsoever arising in any manner under this agreement through the act, neglect, default or other action of HETAC and WIT respectively.
  - (d) WIT shall be indemnified by X against all claims whatsoever arising in any manner under this agreement through the act, neglect, default or other action of Y and HETAC respectively.
  - (e) This agreement shall be effective from the date of signature and shall continue in force, unless terminated earlier in accordance with (f), for a period of five years, upon which it shall be reviewed by the parties. A mid-term review of its operation will be conducted at the end of 24 months.
  - (f) This agreement shall be terminated by:
    - a. Any of the parties, upon 18 months' written notice; or
    - b. failure of any of the parties to comply with the terms of this agreement having been notified of the breach and given sixty days to rectify the breach, whereupon any other party shall be entitled to give written notice of termination forthwith.
    - c. If termination has been effected, students, once registered on the PROGRAMME leading to a joint award, and whose progress is deemed satisfactory under the rules and regulations of that Programme, shall be afforded reasonable opportunity to complete the programme and to receive the relevant joint award subject to meeting the required academic standards.
- (9) The public information and promotion for the PROGRAMME leading to a joint award shall conform to the requirements of HETAC, Y, X and WIT and shall use the logos and devices of each party in an appropriate manner. Programmes and awards shall be referred to by their proper titles. Any use of any logo or device of one party by any of the other parties shall be agreed in writing.

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

(12) HETAC may delegate authority to WIT (in accordance with HETAC's policy and procedures) to make joint awards with Y. This shall have the effect that WIT, under delegated authority, may make joint awards with Y where HETAC would otherwise have done so under the terms of this agreement. Following such delegation references in this agreement to joint awards of Y and HETAC and their making may be construed to be references to joint awards of Y and WIT acting under delegated authority from HETAC.

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

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

Signature:  
Name in Capitals:  
Position in Organisation:  
Address in Full:

**Signed in the presence of:**

Position in Organisation:  
Date:

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

Signature:  
Name in Capitals:  
Position in Organisation:  
Address in Full:

**Signed in the presence of:**

Position in Organisation:  
Date:

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

Signature:  
Name in Capitals:  
Position in Organisation: CHIEF EXECUTIVE  
Address in Full:

**Signed in the presence of:**

Position in Organisation:  
Date:

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

Signature:  
Name in Capitals:  
Position in Organisation:  
Address in Full:

**Signed in the presence of:**

Position in Organisation:  
Date: