

APPENDIX 1: POLICY ON COLLABORATIVE PROVISION



THE OPEN TRAINING COLLEGE (OTC)

POLICY ON COLLABORATIVE PROVISION ARRANGEMENTS

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SECTION 1: INTRODUCTION

- 1.1 This policy document specifies the quality assurance procedures of the Open Training College for collaborative provision.
- 1.2 OTC is a division of St. Michael's House, a registered charity and the largest provider of services to people with intellectual disabilities, and their families, in the greater Dublin region. OTC is an Independent College and its awards are validated by QQI. The organisation's Board of Management has overall responsibility for correct governance of all parts of the organisation including the OTC; the College Academic Council (comprising of internal and external academics) oversees academic governance on behalf of the Board.
- 1.3 OTC is interested in collaborative provision because it has the potential to enrich provision to the advantage of learners, in a way that the College could not achieve on its own. Collaborative programme provision is strategic in nature and builds on the College's mission and a shared vision and ethos with similarly empathetic institutions. The OTC is committed to the provision of quality education and positive student experience within an increasingly diversified student population. It sees collaborative provision as one element of a strategic approach to supporting greater student diversification and thus more holistic student experience within independently funded higher education colleges.
- 1.4 OTC is committed to collaborative arrangements which are characterised by mutuality and respect. It will only engage in Collaborative arrangements where it is assured that each of the partner institutions will and can play a significant and equitable part in each facet of the development and delivery of collaborative programmes.
- 1.5 The College sees collaborative provision as a means of drawing on the experience and expertise of partner colleges for the ultimate benefit of students and therefore is also committed to ensuring that any prospective consortium and its partner college is in good academic and financial standing. It is also necessary to ensure that prospective colleges are competent and sufficiently well-resourced to fulfil its obligations, as well as being legally entitled to enter into the consortium agreement. Collaboration will only be used where it is in the mutual interests of partner colleges and the overall student experience.
- 1.6. This policy draws on QQI *Policy for Collaborative Programme, Transnational Programmes and Joint Awards* (2012) and is informed by practice elsewhere within the higher education sector. It specifically focuses on collaborative provision in the context of taught programmes where there

is a single Academic Awarding Authority – in this instance Quality and Qualifications Ireland (QQI). QQI defines Collaborative Provision as follows: *“There may be collaboration in the development of the programme, in the academic monitoring of the programme, in the teaching, in the assessment, etc. or a combination of any of these”* (QQI, 2012:5)¹¹.

1.7 QQI (2012) also stipulates that *“A provider is responsible for any activities conducted in its name and this responsibility extends to activities conducted by consortia involving the provider. Accordingly, a provider’s Academic Council (or an equivalent top level committee) should establish the overarching strategy for collaborative provision; approve potential collaborator providers and should be involved in the establishment of any collaborative arrangements and the associated consortium agreements”*. St. Michael’s House Board of Management will approve the overarching strategy for collaborative provision; approve potential collaborative providers; any collaborative arrangements as well as associated consortium agreements. Academic Council within OTC will ensure adherence to academic standards and governance of programmes.

¹¹ QQI (2012) Policy for Collaborative Programmes, Transnational Programmes and Joint Awards; see <http://www.qqi.ie/Publications/Policy%20for%20Collaborative%20Programmes%20Transnational%20Programmes%20and%20Joint%20Awards.pdf> - accessed 9/01/2016

SECTION 2: SCOPE

2.1 The OTC's collaborative provision will be limited to the development and delivery of taught programmes of Higher Education between Level 6 and Level 9 of the National Framework of Qualifications. In this instance, collaboration will be established between:

- (a) The Open Training College (OTC);
- (b) Collaborative partner College

2.2. The two named institutions may collaborate on programmes leading to QQI awards at Level 6 to 9 on the NFQ.

2.3 Should future opportunities to expand collaborative provision arise, this policy will be subject to revision and approval of the OTC Board of Management, Academic Council and QQI.

2.4 Within the context and scope specified above this policy sets out the guiding principles, and framework of responsibilities, structures and processes for the OTC for:

- the establishment, approval and governance of the partnership for collaborative provision;
- the development of collaborative provision programmes, the validation or re-validation of collaborative provision programmes and awards, and the processes associated with the authorisation to proceed;
- the on-going management of collaborative provision programmes, including delivery, assessment, monitoring, revalidation, evaluation and response, and the provision of information for students and for the general public.

SECTION 3: POLICY INTENT AND PURPOSE

3.1 Essentially the policy will inform collaborative engagement in an ethos of quality provision, ensure the quality of programme provision with partner organisations and safeguard the reputation of the College and partners by having explicit standards which will safeguard against possible impropriety, recklessness and negligence.

The overall intent of the policy is to:

- (a) ensure clarity, transparency and consistency with regard to collaborative provision;
- (b) inform stakeholders about the College's procedures for assuring the standards and quality of collaborative provision;
- (c) act as a guide and support for College Faculty and staff;
- (d) inform prospective partners of the College's standards and requirements in developing collaborative agreements and subsequently managing collaborative provision.

The purpose of policy is to:

- (a) Set out clearly for both OTC staff and potential collaboration partners the required compliance and quality assurance processes;
- (b) Detail the processes to be followed in the development of a collaborative programme through to validation;
- (c) Ensure that all procedures deliver a consistent learning experience to those students on the collaborative programmes with those delivered by OTC alone;
- (d) Ensure compliance with QQI standards, policies and procedures on quality assurance.
- (e) Ensure the mechanisms for the operation of the ¹²consortium are clearly considered, detailed and specified.

¹² The term Consortium is used to denote the joint structure with responsibility to deliver the programme. Consortium Partner denotes the institution(s) working with OTC to deliver the collaborative programme.

SECTION 4: GUIDING PRINCIPLES

4.1. OTC subscribes to the guiding principles for collaborative provision as promoted by the Irish Higher Education Quality Network¹³, which require that Institutions:

- (a) are cognisant of the strategic and policy contexts for collaborative provision;
- (b) have primary responsibility for the management and delivery of programmes of higher education for students;
- (c) have primary responsibility for the quality assurance of their provision, wherever or however, it is offered;
- (d) ensure that students enrolled on collaborative programmes receive an equivalent learning experience to other students within the institution;
- (e) give due consideration to the academic support of students, including to student representation on appropriate committees and bodies;
- (f) are committed to respecting the rights of their staff, students and partners in all of their joint ventures, recognising that collaborative programmes may involve wider ethical decisions;
- (g) develop institutional approval and quality assurance processes for collaborative programmes, which involve the conduct of appropriate due diligence, ongoing monitoring and checks;
- (h) recognise the need to have formal written agreements for all collaborative arrangements

4.2 The OTC will ensure adherence to these principles and the details of how this will be achieved will be specified in the Collaborative Agreement (CA) and the programme documentation. In summary this will include a reasoned consideration of the strategic context of the proposed collaboration with reference to needs in the relevant sectors thus outlining the strategic rationale for the development of the consortium arrangement. In all such developments the OTC will operate within the policy contexts as specified by the appropriate bodies including QQI and any other relevant regulatory or government departments.

4.3 In the Collaborative Agreement and the programme validation documentation the OTC will clearly outline its ownership and responsibility with regard to QA processes and procedures and the delivery of an excellent learning experience to students. Appropriate governance arrangements will apply relating to the operation of the consortium itself, the running of the programmes, teaching and learning, assessment, student representation, feedback and QA monitoring. The College's current QA policies and procedures will be enhanced to take account of the consortium requirements through the establishment of a Joint Programme Board and a Joint Programme

¹³ IHEQN *Guidelines for the Approval, Monitoring and Review of collaborative and Transnational Provision (2013)*

Development Committee (these are detailed later in this document). Overall governance will be the responsibility of the College Director, assisted by senior members of the College Management team and reporting to the Board of Directors and Academic Council. Regular reports on the consortium, its operation, progress and QA monitoring will be presented to both bodies.

4.4 The Joint Programme Board, reporting to the Academic Council of the OTC will have responsibility for the proper running of the programme and for ensuring standardisation of programme content, the student experience and assessment across all venues where the programmes is delivered.

SECTION 5: KEY COLLABORATIVE OPERATING PRINCIPLES

OTC is committed to collaborative provision where each Consortium Partner plays a significant mutually agreed and equitable part in each facet of the development and delivery of the programmes.

This may be evidenced through;

- Alternating meetings between sites;
- Sharing responsibilities for key roles such as the Chair of Joint Programme Boards;
- Facilitating the engagement of each of the partner institutes in respect of quality assurance activities;
- Recognition of each Consortium Partner in all promotions and media communications in relation to its provision, in an honest, fair and accurate manner;

5.2 Quality assurance processes employed in respect of potential partners in collaborative provision will be as rigorous as the quality assurance processes operated in respect of other OTC programmes. This will also require that any partner's quality assurance processes are consistent with those of OTC.

SECTION 6: DESCRIPTIVE OVERVIEW OF COLLABORATIVE PROVISION

6.1 Collaborative provision for the purpose of this policy refers to the engagement of the institutions named above being involved by means of formal agreement in the development, provision and monitoring of a programme of higher education and training leading to a Level 6-9 award with QQI. In that regard, this document refers to all aspects of collaborative provision, encompassing all stages in the development of a collaborative programme up to and including validation by QQI as well as its subsequent delivery and academic monitoring. The collaborative arrangements for other aspects of such collaborative agreements including student recruitment and selection and registration, provision of physical facilities, provision of support services, programme delivery (including online/blended learning provision), monitoring and assessment are also addressed.

6.2 Within the context of the scope of this particular policy it is envisaged that there are a number of distinct phases (albeit interconnected) as follows. While the stages are presented in a linear way in actuality some of the steps will run concurrently;

Phase 1: Collaborative Consortium Preparatory Phase

- Identification of potential new programme;
- Identification of, and preliminary research on, prospective partners for a Consortium;
- Approval from the Board of St. Michael's House and Academic Council to enter into a Memorandum of Understanding;
- Establishment and signing of a Memorandum of Understanding between partners;
- Undertaking mutually agreed processes of Due Diligence and Risk Assessment;
- Establishment and signing of a detailed Consortium Agreement.

Phase 2: Programme Proposal & Development Phase

- Programme Development (including the establishment of a (Joint) New Programme Development Committee (as per OTC QA procedures) and carrying out market research;
- Programme validation or re-validation;
- Planning of programme delivery.

Phase 3: Programme Delivery & Monitoring Phase

- Delivery methods
- Assessment
- Monitoring
- Periodic review

- Evaluation and response
- Provision of information for students and for the general public

Phase 4: On-going Management of Collaborative Aspects

- Content Delivery
- Assessment
- Monitoring
- Revalidation
- Evaluation and Response
- Provision of information for students and for the general public

SECTION 7: ESTABLISHING THE CONSORTIUM FOR THE PURPOSES OF COLLABORATIVE PROVISION

7.1 All collaborative arrangements will be negotiated, agreed and managed through the Director of OTC. The Director may delegate functions within the process as appropriate.

7.2 The distinguishing feature of a collaborative programme is that it is jointly developed between two or more institutions - in this case the two institutions (named above). New ideas for the development of collaborative provision emerge from many sources, including engagements with the relevant sectors or identifying new contexts for the delivery of existing popular modules/content. Whatever the source any new idea for collaborative provision is subject to this policy and the procedures specified. Members of staff are free to bring ideas on possible collaborations to the attention of College management for consideration but only the College Management forum (the ¹⁴College Executive Committee) can make a decision to progress the proposal through the appropriate internal procedures.

7.3 When a possible new idea (collaboration) is identified proposers are required to submit an outline of the programme prior to the development of a full submission. This is submitted to the HQ&AA for initial evaluation, prior to consideration by the College Executive Committee. If the HQ&AA is of the view that the proposal requires additional information s/he will work with proposer to secure this prior to submission of the initial proposal to the Chair of the College Executive Committee. On receipt of the proposal from the HQ&AA an evaluation by relevant members of the College Executive Committee (lead by the College Director), of the proposal itself and potential collaborative partner(s) takes place.

7.4 The evaluation criteria include the proposal's alignment with OTC's strategic vision, resource availability and quality assurance demands. If agreed by College Executive Committee the proposal will be brought to St. Michael's House Executive Management by the College Director for agreement to continue with further exploration of the initiative. When agreed with Executive Management a Memorandum of Understanding (MoU) (intent to proceed) can be signed with the Colleges identified as possible partners/ collaborators in the consortium. This will include detail on the following:

- 1) The parties involved;
- 2) Initial aims of the collaboration;

¹⁴ The Programme Directors and Managers Meeting is the main regular management meeting held in the College. It is chaired by the College Director or Assistant College Director (when required) and is comprised of all senior members of the College - operational and academic.

- 3) Work to be undertaken by the parties individually and collaboratively;
- 4) Timelines for the completion of tasks;
- 5) The establishment and membership of a Co-ordinating Committee to progress the initiative;
- 6) Treatment of confidential matters and disclosure requirements;
- 7) Identification of key personnel.

An indicative Memorandum of Understanding is outlined in Appendix 1.

7.5 The signing of the MoU authorises the College to proceed to the next step - Due Diligence and Risk Assessment processes.

7.6 A Due Diligence and Risk Assessment exercise will be undertaken by the College prior to entering into a Consortium Agreement for collaborative provision. Due Diligence and Risk Assessment is the responsibility of the College Director who will undertake due diligence with the identified partner College(s), in addition to facilitating due diligence examination of OTC by the potential partner College(s) as part of their engagement with OTC. OTC will enter into a legally binding non-disclosure agreement with its prospective partners/collaborators covering any private information shared and/or acquired during this process. This agreement may be signed at the same time as the MoU.

7.7 The College Director will co-ordinate the Due Diligence and Risk Assessment exercises, assisted by a dedicated Review Committee (RC) which s/he will Chair, whose composition will vary with the nature, scope, scale and strategic significance of the proposed collaboration, and to avoid any potential conflict of interest. The Committee may co-opt additional members if it deems this necessary.

7.8 The Review Committee will formulate a comprehensive, informed, true and fair view of prospective partners, and in particular, of their capacity and ability to deliver on commitments under the proposed collaboration. It may seek advice from the College's Financial Controller, its legal advisers, the proposer of the initial idea and her/his team, and any other relevant sources.

7.9 The necessary elements of a Due Diligence and Risk Assessment exercise normally are:

- The exchange of Self-Evaluation Reports (SER) between the College and prospective collaborative partners (please see Appendix 3 for details);
- A site visit by the Review Committee;
- A robust evaluation of the academic, legal and financial standing of prospective partners by the Review Committee;

- An identification of critical risk factors by the Review Committee, and an assessment of potential exposure and related liability on the part of the College.

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

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

Indicative content for a SER is outlined in Appendix 2.

7.11 The Due Diligence and Risk Assessment exercise must include a site visit by members of the College's Review Committee. They may be accompanied by the proposer and/or members of her/his team likely to be involved in the collaborative provision. The site visit will seek to clarify, confirm and add-to the information contained in the prospective partner SER document.

7.12 These combined elements are the basis on which the Review Committee will prepare its final report and recommendation for submission to the Board of Management and Academic Council.

7.13 The Board of Management and Academic Council will consider the proposal separately. Either entity can request additional information which will be supplied by the Review Committee. When both entities are satisfied and provide formal sign-off the initiative can proceed.

7.14 Formal sign off by the Board and AC clears the way for the signing of a formal Collaborative Agreement (CA) and the Programme Development and Validation can commence.

7.15 It will be the responsibility of the HQ&AA to keep the Academic Council informed of developments in respect of collaborative provision. It will fall within the domain of that committee to ensure that OTC's quality assurance processes are observed accordingly throughout the entire process.

7.16 The College Director as part of sign-off will be required to present regular updates to the Board of Management.

SECTION 8: ELEMENTS OF A CONSORTIUM AGREEMENT

8.1 The formal Consortium Agreement will address the following matters:

- The members of the consortium and their role including specification on lead role;
- Day to day management of the consortium and the programme development process;
- Programme design and validation;
- On-going monitoring of programme;
- Periodic review of programme;
- Programme teaching and assessment strategies including modalities of assessment, re-checks, reviews and appeals;
- Financial arrangements;
- Governance arrangements for the consortium;
- Mechanisms for appeal or complaint by students or staff;
- Mechanisms to resolve any differences between consortium members;
- Staff recruitment and development;
- Numbers projections and recruitment
- Marketing and media management
- Liaison with QQI and any other relevant bodies (regulatory or government departments).

For further information, see Appendix 1 – “Sample Memorandum of Understanding”.

8.2 The Consortium Agreement should also provide for a review process, which will generally occur within five years of its signature. OTC will draw on its existing quality assurance processes to inform this process.

8.3 The Consortium Agreement will have Protection of Enrolled Learners policies and procedures in place, showing how it can fulfil its obligations to students, so that in the event that the collaborative programme cannot be continued, alternative arrangements are in place so that without undue delay, students already registered on that programme are enabled to transfer to a similar programme and gain a qualification equivalent to the one that the first programmes had been leading towards.

8.4 The Consortium Agreement will reflect the principles outlined above, particularly reflecting OTC’s commitment in respect of student welfare.

8.5 Prospective students should be advised of the parties to the Collaborative Agreement and other relevant details including:

- The awarding body;
- Programme validation status and associated information;
- Award type, name and its placement on the National Framework of Qualifications;
- Admission requirements;
- Access information, including Recognition of Prior Learning processes;
- Recognition by regulatory, statutory and any professional bodies as appropriate;
- Programme structure and intended learning outcomes;
- Teaching and assessment strategy;
- Delivery mode.

8.6 The College Director is the only person authorised by the Board to sign off the Consortium Agreement.

8.7 QQI validation of the collaborative programme is conditional on the commencement of the Consortium Agreement.

SECTION 9: PROGRAMME DEVELOPMENT & VALIDATION PROCESSES

9.1 Processes will vary where OTC is either a lead partner or a subsidiary partner. It is envisaged that within a Collaborative Programme arrangement relating to programmes validated and awarded by QQI (such as currently), the lead partner will have responsibility for managing the Consortium's validation programme. The following sections address issues relating to validation processes, where OTC is the lead partner, as envisaged in the current case. Where OTC is a subsidiary partner in a consortium, it will commit to supporting the validation processes of the Lead Partner.

9.2 Under current OTC QA procedures the development of any new programmes requires the setting up of a New Programme Development Committee (NPDC) under the auspices of the AC. For the development of a collaborative programme this committee will be a Joint Committee (JNPDC) including appropriate representatives of all the consortium partners. This committee will be chaired by the OTC HQ&AA and will oversee all aspects of the development and validation of a new programme or revalidation of an existing programme for a new context. This will include ensuring that joint policy, procedures and criteria are developed specific to the proposed programme but which are in accordance with policy and legislative requirements and consistent with the formally stated policies and procedures of OTC and agreed in advance of programme development with partner providers in a proposed consortium. All components of a new programme development as specific in the relevant QQI documentation will be addressed.

9.3 The exact membership of the JNPDC will be determined by the nature and purpose of the new programme proposed, with the advice of and in consultation with the HQ&AA and the equivalent post-holder in the partner College/s. To support the development process, external expert(s) may be appointed to provide guidance and direction at critical stages in a programme's development. The role of the programme development team is to manage the creation of a relevant, high-quality curriculum (on the basis of independent research and consultation with appropriate academic, professional and/or industry experts and bodies) and to identify suitably experienced and qualified staff for the programme.

9.4 The Chair of the JNPDC will be responsible for ensuring regular meetings are held and ensuring that minutes of all meetings are maintained and available for review by any relevant group or staff member. The HQ&AA will be responsible for updating the Academic Council of OTC on progress. The College Director will be responsible for providing regular update reports to St. Michael's House Executive Management and the Board.

- 9.5 Particular attention must be given to the development of the programme assessment strategy, with specific reference to *Assessment and Standards (QQI, 2013)*, and its application to the programme and QQI's policy on Collaborative Provision. In addition, the validation document must reflect the appropriate QQI awards standards and NFQ level indicators.
- 9.6 The development of a programme to be offered should specifically address the quality of:
- a) The student and learning experience, including induction and assessment;
 - b) The delivery, management and resourcing of each element of the programme, identifying specifically the blended learning technologies being applied for each module and/or stage.
- 9.7 For all programmes, the learning outcomes of the programmes and its constituent modules must be clearly articulated with a demonstrable alignment of assessment criteria with the intended learning outcomes.
- 9.8 The Validation document will include all of the aspects of the current "Policies and criteria for the validation of programmes of education and training" (QQI, 2016a) and the "Programme Validation Manual (2016) for Programmes of HET and Apprenticeships (FET and HET) – Pilot Version (Ed. 2.1)" (QQI, 2016b).
- 9.9 After finalising by the JNPDC the HQ&AA submits the Validation document to Academic Council for final approval.
- 9.10 The Academic Council will consider the final document against the same criteria as outlined above (elements of a validation document), notably considering the precise implications for physical and human resources, as well as existing support facilities.
- 9.11 Once approved by AC, the programme documentation is submitted to QQI for validation.
- 9.12 Once the validation panel visit and hearing has been completed, the HQ&AA will bring the report of the QQI Validation Panel to AC for review and consideration. The HQ&AA will take responsibility for the formal response and address any conditions/ recommendations to the Validation Panel report, based as appropriate input from all Consortium Partners and their respective Academic Councils.
- 9.13 Once the formal approval processes have been completed with QQI, the conduct of Programme Review and any Revalidations shall, generally be in accordance with OTC programme review procedures. However, the review processes will have to take account of the context of collaboration and specific issues or matters arising. The collaboration will also

be reviewed as part of any Institutional review process that arises. The lead partner, OTC and the OTC HQ&AA will be responsible for instituting this process, including the management of relations with the Consortium Partner(s).

SECTION 10: ON-GOING MANAGEMENT OF COLLABORATIVE PROVISION PROGRAMMES

10.1 Following validation the Joint New Programme Development Committee will be dissolved and a Joint Programme Board (JPB) established with the OTC HQ&AA as chair. Day to day responsibilities of the consortium are as follows:

10.2 Roles & Responsibility for Collaborative Provision Management & Delivery

- The Board of Management is responsible for the governance and implementation of Consortium Agreements at a strategic level.
- The College Director is responsible for the day to day implementation and operation of the consortium.
- The Academic Council is responsible for overseeing the application of the College's Quality Assurance including collaborative provision.
- The Head of Quality & Academic Affairs, in co-operation with his/her counterparts in the partner institutions, is responsible for the on-going management of all academic aspects of collaborative programmes.
- The HQ&AA is accountable to both the College Director and Academic Council regarding issues, concerns and requirements relating to academic matters of the collaboration.
- The HQ&AA is responsible for liaison between the Academic Council and partner Colleges regarding collaborative provision.

10.3 Ongoing Collaborative Programme Management

The arrangements for delivery, assessment, monitoring, review, evaluation and response, and for the provision of information for students and for the general public, that apply to individual provision by OTC, as set out in the College's QA Document, apply to all programmes under collaborative provision.

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

A Project Manager/Programme Director will have day today responsibility for the programme.

10.4 Programme Boards

A Joint Programme Board, with representation from all partners, will be established comprising all lecturers involved in delivering the programme and ex officio the HQ&AA.

In OTC, it will also include at least one student representative from each year of the programme (with gender balance where possible).

The Joint Programme Board is responsible for monitoring the delivery and development of programmes, and for advising the HQ&AA in this regard.

The specific role, responsibility, authority and operations of Joint Programme Boards are as set out in the College's general QA Document.

10.5 Joint Management Board

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

Membership will normally comprise OTC's HQ&AA (or nominee), the equivalent executive manager in the partner institutions, the local Programme Director, two representatives nominated by each partner, and, where possible, a student representative from each partner institution.

OTC HQ&AA and the equivalent executive manager in the partner institutions will liaise to convene the meetings of the Joint Management Board. One of them will also act as Chair of the meeting.

The Joint Management Board will meet formally at least twice in each academic year.

The Joint Programme Board Chair will report back to the College Executive Committee on the deliberations, views and recommendations of the Joint Management Board.

The HQ&AA will report to the Academic Council and Director in this regard.

10.6 Academic Collegiality and Liaison

OTC recognises the value and importance of academic liaison at programme lecturer level across partner institutions to support relationship building and knowledge sharing, to

coordinate delivery, assessment and development at module level, and to strengthen alignment of academic standards. It will actively encourage programme lecturers to engage in this practice and will support such collegial engagement.

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

The Chair of the Joint Programme Board in each partner institution should maintain frequent contact and liaison with the designated Programme Director/Co-ordinator in each partner institution.

10.7 Assessment, External Examiner Arrangements and Examination Boards

It is a requirement of OTC that processes for assessing students are fair and consistent, and comply with QQI standards for the relevant award on the National Framework of Qualifications.

Procedures for access, transfer and progression will also be implemented in accordance with national policy.

The Teaching and Learning strategy for collaborative provision programmes will be specified in the Programme documentation and the means of assessment and assessment standards will be approved within the validation process.

These processes will be subject to annual review within the Joint Programme Board.

External Examiners and the Examination Board (EB) are core elements of Quality Assurance in OTC. The role and responsibilities of each, and related procedures, are set out in the QA Document of OTC. OTC will apply these procedures to all programmes that it delivers leading to QQI awards.

The External Examiners will be appointed by the OTC as Lead Partner, in consultation with the partner institutions, in the normal manner.

Practical arrangements in this regard will be provided for in the Programme Document.

10.8 Monitoring, Review, Evaluation and Response Mechanisms

Consortium Agreements and the collaborative provision arising therefrom will be reviewed annually by the Board of Management in the context of strategy implementation and by the Academic Council in the context of the College's QA Policies.

The HQ&AA will report annually to the Director on progress and developments under the Consortium Agreements for which they are responsible.

At Joint Programme Board level, collaborative programmes are subject to the agreed mechanisms for monitoring, review, evaluation and response specified in OTC's QA Document (Policies and Procedures).

Key routine feedback mechanisms that will be utilised will normally include student feedback and annual external examiner reports.

The feedback will be considered by the Joint Programme Board with a view to taking any necessary follow-up actions. Any specific, additional bespoke arrangements that apply will be set out in the Consortium Agreement and/or in the Programme Document.

The Joint Programme Board will prepare an annual report. This will be submitted to the Academic Council through the HQ&AA. It will include an outline of academic liaison activities across partner institutions during the year.

The Joint Management Board will prepare an annual report summarising its deliberations and activities. The report will review and synthesise each partner's experiences in delivery and assessment and the outcomes of the programme. It will also highlight areas of common concern, proposed actions, and future directions which will be submitted to the Academic Council through the HQ&AA, together with the Joint Programme Board report.

Consortium Agreements and related collaborative provision will be formally considered as part of Revalidations and Institutional review.

A collaborative provision Revalidation and validation process will parallel the normal Revalidation process and include a Self- Evaluation Report (Programme Evaluation Report) followed by an independent external peer review.

SECTION 11: THE PROVISION OF INFORMATION FOR STUDENTS AND FOR THE GENERAL PUBLIC

11.1 The College's website and student portal will be the primary means of information provision for the public and with students. Information relating to the following will be publicly available in printed form and also electronically:

Programme specification and detail;

- Profile of collaborative partner(s) and its/their roles within the Consortium;
- Detailed outline of and rationale for collaborative arrangement;
- Statement of aims and learning outcomes;
- Programme design – modules, learning outcomes, teaching and learning strategy;
- Programme Schedule - contact hours, credit weighting, examination subjects, marks per subject etc;
- Student recruitment strategies and approaches;
- The programme's accreditation/validation status; the award-type, the award name and its placement in relevant frameworks of qualifications;
- Requirements for recognition of prior learning and/or other entry requirements; recognition by regulatory, statutory or professional bodies;
- Information on the proposed programme structure and intended programme learning outcomes; the regulations that apply (including inter alia those governing assessment, appeals and complaints);
- The schedule of study periods to be spent in the individual partner provider institutions (if applicable) in addition to the information required by the 'Policies, actions and procedures for Access, Transfer and Progression for Learners' of the National Qualifications Authority of Ireland and the 2012 Act;
- PEL arrangements;
- Access, transfer and progression arrangements and opportunities for students;
- Academic staff involved with the programme from each partner institution;
- Quality Assurance policies, processes and procedures associated with the collaborative provision and clear statements of accountability;
- Learner assessment strategies and requirements.

SECTION 12: ADDRESSING DISPUTES, SUSPENSION OR TERMINATION OF COLLABORATIVE AGREEMENTS

12.1 The OTC recognises that disputes may arise in collaborative arrangements. In the spirit of collegiate partnership, all staff members across the Partner Colleges are encouraged to address openly any contentious issues on any aspect associated with the programme in an open and transparent manner, and to seek to resolve the matter in a manner which is as equitable and as efficient as possible. In the event of any dispute arising, it shall be referred to the Directors/ CEOs of the Consortium. Should they prove unable to resolve the dispute between them, it shall be further referred to an independent arbitrator to be agreed between all partners. The decision of the arbitrator shall be final and binding upon all the parties.

12.2. All interactions associated with dispute resolution are conducted by all parties with a view to ensuring each Partner College can fulfil their legal and academic obligations to students registered on the programme.

12.3 However, the OTC also recognises that the suspension and/or termination of a collaborative provision partnership may be necessary in certain exceptional circumstances and reserves the right to suspend or terminate such agreements and arrangements. However, this would only happen in exceptional circumstances and would require the agreement of QQI.

12.4 The type of circumstances where this might be necessary might include situations where:

- the partnership has not delivered the envisaged collaborative provision;
- the partnership is not performing in accordance with the Consortium Agreement;
- there are serious concerns about the quality of provision by a partner;
- serious concerns regarding whether the interests of students are being adequately served;
- a significant deterioration in the financial circumstances of a partner;
- serious breaches of trust;
- ethical concerns emerge.

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

APPENDIX 1.1 - SAMPLE MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING BETWEEN

XXXXXXX AND XXXXXXX

AND

THE OPEN TRAINING COLLEGE

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 THE OPEN TRAINING COLLEGE.

It is hereby agreed between the parties as follows:

xxx and OTC have agreed to collaborate with each other to form a strategic and beneficial relationship to provide taught programmes of higher education and training leading to awards. The broad nature and purposes of the proposed collaboration are as follows: *[in outline, varying with the particular proposed collaboration.]*

It is understood that both parties have legal authority to enter into discussions and reach agreement regarding collaborative provision. *[Any legal or other constraints on the collaborative activity that may be engaged in by the partners should be declared.]*

The external regulatory framework within which each party operates is as follows: *[the relationship between the parties and relevant awarding bodies, quality assurance agencies, government Ministries, and/or other regulatory agencies to be outlined.]*

The following statutory, regulatory and/or professional body recognition and approval is necessary and/or desirable for the proposed collaborative provision: *[to be outlined if applicable.]*

It is the intention of both parties to enter into a separate and detailed *Consortium Agreement* which will specify the nature, terms and conditions of the proposed collaboration.

Both parties hereby agree that the Consortium Agreement will include, *inter alia*, the following information:

- Names of the consortium partners and designated addresses for communication.
- The legal capacities of the partners.

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

- n) Provision for the resolution of disputes arising in respect of the agreement, including any perceived breaches of the agreement.
- o) Provision for the suspension and/or termination of the agreement, and contingency arrangements for students and other stakeholders in this event.

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.

The parties shall in good faith continue the feasibility studies contemplated under this Memorandum of Understanding which shall be valid for a period of five (5) calendar years commencing from the date hereof, and the parties may, by mutual agreement between them, extend the feasibility studies for any period beyond the stipulated period which they consider appropriate.

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.

This Memorandum of Understanding shall be construed as a statement of intent and is not binding on either party. Nothing in the Memorandum of Understanding shall prejudice the right of xxx from establishing similar collaborative arrangement with institutions other than OTC and not prevent OTC 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.

<p>Signed by: _____ For and behalf of: _____ Date</p> <p>In the presence of: Witness Name: _____ _____ Date</p>	<p>Signed by: _____ For and behalf of: THE OPEN TRAINING COLLEGE _____ Date</p> <p>In the presence of: Witness Name: _____ _____ Date</p>
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APPENDIX 1.2 - Indicative Content and Format of a Self-Evaluation Report (SER)

A SER will normally be expected to contain the information listed below, and to include, as agreed details of the College's Strategic Plan, a listing of existing Collaborative Partners, Annual Report and Accounts or such other information as may be deemed appropriate.

(a) Background

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

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

- The nature and scope of activities, including the full range of programme provision and/or other activities.
- Profile of student enrolment, transfer, progression, retention, graduation patterns.
- Existing strategic alliances.
- The nature and scope of collaborative provision partnerships (current, active and previous), national and international.
- The nature and scope of other collaborative partnerships, including for research and community engagement.

(c) Governance systems, Organisational Strategy, Organisational Structure

- I. St. Michael's House Board of Management – composition and functioning.
- II. Executive and Academic management structures.
- III. Strategic planning and management control processes.
- IV. Current strategic directions and initiatives.
- V. Stakeholder relationships, including external reporting.

(d) Awarding Authority

- I. The nature of awarding authority held.
- II. Relationship with relevant awarding bodies, including the nature and standing of that awarding body.
- III. Information about the recognition of any existing collaborative awards by the awarding body and/or other issues relating to collaborative provision.

- IV. A declaration of authority to enter into collaborations, and of the authority of organisation executives in this regard.

(e) Quality Assurance Policy

- I. A declaration of support for the proposed collaboration from the relevant awarding authority, if this is required.
- II. Relationship with any relevant professional bodies.

(f) Regulatory environment and quality assurance

- I. Identification of relevant regulatory agencies and of current standing with these agencies.
- II. Quality Assurance, policies and mechanisms.
- III. Specific information about any peer review mechanisms, including the role (if any) of external examiners, with particular attention to the procedures for reviewer and external examiner identification, recruitment and appointment.
- IV. Copies of reports on the outcomes of any recent external and internal quality assurance reviews and evaluations, conducted by transnational, national or regional regulatory and/or professional bodies.
- V. Specific information on any quality assurance arrangements relating particularly to collaborative provision.

(g) Student administration services and supports

- The nature, scope and resourcing of student services and supports.
- Library facilities and resources.
- ICT facilities and resources.
- The nature and scope of student extra-curricular activities, including clubs and societies.
- Sporting and other facilities.
- Staffing Profile.
- Staff numbers, categories, qualifications.
- Staff development, including resourcing.
- Information about academic staff (outline CVs including publications) likely to have direct involvement in the proposed collaborative provision.

(h) Financial performance, position and prospects

- Most recent accounts (under the terms of the non-disclosure agreement) and the last set of published accounts.
- Formal declaration of solvency.
- Formal declaration of commitment of adequate resources to the proposed partnership.
- Tax clearance certificate.

Appendix 1.3: GLOSSARY OF TERMS

Term	Definition
Award	A qualification conferred, granted or given by an awarding body and/or institution to record that a student has acquired a particular standard of knowledge, know-how skill and/or competence.
Awarding Body	An organisation that makes awards.
Award Standards	Award standards describe the learning, in terms of knowledge, skill and/or competence that is to be acquired by learners before an award may be made. The awards standards describe the learning required to pass.
Collaborative Provision	Two or more providers being involved by formal agreement in the provision of a programme or programmes of higher education and training leading to an award.
Consortium Agreement	A formal and legally binding inter-institutional agreement concluded and signed by two or more partners in respect of providing, procuring or arranging higher education programmes or other activities. It sets out the programme specific governing framework for the consortium's collaborative provision. The signing of a Collaborative Agreement is a pre-condition for collaborative provision.
Delegated Authority	Authority delegated to providers of education and training to make awards as per Sections 52 and 53 of the <i>Qualifications and Quality Assurance (Education and Training) Act 2012</i> .
Due Diligence	Undertaking enquiries about a prospective collaborative and/or transnational arrangement to inform a decision on whether to proceed or not.
Joint Award	A Joint Award should be understood as referring to a higher education qualification issued jointly by at least two or more higher education institutions or jointly by one or more higher education institutions and other awarding bodies, on the basis of a study programme developed and/or provided jointly by the higher education institutions.
QQI	QQI was established on 6 November 2012 under the <i>Qualifications and Quality Assurance (Education and Training) Act 2012</i> . It was established as an integrated agency replacing four bodies that previously existed (HETAC, FETAC, NQAI and the IUQB) and assumed, inter alia, their awarding and quality assurance responsibilities.
Proposer	The proposer is responsible for guiding a proposed partnership through the establishment and approval process, including liaison with prospective partners.

	Subsequently, the proposer will be responsible for bringing proposed collaborative provision programmes through the validation process.
Transnational provision	The provision of a programme of education, or part of a programme, in more than one country. It does not necessarily involve collaborative provision.
Validation	The process by which an awarding body will satisfy itself that a student may attain knowledge, know-how and skill, and/or competence, in taking a proposed programme, for the purpose of an award made by the awarding body.