POLICY ON COLLABORATIVE PROVISION, TRANSNATIONAL PROVISION AND JOINT AWARDS

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Preamble

Dundalk Institute of Technology (DkIT) is the largest provider of higher education in the North East Region of Ireland and is strategically positioned at the fulcrum of the Dublin-Belfast M1 Corridor. It draws its student population principally from the counties of Louth, Meath, Monaghan, Cavan and North Dublin. As a public service institution, primarily dependent upon exchequer funding, the Institute is also committed to supporting the wider economic, cultural and social objectives of the North-East region with a particular focus on its border location.

There are four Schools in the Institute: The School of Business and Humanities; the School of Engineering; the School of Informatics and Creative Arts and the School of Health and Science. The Institute enrols over 4500 students annually. In the past decade DkIT has positioned itself as one of the leading Institutes of Technology with an international reputation, whose researchers carry out research of a translational nature in its prioritised research clusters: ICT, Ageing and Health, Energy and the Environment and Creative Arts. Emerging areas of research include Humanities, Social Sciences and Entrepreneurship.

DkIT has worked with national and international partners for over three decades The Institute recognises the strategic advantages to be gained through successful collaboration and cooperation with national and international partners, whether these be academic, industrial or from the wider community. From these interactions and relationships, complementary expertise emerges which strengthens the Institute's teaching and research capability and capacity, and that of its partners, whilst at the same time, driving innovation. These benefits allow the Institute to play its role in contributing to Ireland's economic revival.

The Institute has established ERASMUS[1] partnerships with more than 60 European universities and is a leading Irish destination for international students. It currently enrols over 400 international students annually.

The Institute foresees the development of transnational co-operation in the future though negotiated articulation agreements with trusted international partners in the first instance, to allow for advanced entry to programmes delivered in Dundalk. Developments with international partners leading to collaborative delivery of programmes or the joint delivery of programmes are longer term objectives. .

The Institute's Irish and international partners and its research partners are listed in Appendices 2 and 3 respectively.

 For further details, for current collaborative agreements, see Appendix 4.

The Higher Education Authority (HEA) stated in its 2012 publication, *Towards a Future Higher Education Landscape,* [2] that collaboration at local, regional, and international level is '*key to system development.*' The strategy requires higher education institutions

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[1] ERASMUS is the EU's flagship education and training programme enabling 200 000 students to study and work abroad each year. In addition, it funds co-operation between higher education institutions across Europe. The programme not only supports students, but also professors and business staff who want to teach abroad, as well as helping university staff to receive training.

[2] Towards a Future Higher Education Landscape, HEA January 2012

to internationalise and notes that *'effective internationalisation within institutions requires the articulation of a vision, the definition of objectives and targets, leadership at senior level, engagement throughout the organisation and appropriate implementation structures. These should be set out in an institutional strategy that considers internationalisation and global engagement in the widest perspective. The nature and level of internationalisation will vary depending on the overall mission and strategic goals of each institution, but it will need to take place within a coherent strategic framework.*

Competitiveness in the international area, and capacity for global engagement, may benefit from institutional adaptations and reform. These include more flexible deployment of staff, a more diverse and internationally experienced staff cohort, more intensive use of resources, increased use of innovative forms of delivery (such as e-learning), changes to programme structures (including full semesterisation and full calendar year programmes) and increased overseas delivery of programmes (for example, in Irish-linked, or Irish administered institutions overseas).'

In line with this policy, the Institute gained approval from HETAC in 2013 to engage in collaborative provision at national and transnational level.

This document sets out the Institute's policy in relation to collaborative and transnational provision including the making of joint awards and as such is a component of the Institute's Quality Policies and Procedures as detailed at https://www.dkit.ie/registrars-office/academic-policies. It has been prepared to support the Institute's application to the Qualifications and Quality Assurance Ireland (QQI) under the terms of the Qualifications and Quality Assurance (Education and Training) Act, 2012 for delegated authority to make awards arising from collaborative provision, transnational provision or jointly with other higher education providers in Ireland or overseas. The document serves also to inform potential partners of the Institute's policy and procedures relating to:

- Collaborative Programmes;
- Transnational Programmes;
- Joint Awards.

In keeping with the UNESCO[3] *Guidelines for Quality Provision in Cross-border Higher Education*, (2005), the Institute '*is committed to the provision of high quality education and recognises its responsibility to ensure the 'social, cultural and linguistic relevance of (its) education (provision) and the standards of its qualifications, no matter where or how it is delivered.'* It is a *sine qua non* that its programmes must be delivered to a comparable standard and be subject to the same level of quality assurance, regardless of location or mode of delivery. All DkIT awards are aligned with the National Framework of Qualifications and any new awards made under the terms of this policy will be thus aligned. The Institute's policy and procedures for Quality Assurance are set against the Standards and Guidelines for Quality Assurance in Higher Education in the European Higher Education Area (ESG)[4] and are audited against these standards in quinquennial Programmatic Reviews and Institutional Reviews.

The Institute's Academic Council oversees the implementation of all QA policies and procedures and in keeping with its commitment to continual improvement agrees updates as necessary.

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[3] UNESCO Guidelines for Quality Provision in Cross-border Higher Education (2005)
[4] Standards and Guidelines for Quality Assurance in the European Higher Education Area, (2015), ENQA

The document sets out the Institute's approved formal strategy for collaborative and transnational provision including joint awards; describes the explicit quality assurance mechanisms approved by the Academic Council to ensure that academic standards and learners are protected in any agreed collaborative or transnational agreements leading to DkIT or to joint awards with other partners; outlines the programme approval processes which apply and provides a glossary of terms used in relevant procedural and regulatory documents. It is intended to form part of an information pack issued to prospective partners. The policy is informed by the *Guidelines for the Approval, Monitoring and Review of Collaborative and Transnational Provision* (IHEQN, 2012)[5]

1. Policy for Collaborative and Transnational Provision and Joint Awards

1.1 Introduction

Dundalk Institute of Technology is a publically funded body catering mainly for full-time learners on a single campus. It has a regional remit and is therefore expected to provide a range of services in the main to school leavers and mature and part-time learners from the North-East region of Ireland. Collaborative activities including those leading to joint awards allow it to extend its services both geographically and to different populations of learners, while providing an opportunity to supplement its own competencies, open new pathways for its full-time learners and exploit new revenue sources.

As a state institution, DkIT operates under legislation and is expected to respond to national priorities. Collaboration and transnational activities are driven by:

- Certain legislative expectations of an Institute of Technology;
- Agreed State policy with regard to higher education provision within its borders;
- Associated expectation by the State that the Institute will seek additional sources of funds, and
- The general expectations of an institute of higher education active in what is a global industry.

These legislative and policy drivers require the Institute to involve itself with external providers but also constrain the scope and boundaries of such activity. Additional restraints are set by DkIT itself and these are indicated in this document where necessary.

The Institute's Policy on Collaborative Provision, Transnational Provision and Joint Awards sets out the Institute's quality assurance framework to support and guide the development of collaborative programmes where awards are made by DkIT in collaboration with national or international partners; or where joint awards are made in conjunction with providers in Ireland or internationally.

[5] http://www.iheqn.ie/_fileupload/File/IHEQN_Guidelines_Collaborative_Provision_FINAL_21May13_55218605.pdf [downloaded on 01/12/2015]

1.2 Statutory Position and Legal Basis

1.2.1 Mission

The role and mission of the Institutes of Technology in Ireland are defined in the establishing legislation. The defining legislation is as follows:

- The Regional Technical Colleges Act (1992-2001)
- The Institutes of Technology Act (2006)
- The Qualifications (Education and Training) Acts (1999)
- Qualifications and Quality Assurance (Education and Training) Act, 2012.

The Regional Technical Colleges Act (1992) specified the general functions of an Institute of Technology as follows:

'to provide vocational and technical education and training for the economic, technological, scientific, commercial, industrial, social and cultural development of the State with particular reference to the region served by DkIT…[6]

In 2006 the Institutes of Technology came under the remit of the HEA under the provisions of the Institutes of Technology Act (2006). The HEA is the planning and development body for higher education in Ireland. The HEA has wide advisory powers in relation to higher education in Ireland. In addition, it has funding authority for the Irish universities and a number of designated institutions including DkIT.

Under the Qualifications and Quality Assurance (Education and Training) Act 2012, Quality and Qualifications Ireland (QQI) replaced the Higher Education Training and Awards Council (HETAC), NQAI, The Further Education and Training Awards Council (FETAC) and the Irish Universities Quality Board (IUQB) and is the designated single national agency with responsibility for quality assurance in Irish Higher Education. As such, it holds responsibility for the external quality assurance of DkIT.

See Appendix 1 for further detail in relation to governance.

1.2.2 DkIT's Role as a Public Service Institution

As a public service institution DkIT responds to demands within the region for education and training services. DkIT sees itself as a key part of the economic infrastructure of the region and as an important enabler for economic development.

When Dundalk Regional Technical College was re-designated as Dundalk Institute of Technology under the Institutes of Technology Act (2006)[7], the Institute defined its mission as follows:

'to provide the community with quality third level education and services, relevant to the economic social and cultural development of the region in the national and international context. It aims to promote personal responsibility among all its students and enhance the professionalism of all its members in a supportive, inclusive and productive environment.'[8]

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[6] http://www.irishstatutebook.ie/1992/en/act/pub/0016/print.html#sec5 [downloaded: 01/12/2015]
[7] http://www.irishstatutebook.ie/2006/en/act/pub/0025/index.html [downloaded: 01/12/2015]
[8] Dundalk Institute of Technology: Mission Statement

DkIT is committed to responding to the educational demands of school leavers and lifelong learners in its hinterland and nationally. It recognises that this is the main component of its overall agenda as an educational institution. In so doing, it actively cultivates alliances and partnerships with community, public and private sector agencies, throughout the North-East region and on a cross-border basis, around a common agenda of local and regional development.

Professor John Goddard[9] has argued that all publicly-funded higher education institutions have a civic duty to engage with the wider society at local, national and international levels. He stresses the importance of institution-wide approaches:

Engagement has to be an institution wide commitment, not confined to individual academics or projects. It has to embrace teaching as well as research, students as well as academics, and the full range of support services. All universities need to develop strategies to guide their engagement with wider society, to manage themselves accordingly and to work with external partners to gauge their success.

The National Strategy for Higher Education to 2030[10] cites Goddard and calls on higher education institutions to 'engage with the communities they serve in a more connected manner - identifying community, regional and enterprise needs and proactively responding to them'. It suggests that 'engagement with the wider community must become more firmly embedded in the mission of higher education institutions' - an ambition to be achieved through 'greater inward and outward mobility of staff and students'; between institutions and organisations in the wider community; through flexible programme provision which meets continuing professional development (CPD) needs; through accreditation of students' civic engagement activities; and through the establishment of mechanisms that foster external engagement in a range of activities, 'including programme design and revision'.

The National Strategy also calls for a strengthening of the higher education system in Ireland by the '*development of regional clusters of collaborating institutions*' (p.15). The Strategy recognises that '*critical mass can be created or enhanced through institutional cooperation and collaboration*' (Section 8.6).

The Leinster Pillar II Cluster of Dundalk Institute of Technology (DKIT), Dublin City University (DCU) Maynooth University (MU) and Athlone Institute of Technology (AIT) was established in 2013 and is strongly committed to the concept and practice of regional clustering. The four institutions (AIT, MU, DCU and DKIT) are a subcomponent of the Dublin-Leinster Pillar cluster as envisaged by the Higher Education Authority and the Department of Education and Skills. The Cluster has become known as the MEND Cluster.

1.3   Collaborative Provision

DkIT has consistently engaged with stakeholders in industry, state agencies and/or community groups within the island of Ireland. Such engagement has been of diverse character and includes partnerships with other HEIs in teaching and research collaborations. The Institute has also developed partnerships with enterprise, with

[9] Goddard, J. (2009) *Reinventing the Civic University,* Provocation 12: September 2009, NESTA, p.4. cited in the National Strategy for Higher Education to 2030, Report of the Strategy Group Section 5.5 (HEA) 2012
[10] National Strategy for Higher Education to 2030, Report of Strategy Group (2011) HEA (Section 5.3)

community groups and with providers of further education. Appendices 2, 3 & 4 detail examples of partnerships in which DkIT has participated.

The Institute has been involved in collaborations leading to the making of its own awards on a relatively limited basis to date (See Appendix 4). The Institute will collaborate with other providers of higher education in the making of collaborative and joint awards only where such conform to the functions of the Institute as set out above.

DkIT subscribes to IHEQN *Guidelines for the Approval, Monitoring and Review of Collaborative and Transnational Provision*, 2012[11] and in line with these Guidelines requires that prospective partners have:

- A formal institutional strategy for collaborative or transnational provision as appropriate, which has been approved at senior level and is periodically reviewed;
- 'In principle' support for the process to proceed from the senior management of each prospective partner for the proposal, prior to the full development of such;
- Explicit quality assurance mechanisms to ensure that the partners do not enter arrangements which may put academic standards at risk;
- A clear, shared appreciation of the specific responsibilities and risks associated with such provision;
- Clarity and transparency regarding programme approval processes and formal documentation of same;
- Clear definition of the collaborative or transnational activity and inter-institutional responsibilities, set out in formal agreement.

In some circumstances, DkIT may be the local provider of a consortium developed programme and may or may not be the lead partner. Where DkIT is the lead partner in a consortium of public service providers of higher education, it may make the award or enter into a joint awarding arrangement subject to the provisions of this policy.

In collaborations with providers or agencies other than with public providers of higher education, DkIT will, at all times, be the lead partner and provide any awards involved, subject to the provisions of this policy.

1.4   Joint Awards

QQI adopts the definition[12] of joint awards that was used by HETAC, which is consistent with the implied definition of joint awards in the 2012 Act (sections 2(1) and 50 (1)), and which closely resembles the definition of joint awards adopted by the Committee of the Convention on the Recognition of Qualifications concerning Higher Education in the European Region, in its Recommendation on the Recognition of Joint Degrees of 9 June 2004.[13] The definition set out in QP.04 (p. 4), which is endorsed by DkIT, reads:

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[11] Guidelines for the Approval, Monitoring and Review of Collaborative and Transnational Provision, (2012), IHEQN, Section A3.

[12] Sectoral Protocol for the Delegation of Authority (DA) by Quality and Qualifications Ireland (QQI) to the Institutes of Technology (IoTs) to make Joint Awards [http://www.qqi.ie/Downloads/Policy%20docs/QQI%20Policy%20No.4.pdf]

[13] https://wcd.coe.int/com.instranet.InstraServlet?command=com.instranet.CmdBlobGet&InstranetImage=320284&SecMode=1&DocId=822138&Usage=2

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'.

1.5   Principles

The following principles apply to all collaborative, transnational or joint provision of awards:

- All awards including collaborative, transnational or joint provision of awards must conform to DkIT strategy and be in keeping with its mission and with national policy objectives;
- DkIT is responsible for all activities conducted in its name;
- Institutional oversight of all provision is maintained through defined governance structures and decision making criteria as outlined in Chapter 2 below;
- DkIT undertakes to ensure that all learners receive an equivalent learning experience regardless of the type of provision and that all programme learning outcomes reach the standards defined for the award level on the National Framework of Qualifications;
- DkIT respects the human rights and dignity of its staff, students and collaborators and will have due regard for any ethical considerations which may arise through collaborative or transnational activity, including joint awards;
- All partnership agreements must clearly define academic, awarding and quality assurance responsibilities as well as the legal and financial contexts;
- DkIT will retain full control of academic quality assurance in any collaborative or transnational arrangement where it makes the award and its Quality Assurance and Policies and Procedures will apply;
- DkIT will ensure that due consideration is afforded to the academic support and pastoral care of students registered on programmes arising out of its collaborative, transnational or joint provision;
- DkIT will seek to ensure student representation on the programme boards associated with its collaborative, transnational and joint awards provision;
- DkIT will not participate in collaborative transnational programmes which are taught and assessed in languages other than English or Irish with partners from outside the EHEA;
- Where DkIT is a member of a partnership or consortium proposing a joint award, DkIT will engage only where, strict adherence to the ESG is assured[14];
- DkIT will not progress any collaborative programme, transnational programme or joint award unless it is underpinned by legal agreement and signed by authorised persons;
- DkIT undertakes to safeguard learners as far as is practicable to ensure the quality of the learning environment and the viability of the programme. Contingency plans will be articulated for all collaborative provision, to ensure that learners are protected in the event of failure by a partner or partners to carry out their obligations;

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[14] DkIT recognises that external examining is not always provided for in other jurisdictions. To ensure that academic standards are preserved and that the programme learning outcomes are achieved, the appointment of external examiners may need to be explicitly agreed, where a programme is delivered in a language other than English.

- DkIT is committed to a periodic review of its quality assurance policies, its collaborative arrangements and its collaborative programmes in accordance with its Policy for the Approval, Monitoring and Periodic Review of Programmes and Awards;

1.6 Scope of Policy incorporating Strategies at Regional, National and International level

1.6.1 Scope

The quality assurance policy and procedures set out in this document apply to all collaborative programmes involving DkIT which lead to the making of awards, including transnational awards and joint awards. Such provision may include remote delivery. This policy provides procedures and guidelines to ensure the maintenance of DkIT academic standards regardless of delivery mode.

This policy and procedures refer only to those partnerships and collaborations which lead to the making of an award jointly or in collaboration with other providers where due diligence and negotiated agreements ensure that programmes leading to these awards are consistent with the Institute's academic standards and by extension with the standards defined by Quality and Qualifications Ireland (QQI) under the terms of the Qualifications and Quality Assurance (Education and Training) Act, 2012. The policy is designed further to ensure consistency with the European Standards and Guidelines for Higher Education in the European Higher Education Area (2015) and is in keeping with in keeping with the UNESCO[15] *Guidelines for Quality Provision in Cross-border Higher Education*, (2005).

The policy applies in instances where the awarding body is DkIT or where the award is made jointly by DkIT and another awarding body, arising from the collaborative or joint development and delivery of a programme leading to such an award.

This policy refers explicitly to those collaborations which lead to the making of DkIT awards on a collaborative basis or to the making of joint awards with another provider of higher education, subject to the principles set out in 1.5 above. This policy will apply to any collaborative provision of awards arising out of:

- Collaboration with other public service providers of higher education within Ireland including collaboration arising out of the Institute's Strategic Alliance with Dublin City University (DCU) and/or through the MEND Cluster. Collaboration with private providers of higher education within Ireland, who hold QQI accredited status;
- Collaboration with ERASMUS Partners;
- Collaboration with a limited number of publically funded providers of higher education from outside the European Higher Education Area;

The above includes:

- The development and delivery of collaborative programmes leading to DkIT or Joint Awards;
- Any articulation arrangement leading to the development of a DkIT or Joint Award, including transnational articulation arrangements;

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[15] UNESCO Guidelines for Quality Provision in Cross-border Higher Education (2005)

- Collaborative provision of on-line and/or blended learning leading to a DkIT or Joint Award;
- Collaborative provision leading to a bespoke or specialised programme leading to a DkIT or Joint Award.

All partners must meet due diligence requirements set out below. See 2.3 below.

This policy addresses regional, national and international activities separately as these locales merit individual consideration and offer different opportunities and constraints.

This policy does not cover:

- Arrangements for the collaborative provision of programmes, where DkIT does not act as provider or co-provider;
- Arrangements for staff or student mobility under mobility initiatives with partner institutions, e.g. under the ERASMUS programme. [16]
- Any collaboration which does not lead to the making of awards;
- Commercial or industry liaison which does not involve programme provision;
- Research partnerships; off-site delivery of a programme leading to a DkIT award, where such programme is delivered solely by DkIT teaching staff.

This policy does not provide for the quality assurance of student placements in industry or community/voluntary organisations or in clinical placements unless such placements are incorporated into a programme provided under collaborative provision, transnational provision or joint awarding provision as defined above.

This Policy is written to comply with HETAC Policy for Collaborative programmes, Transnational programmes and Joint Awards, 2012[17]; the Sectoral Protocol for the Delegation of Authority by QQI to the Institutes of Technology to make Joint Awards,[18]and with the IHEQN Guidelines for Approval, Monitoring and Review of Collaborative and Transnational Provision[19]. The Policy should be read in conjunction with these publications, as its external reference standard.

1.6.2 Strategy for Collaborative Provision, including Joint Awards at Regional Level

Decisions on collaborative provision at regional level including joint awards must have regard to:

- The legislative functions of the Institute as set out in paragraph 1.2 above;
- Available resources;
- Conformance with the Institute development strategy and school/department development plans;

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[16] The Institute recognises however arrangements agreed under the framework of the ERASMUS programme should be reviewed with view to ensuring that these comply with this policy, where credits leading to a DkIT award are allocated to studies undertaken in the partner institution.

[17] HETAC Policy for Collaborative programmes, transnational programmes and Joint Awards, 2012

[18] Sectoral Protocol for the Delegation of Authority (DA) by Quality and Qualifications Ireland (QQI) to the Institutes of Technology (IoTs) to make Joint Awards
[http://www.qqi.ie/Downloads/Policy%20docs/QQI%20Policy%20No.4.pdf

[19] Guidelines for the Approval, Monitoring and Review of Collaborative and Transnational Provision, (2012), IHEQN,

- Impact on regional development;
- Source of demand, with priority given to demand from the State or from State-funded bodies in conformance with public policy;
- Sustainability of the collaboration in the longer term and the level of integration into existing Institute policy;
- Capacity of the proposed partner to deliver higher education programmes; Accreditation status of the proposed partner.

1.6.3. Scope of Collaborative Provision at Regional Level including Joint Awards

Collaboration provision at regional level including the provision of joint awards may take the form of:

- Local implementation of national strategies and schemes for economic and social development. These include labour market activation programmes, human capital development schemes, skills' shortages initiatives etc. While these may involve participants from the region, they must not necessarily result in economic activity within the region.
- Response to regional demands from State agencies involved in economic development and training. This includes agencies with a specific training remit such as SOLAS, Teagasc (The Irish Agriculture and Food Development Authority), Fáilte Ireland, etc. State organisations which have training and professional development capabilities as part of their establishment are also considered. This category includes for example, the Health Service Executive (HSE), and others. In some cases where DkIT has a specific specialised competency it may collaborate with such organisations on a national basis.
- Response to regional demands from cultural and voluntary organisations, if these are QQI accredited. (Where these organisations are not QQI accredited, DkIT teaching staff may deliver a programme leading to a DkIT award off-site to meet these demands, subject to capacity to adhere to DkIT academic quality policy and procedures at the off-campus location.)
- Response to regional demands for collaborations with for profit industrial and commercial organisations. Consideration of these types of demand may involve an examination of the economic needs of the region and the likely long-term effects of the collaboration.(Where these organisations are not QQI accredited, DkIT teaching staff may deliver a programme leading to a DkIT award off-site to meet these demands, subject to capacity to adhere to DkIT academic quality policy and procedures at the off-campus location.).
- Response to demands from other regional educational providers, particularly second level and further education providers (e.g. NEFHEA[20] partners). Considerations here may include collaborative provision of existing programmes in areas remote from the Institute, access initiatives to programmes at levels 7, 8 and 9, and specialist programmes where clear synergies might apply.

1.6.4. Exclusions

The Institute does not envisage responding positively to all regional requests for collaborative activity. Its decision will be rooted in the legislative framework under which it operates, its current strategic stance and the resources available to it.

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[20] North East Further and Higher Education Alliance

The following provision is excluded at regional level:

- Collaborative provision of programmes at level 5 or below;
- Collaborative provision of programmes with private for-profit higher education; institutions, where such programmes are in direct competition with DkIT provision;
- Collaborative provision with any providers who are not QQI accredited; [21]
- Any collaborative provision which fails the due diligence requirements outlined in 2.3 below;
- Any collaborative provision which excludes Institute oversight or is unlikely to meet Institute standards or adhere to Institute quality assurance policy and procedures.

1.6.5 Strategy for Collaboration with Higher Education Providers in Ireland

In its 'Landscape Document'[22]published in 2012, the HEA confirms the importance of collaboration at local, regional, national and international level from the viewpoint of structures in higher education. It notes that:

'Inter-institutional collaborations will be required across a range of activities such as programme design and provision, access, transfer and progression, research, knowledge transfer and shared support services.'(7)

It continues:

'Regional clusters will be created in a formal and systemic way to address the full range of higher education needs of a region and to advance regional development. Alliances between institutes and universities that enhance the quality and effectiveness of their activities are expected and indeed will in many instances for the nucleus of regional clusters. All higher education institutions will actively participate in regional clusters.' (7)

DkIT recognises that:

'Clusters will allow programmes of teaching and learning to be better planned and co-ordinated, resources to be used more effectively, more flexible student pathways and better progression opportunities to be put in place, and better and more co-ordinated services to enterprise and society to be provided at a regional level'.[23]

DkIT's proposal to collaborate with DCU and with partners in the MEND Cluster (See 1.2.2 above) is a direct response to the imperatives of the national strategy. This will be a significant collaboration of a long-term structural nature which will impact on learning and teaching, research, regional development and on enterprise, innovation and technology transfer.

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[21] The Institute may however enter into arrangements with non-accredited private providers, where DkIT staff delivers a programme as an outreach service on the former's premises and using their physical resources. In these circumstances, such arrangements must be explicitly approved through the programme validation process.
[22] *Towards a future Higher Education Landscape (HEA) January 2012*
[23]https://ww2.dkit.ie/staff_and_admin/celt/docs/assessment_and_learning_guidelines_for_dundalk_institute_of_technology

1.6.5.1 Scope of Collaboration with Higher Education Providers in Ireland

DkIT will collaborate with other higher education providers within Ireland in relation to the provision of awards provided that the proposed collaboration:

- Conforms with the legislative functions of the Institute discussed in paragraph 1.1 & 1.2 above;
- Conforms with the Institute development strategy and the School/Department development plans;
- Is adequately resourced and sustainable in the longer term;
- Impacts positively on regional or national development;
- Meets demand from students and employers. Demand for education and training programmes coming from the State or from State-funded bodies in conformance with public policy will be given priority;
- Meets a defined need for a particular programme, where there are insufficient resources available to allow the Institute to deliver the programme itself.

Collaborative partners will normally be public providers of higher education, but may also include:

- State agencies involved in economic development and training. This includes agencies with a specific training remit such as SOLAS, Teagasc (The Irish Agriculture and Food Development Authority), Fáilte Ireland, and others;

- State organisations which have training and professional development capabilities as part of their establishment such as An Garda Síochana, the Defence Forces, the Prison Service, the Health Service Executive (HSE), and others;

- Cultural and voluntary organisations and private-for-profit organisations from outside of the region, where DkIT has a specialised competency not available to the organisation otherwise and where there is a proven need for the programme. If such organisations are not QQI accredited, the programme may be delivered solely by DkIT staff as an outreach service on the former's premises and using their physical resources. In these circumstances, such arrangements must be explicitly approved through the programme validation process and are subject to capacity to adhere to DkIT academic quality policy and procedures at the off-campus location.

All partners must:

- Meet due diligence criteria as described in 2.3.1 below and in Appendix 7;
- Submit a Self-Evaluation Report;
- Meet Institute standards in relation to programme provision and the student experience;
- Adhere to the Institute's quality assurance policy and procedures;

In addition, any private provider entering into a collaborative arrangement with DkIT to make an award, including a joint award must have financial bonding arrangements in place for the protection of the students registered for the award.

1.6.5.2 Exclusions

DkIT will not collaborate with accredited private higher education providers where:

- Such provision competes with the existing Institute provision;
- Such provision diverts resources from core provision;
- Demand for the proposed programme/s from employers and students is unproven;
- The programme(s) can be provided by the Institute alone or in conjunction with another public service provider of higher education;
- Financial bonding arrangements are not in place;
- Due Diligence indicates an unacceptable risk level.

1.6.6 Collaboration with Regional or National Providers where these make the award

DKIT will collaborate with other providers to deliver programmes leading to their awards. In such instance, the Institute shall reference that provider's policy on collaborative provision and enter into agreements only where it can be demonstrated that the Institute can satisfy the requirements of that policy. A consortium agreement must be negotiated and agreed in advance and must have Governing Body approval. This agreement must be signed by the Chair of the Governing Body. The agreement should state:

- the objectives of the partnership;
- the rights; obligations and legal capacities of each party;
- the nature of the services to be performed by each party;
- the scope of the agreement and the relevant programme (s) and award (s) to be delivered at DkIT;
- the period of the agreement;
- the conditions under which the agreement will be reviewed and renewed or terminated;
- the entity that learners can hold legally liable for any deficiencies in the programme provision;
- any limitations on liability;
- provision of mutual indemnification;
- the place in which the agreement is legally enacted and is to be interpreted.
- In addition the agreement should:

  - identify a process for addressing disputes in respect of the agreement including any perceived breaches of the agreement and grievances by learners and involved employees;
  - detail financial arrangements, including distribution of any income arising, anticipated enrolments and fees and other costs and liabilities;
  - define the terms used in the agreement;
  - identify the regulatory framework, including matters pertaining to professional recognition, where appropriate;
  - detail arrangements for annual programme monitoring and reporting;
  - specify regulations regarding marketing and advertising, with specific reference to the responsibilities of awarding institution and DkIT in respect of publicity material;

- make provision for intellectual property rights relevant to the collaborative provision;
- reference programme and quality assurance;
- reference the monitoring arrangements in place to demonstrate that the programme is delivered in conformance with the Institute regulations and quality assurance requirements;
- define arrangements to ensure learner protection;
- identify DkIT's responsibilities in relation to the day-to-day management of programme delivery and assessment;
- define learner access to both DkIT facilities and services and to those of the partner;
- define responsibility for the continual professional development of staff involved in the delivery of the programme;
- ensure that equal respect is afforded to staff and students involved with the delivery of the programme at DkIT, as is afforded to staff and students involved with the programme at other locations.

1.7 Strategy for Transnational Collaboration

1.7.1 International collaborations

International experience and intercultural expertise have been identified as core competencies for graduates in an export-driven and innovation-based economy. The explosion in demand world-wide for higher education, and the readiness of students to migrate to better educational opportunities, has given particular impetus to the intensification of international linkages generally. DkIT seeks to formulate links with other university level institutions internationally and to maximise the opportunities for its students to access the global higher education system. DkIT encourages its students to engage in the ERASMUS programme and seeks to provide opportunities to students to undertake part of their studies in partner institutions in Europe and at other international sites.

As it goes forward, the Institute will seek to collaborate with partners who offer innovative programmes, use state of the art facilities and promote best practise in learning and teaching and in clinical and professional placements. Such collaboration can provide its students with an enhanced experience which is not available locally. The Institute will also reciprocate in those areas where DkIT excels. Research students and research groups will particularly benefit from these arrangements.

1.7.2 Strategy for Collaboration with Partners within the European Higher Education Area (EHEA)

DkIT does not currently collaborate with any international partners in the making of an award. However it has been actively involved in the ERASMUS programme for more than 20 years. The programme provides exchange opportunities within EU member states in respect of Student Mobility; Student Internships; Staff Teaching Assignments and Staff Training Assignments. DkIT has been awarded the Erasmus University Charter since its inception and the current Charter is in place until 2020. This ensures high standards of organisation of student and staff mobility. The International Office works closely with students going abroad and with in-bound students to DkIT, to make the experience for all as rewarding and positive as possible. DkIT has bi-lateral exchange agreements with partner colleges from across the EU. All partners are holders

of the Erasmus University Charter, and are drawn mainly from Universities of Applied Sciences and some Universities. DkIT has also established a number of relationships with Universities outside of Europe including higher education providers in Asia and in the US (See Appendix 2).

The Institute looks forward to the development of collaborative provision with international partners as opportunity arises subject to the provisions set out below.

1.7.2.1 Scope for Collaboration with Partners within the European Higher Education Area

DkIT will consider collaborations with publically funded or state endorsed Higher Education providers within the European Higher Education Area for the making of collaborative or joint awards. Collaboration with ERASMUS partners leading to the making of joint awards must:

- Conform with the legislative functions of the Institute discussed in paragraph 1.1 & 1.2 above;
- Conform with the Institute development strategy and the School/Department development plans;
- Contribute to the development of international experience and inter-cultural expertise among staff and students of the Institute;
- Strengthen cross-border partnerships;
- Impact positively on regional or national development, support export and innovation in the economy;
- Be adequately resourced and sustainable in the longer term;
- Safeguard the reputation of DkIT;
- Ensure that the transnational experience and outcomes and standards are comparable to those achieved on campus at DkIT;
- Ensure that European Standards and Guidelines for Quality Assurance in the European Higher Education Area apply in all partner institutions;
- Ensure that all partners meet due diligence requirements described in 2.3 below.

1.7.2.2 Exclusions

DkIT will not enter into transnational collaboration within the EHEA with private providers of higher education unless they are state accredited.

1.7.3 Strategy for Collaboration with Partners outside the European Higher Education Area

DkIT recognises that higher education in Ireland is part of an export industry. It sees the international market for undergraduate students as a valuable source of revenue both for the Institute and for the region.

While the main driver behind such collaboration is to raise revenue, the Institute is deeply conscious of the value of enhancing diversity within its staff and student body. It is anticipated that where such collaboration occurs, synergies will arise through the interaction between staff and students involved in these partnerships, which will enrich not just the programme provision, but also the skills and expertise of staff and learners alike. The Institute considers that engagement in transnational provision can also:

- Enhance the Curriculum;
- Increase opportunities for research, development and innovation;
- Enhance graduates' employability;
- Promote teacher and learner mobility;
- Broaden Experience.

In a limited number of cases DkIT will develop collaborative programmes with international partners to ensure a steady supply of international students. Where necessary, recruitment will be targeted at those areas of under-demand locally, where international recruitment ensures the continuance of valuable programmes for Irish students.

1.7.3.1 Scope for Collaboration with Partners outside the European Higher Education Area

DkIT will engage in transnational provision of awards with overseas providers outside of the European Higher Education Area to a limited extent and only where such partners are well established public or private providers with the legal authority to make their own awards. In all instances where transnational collaboration is proposed as a revenue generating exercise, a business plan must be developed and submitted to the Executive Board together with the preliminary proposal for the collaboration. The Institute will only collaborate in the making of transnational collaborative or joint awards outside of the EHEA where:

- The partner institution is entitled, competent and sufficiently well-resourced to meet the obligations involved;
- The partner institution is proven to be in good academic standing;
- The partner complies with the quality assurance framework pertaining in its jurisdiction and can comply with the ESG;
- The partner institution can demonstrate that it is in sound financial standing;
- Staffing levels are adequate to deliver the programme to the standards identified on the NFQ;
- Facilities are adequate to meet the needs of learners and are under the control of the partner institution;
- The partner institution has a stable process of student recruitment;
- Safeguards are in place to protect students and ensure that obligations are fulfilled;
- The programme (s) delivered is/are complementary to existing Institute awards.

1.7.3.2 Exclusions

DkIT will not collaborate in the making of transnational awards outside of the EHEA with:

- Private Enterprises;
- Providers of Higher Education where due diligence demonstrates an unacceptable risk level. See Due Diligence under 2.3 below and in Appendix 7.

1.8 Communication of the Policy

This policy is published on the Institute website at:

https://www.dkit.ie/registrars-office/academic-policies/collaborative-provision-transnational-provision-joint-awards

Training will be provided to staff through the Registrar's Office as part of an annual update on quality policies and procedures. Where a Department is planning a specific proposal for collaborative provision and/or joint awards, dedicated training is offered at departmental level and is designed to include prospective partners.

2. Procedures for the Establishment of Collaborative and Transnational Provision, including Joint Awards

Proposals for engagement with partners in the development of joint initiatives may originate from any number of sources: from staff members, from academic schools or departments, from stakeholders or from potential partners. They may arise from strategic partnerships or alliances with other Higher Education providers, from the emergence of common teaching or research initiatives or from staff or student mobility programmes.

However in order to ensure maximum benefit to DkIT and its partner providers, collaborative programmes (including transnational programmes) and joint awarding arrangements must be developed, governed and managed strategically and in line with Institute strategy. Therefore any planned collaboration between DkIT and any other partner; whether at regional, national or international level must be notified to the Executive Board through the appropriate Head of School or Head of Department for initial review and for authorisation to proceed.

Executive approval based on the findings of a due diligence search must be in place prior to the drafting of a Consortium Agreement or a Joint Awarding Agreement as appropriate. Governing Body approval must be in place before a Consortium Agreement or Joint Awarding Agreement is signed. All proposals for collaborative or transnational provision or joint awards must conform to the policy, principles and procedures set out in this document.

The procedures in this section for the establishment of collaborative and transnational provision (including Joint Awards), can be varied proportionally by the Registrar's Office depending on the extent of the collaborative arrangement and the relationship with the proposed partner.

2. 1   Approval Process

2.1.1   Process

There are multiple stages leading to the delivery of collaborative programmes that leads to an award, as set out in this document. An overview of the process can be seen in Figure 1 (below).

These stages are:

- Preliminary Research on Prospective Partners;
- Business Plan (required for transnational proposals);
- Executive Board Approval of proposal;
- Memorandum of Understanding;
- Due Diligence and Risk Assessment;
- Development of Consortium Agreement and, where necessary Joint Awarding Agreement ;
- Executive Board, Academic Council and Governing Body approval of Consortium Agreement / Joint Awarding Agreement;
- Signing of Consortium Agreement / Joint Awarding Agreement;
- Validation of Programmes;
- Monitoring of Programmes.

These stages generally take place sequentially although in the case of Joint Awards, discussions leading to the Joint Awarding and Consortium Agreements may happen in parallel.
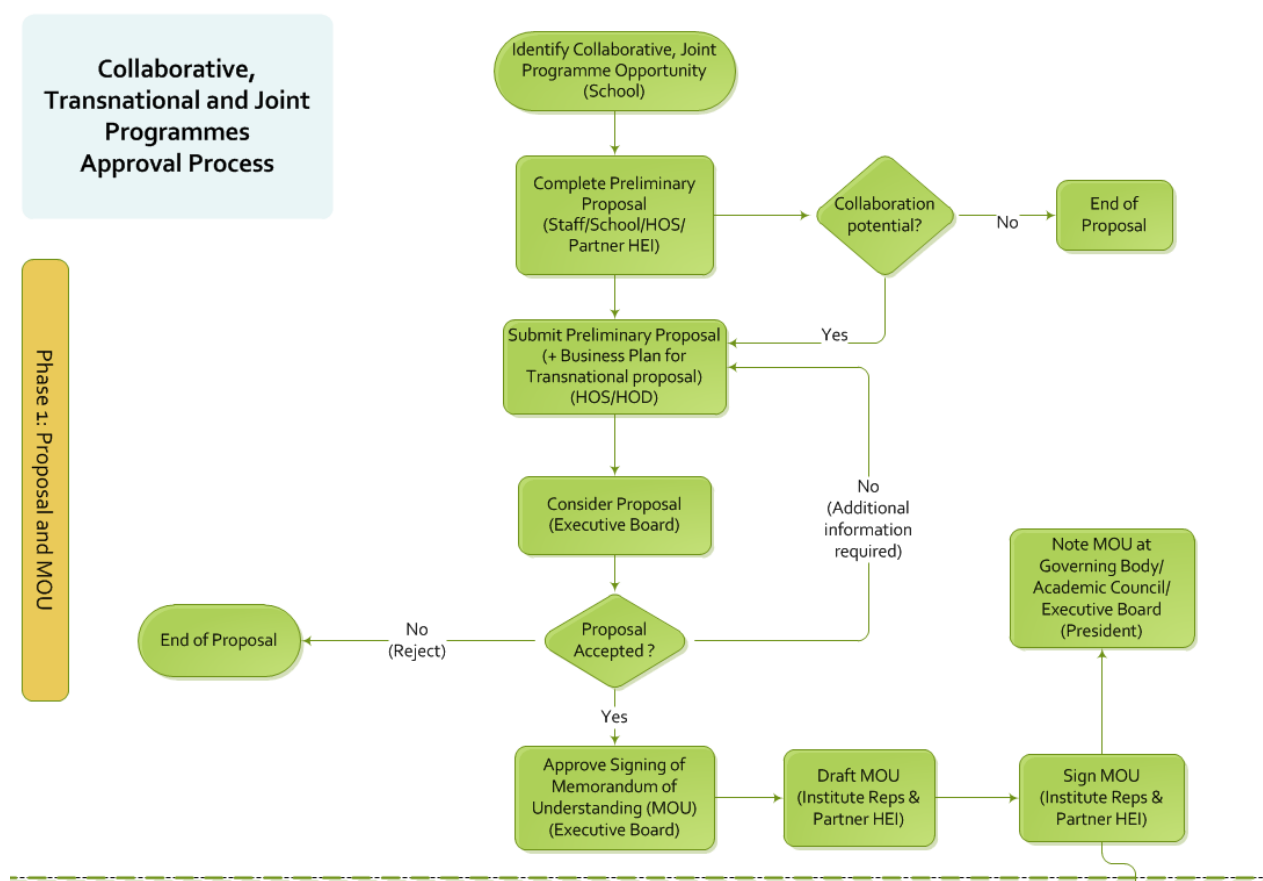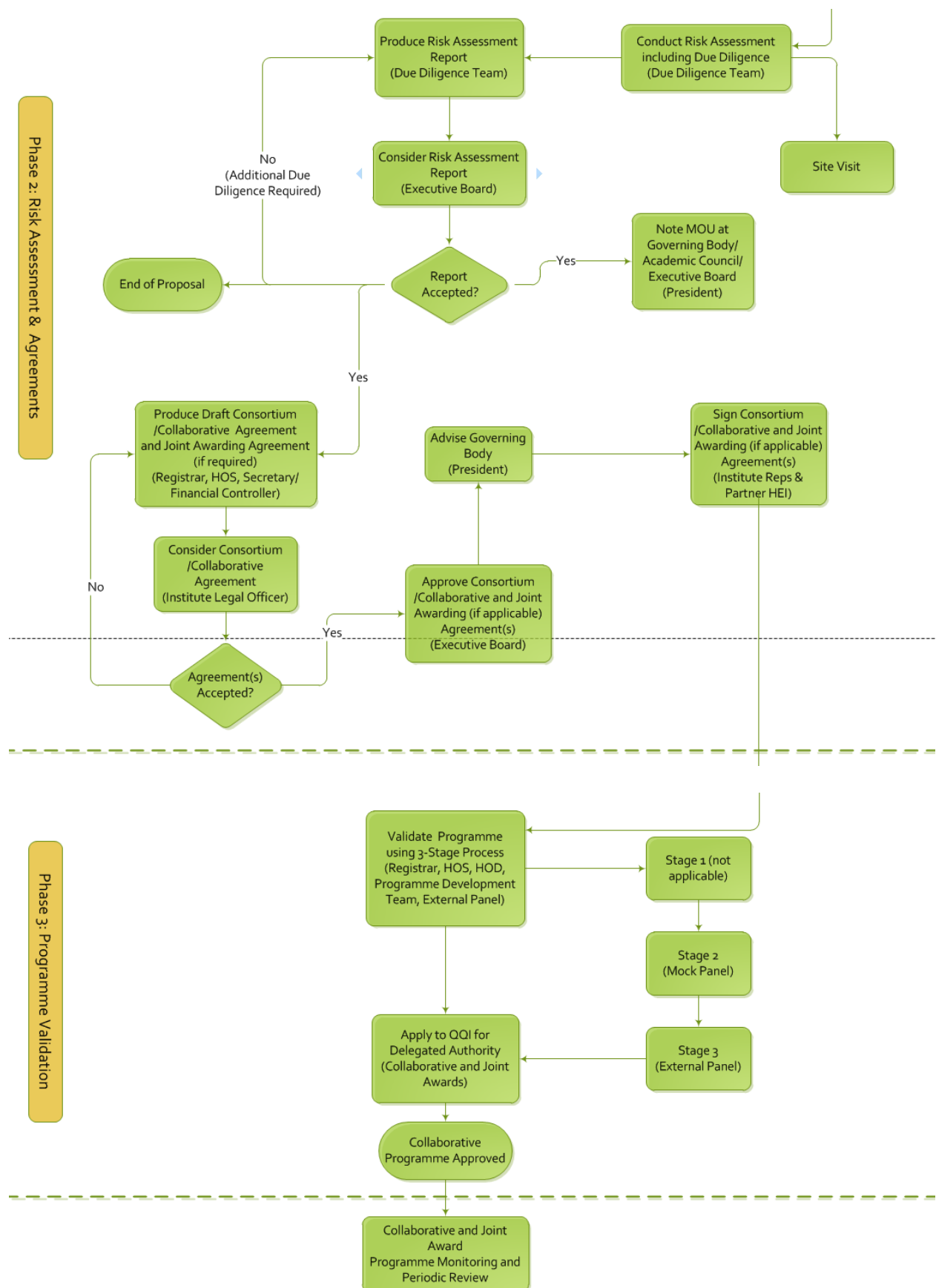
Figure 1: Collaborative, Transnational and Joint Programmes Approval Process

2.1.2 Preliminary Research on Prospective Partners

Aligning with a suitable partner is essential to the success and long-term viability of any collaborative arrangement leading to the provision of awards. It is recognised that ideas for collaborative or transnational provision may often arise informally, for example through networking activities, personal contacts, and research collaborations. Whatever the origin of the initial idea, it is paramount that the reputation of the Institute is protected and that academic standards and learners are not put at risk. Therefore any formal engagement leading towards a Memorandum of Understanding with potential collaborative partners for the provision of awards must, in the first instance, be agreed by the Executive Board.

The procedures are as follows:

A preliminary proposal (Stage 1) is submitted to the Executive Board which provides a broad written outline of the proposal to include:

- Profile of the prospective partner to include its organisational profile, legal standing, its academic status and its quality assurance credentials. (This information may be publically available for example through accreditation agency reports);
- Summary detail of the proposed collaboration;
- Rationale;
- Strategic fit with DkIT policy, goals and objectives;
- Resource implications including estimated due diligence costs;
- Negotiation and Development process with proposed timelines;
- Nature and ownership of the proposed programme and award;
- Plans for management and oversight of quality assurance, including admission, delivery, assessment and learner protection.
- Business Plan where revenue generation is the primary driver of the proposal.
- Preliminary risk assessment (see Appendix 13).

The above outline should be sufficiently detailed to allow the Executive Board to make an informed decision as to whether the proposal may proceed from this point onwards. See Appendix 5 for preliminary proposal form and Executive Board response.

During the informal discussions, DkIT staff will provide potential partners with a copy of this policy.

2.1.3 Criteria

The Executive Board takes the following criteria into consideration when reviewing this initial proposal:

- Relevance to National, European and International policies;
- Congruence with DkIT Strategy;
- The identity of the proposed partner (s) and its compliance with Institute policy on Collaborative and Transnational Provision in particular, as set out under 1.7 above;
- Compatibility with other School or Institute activities, e.g. research
- Probable demand for the programme;
- Other relevant academic, social or economic considerations (e.g. employment prospects for graduates, contribution to access agenda, community links, etc.);

- Cost (personnel, fixed assets and running costs; use of existing available resources). The Board must be satisfied that the proposed programme will be sufficiently well-resourced to enable learners to reach the intended programme learning outcomes;
- Other resource issues, e.g. space requirements, travel costs; It must be ensured that any costs incurred do not impinge negatively on existing provision;
- Additional resource requirements including costing for the due diligence required to investigate the proposed partner and possible legal arrangements with that partner to enable the programme to be developed and delivered;
- For transnational awards, the legal basis for the proposed provision and the equivalence of the learning experience and institutional supports provided through the partnership at the transnational location.

The Executive Board considers the proposal and may:

- Reject the proposal;
- Seek additional information;
- Approve the signing of a Memorandum of Understanding and order further investigation of the proposal in the form of a due diligence study and risk assessment.

The decision of the Executive Board is final in this respect.

2. 2   Memorandum of Understanding

Following Executive Board approval, a Memorandum of Understanding (MOU) shall be signed with the potential partner(s). The Memorandum of Understanding serves primarily to put in place a formal mechanism for the exchange of information between the parties for the purpose of enabling dialogue towards the establishment of the proposed programme. The Memorandum of Understanding facilitates permission for due diligence searches and risk assessment exercises. The signatory to the Memorandum of Understanding is the President of the Institute.

Institute representatives should meet with representatives of prospective collaborative partners in advance of finalising a Memorandum of Understanding. At this meeting, the quality assurance procedures for collaborative provision are presented and explained to the prospective partner. A Memorandum of Understanding is taken to be an agreement of finite duration that is established in order to facilitate explorative discussions and due diligence enquiries for the purpose of evaluating specified opportunities, costs, risks and benefits of a potential collaboration.

The Memorandum of Understanding will contain the following sections:

- Preamble and context;
- Strategic significance of the Memorandum;
- Similarities and differences in missions of partners;
- Mission, vision and key understandings of the intended collaboration;
- Indicative areas for possible future collaboration;
- Operating Principles, including specific commitments;
- Managing differences and difficulties;
- Period of the Agreement;
- Insurance;

- Assignment and Subcontracting;
- Confidentiality;
- Termination;
- Signatories.

This document establishes and verifies the shared mission and values of the respective partners and will identify the strategic benefits associated with the proposed collaboration. Identification of strategic benefits will involve outlining potential activities, including collaborative provision of programmes, where collaborative activity may take place.

2.2.1 Constraints to a Collaboration

The collaborative partners will declare in the Memorandum of Understanding any legal or other constraints to the intended collaborative activity. This will necessarily dictate the limitations to possible collaboration.

2.2.2 Regulatory and Professional Bodies

The Memorandum of Understanding will also include identification and details of any regulatory, statutory or professional body recognition that may be required for the programme.

2.2.3 Relationship between the Memorandum of Understanding and a Collaborative Agreement

The Memorandum of Understanding is a formal document which describes the framework for subsequent collaborative activity. However, a Collaborative Agreement (and other agreements as necessary) must be developed and approved before any collaborative activity occurs, since the Memorandum of Understanding does not constitute sanction to engage in collaborative activity, including programme delivery.

2.2.4 Periodic Review of Memoranda of Understanding

The Institute's portfolio of Memoranda of Understanding must be reviewed at periodic intervals (as part of annual departmental plans, and the cyclical Institutional Review process) by the Institute's Executive.

2.2.5 Schedule of Review of Individual Memoranda of Understanding

Each Memorandum of Understanding must have a review schedule, allowing a scheduled consultation with the partner(s). Those Memoranda that have not led to collaborative activity within a reasonable period of time may be set aside by agreement with the partner(s).

2.2.6 Signatories to Memoranda of Understanding

A Memorandum of Understanding will be signed by the Institute's President or his/her nominee. It is expected that signatories of the other partner(s) will hold similar authority within their organisation(s). A Memorandum is signed on behalf of the Institute in general. However, a Memorandum will identify the areas most likely to

be involved in the partnership. The Memorandum will be noted by the Institute's Academic Council, Executive Board and Governing Body.

See Appendix 6 for a template for the Memorandum of Understanding.

2. 3   Due Diligence and Risk Assessment

2.3.1   Objectives and Expertise

The Executive Board appoints a Due Diligence Team to investigate the proposed partner or partners and possible legal arrangements with the partner(s) to enable the proposed programme. Due Diligence and Risk assessment processes are intended to be sufficiently thorough to protect the Institute and the wider Higher Education sector from financial and reputational damage.

The processes require appropriate expertise in diverse areas of corporate and academic affairs. Where collaborative provision within Ireland is proposed, the Due Diligence Team will include the Registrar as Chair, the Secretary Financial Controller and the Human Resources' Manager. Where additional expertise is required, further members may be co-opted to the Due Diligence Team as required by the Executive Board.
Where necessary, the Institute will provide appropriate training to members of the Due Diligence Team, to ensure that the team has the skills necessary to examine and document evidence that a prospective partner is of good standing and that the potential collaboration(s) specified in the Memorandum of Understanding has/have a substantial chance of succeeding.

Where the Irish partner is a designated awarding body or makes its own awards under statute (Qualifications and Quality Assurance (Education and Training) Act 2012) or is an approved QQI provider, the due diligence committee may refer to Institutional Review Reports or Whole School Reports in the first instance to assist in its findings.

Where transnational provision is proposed outside of Ireland, but within the EHEA, the Due Diligence Team will include the Registrar as Chair, the Secretary Financial Controller, the Human Resources Manager and any other members approved by the Executive Board. Additionally an independent external advisor with an in-depth knowledge of the transnational location shall be appointed to the team.

Where transnational provision is proposed outside of the EHEA, due diligence shall always be conducted by appropriately qualified professionals.

The purpose of the due diligence process is to establish:

* the general and academic standing of the proposed partner(s) including the capacity of the partner(s) to fulfil the roles assigned to them in a sustainable way;
* the partner's quality assurance and quality enhancement policies, procedures and practices;
* the legal standing of the partner(s), including its standing with relevant national agencies or other licensing authorities in the transnational country;
* the financial standing of the partner(s);
* an assessment of risk.

2.3.2 Non-Disclosure Agreement

In order to undertake the due diligence enquiries in a timely manner, DkIT will enter into a legally-binding non-disclosure agreement with its prospective partners to cover all information exchanged and acquired through the due diligence process. The non-disclosure agreement will require full disclosure by all prospective partners, including the Institute itself where appropriate, of any information which is material to the potential collaboration. The non-disclosure agreement may be incorporated into the Memorandum of Understanding. See Appendix 8.

2.3.3 Due Diligence Process

DkIT requires prospective partners to submit to the Institute a self-assessment report as one element in the due diligence exercise. Equivalent documentation may suggested by the Due Diligence Team depending on its assessment of the likely risk. In the cases of public higher education or further education institutions in Ireland, for example, recent institutional review reports or equivalent will be acceptable.

2.3.4 Content of Self-Assessment Report

The Self-Assessment Report document will contain information on the following (the exact content of the document will vary according to the partner and the nature of the collaboration):

(a) Background:

- the prospective partner's history and development;
- its mission and strategy;
- its ethos and values.

(b) Range of Activities:

- the nature and extent of prospective partner's 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;
- its student enrolment, progression and retention data, where appropriate;
- the nature and extent of its existing relationships with other institutions;
- a list of the partner's current and past collaborations with other bodies and, where available, an assessment of each.

(c) Quality Assurance (Internal focus):

The self-assessment report will demonstrate how the prospective provider provides for the following:

- 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 most recent external and internal Quality Assurance review reports. The prospective partners strategy, policy and quality assurance arrangements must meet ESG requirements;
- validation, monitoring and periodic review of the programmes and awards;

- practice and procedures in relation to access to and progression from their academic programmes;
- specific, published 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 and the tenure of their appointment. The relevant procedures will be consistent with the Institute's Quality Assurance processes.

(d) Quality Assurance (External focus):

- 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 (external reports are included as part of this submission);
- the proposed programme, delivered collaboratively will, where relevant, be recognised in the partner's jurisdiction;
- specific information on derogations from the partner's quality assurance arrangements where such is necessary to support the proposed collaborative provision.

(e) Awarding Authority:

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

(f) Staff:

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

(g) Financial Information:

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

Further advice, guidelines and a summary of indicative areas to be covered by due diligence and risk assessment are provided in Appendix 2 of the IHEQN document 'Guidelines for the Approval, Monitoring and Review of Collaborative and Transnational Provision'.

2.3.5 Peer Review of the Self-Assessment Report

The self-assessment report submitted by a prospective partner will demonstrate evidence of having been subjected to peer review (for examples, by a national or international quality assurance body) and will have regard to the criteria QQI has established for the consideration of an application to become a registered provider[24]. 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). The full specification for the self-assessment report, including the evaluation criteria will be agreed between DkIT and the partner.

2.3.6 Review of the Self-Assessment Report by the Institute

The self-assessment report is submitted to the Due Diligence Team who will receive the document on behalf of the Institute and will co-ordinate its review. This review will form part of the team's final report to the Institute's Executive Board.

2.3.7 Additional Due Diligence

DkIT will reserve the right to conduct further reviews of the partner's claims as it deems necessary. These may involve recruitment by DkIT of a third party to conduct a review of the prospective partner. Further review may 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 intended commitments as part of collaborative venture. 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 / or professional expertise. Furthermore, in some contexts, financial due diligence may include gathering information from rating and credit control agencies and banks and banking authorities.

2.3.8 Site Visit

The submission of review documentation will be followed by a site visit by members of the Institute's appointed due diligence team. The site visit will seek to confirm the detail included in the submission from the partner. The site visit will involve meetings with senior members and relevant academic staff of the partner institution, and such other parties as are deemed necessary by the review committee. The learning environment will also be inspected to verify the details of the submission. The site visit team will prepare a report on the site visit, to be included in their Evaluation Report to support the content of the self-assessment report, or suggest additional due diligence steps. For a positive outcome, the review committee must determine that the proposed provider is capable of providing the intended programme or portion thereof by virtue of its quality assurance procedures, staff (qualifications, experience and continuing professional development), facilities (capacity and technical features), student support services, geographical location and legal standing.

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[24] In the case of Irish providers, this refers to Institutional Review or Whole School Evaluations.

2.3.9 Risk Assessment

2.3.9.1 Exposure to Risk

Exposure of DkIT to risk varies according to the nature and scope of the proposed collaboration. The review committee will consider the nature of the relationship between DkIT and the partner(s) in any proposed collaboration, and how the proposed collaboration may affect or influence the reputation, strategic position, and the quality assurance provisions for programme provision by the Institute. Risk assessment will recognise the differing risks associated with collaboration with national and transnational, private sector and state bodies, including considerations such as staff qualifications, programme delivery and assessment, external moderation, and students support services.

2.3.9.2 Risk Assessment

The risk assessment is carried out by the Due Diligence Team. Risk Assessment will be based on the content of the self-evaluation report and the due diligence process. The Risk Assessment must identify potential risks and mitigating plans, where possible. The Risk Assessment will also ensure that contingency plans are in place, or can be put in place, 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.

2.3.9.3 Cost Analysis

The Institute shall carry out a cost analysis of the provision of the programme. The cost analysis will include cost of the Institute's commitment as described in the proposed collaborative arrangement and the likely liability should it be required to deliver the entire programme alone. The Institute's Executive will make the ultimate decision and has subsequent responsibility for determining the Institute's willingness to proceed following consideration of the assessment of likely risks.

2.3.9.4 DkIT Disclosure

In its turn, the Institute must disclose to prospective partners all relevant information, to enable these partners to conduct due diligence in relation to DkIT. This includes

An organisation summary, which will provide prospective partners with information on:

- Organisation;
- Legal Status;
- Awarding Authority;
- Education Provision;
- Quality Assurance;
- Financial Standing;
- External Quality Assurance and Legal Obligations;
- Strategy in relation to Collaborative and Transnational Provision and Joint Awards;

- Policy and Procedures in relation to Collaborative and Transnational Provision and Joint Awards.

2.3.9.5 Due Diligence Report

The due diligence team shall compile a report for the consideration of the Executive Board and the Academic Council. The report shall include various layers of information, some of which may be subject to a non-disclosure agreement as appropriate. In line with the IHEQN *Draft Guidelines for Collaborative and Transnational Provision,* (2012), the report shall address the following headings:

- General and Academic;
- Quality Assurance;
- Legal Standing;
- Financial Standing;
- Risk Assessment.

See Appendix 7 for a Due Diligence Checklist.

2.4 Decision by Executive Board

The Executive Board shall consider the proposal in detail in light of the information provided in the due diligence report and risk assessment to establish whether the potential partner has:

- An established strategy for collaborative / transnational provision (including joint awards, if relevant);
- Robust quality assurance enhancement policies and procedures for higher education equivalent to or in line with the ESG; Established quality assurance and enhancement policies and procedures for collaborative / transnational provision (including joint awards, if relevant);
- The legal rights and authority to enter into collaborative / transnational provision (including joint awards, if relevant);
- Audited public accounts for the previous three years which demonstrate financial stability;
- The commitment of its senior executive to the partnership.

Other matters will also be considered where available, for example, the partner's track record in similar collaborations, information available from embassy contacts (where relevant), existing or previous educational partners, etc.

The Executive Board may approve the progression of the proposal where it is satisfied that the proposed partnership:

- complies with DkIT Strategy;
- complies with DkIT Policy on Collaborative and Transnational Provision;
- is likely to enhance the reputation of the Institute;
- is based on a sound legal and financial footing;
- is sustainable and guarantees an equivalent learning experience to all learners regardless of location;
- contingencies may be put in place to offset any potential risk.

Where the Executive Board does not approve the progression of the proposal at this point, the proposal is terminated.

Where the Executive Board approves the progression of the proposal, it will require the proposer (s) to establish a programme development team and to commence discussions with the proposed partner(s) on a consortium/ collaborative agreement (legal draft agreement) to govern the collaborative provision envisaged. The President shall report to the Governing Body on its decision to allow for progression of the proposal.

See Figure 1 above for an overview of the process for the development of Collaborative Provision of academic programmes, and Sections 2.5, 2.6 and 2.7 below.

2.5   Collaborative Agreement

2.5.1   Notice of Development

Following the completion of all due diligence exercises and other documentation as set out above, the Head of the School proposing the collaboration will request Executive Board approval of the intention to develop a collaborative agreement, and in the case of a joint award, a corresponding Joint Awarding Agreement.

2.5.2   Development of the Collaborative Agreement

Following the signing of a Memorandum of Understanding, the Head of the proposing School supported by the Vice President for Academic Affairs and Registrar and the Secretary Financial Controller will work with all partner(s) to the prospective collaboration to jointly develop a Collaborative Agreement. The purpose of the Collaborative Agreement is to describe the proposal and to set out the roles and responsibilities of each party regarding the provision of the programme(s) with particular regard to the Institute's quality assurance procedures, which have been approved by QQI. In the case of Joint Awards, a Joint Awarding Agreement (See Section 2.7 below) may be negotiated in tandem with the negotiation on the Collaborative Agreement, and should be agreed before the Collaborative Agreement can be finalised.

2.5.3   Consultative Process

Where intention to develop a Collaborative agreement has been approved by the Executive Board the Head of the proposing School or nominated member of the Institute Executive will coordinate a consultative process with relevant heads of department, academic staff and other staff on the development of the Institute's commitments to the Collaborative Agreement. Collaborative Agreements will require Institute Executive approval before they may be activated, in addition to any approval relating to programme delivery by Academic Council, and in the case of transnational provision, approval from QQI as necessary.

The consultative process will include meetings with representatives from collaborative partners, once a suitable draft of the agreement has been prepared. Partners should agree to the content of the Consortium Agreement before it is presented for formal approval by the Executive Board and Academic Council.

2.5.4. Approval

Collaborative provision of programmes by National and Transnational consortia, and the provision of programmes leading to joint awards will require reference to the Institute's delegated authority to make awards. The Institute's Registrar will advise QQI when a transnational Collaborative Agreement is in preparation, so as to facilitate the process of seeking QQI approval.

The Executive Board must formally approve draft collaborative agreements and joint awarding agreements and advise the Governing Body of their agreement prior to the presentation of same for signature.

2.5.5 Validation and Programme Commencement

Provision of programmes is contingent on the scope described in the Memorandum of Understanding (Section 2.2 above) and on validation (Section 3).

2.5.6 QQI Approval

QQI approval is required in all instances where DkIT intends to engage in collaborative transnational provision of programmes including programmes leading to joint awards. QQI oversight of the collaborative and joint awarding agreements is also necessary.

The delegated authority granted by QQI to DkIT permits national collaborative provision of programmes on the national framework of qualifications at levels 6, 7, 8 and taught level 9, subject to validation of programmes according to the Institute's approved quality assurance policies and procedures.

DkIT requires that a dedicated programme board is established to manage and monitor the collaborative programme in accordance with its policy on the Approval, Monitoring and Periodic Review of Programmes and Awards. DkIT reserves the right to determine when a programme may commence, as specified in the consortium agreement.

2. 6   Consortium / Collaborative Agreement[25]

The Head of School, with support from the Registrar and the Secretary/Financial Controller negotiates with the proposed partner (s) on the drafting of a legal agreement which sets out:

- the names of the partners and the designated address for communication;
- the objectives of the agreement;
- the rights; obligations and legal capacities of the parties involved;
- the authorised signatories;
- the nature of the services to be performed by each partner provider; specify the scope of the agreement and the relevant programme (s) and award (s);
- the period of the agreement;
- the conditions under which the agreement will be reviewed and renewed:

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[25] Informed by Guidelines for the Approval, Monitoring and Review of Collaborative and Transnational Provision, (2012, IHEQN)

- the entity (normally the partners) that learners can hold legally liable for any deficiencies in the provision of education and training;
- any limitations on liability and provide for mutual indemnification
- provision for the resolution of disputes arising in respect of the agreement;
- the country within which the agreement is legally enacted and is to be interpreted;
- a process for addressing disputes in respect of the agreement including any perceived breaches of the agreement and grievances by learners and involved employees;
- detailed financial arrangements;
- other costs and liabilities;
- equality/diversity/inclusively issues;
- a definition of terms used in the agreement;
- regulations regarding marketing and advertising, with specific reference to the responsibilities of awarding institution and partner organisation(s) in respect of publicity material. This to include the right of partners to monitor information about collaborative programmes produced by each other for publicity and marketing purposes, including the right to see proof materials for advertising and web pages, especially during the early stages in the establishment of a relationship.
- intellectual property rights relevant to the collaborative or transnational provision;
- arrangements in relation to agents, if applicable;
- provision for the termination or suspension of the agreement;
- details of the programme including:

  - programme curriculum, to include award standard, programme learning outcomes, prior learning and other entry requirements, programme assessment strategy, the conditions under which an award will be recommended, module intended outcomes, module assessment, suggested reading materials, language of tuition, assessment strategy, etc.
  - programme structure including detail on learning environment and mode (this may include details of curriculum elements developed and delivered by the partner);
  - programme governance and management, including annual programme monitoring and reporting;
  - staff responsibilities (academic and administrative);
  - appointment of independent external examiners and/or provision of external monitoring/input, as appropriate;

- the awarding body or bodies;
- alignment with relevant frameworks, e.g.: Irish NFQ, ESG, national accreditation/quality assurance requirements and the corresponding local Framework of Qualifications, etc. (in the context of transnational provision);
- procedures for fee payment, programme enrolment, student registration, etc.;
- other regulations (transfer, progression, discipline, appeals, complaints etc.);
- the quality assurance procedures for the collaborative provision;
- responsibilities and entitlements of students (including necessary student support services) at each of the partner provider sites and how the relevant services will be delivered;
- provision of, and access by students to staff, physical facilities and electronic resources;
- arrangements for the issue of any required documents, such as parchments, transcripts and European Skills Passport;

- the regulatory framework, including matters pertaining to professional recognition, where appropriate;
- arrangements for any formal reporting requirements between partners and to national authorities taking cognisance of data protection and freedom of information issues crossing borders;
- arrangements for the collection and maintenance of the information required by external quality assurance agencies,[26] accreditation and/or licensing authorities as may be required

Appendix 9 provides a template for such an agreement. All agreements must be scrutinised by the Institute's legal officer before a final draft is agreed with the partner (s). The final draft must be approved by the Executive Board, the Academic Council and the Governing Body prior to signature.

2.7 Joint Awards and Joint Awarding Agreements

2.7.1 Joint Award

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."

2.7.2 General Principles

Where it is intended that a joint award will issue from the collaboration, this will be signalled at the Memorandum of Understanding stage. The Head of School with responsibility for the collaboration will inform the Executive Board that a joint award is proposed. The Registrar and the Head of the Proposing School will enter into discussions with the prospective partner and the partner's awarding body in relation to the development of a Joint Awarding Agreement.

2.7.3 Validation of Joint Award

The validation of any proposed joint award is dependent on the establishment of the Joint Awarding Agreement between the awarding bodies. Where this is agreed, DkIT and the Collaborative partner(s) may proceed to develop a Collaborative Agreement. The Joint Awarding Agreement will relate closely to the Collaborative Agreement and will be referenced in the Collaborative Agreement. The Joint Awarding Agreement will set out the arrangements for validation; the Collaborative Agreement will describe the basis on which the validation process can commence.

2.7.4 Award Standards

The Joint Awarding Agreement will specify:

- the Award Standards:
- the validation procedures that apply,

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[26] The establishment of mutual accreditation agreements between relevant quality assurance agencies may facilitate such recognition

- 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 relevant quality assurance responsibilities;
- the mutual recognition of quality assurance processes by the partners;
- the steps to be taken to secure recognition of the award;
- the provisions for mutual indemnification, dispute resolution and will specify legal jurisdiction.

2.7.5 Programmes

The Joint Awarding Agreement will clearly identify 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 school, department or other unit involved, etc.).

2.7.6 Award's Standards

The Joint Awarding Agreement will determine the means by which the award's standards are agreed and maintained. Accordingly, the Agreement will indicate the standard of knowledge, skills and competence to be attained by the learner while pursuing the listed programme(s) before an award can be made. The Joint Awarding Agreement will make reference to all relevant national qualifications frameworks and any other relevant international agreements on the award qualification. The position in the Irish National Framework of Qualification of the award sought must be identified.

2.7.7 Programme-level Arrangements

The Joint Awarding Agreement will indicate that the programmes covered by the agreement are subject to validation and re-validation (if appropriate) through a specified validation process and schedule. 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 any aspect of programme provision.

2.7.8 Monitoring and Review

Processes and procedures for the on-going monitoring and review of the programme will be described in the Joint Awarding Agreement. These processes and procedures will reflect the particular nature of the proposed collaborative provision and will be jointly agreed. The Joint Awarding Agreement will contain detailed information on Monitoring and Review of the proposed collaborative provision as followings:

- Format, process and criteria for an annual review of the programme;
- Format, process and criteria for the periodic ("Programmatic") review of the programme;
- Composition of review board(s);
- Procedures and criteria for the revalidation (or revocation of validation) of the programme.

2.7.9 The Award

Details on the arrangements for the making of awards will be given in the Joint Awarding Agreement. This will include details on aspects such as the assignment of credit to the programme, the format of the award parchment, the conferring process and procedure, the issuing of the European Diploma Supplement, and the permanent and secure archiving of records concerning graduates and the awards each has received.

See Appendix 10 for Protocols in relation to the (1) administration and governance of shared academic activities and (2) student data exchange for joint academic activities as agreed by the MEND Cluster and approved in principle by the DkIT Academic Council for collaborative and joint awarding provision.

2.7.9 Mutual Recognition of QA Procedures

The Joint Awarding Agreement will affirm the mutual recognition of each collaborative partner's quality assurance procedures by the other partners. Each partner's quality assurance procedures will fully reflect and provide for the quality assurance of the collaborative nature of the proposed programme(s).

2.7.10 Dispute Resolution

T h e Joint Awarding Agreement will contain information on mutual indemnification, information on the resolution of disputes that may arise, definition of the application of the agreement in terms of the jurisdictions to which the Agreement applies.

2.7.11 Duration of Agreement

The Joint Awarding Agreement will specify the time over which it applies, and will provide for the review, amendment and termination of the Agreement.

3. Approval, Monitoring and Periodic Review of Collaborative and Transnational Programmes Leading to DkIT or Joint Awards

Once the Consortium / Collaborative agreement and (where a joint award is proposed) the Joint Awarding Agreement is/are signed, the programme development team may proceed with the validation of the proposed programme.

DkIT's policy on the Approval, Monitoring and Periodic Review of Programmes and Awards is available at: https://www.dkit.ie/registrar/academic-policies/approval-monitoring-periodic-review-programmes-awards-policy
This policy should be read in conjunction with this document and the programme approval process is the same unless otherwise stated below.

The quality assurance process for the validation of awards at DkIT is in three stages and is designed to ensure that programmes delivered by the Institute meet NFQ standards, and award type descriptors. (http://www.qqi.ie/Pages/NFQ-Standards-and-Guidelines-.aspx). . The Institute adheres to the Standards and Guidelines for Quality Assurance in

the European Higher Education Area 2015 in relation to the Design and Approval of Programmes and to QQI's Policy and Criteria for the Delegation of Authority to Institutes of Technology to make Higher Education and Training Awards (including Joint Awards). See http://www.qqi.ie/Pages/Delegated-Authority07.aspx

The Policy is designed to ensure that programmes:

- are designed with overall programme objectives that are in line with the institutional strategy and have explicit intended learning outcomes;
- are designed by involving students and other stakeholders in the work;
- benefit for external expertise and reference points;
- are designed so that they enable smooth student progression;
- define the expected student workload in ECTS;
- include well-structured placement opportunities where appropriate;
- are subject to a formal institutional approval process;
- The programme involves authentic learning opportunities to enable the
- The programme is viable;
- Procedures for the assessment of learners are consistent with QQI's *Assessment and Standards 2013* which can be found at http://www.qqi.ie/Publications/Assessment_and_Standards%20Revised%202013.pdf and the Institute's Assessment Policy as approved by the Academic Council (https://ww2.dkit.ie/celt/docs/assessment_and_learning_guidelines_for_dundalk_institute_of_technology);
- Specific needs of different modes of delivery (e.g. full time, part-time, distance-learning, e-learning) are identified and that the availability of appropriate learning resources is assured;
- Formal programme approval procedures are followed as set out in the policy;
- The progress and achievements of students is monitored;
- Regular periodic reviews of programmes occur;

The first stage in the process of validation of all DkIT programmes involves consideration by the Executive Board of the proposal for the programme. As Executive Board approval is required prior to the validation of collaborative, transnational or joint awards, Stage 1 of the validation process shall be deemed to be complete, once Executive Board approval is in place for the proposed collaboration. This process is described in Section 2 above.

Where the proposed programme leads to a DkIT award, the validation process must proceed in line with the Institute policy on the Approval, Monitoring and Periodic Review of Programmes and Awards. Where the proposed programme leads to a joint award, DkIT recognises that separate approval processes may be required to satisfy the statutory requirements in each jurisdiction.

See Figure 1 above for an overview of the approval process for all collaborative programmes including joint awards.

3.1   Validation Panel for DkIT Awards

The Institute's Policy on the Approval, Monitoring and Periodic Review of Programmes and Awards sets out the composition, duties and responsibilities of peer review panels who are tasked with recommending approval or otherwise of Institute awards. Where a

collaborative award proposed is with an Irish partner or partners, the Panel will be as applies for validation of awards delivered on campus:

Each Panel will have a Chairperson, selected for his/her respected status, knowledge of Irish higher education and policy, and experience of programme design and evaluation in the higher education and training sector.

Panel members will be selected to ensure that in addition to discipline specific expertise, the panel encompasses expertise in areas such as: quality assurance, programme validation/review and issues relating to teaching methodologies, assessment and learner support mechanisms and to include persons who are able to make national and, where appropriate international comparisons. Panels may also include members who represent industry or the professions and /or broader stakeholders nationally or from within the Institute's region.

Where a transnational award is proposed, the peer review Panel must include at least one member from the country where the programme is to be delivered, who is an expert on higher education. This may as appropriate be a representative from that country's National Agency or otherwise a senior academic with experience in academic quality assurance, who is independent of the partner institution.

3.2   Approval Process

Where DkIT makes the award, it shall organise the arrangements including the selection and payment of the external peer review panel. DkIT will collate and distribute the programme documentation and copies of the Consortium Agreement (and Joint Awarding Agreement where appropriate) to the Panel at least fourteen days in advance of the site visit. The approval process shall be conducted in accordance with DkIT's Policy on the Approval Monitoring and Periodic Review of Programmes and Awards.

The programme development team which meets the Panel during the site visit must include representatives from the collaborating partners.

In the case of a transnational programme, QQI may appoint the Validation Panel and the site visit will take place in the country in which the award is to be delivered.   `

The Panel will consider all the documentation with particular reference to curriculum, learning outcomes and standards, assessment, entry requirements, progression, resources including both staff and infrastructure, student supports, governance, day to day management of the programme and any other relevant matters before agreeing to approve the award.

The Panel will agree a written report for submission to the Academic Council and may make one of the following recommendations:

(a) that the programme be validated;
(b) that the programme be validated subject to a number of recommendations and /or conditions;
(c) that the programme be redesigned and resubmitted to the same Panel after further developmental work;
(d) that the programme should not be validated at this time.

3.3   Validation of Joint Awards

The validation of joint awards must take cognisance of the programme approval policies and procedures in each partner institution. It is recognised that the fundamental processes of programme approval are likely to be the same, but procedures may vary considerably.

Some programmes may require approval by other agencies or statutory or regulatory bodies. In all cases however, the validation process must meet the ESG; the award must be mapped to the equivalent award on the National Framework of Qualifications and the award standards aligned with discipline specific standards published by QQI; the programme must be approved through a peer review process, drawing on expertise from higher education, and other stakeholders such as industry, the professions and the community; approval must involve a site visit to the location or locations at which the programme will be delivered.

The Institute undertakes to provide whatever documentation or assistance is required by the other awarding institution(s) and the validation panel.

3.4   Academic Council Ratification

All programmes developed and approved under this policy must be ratified by the Academic Council before students are enrolled. See Schedule 1, Appendix 9 for the documentation/information required for collaborative/transnational programme (including joint awards) approval.

3.5   Annual Monitoring of Programmes

Programmes validated under this policy will be monitored and evaluated on an annual basis in compliance with Institute procedures for the monitoring and evaluation of all programmes. Compliance of such programmes with this policy will be monitored and evaluated as an integral part of these annual reviews and the efficacy of the policy itself will also be evaluated as part of the process. Where DkIT makes the award, this is an internal process carried out by the relevant Programme Board who reports annually to the Institute's Academic Council. In the case of collaborative provision, transnational provision and joint awards, the programme board shall be constituted by staff from participating institutions and shall be co-chaired by the Head of School of DkIT and his/her opposite number in the partner institution. An annual monitoring report shall be made by the Programme Board to the joint academic board, where such is established (See 3.5.2 below) and to the Academic Council at DkIT. All programmes are subject to quin-quennial external peer review in the 'Programmatic Review Process', which takes place separately for each School in the Institute. The Institute's Quality Policy and Procedures are audited and evaluated by external peer review as part of periodic Institutional Reviews carried out by Quality and Qualifications Ireland (QQI).

In any collaborative provision of awards, where DkIT is the awarding body, at least one member of the Institute staff must have day to day oversight of the programme. This staff member will be at Head of Department level. The Head of Department shall visit the partner institution at least once each semester and report to the Registrar on the programme following each visit. The Institute's Academic Council through the Head of Department and Programme Board retains full responsibility for adherence to standards and quality assurance procedures.

3.5.1 Programme Boards

The quality management of all DkIT programmes is the responsibility of the Programme Boards. The Programme Board advises the Academic Council and the Head of School/ Department/Section on issues relating to the quality management of the programme. See Appendix 12 for the role and responsibilities of Programme Boards.

Where DkIT makes the award arising out of a collaborative or transnational agreement, it must ensure that the partner organisation has in place appropriate procedures to enable it to provide, as a minimum, an annual report to the Academic Council at DkIT, to be submitted no later than 1st November of each year, and in the format agreed by the Academic Council. See Schedule 2, Appendix 9 (Programme Board Report Form). This procedure must be specified in the formal institutional or programme agreement.

The Programme Board Report will be considered and approved by the joint programme management committee or equivalent body as appropriate for each programme developed and delivered under this policy. Within DkIT, each Programme Board Report shall be submitted to the Registrar, who shall forward these to the Quality Sub-Committee of the Academic Council for its consideration. The Quality Sub-Committee shall consider all reports individually and identify issues of concern and or good practice to the Academic Council at the December meeting of the Council. The Academic Council shall consider the Programme Board Reports with particular reference to the collaborative/transnational arrangements and shall as necessary, identify issues specific to particular partner organisations, individual programmes, or indeed, countries.

3.5.2 Joint Programme Management Board

In the case of joint awards, a **Joint Programme Management Board** shall be established by the relevant Academic Councils/Academic Boards. It is desirable that the relevant Academic Councils/Academic Boards establish a **Joint Academic Board** but such is subject to negotiation and any decision thereto shall be referenced in the Collaborative Agreement.

The Joint Programme Management Board shall be responsible for the academic management of the programmes leading to joint award(s). Consistent with an approved common set of Marks and Standards, a Joint Programme Management Board may develop a specific set of programme regulations.

1) The Joint Programme Management Board will comprise such representatives of the Schools and Departments as are determined from time to time by the relevant Academic Councils/Academic Boards or Joint Academic Board, subject to maintaining representation of all parties. It will be the responsibility of the Joint Programme Management Board to ensure that agreed quality assurance processes will be implemented for all joint programmes.

2) The Joint Programme Management Board will report to the relevant Academic Councils/Academic Boards or Joint Academic Board in respect of the Programme(s) for which it is responsible.

3) The **academic leadership of joint programmes** will normally rotate on an agreed cycle between the institutions. The Chair of a Joint Programme Management Board shall be drawn from the academic lead institution with Deputy Chairs in the institution(s) that do not hold the Chair. The Programme Chair and Deputy Chair(s) will be responsible for the management of academic aspects of the programme within their respective institution(s) in consultation with the relevant Joint Programme Management Board, and subject to review by the relevant Academic Councils/Academic Boards or Joint Academic Board. The Programme Chair and/or Deputy Chair(s) will represent the Joint Programme Management Board in relevant fora within their respective institutions, in keeping with their respective policies, procedures and committee structures.

4) A **Joint Examination Board** will be established. It will consist of the Chairs and Deputy Chair(s) of each programme. It will be chaired by the Chair of the Joint Academic Board, if such has been established or if not by negotiated agreement, and it will make recommendations in respect of the academic performance of all students registered for the programme.

3.5.2.1 Modules in Joint Academic Programmes

Modules are owned and are the property of the institutions responsible for their academic development and delivery. Each institution will retain the right to use, modify and develop any content prepared for the modules. Changes to module descriptors must be consistent with the overall content and learning outcomes of the programme and are subject to approval by the Joint Programme Management Board. Each institution shall be responsible for the retention of appropriate records and data, in keeping with their respective policies and procedures in this regard. The intellectual property rights of material developed by each institution shall remain the property of the institution.

1) Where teaching and/or assessment of a module is shared between institutions but the module is accredited by a single institution, that institution shall, subject to agreement, take responsibility for co-ordinating and ensuring the effective delivery of the module.

2) Where teaching and/or assessment of a module is shared between institutions and the module is jointly accredited, one institution shall take overall lead responsibility for co-ordinating and ensuring the effective delivery of the module.

3) Modules developed by any third party shall be subject to an accreditation and quality assurance procedure as agreed by all institutions. Each institution shall be responsible for the retention of appropriate records and data in respect of these modules, in keeping with their respective policies and procedures.

4) Each institution shall be responsible for all necessary ethical approval procedures in respect of its modules and any joint modules where it has lead responsibility. In addition, a Joint Programme Management Board may put in place additional ethical approval procedures as it sees fit.

5) Where Garda vetting is required, the following procedures will apply: where a single module is involved, this will be undertaken by the institution that owns the module concerned or has lead responsibility; where multiple modules on a joint award are

involved, this will be undertaken by the administrative lead institution in the first instance, and the vetting outcomes will be reviewed on a case by case basis by the relevant academics involved, taking cognisance of any data protection issues that may be involved.

3.6   Modifications to Programmes

The Institute recognises that programmes must be dynamic and must respond to changes in the environment. Governance structures for all programmes leading to DkIT awards are such to allow for flexibility in responses to changes or challenges in both the higher education environment and the skills' needs of graduates. It is the responsibility of the Programme Board to respond to such challenges and change, subject to the approval of the Academic Council or Academic Board or (in the case of joint awards) of the Joint Academic Board, where such is established.

Annual monitoring and/or periodic programmatic review may generate proposals to modify the programme. Where change is proposed, all parties are involved in the discussion, including learners, who must be informed and consulted. This will occur through programme board representation. Dates for the 'phasing in' of any agreed modifications must be agreed with all parties.   Any such proposed modifications require the approval of the Academic Council at DkIT, in consultation with the partner institution(s).

Changes to programmes are published in the programme handbook which is available to learners at the beginning of each academic year and are also publically available through the Institute's Curriculum Management Tool (Akari Publish).

When modifications are approved, they must be formally recorded and a copy lodged with each partner institution, in order that the definitive programme documents, including the programme specification, are kept up to date.

3.7 Periodic Review of Collaborative/Transnational Programmes or Programmes Leading to Joint Awards

Periodic review or programmatic review of all programmes delivered by the Institute is mandatory under Section 28(2) of the Qualifications (Education and Training) Act, 1999 (No. 26). Section 28, Section 5 of the Qualifications and Quality Assurance (Education and Training) Act 2012 requires an evaluation of the Institute's procedures for quality assurance. A programmatic review process occurs every five years at DkIT.   It is transparent and inclusive and takes place in a mutually supportive environment.

Programmatic review provides a valuable opportunity to take stock and reflect on the continuing appropriateness of the programme(s) delivered under collaborative or transnational provision, its content, its viability, the student experience, and on the effectiveness of quality assurance arrangements. The review must also encompass the delivery of the programme at all its delivery locations.

Where a programme is delivered at an off-campus location, the review team shall undertake a visit to the collaborative partner institution or site of the transnational provision as part of the review process, to meet with staff, students and stakeholders of the partner institution and/or transnational site, including, for example, senior staff, those engaged in the teaching of the programmes(s), administrative staff and students.

The visit can also provide the opportunity to evaluate the learning resources available on site and to facilitate this, it may be appropriate for the review team to also meet with staff responsible for IT, library, careers, etc.

Periodic evaluations of programmes leading to joint awards are also required and shall take place as set out in the Consortium Agreement and shall be subject to the objectives listed under 3.7.1 below, save where additional objectives are agreed by the Joint Academic Board.

3.7.1 Objectives of Programmatic Review

The objectives of a programmatic review are to review the development of programmes over the previous five years, with particular emphasis on the achievement and improvement of educational quality. The focus is principally on the evaluation of quality and the flexibility of the programmes' responses to changing needs.

The specific objectives of a programmatic review are to:

- Analyse the effectiveness and efficiency of each validated programme, including details of learner numbers, retention rates and success rates;
- Review the development of the programmes in the context of the requirements of employers, industry, professional bodies, the Irish economy and international developments;
- Evaluate the response of the provider/school/department to market requirements and educational developments;
- Evaluate the feedback mechanisms for learners and the processes for acting on this feedback;
- Evaluate the physical facilities and resources provided for the provision of the programme(s);
- Evaluate the formal links which have been established with industry, business and the wider community in order to maintain the relevance of its programmes;
- Evaluate feedback from employers of the programmes' graduates and from those graduates;
- Review any research activities in the field of learning under review and their impact on teaching and learning;
- Evaluate projections for the following five years in the programme(s)/field of learning under review.

DkIT's processes for periodic review are available for download at:
https://www.dkit.ie/registrar/policies/programmatic-review-handbook

3.8 Termination and Duration of Agreements

Formal provisions for standard duration of agreements and for termination in certain circumstances are made within the Memorandum of Agreement (MoA). It is recommended that agreements shall be for an initial standard period of three years.

Termination of collaboration can occur at a number of stages in the process or lifecycle. Termination provisions envisage situations where there have been serious breaches of the terms of the agreement, or other circumstances that would make any continuation of the collaboration untenable.

The paramount consideration must be learner protection. Specific consideration and alternative provision must be made for their award progression in the event that a collaboration arrangement is terminated.

3.9 Withdrawal of Programmes

Despite approving and validating a programme the partner institution, through its Governing Body, may decide to refuse to commission the programme. Additionally, in reviewing the coherence of its curriculum and its strategic plan, DkIT may, from time to time, review the continuing provision of any programme that it has validated under delegated authority from QQI. If DkIT, as a result of such a review, forms the opinion that the programme(s) (including joint award programmes) are no longer fit for purpose or do not meet validation criteria, then, DkIT may decide to suspended or withdraw that programme.

In the case of joint award programmes made under a joint awarding agreement, DkIT and its joint award partner may decide not to proceed with provision. In such circumstances each party shall recommend to its respective Governing Body that provision be suspended or validation be withdrawn. Following recommendation to Governing Body, both partners shall formally notify QQI of this. In such cases DkIT, through the Vice-President for Academic Affairs and Registrar, shall communicate its decision in writing to the relevant Department/School and in the case of a joint award the equivalent post holder in the partner institution indicating the reasons for that decision with due regard to the termination period agreed in the MOA.

4. Information for Learners

Information provided to learners about collaborative/transnational programmes or programmes leading to joint awards should enable them to make informed decisions about the programme; give a clear understanding of what the programme is about and detail what academic and professional qualification the programme leads to upon completion.

The information provided must be comparable in its level of detail and specificity to that given by DkIT and its partners to 'home' students. The information should be translated for students on programmes delivered in a language other than English and published on the Institute website.

Appendix 11 provides an indicative checklist in relation to the type of information that should be provided to students:

4.1 Award Certification, Transcripts and Other Student records

Learners who successfully complete any programmes are entitled to graduate and to receive a parchment and Europass Diploma Supplement. Parchments and Europass Diploma Supplements (EDS) are issued by the awarding partner or partner(s) and must strictly adhere to the legal requirements which pertain to these documents.

Learners are furthermore entitled to examination transcripts and to access to all examination results for all semesters including marks attained for module components.

Conferring shall occur at a time and venue agreed by the participating institutions.

4.2 Public Information, Publicity and Promotional Material

Where DkIT makes the awards under this policy, or is the joint provider of an award or a collaborative partner in any arrangement leading towards the making of an award under this policy, it will ensure through dialogue and agreement with its partner(s) that any material produced by the partner institution or its agents for publicity or marketing purposes, makes proper use of DkIT's name/branding and does not contain misleading information relating to the nature of the arrangement and the programme and award concerned. The partner institutions shall share information about the use of each other's name/branding on promotional material in all media, including prospectuses, web pages and press releases, and marketing activities such as career fairs and open days. This is of particular importance in relation to the provision of information on the partner who makes the awards.

Partners shall agree the:

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

DkIT reserves the right to monitor information about collaborative programmes produced by partner organisations for publicity and marketing purposes. This right will be documented in the consortium agreement and will include the right to see proof materials for advertising and web pages, especially during the early stages in the establishment of a relationship.

DkIT will provide access to its partners in relation to the information it publishes or proposes to publish on collaborative programmes, including joint awards in its own publicity material and marketing activities.

DkIT will take due cognizance of relevant requirement under the Qualifications and Quality Assurance (Education and Training) Act 2012, for example, the Code of Practice for providers of programmes of education and training to international students in Ireland; the International Education Mark, etc.

Where relevant, any literature which is to be translated should be formally approved as stipulated in the inter-institutional agreement.

Prospective learners shall receive information relating to e.g.

- the identity of the awarding bodies; the programme's validation status;
- the award-type;
- the award and its placement in relevant qualification frameworks;
- prior learning and other entry requirements;
- recognition by regulatory, statutory or professional bodies;
- programme structure and intended programme learning outcomes;
- the regulations and assessment criteria that apply;

- the schedule of placement/study (including any overseas) periods, if applicable;
- any information that, under legislation pertaining at the time, must be provided to learners.

Appendix 1: Governance

DkIT operates under the Institutes of Technology Act 2006, and the Qualifications (Education and Training) Acts 1999. As a publically funded higher education institution, the Institute operates under the supervision of the Higher Education Authority and the Department of Education and Skills. The Institute additionally complies with all relevant legislation in the Republic of Ireland, including legislation on Health and Safety, Employment and Equality, Freedom of Information and Data Protection.

Section 6 of the Regional Technical Colleges Act, 1992 provides for the appointment by the Minister of Education and Skills of a Governing Body to the Institute. The Governing Body is collectively responsible for the management and control of the affairs and property of the Institute and for ensuring that an effective system of internal financial control is maintained and operated. It has reserved functions and is not involved in the delivery of executive functions of the Institute.

The Institute is required to operate in accordance with the principles of good governance and to comply with such guidelines and practices as deemed appropriate by the Department of Education and Skills. The Comptroller and Auditor General (C&AG) audits the financial statements of the Institute to ensure that funding granted by the State has been disbursed for the purposes for which it was granted.

The Institute's Academic Council is a statutory body with direct responsibility for academic quality. The Academic Council assists the Governing Body in the planning, co-ordination, development and overseeing of the educational work of the Institute and protects, maintains and develops the academic standards of the programmes and activities of the Institute. The President and Registrar are respectively, Chairman and Secretary of the Council.

The President is the chief officer of the Institute. Under statute, s/he manages and directs the Institute's academic, administrative, financial, personnel and other activities and has such powers as are necessary and expedient. The President is subject to any such policies as may be determined from time to time by the Governing Body and is answerable to the Governing Body for the efficient and effective management of the Institute. The President is assisted in his/her work by an Executive Board who reports to him/her and consists of the Registrar, the Secretary/Financial Controller, the Heads of School and the Head of Development. A full description of the duties of the President is set out in the Institutes of Technology Act (2006)[27] .

The Executive Board (EB) is collectively and primarily responsible for executive decisions in relation to strategy and policy implementation, including budget matters. The EB *inter alia*:

- Advises the President on matters for decision in accordance with Governing Body policy;
- Develops Institute policy and implements policies adopted by Governing Body;
- Drives the strategic direction, planning and management of the Institute;
- Agrees resource allocation;

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[27]Institutes of Technology Act (2006)
http://www.oireachtas.ie/documents/bills28/acts/2006/A2506.pdf [downloaded: 07/12/2015]

- Develops and oversees the implementation of policies which fall outside of the remit of the Academic Council;
- Implements and oversees quality assurance policies agreed by Academic Council.

The Registrar is a member of the Institute's Executive Board and works directly with the Academic Council, the Academic Planning and Management Committee, the Heads of School and Heads of Department and other academic staff in promoting the quality, relevance and development of the Institute's programmes. The Registrar reports to the President and is responsible for *inter alia:*

- Creation, retention and maintenance of data relating to the registration and examination performance of students, programme validation and content;
- The admission, registration and de-registration of students;
- The management of examinations;
- The promotion of quality assurance and liaison with accreditation bodies;
- The provision of student services: counseling, access, career guidance, health, learning and financial supports, sports and cultural activities;
- Supporting the business of the Academic Council;
- The provision of library services;
- The provision of student affairs including disciplinary matters;
- Liaison with the Student Union;
- Schools liaison and programme promotion.

The Secretary/Financial Controller reports to the President and is responsible for inter alia:

- The legal affairs of the Institute;
- Institute Health and Safety Requirements;
- Financial Management of the Institute;
- Human Resource Management;
- Estates and Facilities Management;
- General Institute Administration;
- Secretariat services to the Governing Body.

Heads of School report to the President and have a critical role to pay in promoting and implementing programme policy both at School level and through the Executive Board. The Head of School guides the academic direction of the School and:

- Assists in the development of Institute Strategy by contributing to and promoting the Institute as a center for innovation and learning and by ensuring that the Institute is well positioned to meet the current and future academic needs of students;
- Provides leadership in the School, fosters inclusive team management, acknowledging the contribution and achievements of staff;
- Drives the development and maintenance of high academic standards in programme content and delivery and implements effective quality assurance implementation, monitoring and evaluation;
- Manages staff, facilities and financial resources within the School.

Heads of Department report to the appropriate Head of School and are responsible for inter alia:

- Managing their respective Department efficiently;
- Leading and managing academic programmes within their Department;
- Advising on and implementing quality assurance policies and procedures;
- Directing and supervising the work of academic staff.

The **Institute Management and Planning Committee (IMPC)** is comprised of:

- 2 members of EB, one of whom is to be a Vice President and the other a Head of School. These members shall be nominated biannually and will alternate the role of Chair and Vice Chair on an annual basis.
- 4 Heads of Department (1 from each School) to be nominated by the Academic Heads Forum.
- 1 representative of administrative grades from Academic Schools[28].
- 1 other administrative grade.
  - Finance & Corporate Affairs
  - Academic Affairs & Registrar
  - Strategic Planning, Communications and Development

The role of the IMPC will be to deal with the following operational planning issues:

- First Year Induction
- Open Day
- Conferring
- Student Registration
- Campus wide external engagement events e.g. Careers Day, Industry Day, Community Connect
- Consultation on Academic Calendar
- Implementation of Recruitment and Admission Policies
- Other issues as they arise

Minutes of meetings of the Governing Body, the Executive Board and the Academic Council and the IMPC are published on the staff intranet and are accessible to all Institute staff.

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[28] Note the School administrative representative shall be rotated each Semester

DkIT Organisational Chart

Governing Body

Academic Council

- Standing Subcommittee
- Academic Quality Subcommittee
- Teaching & Learning Subcommittee
- Programm Evaluation Subcommittee
- Research Subcommittee
- DkIT Gradute Research Studies Board (GRSB)

President
Mr Denis Cummins

VP for Strategic Planning,Communications & Development
Ms Irene McCausland
- External Services Manager (Vacant)
- Estates Manager Mr Conor Lait
- Head of Lifelong Learning (LLL) Mr Anton Barrett

VP for Finance & Corporate Affairs
Mr Peter McGrath
- Finance Manager Ms Marie Madigan
- Human Resources Manager Mr Ger O'Driscoll
  - Freedom of Information Officer/Staff Development Ms Loretto Gaughran
- IT Strategy Mr James McCahill
- IT Operations Manager Mr Michael Denihan

VP for Academic Affairs & Registrar
Ms Ann Campbell
- Assistant Registrar Dr Brendan Ryder
- Academic Admin & Student Affairs Manager Ms Linda Murphy
- Head of Research Dr Tim McCormac
- Head Librarian Ms Ann Cleary
- School Liaison Officer Mr Diarmuid Cathal
- International Officers Ms Noreen Carney Mr Michael Stewart
- Placement Officer Ms Catherine Staunton

Head of Learning and Teaching
Dr Moira Maguire
- eLearning Co-ordinator Mr Gerry Gallagher
- Academic Development Tutor (Vacant)
- Academic Development Tutor Ms Margaret Ward

Head of School of Business & Humanities (Acting)
Dr Patricia Moriarty
- Head of Dept Business Studies Professor Colette Henry
- Head of Dept of Management & Financial Studies Mr Shane Hill
- Head of Dept of Humanities Dr David Getty
- Head of Section Hospitality Studies Ms Brianáin Erraught

Head of School of Informatics & Creative Arts Dr Gerard (Bob) McKiernan
- Head of Dept of Computing & Mathematics Prof Dr Christian Horn
- Head of Dept of Creative Arts, Media & Music Dr Adele Commins

Head of School of Engineering
Mr Eugene Roe
- Head of Dept of Electronic & Mechanical Engineering Mr Pat McCormack
- Head of Dept of the Built Environment Mr Noel McKenna
- Head of Section of Engineering Trades Mr Simon O'Neill

Head of School of Health & Science
Dr Edel Healy
- Head of Dept of Applied Sciences Dr Breda Brennan
- Head of Dept of Nursing, Midwifery and Health Studies Mr Myles Hackett
- Head of Section of Midwifery Ms Jill Atkinson
- Head of Section of Part-Time Programmes Dr Geraldine O Connor

Appendix 2 – International Partner Institutions

Austria	FH, Salzburg
	FH Joanneum, Graz
Belgium	Artesis University College, Antwerp
Brazil	Universidad Federale de Santa Catarina, Florianópolis
Bulgaria	University of National and World Economy
Czech Republic	University of Economics, Prague
Denmark	Ingeniørhøjskole Copenhagen
	Zealand Institute of Business & Technology
Estonia	Tallinn University of Technology
	Tallinn University Baltic Film & Media School
	Estonian Entrepreneurship University of Applied Sciences
Finland	Metropolia University of Applied Sciences
	Kymenlaakson University of Applied Sciences
	Satakunta University of Applied Sciences
France	IPAC Annecy
	IUT du Havre
	IUT de Montpellier-Béziers-Sète
	Université Catholique de Lyon
	France Business School
	IUT Tarbes
	Université de Caen
	Université d'Avignon
	Université de Nantes
	Université de Toulouse
	Université de La Rochelle
	Université d'Angers
	Université de Bourgogne (Dijon)
	Université d'Artois (Arras)
	Université de Limoges
	Université de Savoie (Chambery)
	Université de Lille
	ECAM Rennes
	IUT Valence
	Paris Sup'Biotech (ISBP)
Germany	Hochschule Nürtingen-Geislingen
	FH Wedel
	Westfälische Hochschule
	Technische Hochschule

	Mittelhessen
	Hochschule Heilbronn
	FH Trier-Birkenfeld
	Hochschule Emden-Leer
	Universität Hildesheim
	Hochschule
	Harz
	Hochschule Konstanz
	Hochschule Niederrhein
	Hochschule für Technik & Wirtschaft Berlin
	Universität Lüneburg
	FH Merseburg
Ireland	Ballyhaise Agricultural College
	Cavan Institute
	Dublin City University
	Monaghan Institute
Italy	Universita' delgi Studi Di Catania
Lithuania	ISM University of Management & Economics
Netherlands	Avans Hogeschool - 'sHertogenbosch
Norway	Stord/Haugesund University College
	Telemark University, Porsgrunn
Portugal	Instituto Politécnica de Sétubal
	Instituto Superior da Maia
Spain	Universidad de Extremadura
	Universidad de Léon
	Universidad Politécnica de Valencia (Gandia)
	Universidad Cardenal Herrera CEU, Valencia
	Universidad de San Pablo-CEU Madrid
	Universidad Europea de Madrid
	Universidad Europea de Valencia
	Universitad de Barcelona
Sweden	Umea University
United Kingdom	Royal Conservatoire of Scotland
	University of Worcester

Non-EU Partner Colleges

Lockhaven University of
Pennsylvania
Molloy College
New York
USA.

Appendix 3: Research Partnerships

Regulated Software Research Group (RSRG)

Key Collaborators:

National and International Academic Collaborations and Platforms

1. LERO - Lero is one of Irelands Centres for Science, Engineering and Technology (CSET) funded by Science Foundation Ireland involving an academic – industry partnership within the field of software engineering with an emphasis on Evolving Critical Systems. Lero is led by the University of Limerick (UL) with DCU, NUIG, UCD, TCD and DKIT as formal partners
2. Biomedical Diagnostics Institute, DCU
3. Optics Research Group, NUIG
4. WiSAR, LyIT
5. European Software Institute, Politecnico di Torino, IVF Goteborg
6. Griffith University, Australia
7. Federal University of Santa Catarina, Brazil
8. University of Kuopio, Finland
9. VTT, Finland
10. OpenGroup, UK
11. IEC SC62A JWG3 & ISO SC7 JWG10 & Medi SPICE standards work

Non-Academic Collaborations

1. **Boston Scientific** (time and materials contributions):

   Helped to gain an understanding of existing current state of practices for risk management and configuration management in a large medical device company. Provided them with a software process assessment. PhD student working with them to introduce agile/lean practices into medical device software development

2. **Vitalograph** (time and materials contributions):

   Helped to gain an understanding of existing current state of practices for risk management and configuration management in a smaller medical device company. Provided them with a software process assessment.

Ageing Research

Key Collaborators

National Academic Collaborations and Platforms

1. University of Ulster – The Faculty of Engineering work with DkIT on the smart home and health telematics aspects of the Nestling Project through Prof. Chris Nugent. Prof Brendan McCormack collaborates on the Teaghlach Project.

2. Dublin City University (Prof Brian MacCraith, BDI) – through point-of-care sensor technology development in relation to the Nestling project.

3. Dept. of Anthropology in NUI Maynooth; Dr Jamie Saris provides applied ethnography and the fusion of age-friendliness in the context of spatial strategy development in Ireland.

4. Royal College of Surgeons in Ireland (Prof Hannah McGee and Dr Anne Hickey, Dept of Psychology; Dr Frances Horgan, Dept of Physiotherapy); ongoing collaboration in relation to health and health services research, and co-authorship of papers on health issues of later life and the experience of ageing.

5. Clarity Centre, Dublin City University – Prof. Alan Smeaton, in relation to technologies related to ageing.

6. ICSG in NUI Galway, Prof Eamon O'Shea provides social gerontology and economic analysis supports to the Nestling Project.

7. Trinity College, Dublin (Prof Rose Ann Kenny, TCD) – the Netwell Centre is a member of the steering committee of the TILDA project (The Irish Longitudinal study on Ageing).

International Academic Collaborations

1. Gerontology Research Centre in Simon Fraser University in Vancouver, Canada: Dr Gloria Gutman, past president of the International Association of Gerontologists is a member of the Nestling Project's evaluation team.

2. University of Southampton (Prof Peter Coleman, School of Psychology); collaboration on a Masters degree funding proposal; ongoing collaboration in psychogerontological research particularly papers on attitudes to ageing and to later life.

3. Oxford Institute of Sustainable Development (Wellness in Sustainable Environments), Brookes College, Oxford Prof Elisabeth Burton and Dr Lynn Mitchell, collaborate on the environmental analysis aspects of the Nestling Project.

4. University of Swansea, Wales, Collaboration on European Research Project in relation to development of Older People services in the community.

5. University of Sterling UK, Research in relation to mental health services and dementia.

EU Framework Projects

Home Sweet Home - http://www.homesweethome-project.be/

Partners Include: Digipolis C.V.B.A. (BELGIUM), Zorgbedrijf OCMW Antwerpen Publiekrecht (BELGIUM), Thuizorg Antwerpen V.Z.W. (BELGIUM), Mutualistische Alarmcentrale EuroCross België V.Z.W. (BELGIUM), Het Ziekenhuis Netwerk Antwerpen V.Z.W. (BELGIUM), Health Information Management S.A. (BELGIUM), Christelijke Mutualiteit van het arrondisement Antwerpen (BELGIUM), Christelijk Algemeen Ziekenhuis Midden Limburg C.A.Z. V.Z.W. Sint-Franciscusziekenhius (BELGIUM), AGE - La Platforme Européenne des Personnes Agées et Retraitées (BELGIUM), Louth County Council (IRELAND), Health Service Executive HSE (IRELAND), Universita Degli Studi Di Roma La Sapienza (ITALY), Telemedicina Rizzoli S.R.L. (ITALY), Darco Servizi Società Cooperativa (ITALY), Azienda Unità Sanitaria Locale Latina (ITALY), Fundació TicSalut (SPAIN), Badalona Serveis Assistencials SA (SPAIN)

Value Ageing - http://www.valueageing.eu/

Partners include: CENTRE FOR SCIENCE, SOCIETY AND CITIZENSHIP (Italy), AUSTRIAN ACADEMY OF SCIENCES–INSTITUTE FOR TECHNOLOGY ASSESSMENT (Austria), FATRONIK (Spain), FREE UNIVERSITY OF BRUSSELS (Belguim), FRONTIDA ZOIS Ltd (Greece), INNOVA S.P.A. (Italy), *QUEEN'S UNIVERSITY OF BELFAST (UK), VEGAN SOLUTIONS SRL (Italy)*

Braid – http://www.braidproject.eu/

Partners include: Queen's University (UK), Centre for Science, Society and Citizenship (Italy), Trilateral Research & Consulting (UK), University of Tasmania, (Australia), Instituto de Desenvolvimento de Novas Tecnologias, (Portugal), Universiteit van Amsterdam, (Netherlands).

Non-Academic Collaborations

Irish Governmental / Local Authority / HSE

1. Department of Environment, Heritage and Local Government – through the Nestling Project in relation to the provision of social and affordable housing and sustainable community and neighbourhood development.

2. Louth Local Authorities (Conn Murray, County Manager) – in relation to age friendly initiative, community development, social inclusion, sheltered housing and neighbourhood improvement; talks given re the provision of social and sustainable environmentally friendly accommodation.

3. HSE and Primary Community and Continuing Care and Dundalk social services (Ann Coyle, Advisor on Older People's Services, HSE, Noel Mulvihill, National Assistant Director older people services).

4. SEAI, Sustainable Energy Authority of Ireland, Declan Meally in relation to green energy projects. Also provided grant funding for Great Northern Haven development.

5. Enterprise Ireland, ARE Programme, CASALA seed funding, innovation Vouchers and other R&D funding schemes: Funding: €2.4m+.

6. IDA, Industrial Development Authority, with regard to inward investment company presentations and visits.

International

1. Atlantic Philanthropies: Providing seed funding for establishment of Mestling Project and Netwell, and a number of related projects. Funding: €3,600,000.

2. World Health Organisation (Dr Louise Plouffe, Geneva) – co-ordinating Dundalk's activities as Ireland's participant in the WHO's age-friendly cities project.

3. Robert Bosch Healthcare's telehealth system – Telehealth Trial. Funding; In-kind. The Bosch Group is a leading global supplier of technology and services. Some 270,000 associates generated sales of 38 billion euro in the areas of automotive and industrial technology, consumer goods, and building technology in 2009. **Robert Bosch Healthcare** is a fully-owned subsidiary of the Bosch-Group providing innovative telehealth solutions.

4. European Union, in particular with regard to Framework, PEACE III and Interreg IIIC funding and future developments. Funding: €1.3m+

Smooth Muscle Research Centre (SMRC)

Key Collaborators

National Academic Collaborations and Platforms

1. National Biophotonics and Imaging Platform (NBIPI)- HEA PRTLI Cycle 4 Funded institutions within the NBIP include RCSI, DIT, UCC, NUIG, DCU, NUIM, DKIT, TCD,
2. UCD Vet School- Small animal *in vivo* studies.
3. BIOAt Structured PhD programme – HEA PRTLI Cycle 5 funded, institutions include DCU, RCSI, NUIM, AIT and ITTDublin

International Academic Collaborations

1. Prof Rod Levick St. Georges Hospital Medical School (UK); Synoviocyte physiology
2. Prof Sean Ward, The University of Nevada, (USA); Immunocytochemical methods for identifying ICC. Undergraduate Research Training.
3. Prof Mike Walsh & Prof Bill Cole, The University of Calgary (Canada); Biochemistry of smooth muscle contraction in the lower urinary tract. Undergraduate Research Training.

4. Dr Don Welsh and Dr Ed Vigmond, The University of Calgary (Canada); Mathematical modelling of spontaneous activity in urethral ICC
5. Prof Peter Winlove, Exeter University (UK); Mathematical modelling of the lymph pump.
6. Prof Peter Mortimer, Royal Marsden & St Georges Hospital (UK); Lymphoedema
7. Dr S. Ohya (U. Nagoya, Japan); Biophysical comparison of voltage-gated, delayed rectifier K+ (Kv2) channels.

National Clinical Collaborations

1. Prof Prem Puri (Our Ladys Hospital for Sick Children, Crumlin) Hirschsprungs Disease & Pyeloureteric Obstruction;
2. Dr Ian Walsh & Dr Brian Duggan (Urology, Belfast City Hospital) Electrophysiology of smooth muscle isolated from patients with overactive bladder.
3. Dr Stephen Kirk (Ulster Hospital) Lymphoedema.

Non-Academic Collaborations

1. Andor Technology (Belfast) has established an industry focused Bio-Imaging Facility in the SMRC facilities (Funding = rental cost + supply of state of the art imaging equipment)

Energy and Environment Research Cluster

Key Collaborators

National Academic Collaborations and Platforms

1. Specific research collaborations in thematic areas include the links with the Scottish Association for Marine Science in Oban, which is the lead partner on an Interreg IVA project in which CREDIT is second partner. This research activity entitled 'BioMara' is a 5 year effort aimed at assessing the viability and sustainability of bioenergy sources from the marine environment. Other partners include the University of Ulster, IT Sligo, University of Strathclyde and Questor. Other cross border applications have been made to Interreg and other funding bodies and include the University of Ulster, the University of the Highlands and Islands and Southern Regional College. CREDIT also engaged with the Centre for Alternative Technologies in Wales in the application process to a number of projects, and maintains links with them.

2. The Centre for Renewable Energy and DKIT established a Memorandum of Understanding between Queens University Belfast and Dublin City University in 2007. The Memorandum agreed that the parties would collaborate and build links and capacity in renewable energy research and would seek to further develop their partnership. The result of the MoU was the formation of the Cross Border Sustainable Energy Partnership in 2007. This partnership comprised a number of academics from each partner who meet on a monthly basis where possible, and outline ongoing and upcoming activities in each institution.

3. Linkages with other research groups include the Electric Power and Energy Systems group at Queens University Belfast, the Department of Electrical and Electronic Engineering at UCC and the Office of Theme Leaders at Dublin City University.

4. CREDIT is also a partner in the EU FP7 Marie Curie Industry Academia Partnerships and Pathways (IAPP) programme. The Mabfuel project, grant agreement no. PIAP-GA-2009-230598, is a collaboration between Ireland, Northern Ireland and Turkey to research biofuels from marine sources.

Non-Academic Collaborations

1. Through contract research, Enterprise Ireland support and commercial research the team has links or working relationships with over 20 industrial players including Airtricity, ESB International, Eirgrid, Sustainable Energy Ireland, General Electric, Irish Food Processors, Oriel Wind Farm, Atlantic Industries, ABB, Tesco Ireland, Wind Energy Direct, AirEn Services, Igen, Ferm Eng, Coolpower, Horseware, Gaeltech, Open Hydro, Vestas Celtic, Numa Engineering, H.J. Heinz, Eirecomposites, and KMC Engineering.

2. Dundalk IT through the Centre for Renewable Energy is also a member of the International Sustainable Campus Network (http://www.international-sustainable-campus-network.org/) which also includes Harvard, Stanford, Yale and is hosted by ETH Zurich. This network aims to develop the capacity of campuses to lead technically and socially in the community context. CREDIT staff gave a presentation at their 2007 conference outlining the activities on campus and how Dundalk is a leading campus in Ireland in the area of renewable integration.

3. Through CREDIT and the School of Engineering the Institute is a partner in The Dundalk 2020 project, which is led by Sustainable Energy Ireland (SEI). The primary aim of this project is to "*stimulate a paradigm shift in the use of energy within communities to more sustainable patterns".* The project is based in three selected zones across Europe, Dundalk, Modling (Austria) and Neuchatel (Switzerland).

4. CREDIT through the Erasmus staff exchange scheme built relationships with Icelandic partners in 2010, resulting in a Masters student exchange programme from October 2010 to February 2011 with the Renewable Energy School at the University of Akureyri in Iceland. Further partnerships will be developed with Icelandic partners.

Environment Research

Key Collaborators

National Academic Collaborations & National Networks

1. ITT Dublin through Centre of Applied Science for Health CASH, PRTLI Cycle 4 funded;
2. Dublin Institute of Technology, Environmental Applications of Conducting Polymers;
3. Member of the National Centre for Sensor Research (NCSR) at DCU.

International/EU Academic Collaborations

1. Prof Alan Bond, Monash University, Australia;
2. Prof Anna Proust, Université Pierre Marie Curie, France Development of Self Assembled Polyoxometallate Monolayer Systems for Sensor Applications;
3. Prof Andrea Sartorel, University of Padova, Italy "Polyoxometallates, Ionic Liquids and their environmental applications";
4. Prof Ulrich Kortz, Bremen University, Germany.

Non-Academic Collaborations

Through the European Union Framework 7 Benefit for SMEs Scheme the ERG group have established collaborative research and commercialisation partnerships with the following industrial partners; Primalec, Maidstone, UK; AARTS Plastic BV, Netherlands; Data Optics Balkans Ltd, Sofia, Bulgaria; Sensor technology Ltd, Banbury, UK; Brain Bees, Parma, Italy;

Hubbard Products, UK. In addition, the group are currently in discussions with several Irish based companies who operate within the sensor market for the future design of gas and environmental monitoring sensing systems.

Centre for Freshwater and Environmental Studies

Key Collaborators

National Academic Collaborations and National Networks

1. DCU/TCD/NUIM/RCSI/UCD/Makerere University, Uganda – HEA Irish Funded Water is Life Project led by DKIT total funding secured €1.5M
2. Marine Institute
3. Trinity College Dublin
4. Institute of Technology Sligo
5. University of Limerick
6. National University College of Ireland, Galway

International/EU Academic Collaborations

1. Queens University Belfast
2. University of Ulster
3. University of Salford
4. GLEON
5. University of Strathclyde
6. Scottish Association for Marine Science
7. University of Lund, Sweden

Non-Academic Collaborations

1. National Federation of Group Water Schemes through the National Source Protection
2. Pilot Project
3. Bord Na Mona, EI Innovation Partnership Scheme
4. Monaghan County Council
5. Teagasc, Kinsealy
6. Horseware Ireland
7. Monaghan Mushrooms Ltd.
8. Biomass Heating Solutions Limited
9. Various Mushroom growing companies throughout Ireland.
10. ESB International

Creative Arts Research Cluster

Key Collaborators

National Academic Collaborations (Music):

1. **An Foras Feasa**:

   The Institute for Research in Irish Historical and Cultural Traditions is a consortium of four partner institutions: NUI Maynooth, St Patrick's College Drumcondra, Dundalk Institute of Technology and Dublin City University. An Foras Feasa supports individual and collaborative research projects in the areas of Humanities and Technology, and represents a unique contribution of traditional knowledge and dynamic innovation. Under its 'Humanities, Technology, Innovation' project, the following project streams constitute research priorities for the period 2007-2010:

   - ICT Innovation and Digital Humanities: From Data to Metadata;
   - Multiculturalism and Multilingualism: Textual Analysis and Linguistic Change;
   - Ireland and Europe: Creating an International Data Archive;
   - Cultural Heritage, Social Capital and the Role of Interactive Digital Media.

2. **Contemporary Music Centre - Metamorphoses: the Irish Metamusic Project - Enabling Irish Music Research:**

   This is a collaborative project between the Music Departments of Dundalk Institute of Technology, St. Patrick's College Drumcondra, NUI Maynooth and the Contemporary Music Centre, Dublin (Ireland's national archive of contemporary music) under the auspices of An Foras Feasa, the Institute for Research in Irish Historical and Cultural Traditions. The project aims to enable future music research through the digitisation of the scores and audio material currently archived in the CMC in a way that is most useful for the purposes of future music research. The main outcomes are to develop a digitised archive that:

- Supports continued music research
- Creates an awareness and wider use of the archive
- Leads to a wider knowledge and performance of Irish contemporary music
- Achieves the shared aims of furthering the knowledge and understanding of the rich culture and heritage of music in Ireland

This collaborative partnership draws on the combined musicological and technical expertise of the three Music Departments and the archival and specialist expertise of the Contemporary Music Centre and will result in the creation of a powerful resource for future Music Research and a vehicle to digitally platform research on 20th and 21st century music in Ireland.

Creative Media Research Group

National and International Collaborations

1. Ongoing interest in a project entitled the 'World of Uncertainty' project. This project is nearing completion. Collaborators are from Queen's University, Belfast; Brunel, UK; and University of Cambridge, UK. Uncertainty is a big problem for decision makers: this project asks whether people can be trained through games to handle decision-making under uncertain conditions more successfully and with more confidence. The aim was to design and develop a small prototype (proof of concept) educational game that helps people learn about uncertainty, and evaluate its effects on learners.

2. Following on from an initial Enterprise Ireland Innovation funding voucher scheme, for the R&D for an Online Film Distribution & Educational Resource, an application for funding has been entered into the Cultural Technology Grant Scheme, operated by the Department of Tourism, Culture and Sport. This is to fund the creation of a pilot educational website featuring Irish audio-visual material with tailored teaching and learning material. It is in collaboration with Soilsiu Films Ltd (Donegal).

3. Individuals and pairs within the group have received research and development funding for six small projects, a number of which involve collaborations with individuals outside Dundalk Institute of Technology (specifically a film festival entitled "The Reel Africa: A celebration of Africa on film" run by S. McCann in collaboration with Irish Aid, and an Enterprise Ireland Innovation voucher project entitled "Creating an exemplar e-Learning quiz for health and safety training in the manufacturing industry" run by JJ.Quinlan & Kenneth Sloane. The latter is in collaboration with a company entitled "e-Learning Guru" (run by Darren Grant).

4. In addition, a number of student projects have spawned collaborations with organizations outside of DkIT, such as the 4th year BA (hons) in Communications in Creative Media degree 'Shadow of Setanta' project, where the students (Red Mist Productions) collaborated with the Old Drogheda Society and Millmount Museum to product a multimedia story of the Cuchulainn myths.
See http://www.youtube.com/watch?v=6TypXp91SEo

Regional Development Centre & Enterprise and Innovation Research Group

Key Collaborators

Academic Collaborations and National Platforms

1. Accelerating Campus Entrepreneurship (ACE) Initiative is a joint collaboration of Institute of Technology Blanchardstown, Cork Institute of Technology, Sligo Institute of Technology and National University of Ireland Galway led by Dundalk Institute of Technology. The Partnership has been extended to include DCU, DIT, WIT and IADT. The project is financially supported by the HEA's Strategic Innovation Fund which is funded by the Irish Government under the National Development Plan 2007-2013 with the assistance of the European Regional Development Fund, and is co-funded by its partner institutions. The aim of the ACE Initiative is to create entrepreneurial graduates by exposing non-business students to the opportunity for formal study in the subject areas of entrepreneurship and to provide practical experience in applied enterprise. A recent output of the ACE Initiative saw the creation and publication of a new book containing a range of entrepreneurship and new venture development case studies that are suitable for use in entrepreneurship education and training.

2. Principle investigator for EIRG, Dr Cecilia Hegarty is a member of Ireland's Network for Teachers and Researchers of Entrepreneurship (INTRE).

3. An Enterprise Support, the VITAL Project has been submitted and approved by the EU INTERREG IVA Programme with backing research conducted with reviews of government policy and current provision, published research, audit of a sample of SMEs/ Entrepreneurs, Consultation with state and semi-state agencies, analysis of International Best Practice in commercialisation and enterprise support. DkIT is lead partner on the project with Queens University Belfast and Dublin City University.

International Research Collaborations

1. A Creative Industries project has been submitted and approved by the EU INTERREG IVA Programme. DkIT is a full partner on this project along with University of Ulster, Adam Smith University Scotland, Screen NI and Skillset.

2. Members of the ACE project group participated in the Price-Babson Symposium for Entrepreneurship Educators (SEE) at Babson College in Boston, Massachusetts USA. The SEE programme brings entrepreneurship educators and entrepreneurs together as a means of fostering entrepreneurial growth and economic development through entrepreneurship education.

3. The 'Innovation for Competitive Enterprises' INTERREG IVA funded project, managed at the RDC has research outputs and collaborations with partner organisations of the University of Ulster, Glasgow Caledonian University and University of Glasgow.

4. The 'Success Through Succession' project, an INTERREG IVA funded project, is managed at the RDC has research outputs and collaborations with partner organisations of the University of Ulster and Glasgow Caledonian University.

5. Principle investigator for EIRG, Dr Cecilia Hegarty is a member of several subject-related networks including for example Institute for Small Business and Entrepreneurship (ISBE), European Foundation for Management Development (EFMD), whose members, In addition to academics and research scholars, comprise enterprise support personnel, practicing entrepreneurs and policy makers.

Centre for Humanities and Social Sciences

National Academic Collaborations

1. **NICENT** – The Northern Ireland Centre for Entrepreneurship is a collaboration of Northern Ireland's two Universities, the University of Ulster and Queen's University Belfast; its aim being to promote research-led entrepreneurship education within the curriculum. The Centre has worked on individual research projects and joint writing projects with academics from both institutions and, more recently, co-hosted the DIANA International Research Symposium in conjunction with NICENT.

2. **QUB Management School & Institute of Governance** – The establishment with QUB is long-standing with several journal articles and books having been co-authored by the centre and QUB personnel.

3. **INTRE** – Irish Network of Teachers and Researchers in Entrepreneurship.

4. **Trinity College Dublin** – The centre is a founding member of the Social Entrepreneurship Research Network (SERN) established by TCD.

5. **Hill of Slane Archaeological Project collaboration**: Conor Brady Principal Investigator Matthew Seaver, School of Archaeology, UCD. (national) Survey expertise from Kevin Barton, Landscape and Geophysical Services (national).

6. **INSTAR Boyne Valley Landscapes Project (2008-2010) collaborations**: Dr Stephen Davis, School of Archaeology, UCD Principal Investigator; (national)William Megarry, School of Archaeology, UCD (national); Kevin Barton, Landscape and Geophysical Services (national); Dr Helen Lewis, School of Archaeology, UCD (national); Gareth Mulrooney, School of Archaeology, UCD (national); Dr Thomas Cummins, School of Agriculture, UCD (national); Dr Loreto Guinan, Heritage Officer, Meath County Council (national); Dr Jonathan Turner, School of Geography, UCD (national); Dr Colman Gallagher, School of Geography, UCD (national); Dr Robert Meehan, Talamh Ireland (national); Prof Tony Brown, School of Geography, University of Southampton (international).

7. **INSTAR Brú na Bóinne Large-Scale Remote Sensing Project** collaborations: Conor Brady, DkIT. Principal Investigator; Kevin Barton, Landscape and Geophysical Services (national); Tom Condit, National Monuments Section, DoEHLG (national); Dr Loreto Guinan, Heritage Officer, Meath County Council (national); Dr Stephen Davis, School of Archaeology, UCD (national); Dr Jessica Smyth, School of

Archaeology, UCD (national); Dr Ian Hill, Department of Geology, University of Leicester (International); Prof. Roman Pasteka, Department of Applied and Environmental Geophysics ,Comenius University Bratislava, Slovakia (international); Fionnuala Parnell, Office of Public Works (national); Dr Stephen Mandal, CRDS. Ltd (national); Fionnuala O'Carroll, CRDS Ltd (national).

8. An Foras Feasa, headed by MUI Maynooth and including St Patricks College Drumcondra and DCU. An Foras Feasa is a centre dedicated to developing the interface between digital technologies and the humanities.

International Collaborations

1. **Babson College** –Babson provides an entrepreneurship residential programme for DKIT's Executive MBA programme
2. **EMES** – The Centre is a member of the EMES research network – the European network for research in social entrepreneurship and social enterprise.
3. **Simmons College** –The development of the research linkage with Simmons College into a potential student exchange component within the forthcoming graduate MBA programme represents a highly prestigious collaboration for DKIT that will greatly benefit students and enhance their learning experience.
4. **ISBE –** The Institute for Small Business and Entrepreneurship is the UK network of individuals and organizations driving small business and entrepreneurship research. In addition to academics and research scholars, its members comprise, enterprise support personnel, practicing entrepreneurs and policy makers.
5. **University of Ohio State –** The Centre for Entrepreneurship
6. **DIANA International Research Network**: Established in 2003 in partnership with ESBRI (Entrepreneurship and Small Business Research Institute, Sweden) the project involves leading researchers from over 20 different countries who collectively aim to provide a platform from which to develop, conduct and share a global research agenda dedicated to answering questions about women entrepreneurs and growth-oriented businesses. DkIT is the Irish representative in the DIANA International Research Network.

Centre for Humanities and Social Sciences

International Academic Collaborations:

Peace Process Layers of Meaning

Key Collaborators:

Queen Mary College University of London (Lead Researcher) DkIT Department of Humanities; Trinity College Dublin, Department of Contemporary History.

QMUL in association with DkIT and TCD has now completed a three year project on the Peace Process. Core components included the creation of a heritage interview archive [LOMOND], the delivery of oral history training to students, the stimulation of local projects, and the development of online resources relating to the Peace Process. The project has succeeded in creating community level interest in Peace Studies and in

preserving the voices and experiences of ordinary men and women. The Project has also created a future resource that will balance the narrative of 'high politics' in understanding the Peace Process. The results of the Peace Process Layers of Meaning project are now available as a free access online resource for educational institutions, political and community groups and individuals: http://www.peaceprocesshistory.org/.

Appendix 4: Existing Collaborative Provision (2015)

The Institute collaborates with Teagasc/ Ballyhaise College in the making of the following DkIT awards:

- Higher Certificate in Agriculture
- Bachelor of Science in Agriculture
- Bachelor of Science (Honours) in Sustainable Agriculture

The Institute has collaborated with Monaghan Institute in the making of the following DkIT awards from September 2015:

- Bachelor of Business Studies (Honours)
- Higher Certificate in Business Studies (Exit Award)

The Institute has arrangements with Cavan Institute and with Monaghan Institute to deliver the following DkIT award from September 2015 at these locations, subject to demand:

- Bachelor of Science in Applied Early Childhood Studies

Appendix 5: Proposal for Collaborative Provision (including Joint Awards)

Preliminary Proposal for External Collaboration

Proposal for Collaborative Provision of Programmes	
Informal Contact between member(s) of Institute Staff and other HEI Representative(s) in exploring Collaborative Projects	
Institute Staff Member	
School	
Department	

Part A: **For Completion by Head of Department or Head of School**

Please note: Responses should be sufficiently detailed to allow the Executive Board to make an informed decision as to whether the proposal may proceed.

Proposing Department	
Proposed Programme Title	
Type of Provision (*Collaborative, Transnational, Joint Award, Dual Award*)	
Proposed Partner (s)	
Profile of the prospective	

partner to include its organisational profile, legal standing, its academic status and its quality assurance credentials. *(This information may be publically available for example through accreditation agency reports)*	
Summary detail of the proposed collaboration	
Rationale for Proposal	
Strategic fit with DkIT policy, goals and objectives	
Resource implications including estimated due diligence costs	
Estimated timeline for Negotiation and Development process	
Ownership of the proposed programme and award	
Plans for management and oversight of quality assurance: **Which party will recruit students?** **Which party decides on admission?** **Where will the programme be delivered?** **What arrangements are planned for day to day oversight of quality assurance?** **How will assessment be**	

quality assured? **What contingency plans are proposed to ensure learner protection in the event of the programme discontinuing?**	

Further Exploration Recommendation	**YES** ☐	**NO** ☐

Head of School:	
Date	

Part B **For Completion by Executive Board**

The following issues should be considered by the Executive Board:

1. Is the proposal adjudged relevant to national policy?

2. Is the proposal congruent with DkIT Strategy?

3. Is the proposal compliance with Institute policy on Collaborative and Transnational Provision in particular, as set out under Section 1.7?

4. Is the proposal compatible with other School or Institute activities, e.g. research? Please comment.

5. What is the probable demand for the programme?

6. Detail any other relevant academic, social or economic considerations (e.g. employment prospects for graduates, contribution to access agenda, community links, etc.).

7. Is the Board must be satisfied that the proposed programme will be sufficiently well-resourced to enable learners to reach the intended programme learning outcomes? (Consider personnel costs, fixed assets and running costs; use of existing available resources).

8. What is the likelihood that other resource issues, e.g. space requirements, travel costs will impinge on existing provision?

9. What additional resource requirements exist? (e.g. costing for the due diligence required to investigate the proposed partner and possible legal arrangements with that partner to enable the programme to be developed and delivered).

10. In the case of transnational awards, is the legal basis for the proposed provision and the equivalence of the learning experience and institutional supports provided through the partnership at the transnational location?

Institute Executive
Institute Executive Consideration of Collaboration Project Proposal

Date(s) of Meeting(s) when Considered	

Guideline Criteria for Executive Decision in relation to Collaboration Project Proposal

Criterion	Considered
The proposal is congruent with the Institutes Strategic Plan, Mission and Vision.	
The procedures and governance structures are in place to manage the plan if approved	
The expertise is available to bring the proposal to fruition if approved	
The benefits of the proposal to the Institute are clear and sufficient	
The intended learning environment for prospective learners appears to be satisfactory	
The proposal has potential for success in terms of benefits to all stakeholders, learner support, and recognition of intended qualification, reputational enhancement, and financial benefit.	
The Institute can support ongoing engagement, monitoring and review processes over the potential lifetime of the project.	

Note(s):

The following are common reasons why collaborative provision projects fail:

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

Institute Executive Discussions, Questions and Decisions

Discussions	Summary of main points	71
Question(s) for Proposers		
Decision	a. Approved - Inform stakeholders and proceed to preliminary report stage b. Not Approved – Inform Stakeholders c. Recommendations/Conditions as listed below:	
Institute Executive Chairman:		
Date		

Appendix 6: Memorandum of Understanding for Collaborative Provision

Memorandum of Understanding
Between
Dundalk Institute of Technology
And
XXXX XXXXXX

1. Preamble and Context

This Memorandum of Understanding will govern the relationship between the Dundalk Institute of Technology (DkIT) and **XXXX XXXXXX** in relation to the collaborative provision of academic programmes for which DkIT has delegated authority, and student recruitment.

The Dundalk Institute of Technology, one of the 14 Institutes of Technology in Ireland, is established by government statute. The Dundalk Institute of Technology has delegated authority from Quality and Qualifications Ireland (QQI) to deliver taught academic programmes at NQAI levels 6, 7, 8 and 9.

XXXX XXXXX is 'an established provider of higher education undergraduate and postgraduate programmes as well as being a successful provider of a range of further education and language programmes', with **XXXXXX** approval and **XXXXXXX** accredited awards. **XXXX XXXXXX** has offered accredited undergraduate and postgraduate business programmes since **XXXX**. It has also institutional accreditation status from **XXXXX** and offers a **XXXXXXXXXXXX** in partnership with it.

XXXXX XXXXX sees its future as a provider of XXXXXX awards and to this end has strengthened its management and leadership team and committed substantial resources to underpinning its growth strategy. **XXXXX XXXXX** believes the policy environment is now particularly favourable for the expansion of private HE provision in the **XXXXX XXXXX** area and wishes to position itself for emerging opportunities.

Dundalk Institute of Technology (DkIT) regards collaborative activity as a strategic imperative and within the normal scope of operation of the Institute. This strategy is set out in the Institute's Policy on Collaborative Provision, Transnational Provision and Joint Awards.

2. Similarities and Differences in Missions of Partners

DkIT expects that partners in any collaborative activity, including programme provision, share its mission and values. The shared values of the **XXXXXX** and DkIT, will be published as a set of agreed quality principles for all collaborative activity. It is a requirement that **XXXXXX** will share the Institute's commitment to the European Standards and Guidelines for Quality Assurance as a minimum and declare that commitment formally in its own quality documentation.

Quality assurance is regarded as a shared and integrated responsibility for all parties to the collaboration, as well as imposing responsibilities on the DkIT separately.

3. Strategic Significance of the Memorandum

As part of its broad strategy, the Institute will develop sustainable strategic partnerships with higher education institutions in line with the National Strategy for Higher Education to 2030 (http://www.hea.ie/files/files/DES_Higher_Ed_Main_Report.pdf). Each collaboration will be to the benefit of the Institute, the collaborative partner and to the learner. The Institute will expect to increase its student intake establish a diverse student population, with a substantial proportion of international learners.

4. Mission, Vision and Key Understandings of the Intended Collaboration

DkIT will enter into discussions with **XXXXXX** in relation to the provision of DkIT academic programmes on **XXXXXX** premises in **XXXXX**. There is a requirement for continued recognition by QQI of any collaborative provision, in advance of enrolment of any students.

5. Indicative Areas of Collaboration

This Memorandum relates to collaborative provision of specified degree programmes (Appendix A). Each of the programmes in this appendix will be subject to individual discussion, development and Consortium Agreement (including approval by QQI, where necessary) before collaborative provision can take place. Future collaboration may include student recruitment.

6. Operating Principles, including Specific Commitments

The Memorandum of Understanding is a formal document which describes the framework for subsequent collaborative activity. A Consortium Agreement (and other agreements as necessary) must be developed and approved before any collaborative activity occurs, since the Memorandum of Understanding does not constitute sanction to engage in collaborative activity, including programme delivery.

The development of collaborative provision proposals will be governed by DkIT's Policy on Collaborative Programmes, Transnational Provision and Joint Awards. Each programme proposed for collaborative delivery will be described in a Consortium Agreement document, which will define the specific commitments in each case.

7. Managing Differences and Difficulties

Both Parties shall comply with all statutory and quality assurance requirements relating to the provision of the programmes. In the event of any dispute arising out of or relating to this agreement, or the breach thereof, save failure to pay fees due, the parties hereto shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If the dispute is not resolved, both parties will in the first instance use non-binding mediation to seek to resolve the matter(s). In the event that mediation fails, agree to the appointment of an independent arbitrator whose findings shall be binding. In the event that the parties are unable to agree on an independent arbitrator, the matter will be referred to the President of Chartered Accountants Ireland whose recommendations will be binding.

8. Period of the Agreement

The Memorandum of Understanding will be subject to annual review and will expire 5 years after the date on which it is signed.

9. Insurance

XXXXXX shall indemnify and keep indemnified DkIT against any liability, loss, claim or proceedings arising under any statute or at common law in respect of any damage to property or persons arising from the provision by it of the agreed programmes, except where the same is due to any act or neglect on the part of DkIT or of any person for whom DkIT is responsible.

XXXXXX will provide written evidence that their Employers & Public Liability along with Professional Indemnity insurances has been extended to provide specific indemnity to Dundalk Institute of Technology.

10. Assignment and Subcontracting:

XXXXXX shall not transfer or assign this agreement and shall not subcontract the provision of the programmes.

11. Confidentiality

The parties anticipate that it may be necessary to transfer information/data of a proprietary or otherwise sensitive or company-confidential nature, including that required to satisfy the Institutes requirement for due diligence and risk assessment, which will be a mandatory element of further negotiations. All such information exchanged between the parties shall be considered Confidential Information and shall not be used by the parties except in the furtherance of the aims of this Memorandum. Neither party, without the other party's written consent, shall disclose to any third party any Confidential Information. The parties will agree the limitations to circulation of information among the respective delivery teams.

For the purposes of this agreement the following definitions and exceptions will apply to such information:

"Confidential Information" means any technical or business information furnished by one party to the other pursuant to this Memorandum, and subsequent consortium agreements that is specifically designated as confidential. The disclosing party shall mark written Confidential Information with a legend indicating its confidential status. The disclosing party shall document Confidential Information that is disclosed orally or visually in a written notice and deliver the notice to the receiving party as soon *as is practicable but within 10 days of the original disclosure.* In the notice, the disclosing party shall summarise the Confidential Information and reference the time and place of disclosure

Obligations and Limitations:

The receiving party shall maintain Confidential Information in confidence, except that the receiving party may disclose or permit the disclosure of Confidential Information to its trustees, directors, officers, employees, consultants, and advisors who are obligated to maintain its confidential nature and who need to know the Confidential Information for purposes of this Agreement. The receiving party may only use and reproduce Confidential Information to the extent necessary to carry out the purposes of this Memorandum and subsequent consortium agreements.

Ownership; No License:

The receiving party acknowledges that the disclosing party (or a third party entrusting Confidential Information to the disclosing party) owns the Confidential Information and all patent, copyright, trademark, trade secret and other intellectual property rights associated with the Confidential Information. Neither party grants an option, license nor conveyance of any intellectual property rights to the receiving party under this Agreement. This section is without prejudice to the right of students to access personal information, including module grades, under Data Protection legislation.

Return of Confidential Information; Obligations:

Upon termination of this Agreement, or earlier at the request of the disclosing party, the receiving party shall return all originals, copies, and summaries of documents, materials, and other tangible manifestations of Confidential Information in its possession or control. The obligation of the receiving party to return Confidential Information to the disclosing party survives until fulfilled.

This section survives the expiry or termination of this Agreement for any reason whatsoever.

12. Termination

Either party may terminate this Agreement by giving the other party a minimum written notice of one academic year. The parties will use the notice period to make necessary arrangements to ensure that students already registered on a programme, and having paid the appropriate academic fees, will be able to complete the programme.

13. Signatories

A Memorandum of Understanding will be signed by the Institute's President or his/her nominee. It is expected that signatories of the other partner(s) will hold similar authority within their organisation(s).

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XXXXXX   Dundalk Institute of Technology

President: President:

Date: Date:

Appendix 7: Due Diligence Checklist

The due diligence report must address the following questions in respect of each potential partner and provide evidence to support findings.

General and Academic Due diligence

- What benefit will derive from the partnership?
- Is there institutional 'in principle' management (all potential partners) support for the proposal?
- Is the partner legally empowered to enter into the type of collaboration proposed?
- Does DkIT itself have the legal authority to engage with the proposed collaboration?
- Will the proposed environment promote learning? How is this adjudicated?
- Does the partner have processes in place to ensure that the content of programmes reflects advances in the relevant disciplines?
- How well aligned are strategic, academic and quality assurance processes between the partners?
- Are the proposed education and training facilities appropriate to the resource needs outlined for the proposed collaboration? List available resources.
- Do the partner(s) have the competence and capacity to fulfil the roles assigned to them in a sustainable way?
- Do the partner(s) have an open intellectual community that values critical reflection and fosters personal and professional development for learners and staff?
- Are partner staff are appropriately qualified and experienced? What is the ratio of full and part-time staff? Are there sufficient permanent staff to ensure a sustainable commitment to the proposed programme?
- Does the pedagogic style of the partner(s) incorporate good practice?
- Do the partner(s) have peer relationships with the broader community of higher education and training?
- Can the partner(s) demonstrate an understanding that higher education and training is a collegial, international endeavour?
- Has the partner described and listed all formal collaborations with other higher education institutions or organisations?
- Does the partner have the human resource capacity to allocate staff on an appropriate basis for the management of the provision of the proposed programmes?
- Are the support services for learners are capable of being provided on a comparable basis to those available to students at the partner institution's main location or in Ireland generally?

Transnational Partnerships:

As identified by the IHEQN[29], overseas providers:

 '*are affected inter alia*, by cultural, legal and pedagogical differences and distance from the awarding home institution.'

For this reason, an analysis of these differences must be provided and supports, structures and resources identified to ensure that such challenges do not compromise the quality of the programme or its delivery.

Specific questions to be addressed include as follows:

1. Will there be receiver-country recognition of awards made, in the case of transnational collaboration?
2. Do jurisdictional issues apply and if so, what is their nature and how are they addressed?
3. Is the proposed environment one in which human rights can be respected and the ethical values of the institution upheld?
4. As awards made under Ireland's National Framework of Qualifications are intended to promote mutual recognition and confidence in the learning outcomes attained, it is important in the case of transnational provision, that other awards or accreditation offered through the partner(s) are recognised by reputable bodies. What is the partner's track record in similar collaborations?
5. Has information available from embassy contacts, existing or previous educational partners been examined?

Evidence may include, but is not limited to:

- institutional mission statements;
- strategic plans, prospectus and marketing literature, history of the institution, etc.
- alumni records;
- institutional policies on teaching and learning;
- institutional policies on staff recruitment and development;
- records of how such above policies have been implemented including reviews of same;
- evidence of conformity to relevant statutory and regulatory requirements;
- collaboration in joint programmes with other higher education institutions and reports or references from such partnerships;
- details of the awards and accreditations offered by the institution;
- participation of staff in higher education or professional networks at disciplinary level;
- collaboration in research activity;

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[29] Draft Guidelines for Collaborative and Transnational Provision (IHEQN), Consultation Document 2012 (v.08/10/12)

- participation of staff in conferences and seminars;
- staff publication in academic or professional journals;
- engagement with employers and the wider community are also relevant;
- information from embassy contacts.

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

Partners must have robust quality assurance and quality enhancement policies, procedures and practices. The partner HEI's strategy, policy and procedures for quality assurance must meet European standards for internal quality assurance within higher education institutions as set out in Part 1 of *Standards and Guidelines for Quality Assurance in the European Higher Education Area* (ESG)? [30] Due diligence should ensure that the quality assurance policies and procedures of the partner(s) address the following:

- Policy and procedures for quality assurance
- Approval, monitoring and periodic review of programmes and awards
- Assessment of students
- Documented staff appointment procedures with criteria for appointment and promotion, Staff Development Provision
- Learning resources and support
- Information systems
- Public information

Relevant questions include:

Governance

- Does the applicant have a system of governance that protects the integrity of academic processes and standards?
- Can the applicant demonstrate that academic decision making reflects the interests of learners and the maintenance of standard?
- Is there evidence that "overall corporate decision makers within the institution be they owners, shareholders or trustees, do not exercise exclusive authority or undue influence over academic decision making?"
- Is academic decision making independent of commercial considerations?
- Are academic decision makers are appropriately qualified and experienced?
- Do the partners have a culture and practices underpinning access to, progression from and transfer within, higher education and training?
- Do the partners assign credit in a transparent way?
- Are the support services for learners comparable to those available to learners at the DkIT campus?

Evidence for the above may include, but is not limited to:

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

- clear documentation of a governance structure for the institution, with relevant organisational charts. The partner(s) should have a body with full responsibility for academic development, quality assurance and learner assessment.

- The independence of this body from any commercial functions of the institution should be made clear, for example by descriptions of roles and responsibilities of individuals and groups. The means whereby the interests of learners are represented in academic decision making should be demonstrated.

- The qualifications and relevant experience of the academic decision makers should be provided.

Quality Assurance and Enhancement Environment

- Has the Institute put in place systems to assure the quality of the education and training it provides?
- Has the Institute systems developing an organisational culture that promotes the continued enhancement of that education and training?

Evidence may include, but is not limited to:

- A handbook of quality assurance policies and procedures for the institution - this should address the points in Part 1 of the Standards and Guidelines for Quality Assurance in the European Higher Education Area;

- Records of how these policies and procedures have been operated and reviewed such as:

  o Minutes of meetings of each of committees cited in the documentation
  o Views of the student data base
  o Examples of student assignments
  o Sample of feedback given to students
  o Sample of feedback received from students
  o Timetables
  o Student problem solving procedure
  o Training Facilities inspections
  o Details of courses offered in previous year, numbers enrolled, progression rates, pass rates, graduation rates, accreditation bodies, professional recognition

Assessment

- How does the institution fulfil its responsibility for establishing procedures for assessing learners' attainment of the standards of knowledge, skill and competence required for awards?

- Does the Institution demonstrate knowledge of HETAC's policies and guidelines that support institutions in performing this function?

- Evidence may include, but is not limited to:

  - the institution's assessment policy
  - appeals procedures
  - reports of external examiners, if applicable
  - results of internal research on the effectiveness of the institution's assessment procedures

Support for Access, Transfer and Progression for Learners?

- Does the institution recognise that any given programme is but one element in an individual's journey of lifelong learning and puts in place policies and procedures to support that journey?

- Does the partner have appropriate procedures relating to credit, transfer and progression routes, entry arrangements and the provision of information?

  Evidence may include, but is not limited to:

  - enrolment policies and records
  - student progression records
  - graduate destination records
  - transfer and progression agreements with other institutions
  - policies on the recognition of prior learning.

2b   Academic Standards Quality Assurance Due Diligence (External focus)

- Are the requirements of the national quality agency or other licensing authorities in the receiver country (and the countries of other partner-institutions, where relevant) acknowledged and provided for?
- Are the partner(s) are externally reviewed?
- Is the partner in good standing with any relevant national agencies or does it require national 'permission' to engage in the provision envisaged?
- Have procedures been established, which meet the requirements of external parties and the requirements of awarding bodies? Can these be harmonised with DkIT procedures and requirements and/or the procedures and requirements of professional bodies on a continuing basis?
- All matters pertaining to professional regulation, statutory or otherwise, have been considered and how they will be impacted by a collaborative and/or a transnational programme
- Will the proposed programme will be recognised in the jurisdiction in which it is proposed to offer it?
- Is any proposed agreement consistent with relevant European/Irish practice e.g. OECD/UNESCO Guidelines for Quality Provision in Cross-Border Education (2005); QQAI Guidance?

3. Legal Requirements

- Are the legal requirements in the partner/transnational jurisdiction known and capable of being adhered to? For example, compliance with national legislation relating to education or other domain, e.g. tax compliance, appropriate human resources policies and procedures, company registration etc.
- Has agreement been reached in relation to the jurisdiction where the agreement is to be enacted? Are arrangements for the settlement of disputes, mediation, and sharing of liabilities defined?
- Has the signee has the authority to sign?
- Has it been established that the partner is in good standing in their own jurisdiction? For example, it is compliant with national education legislation and/or other domains, e.g. tax compliant, quality assurance, appropriate human resources policies and procedures?
- Where relevant has the potential joint awarding partner the authority to make awards?
- Are there any institutional Governance issues?
- Are there statutory reporting requirements?
- Is the proposed form of collaboration recognised?
- Are there any intellectual property issues?
- Has the partner similar agreements in place and can they confirm that they are currently in order?

4 Financial Standing

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

It must be established:

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

Evidence may include, but is not limited to:

- financial records and plans
- details of the physical and electronic infrastructure
- policy on statutory protection of learners.

Appendix 8: Non-Disclosure Agreement (Collaborative Provision & Joint Awards)

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT is made on

BETWEEN

- **XXXXX** whose registered office is at **XXXXXX** ("**Discloser**"); and

- **DUNDALK INSTITUTE OF TECHNOLOGY** ("**Recipient**").

WHEREAS:

- The Discloser has certain Confidential Information which it intends to disclose to the Recipient so that the Recipient may use it for the Purpose.

- The Parties have entered into this Agreement to ensure that the Recipient keeps the Confidential Information disclosed by the Discloser strictly confidential.

NOW IT IS HEREBY AGREED as follows:

- **INTERPRETATION**

  o In this Agreement, and the recitals, and unless the context otherwise requires or unless otherwise specified:

    - **"Agreement"** means this confidentiality agreement;

    - **"Information"** means communications, information or data, in any form, including but not limited to, oral, written, graphic, digital or electronic form;

    - **"Confidential Information"** means that Information which the Discloser desires to protect against disclosure, including without prejudice to the generality of the foregoing, information of Discloser or any member of the Discloser Group including but not limited to trade secrets, business affairs, employee details, contracts formulae, software programs, know-how, financial results, customers lists, customer terms and charges or any other Information of Discloser or any member of the Discloser Group;

- "**Discloser Group**" means the group composed of the Discloser, the Discloser's parent and all subsidiaries of the Discloser and of the Discloser's parent;

- **"Purpose"** means review and analysis of information supplied by Discloser to Recipient.

o The clause headings do not form part of this Agreement and shall not be taken into consideration in its construction or interpretation.

o For the purposes of this Agreement the words "subsidiary" shall have the same meaning as given to "subsidiary undertaking" by Regulation 4 of European Communities (Companies: Group Accounts) Regulations 1992 (SI 201 of 1992) and the word "parent" shall have the same meaning as given to "parent undertaking" in the same Regulation.

- **DISCLOSURE**

o The Discloser agrees to disclose to the Recipient on a discretionary basis the Confidential Information subject to the terms and conditions in this Agreement.

- **OBLIGATIONS OF CONFIDENCE**

The Recipient shall treat all Confidential Information disclosed by the Discloser as strictly confidential and in particular shall not use the Confidential Information for any purpose other than the Purpose or disclose such Confidential Information to any person (other than the Recipient's employees having a need to know who are aware that it is confidential and bound to treat is as such).

- **CONTINUANCE OF OBLIGATION**

The obligation of non-disclosure under this Agreement shall continue unless and until the Confidential Information enters the public domain other than as a result of a breach of this or any other agreement. Upon request by the Discloser, all Confidential Information in whatever form and to any extent in the possession of the Recipient shall be returned to the Discloser, or on the written instruction of the Discloser, destroyed. The Recipient shall then warrant that such undertaking has been unreservedly executed.

- **RECIPIENT WARRANTIES**

o The Recipient warrants and undertakes with the Discloser that:-

- Any Confidential Information disclosed hereunder should be used solely by the Recipient for the Purpose subject to the terms and conditions in this Agreement;

- Any Confidential Information disclosed hereunder shall remain at all times the property of the Discloser;

- It has in place reasonable safeguards against the unauthorised disclosure of the Confidential Information such that it can comply with the provisions of this Agreement and agrees that without prejudice to the foregoing it shall protect the Confidential Information in at least the same manner and to at least the same degree that it protects its own Confidential Information. The Recipient further agrees to inform its employees having access to the Confidential Information of the obligations hereunder.

- Except as may be required by applicable laws or legal process, the Recipient will not allow distribution of disclosure of such Confidential Information to any person including (without limitation) any of its employees, associates, affiliates, subsidiaries or parent company's or any of their agents or employees other than any employees who have a need to know such Confidential Information, the purpose for which it is disclosed, who are aware that it is confidential and bound to treat it as such.

- **DISCLOSURE EXEMPTION**

  o The Recipient shall be under no obligation of non-disclosure if:-

    - The same information as the Confidential Information is generally available to the public other than as a result of the breach of this or any other agreement;

    - The same information as the Confidential Information is already in possession of the Recipient without restriction and prior to any disclosure hereunder;

    - The same information as the Confidential Information is or has been lawfully disclosed to the Recipient by a third party, not employed by or otherwise affiliated with the Recipient, who is lawfully entitled to disclose the same;

    - The same information as the Confidential Information is or has been independently developed by the Recipient and no Confidential Information disclosed hereunder has been used directly or indirectly.

- **DATA PROTECTION**

  The parties hereby undertake to comply with all relevant provisions of the Data Protection Acts 1988 to 2003 and any statutory modification or re-enactment thereof.

- **NO ANNOUNCEMENT**

  Except as may be required by law, the parties agree not to disclose to any person, either the fact that the Discloser has disclosed information, or has entered into discussions with the Recipient regarding the Purpose or other relevant facts

without the prior written consent of the other. The existence of this Agreement and the relationship between the parties concerning the Confidential Information is confidential and the parties agree not to publish or permit to be published any information about their relationship without the prior written consent of the other which shall not be unreasonably withheld.

- **MISCELLANEOUS**

    o No failure or delay by the Discloser in exercising any right, power, privilege, partial or otherwise shall operate as a waiver thereof.

    o Any Information supplied to the Recipient and designated as confidential at the time of disclosure by the Discloser prior to the execution of this Agreement shall be considered in the same manner and be subject to the same treatment as the Confidential Information made available after the execution of this Agreement.

    o It is understood that this Agreement is not intended to, and does not, obligate the parties to enter into any further agreements or to proceed with any possible business relationship or other transaction.

    o Nothing contained in this Agreement shall be construed as granting or conferring rights by licence or otherwise in any Confidential Information disclosed to the Recipient.

    o The Discloser and each member of the Discloser group retains all intellectual property rights in the Confidential Information at all times and for all purposes including copyright in any materials produced by the Recipient relating to the Confidential Information.

    o Any amendment to this Agreement shall be given in writing and signed by an authorised officer of each of the parties.

    o This Agreement shall be construed as being subject in all respect to the laws of Ireland and the parties agree to submit to the exclusive jurisdiction of the Irish Courts in the event of a dispute.

IN WITNESS whereof this Agreement has been duly executed on the date shown at the beginning of this Agreement.

_____
Signed for an on behalf of
XXXXXX

_____
Signed by
DUNDALK INSTITUTE OF TECHNOLOGY

Appendix 9: Sample Consortium/Inter-Institutional Memorandum of Agreement
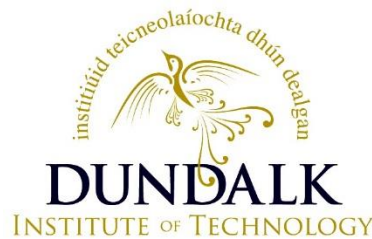
It should be noted that the following agreement is a template only and may need modification depending on the nature of the partnership proposed. In all cases, legal advice must be sought regarding the provisions of the agreement and Governing Body approval for the draft agreement must be in place, before any such agreement is signed.

Specimen Collaborative Agreement

This Agreement is made the [] day of []

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

and

(B)   Dundalk Institute of Technology, of Dublin Road, Dundalk, County Louth, Ireland. (hereinafter referred to as "DkIT").

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

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

IT IS AGREED AS FOLLOWS

1.   Scope of the Agreement

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

## 2.	Roles and Responsibilities

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

## 3.	Structure of the Programme(s)

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

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

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

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

4. Student Progression

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

5. Quality Assurance Arrangements

a) DkIT and Y will co-operate in collating all of the information needed and participate in quality review events to meet the requirements of internal quality review and external bodies or other professional and statutory bodies.
b) The programme(s) of study will be subject to the normal quality assurance processes operated by each institution.
c) It will be the responsibility of the Joint Programme Board to ensure that the respective quality assurance processes are complied with. The Joint Programme Board

will also be responsible for student pastoral support and guidance in consultation with appropriate offices in the relevant institution.

d) A meeting of the Joint Programme Board will be dedicated annually to the review of the programmes and will report to the appropriate authority in each institution, accordingly.

6. Financial Arrangements

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

7. Indemnity and Liability

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

8. Intellectual Property Rights

8.1 DkIT regulations shall apply to the ownership and/or control of intellectual property used or generated in connection with the modules delivered at Y.

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

9. Awards - Parchments and Transcripts

9.1 Students who meet academic requirements shall be awarded an DkIT Degree.
9.2 DkIT shall be responsible for the production of parchments, transcripts, progress files and/or Diploma Supplement

10. Marketing and Advertising

10.1 DkIT must approve, in advance, material to be used for marketing, publicity, advertising and other promotional purposes.
10.2 The logos of both institutions will be afforded parity of esteem and placement in any such material.

11. Other Rights and Responsibilities of the Partners

11.1 Identification of restrictions in the relationship.

11.2 Responsibility for official communication with other validating bodies or Professional, Statutory or Regulatory Bodies by each organisation

11.3 Responsibility of each organisation for making returns for national (and other) agencies.

12. Dispute Resolution

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

13. Duration

13.1 This Agreement shall be effective as from [insert date] and shall be for an initial period of Z years. It shall be subject to review by DkIT and/or Y before expiry of the Agreement and a decision as to whether to continue or terminate will be made at least [six months] prior to the expiry of the Agreement.

13.2 The administrative arrangements for this Agreement shall be reviewed annually by the Joint Programme Board.

13.3 If the Agreement is not terminated after Z years, it shall continue on these terms for a period of a further Z years, subject to a satisfactory periodic review.

14. Termination

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

14.2 It is also agreed and understood between the institutions that should either one fail to perform the obligations of this Agreement due to any factor beyond their control, the Agreement may be terminated by written notice from the said institution and upon receipt of such notice by the other institution.

14.3 In the event of one party being in material default of the agreement:

- If it is possible for the breach to be remedied, the other party shall serve a notice upon the party in default requiring the breach to be remedied within 21 days or such other reasonable time as may be appropriate;

- If the party in default fails to remedy the said breach within the time set out in the notice above, then, or in the case of the breach being not capable of being remedied, the other party may terminate this agreement upon less than 21 days' notice in writing.

15. Force Majeure

15.1 Neither party shall be liable to the other nor deemed in default under this Agreement, if and to the extent that such party's performance of this Agreement is prevented by reason of Force Majeure.

15.2 The Force Majeure shall be deemed to commence when the party declaring Force Majeure notifies the other party of the existence of the Force Majeure (unless the other party already knows or ought to know of the existence of the Force Majeure), and shall be deemed to continue as long as the results or effects of the Force Majeure prevent the party from resuming performance in accordance with this Agreement. If either party is delayed at any time by Force Majeure, then the delayed party shall notify the other party in writing of such delay within 48 hours.

16. Notice and Other Communication

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

For DkIT:
Dundalk Institute of Technology,
Dublin Road,
Dundalk,
County Louth,
Ireland.
Email:
Tel: 0429370200

For XXXXXX:
XXXXXX
Address
Email:
Tel:

17. Governing Law

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

IN WITNESS WHEREOF the parties have entered into this agreement

SIGNED BY: _____

President

for and on behalf of Dundalk Institute of Technology (DkIT)

in the presence of:-

1.	_____
2.	_____
3.	_____

Date: _____

SIGNED BY [INSERT] _____
President

for and on behalf of **XXXXX**

in the presence of:-

1.	_____
2.	_____
3.	_____

Date: _____

Appendix 9: Schedule One

Required details for each programme include the following, which must be detailed in this Schedule as they apply to the award in question:

- programme curriculum, to include award standards, programme learning outcomes, prior learning and other entry requirements, programme assessment strategy, the conditions under which an award will be recommended, module intended outcomes, module assessment, suggested reading materials, language of tuition, assessment, etc. This detail is to be provided though Akari Software and made available to all partners participating in the consortium.

- programme structure including detail on learning environment and mode.

- programme governance and management , including day-to-day management of the programme. The programme leader shall be identified. In all cases, the programme leader for programmes leading to collaborative or transnational awards shall either be the Head of School or Head of Department.

- staff responsibilities (academic and administrative).

- appointment of external examiners.

- alignment with relevant frameworks e.g.: Irish NFQ, ESG, national accreditation/quality assurance requirements and the corresponding local Framework of Qualifications etc. (in the context of transnational provision).

Documentation required for Programme Validation

Programme Details:

Programme Title *(& Course Code)*
Proposed Duration
Specify if Exit Award
Proposed Level
Delivery Modes
Location of Delivery
Proposed Intake
Entry Requirements
Progression (Show cognate links)

Background to Proposed Programme - Rationale/Philosophy:

Programme Philosophy;
Outline how programme responds to economic, political, social and/or cultural change, where appropriate;
Recent reports and publications that support the proposal;
Demand from employers and students;

The fit with the existing suite of programmes;
Link with Institute Strategic Plan and external bodies.

Demand for the Programme:

Outline of primary research and consultation process to include, where appropriate:
Student Focus - potential and/or current students as well as graduates
Guidance Counsellors
Professional Bodies
Employer Focus – Consultation and /or survey of potential employers
Academic Focus – internet based research and programme literature that critically evaluates competitor (Irish and International) programmes;
Review of best practice for similar programmes.

Graduate Profile/Career Opportunities

To include job titles and positions that graduates could expect to compete for.

Educational Aims of Programme

These should be benchmarked against each School's definition/identification of the graduate attributes the School seeks to develop at each stage of the Programme.

Programme Learning Outcomes and Standards

Learning Outcomes in Context of NQAI Framework
Evidence of the link between the programme and module learning outcomes.

Assessment Strategy

An Assessment Strategy should be produced for each programme and module assessment strategies for each of its constituent modules. See QQ Assessment and Standards 2013 (http://www.qqi.ie/Publications/Assessment_and_Standards%20Revised%202013.pdf) and 'Assessment and Learning A Policy for Dundalk Institute of Technology' (November 2010),
https://www.dkit.ie/system/files/An_Assessment_Policy_for_DkIT%2C_Nov._2010-2_7.pdf).

In accordance with HETAC requirements, this strategy should have a number of features and should:

- Link a programme's assessment instruments (summative and formative, including continuous assessment and repeat assessment to the minimum (and any other) intended programme learning outcomes as well as intended module and stage learning outcomes;
- Describe and provide a rationale for the choice of assessment tasks, criteria and procedures. It should also address their fairness and consistency, specifically their validity, reliability and authenticity;
- Describe any special regulations;

- Regulate, build upon and integrate the module assessment strategies, and (where used) stage assessment strategies;
- Provide contingent strategy for cases where learners claim exemption from modules, including recognition of prior learning;
- Match the programme's assessment instruments to the requirements of the institutional grading system, particularly concerning the recording and combination of modules grades/marks (i.e. provide clear criteria for grading/marking).
- Ensure that the programme's continuous assessment workload is appropriately balanced;
- Relate to the programme's teaching and learning strategy.

Learning Strategies/Teaching Methodologies

A learning and teaching strategy should be produced for each programme and each of its constituent modules. In preparing the submission it is recommended that advice and guidance be taken from the Centre of Learning and Teaching in relation to these strategies and the appropriate learning methodologies to be employed, how they develop over the stages of the programme and how they assist in achieving the learning outcomes. Appropriate strategies and guidance when preparing this section can be found at: https://www.dkit.ie/line-staff-resource/learning-and-teaching-staff-online-resource-document.

Programme Structure
Description of programme strands/themes; Progression rules and award calculation if non-standard;

Programme Schedule

Module Descriptors

Quality Assurance and Programme Management
Academic Council
External Examiners
Head of School
Head of Department
The Programme Board
Annual Report to the Academic Council
Student Feedback

Staff and Physical Resources including any aadditional resources required

Library and IT Resources

Staff CVs

Programme Development Team

Evidence of approval process at earlier stage

Description of processes or minutes of meetings within partner organisation

Summary of Proposal

- Name of Programme Leader, (Head of School or Head of Department)
- External examiners needed, subject area and range of cover (specific country requirements, if any)
- Name of Programme Board, or equivalent, in awarding institution responsible for quality assurance of programme
- Name of external advisers

Student Recruitment

- Flexibility of entry requirements
- Entry with advanced standing
- Access policy - mature applicants, - non-traditional students

Progression

Links to further education/schools/continuing education

Programme Management and Evaluation

- Management structure
- Relationship to other departmental, school or Faculty structures
- Methods of programme evaluation
- Student input to evaluation

Appendix 9 Schedule Two

ANNUAL PROGRAMME REPORT

(Prepared by the Programme Board and the Head of Department/School and forwarded to the Academic Quality Assurance Committee)

Part 1   Programme Details

Academic Year:

Programme Code and Title:

Managing Department:

Date of validation or previous review of Programme:

Part 2 Recommendations from the previous annual programme report (or five-yearly review) and actions taken

Key recommendation (s)

Actions taken and when implemented

Course modifications and when implemented

Part 3 Performance of the programme for the year under consideration

Significant developments or special circumstances affecting the year:

Have reports from External examiners been received and discussed?

Key Comments from external examiner(s) and actions to be taken, if any:

Have the statistical reports on courses and the programme been received and discussed?

Note particular changes in course and programme statistics:

Part 4 Key Issues regarding the course delivery and course development plan for the coming academic year

4.1   Key issues identified in feedback from staff and from students

4.2   Actions to be taken as a result of issues identified above

4.3   Resource/facilities issues, with respect of the above

Part 5: Related academic developments, actions to be taken

(a) **Staff recruitment**

(b) **Staff professional development**

(c) **Research/Scholarship**

Part 6: Quality ratings to be completed by HOD/S or chair of Programme Board based on information gained from staff and student surveys and from examination statistics

Categories	Unacceptable 1	acceptable 2	good 3	very good 4	Previous Report 1,2,3,4
Course in general	☐	☐	☐	☐	☐
Staff resources	☐	☐	☐	☐	☐
Accommodation	☐	☐	☐	☐	☐
Equipment	☐	☐	☐	☐	☐
Teaching standards	☐	☐	☐	☐	☐
Learning environment	☐	☐	☐	☐	☐

very good; Many good features and some outstanding features: **good**; many good features and some minor weaknesses: **acceptable;** some good features/ some weaknesses: **unacceptable;** major weaknesses.)

Was evaluation of each programme carried out by lecturers?

Was evaluation of the programme carried out by HOD?

Did the Programme Board consider the examinations statistics?

Part 7: For the attention of the Academic Council

List issues which should be addressed by the Academic Council

Sent to Academic Council Quality Sub Committee on

Signed HOD/S: _____

Appendix 9 Schedule Three

FINANCIAL AND STATISTICAL ARRANGEMENTS

This will vary with each collaboration but should include:

(i) Tuition fee level / Collection and transfer arrangements

(ii) Percentage Split of Income and the Timing of Transfers in the specified   currency

(iii) Responsibility for costs e.g.

- – Travel and subsistence
- – Quality review
- – External examiners
- – Registry support
- – Local lecturer costs and payments

(iv) Roles of DkIT Finance and Registrar's Offices or equivalent in each institution

(iv) Review of student numbers on an annual basis.

Appendix 10: MEND Cluster Protocol

This protocol for the Initiation, Approval, Management and Implementation of Joint Academic Activities within the Midlands East, North Dublin (MEND) cluster is organised as follows:

- Part 1 (Sections 1 to 3) explains the background and intended scope of the protocol and provides some relevant definitions.
- Part 2 (Sections 4 to 16) deals with the initiation and governance of Joint Academic programmes.
- Part 3 (Sections 17 to 19) deals with other joint activities: joint development, accreditation and delivery of modules; collaboration in the delivery and/or the assessment of module(s) accredited by one of the members; and inclusion in an accredited programme of a module accredited by another.
- Part 4 (Sections 20 to 22) deals with other general issues.

Part 1: Introduction

1) Background:

a) It is intended that this protocol be complementary to the 3U protocol, reflecting the common membership of Dublin City University and Maynooth University in the 3U Partnership and the MEND cluster. It differs from the 3U protocol in that it reflects the difference in membership and associated systems and processes and is wider in scope than the 3U protocol.

b) The MEND cluster is a consortium of four Higher Education institutions as identified in the HEA report on system reconfiguration, comprising Athlone Institute of Technology (AIT), Dublin City University (DCU) (with St Patrick's College Drumcondra (SPD) and Mater Dei Institute (MDI)), Dundalk Institute of Technology (DkIT) and Maynooth University (MU).   The members are committed to collaboration that will enhance the quality of teaching and learning within the cluster and this may include joint academic activities up to and including joint academic programmes.   This protocol has been developed in order to provide a framework for collaborative academic activities within the cluster.

c) This protocol is derived in part from the 3U protocol developed by the members of the 3U Partnership (Dublin City University, Maynooth University and the Royal College of Surgeons in Ireland) and approved by their respective Academic Councils in June 2014. That protocol provides for the initiation, approval, management, governance and delivery of joint academic programmes and also addresses several issues pertinent to students enrolled in such programmes.

2) Scope

a) It is intended that this protocol be complementary to the 3U protocol, reflecting the common membership of Dublin City University and Maynooth University in the 3U Partnership and the MEND cluster. It differs from the 3U protocol in that it reflects the difference in membership and associated systems and processes and is wider in scope than the 3U protocol.

b) Joint activities may range from

    i) development, accreditation and delivery of joint academic awards to
    ii) joint development, accreditation and delivery of modules to
    iii) collaboration in the delivery and/or the assessment of module(s) accredited by one of the members to
    iv) inclusion in an accredited programme of a module accredited by another.

c) Joint activities within the cluster may involve all members of the cluster or any subset of the members.

3) Definitions

a) Module is a unit of self-contained unit of learning that is measured in ECTS and is at a given NFQ level.
b) Programme is a programme of studies that leads to an award or set of awards.
c) Member is any institution that is party to the particular joint activity or joint award.
d) The administrative lead institution is that institution that has responsibility for the administration of the module/programme and is the designated holder of all student records associated with the module/programme. The administrative lead institution will be appointed by MEND Cluster Board31.
e) The academic lead institution is that institution that has responsibility for the academic management of the module/programme. In the case of jointly accredited modules and/or joint academic awards this responsibility may rotate on an agreed cycle between the members of the cluster.

Part 2: Joint Academic Programmes

4) Initiation of Joint Academic Programme(s)

a) A joint academic programme proposal[32] may be initiated by staff of two or more of the members. An outline proposal, which shall have the formal support of the Heads of the relevant academic units, will be considered by the MEND Cluster Board which may approve further development of the proposal.

b) If so approved, the joint programme proposal will be advanced in accordance with the normal programme development practices of the participating

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[31] The MEND cluster Board is the executive decision-making body at cluster level.
[32] In the first instance, it is anticipated that new joint programmes will be at Level 9 of the National Framework of Qualifications.

institutions with the *proviso* that a single document will be submitted to the relevant committee(s) or board(s) in each institution for approval.
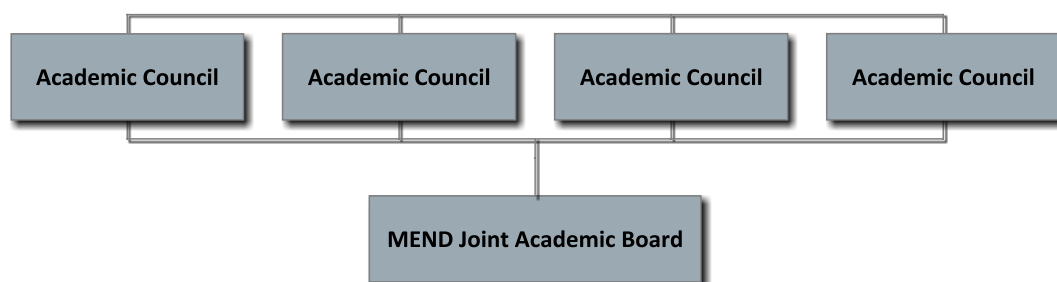
5) Academic Approval for Joint Academic Programmes

a) If the business case is accepted by the MEND Cluster Board for a particular joint academic programme, an external assessment of the proposal will be undertaken by a joint process as agreed by the MEND Joint Academic Board. A report from the external assessment panel will be considered by the MEND Joint Academic Board which will make a recommendation to the Academic Councils of the participating institutions. The programme will be deemed approved as a Joint Academic Programme only after it has been formally approved by the relevant Academic Councils. A programme academic lead will be agreed by the partners at the proposal stage and s/he will liaise throughout the approval process with the MEND Joint Academic Board and other parties on behalf of the programme sponsors.

6) Programme Governance for Joint Academic Programmes

a) A **Joint Academic Board** will be established as a joint sub-committee of the Academic Councils of the members of the cluster. The MEND Joint Academic Board will comprise:

i) senior academic members, one from each member institution, appointed by the Academic Council of that institution on the nomination of the Chief Officer, and who shall be the Chief Academic Officer or an academic authorised to act on behalf of the Chief Academic Officer;

eight academic members, two from each partner institution, appointed by the Academic Council of that institution on the nomination of the Chief Officer, and who shall normally be academics with experience of programme governance. The MEND Joint Academic Board will be chaired in annual rotation by one of the senior academic members.

b) The MEND Joint Academic Board will have delegated responsibility for recommending the academic approval or otherwise of joint academic programmes; management of student records, all procedures and processes related to examinations, assessment and appeals of academic awards; and for ensuring full compliance with all statutory based quality assurance requirements.

c) The MEND Joint Academic Board will approve a single set of **Marks & Standards** that will be applicable to all joint academic programmes within the cluster. These Marks & Standards will, inter alia, deal with arrangements in relation to passing marks of modules, award classifications, compensation, supplemental/resit examinations, repeat examinations, and progression.

d) The MEND Joint Academic Board will approve a **common framework** that should apply to all joint academic programmes. This common framework should address:

   i) minimum academic entry requirements, arrangements in relation to recognition of prior learning, language requirements for international students and decisions in relation to EU/non-EU status;
   ii) arrangements for registration and regulations covering re-registration and maximum registration periods;
   iii) the determination and review of fees;
   iv) fines, penalties and charges that may be applicable to students.

e) A **Joint Programme Management Board** established by the MEND Joint Academic Board will, subject to review by the MEND Joint Academic Board, be responsible for the academic management of one or more programmes leading to joint award(s). Consistent with the approved common set of Marks & Standards, a Joint Programme Management Board may develop a specific set of programme regulations.
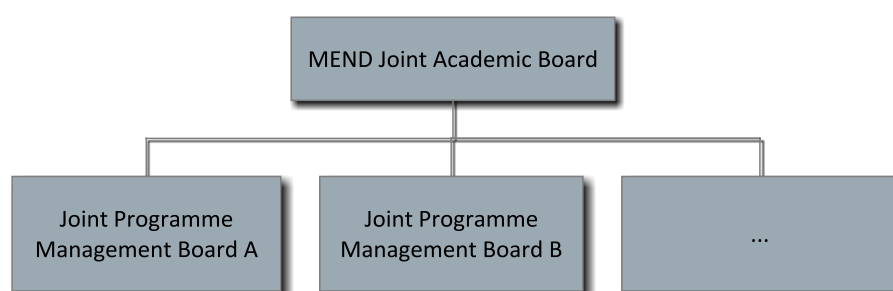
f) The Joint Programme Management Board will comprise such representatives of the Schools and Departments as are determined from time to time by the MEND Joint Academic Board, subject to maintaining representation of all parties. It will be the responsibility of the Joint Programme Management Board to ensure that agreed quality assurance processes will be implemented for all joint programmes.

g) The Joint Programme Management Board will report to the MEND Joint Academic Board in respect of the Programme(s) for which it is responsible.

h) The **academic leadership of joint programmes** will normally rotate on an agreed cycle between the institutions. The Chair of a Joint Programme Management Board shall be drawn from the academic lead institution with Deputy Chairs in the institution(s) that do not hold the Chair. The Programme Chair and Deputy Chair(s) will be responsible for the management of academic aspects of the programme within their respective institution(s) in consultation with the relevant Joint Programme Management Board, and subject to review by

the MEND Joint Academic Board.   The Programme Chair and/or Deputy Chair(s) will represent the Joint Programme Management Board in relevant fora within their respective institutions, in keeping with their respective policies, procedures and committee structures.

i) A **Joint Examination Board** will be established. It will consist of the MEND Joint Academic Board, and the Chairs and Deputy Chair(s) of each programme. It will be chaired by the Chair of the MEND Joint Academic Board, and it will, in accordance with protocols approved by the MEND Joint Academic Board and the MEND Cluster Board, make recommendations in respect of the academic performance of all students registered for the programme.

7) Modules in Joint Academic Programmes

a) Modules are owned and are the property of the institutions responsible for their academic development and delivery. Each institution will retain the right to use, modify and develop any content prepared for the modules. Changes to module descriptors must be consistent with the overall content and learning outcomes of the programme and are subject to approval by the Joint Programme Management Board. Each institution shall be responsible for the retention of appropriate records and data, in keeping with their respective policies and procedures in this regard. The intellectual property rights of material developed by each institution shall remain the property of the institution.

b) Where teaching and/or assessment of a module is shared between institutions but the module is accredited by a single institution, that institution shall take responsibility for co-ordinating and ensuring the effective delivery of the module.

c) Where teaching and/or assessment of a module is shared between institutions and the module is jointly accredited, one institution shall take overall lead responsibility for co-ordinating and ensuring the effective delivery of the module.

d) Modules developed by any third party shall be subject to an accreditation and quality assurance procedure as agreed by all institutions. Each institution shall be responsible for the retention of appropriate records and data in respect of these modules, in keeping with their respective policies and procedures.

e) Each institution shall be responsible for all necessary ethical approval procedures in respect of its modules and any joint modules where it has lead responsibility. In addition, a Joint Programme Management Board may put in place additional ethical approval procedures as it sees fit.

f) Where Garda vetting is required, the following procedures will apply: where a single module is involved, this will be undertaken by the institution that owns the module concerned or has lead responsibility; where multiple modules on a joint award are involved, this will be undertaken by the administrative lead institution in the first instance, and the vetting outcomes will be reviewed on a case by case basis by the relevant academics involved, taking cognisance of any data protection issues that may be involved.

8) Students on Joint Academic Programmes

a) A student of a joint programme shall be entitled to the privileges and subject to the duties and responsibilities of students of each of the partner institution.

b) All students on joint programmes will have access to the academic support services in each institution; access to other student supports will be in accordance with an agreed protocol in respect of the programme.

c) Specifically for any students on joint programmes with disabilities the student will only be assessed once by the disability service of the administrative lead institution and the results of the assessment will be shared with the relevant officers of the other participating institutions. Self-declarations of a disability without independent confirmation will not be accepted by any of the member institutions. Any accommodations made in relation to examinations for a student with a disability will be made at module level by the institution providing the module; students will be informed that accommodation arrangements may vary between institutions.

9) Admissions to Joint Academic Programmes

a) In the case of joint awards, each Joint Programme Management Board, subject to review by the MEND Joint Academic Board, shall agree the target intake of students for the programme.

b) Applicants will apply for the programme(s) through an agreed application process. Each Joint Programme Management Board will develop admissions criteria (within the common admissions framework approved by the MEND Joint Academic Board) and, subject to approval of the criteria by the MEND Joint Academic Board, approve or reject applications in accordance with these criteria. Each Joint Programme Management Board may establish an admissions sub-committee to approve or reject applications in accordance with the agreed admissions criteria for that programme. The administrative lead institution will process the letters of offer.

10) Registration for students on Joint Academic Programmes

a) Students admitted to a joint programme shall be registered students of each of the institutions. Students admitted to a joint programme will complete the registration process at the administrative lead institution for the programme. The other partner institutions, as relevant, are responsible for the registration of the student in their respective systems subsequently and within an agreed timeframe.

b) Student records will be maintained by the administrative lead institution for the programme and shared with each of the partners. Each institution will record results for modules owned by that institution and will transfer these results to the administrative lead institution in accordance with agreed protocols. Each institution shall comply with the relevant data protection legislation in relation to the confidentiality of any personal data held by them.

c) Officers responsible for student records in each institution will consult as necessary to ensure the accuracy of student records and internal and external management returns. Notwithstanding differences in institutional procedures, the final arbiter in resolving differences will be the MEND Joint Academic Board.

d) A student's registration for the programme may not extend beyond the maximum registration period allowed for the programme.

11) Student Discipline Code

a) Students are subject to the Discipline Codes of each institution. Students will be expected to familiarise themselves with the relevant regulations. The Programme Handbook(s) whether for single awards or joint awards should include web links to all relevant disciplinary codes.

b) Matters relating to student discipline in academic matters will be considered in accordance with the student disciplinary codes of each institution. With respect to a matter related to a single module, students will be subject to the relevant regulations of the institution that owns the module or the institution of the lead owner of the module in the case of shared ownership. In cases where an academic disciplinary matter spans more than one module or in the case of a second academic offence, the matter will be considered by the Registrars of the member institutions who may refer the matter for decision to the body responsible for academic disciplinary affairs in the institution holding the administrative leadership of the programme at that time.

c) With respect to general student behaviour, students will normally be subject to the regulations of the institution on whose site they are present when the behaviour occurs. In any case of doubt concerning the site at which the behaviour occurs the matter will be referred to the MEND Joint Academic Board for a determination of the institution that will assess the case. All incidents will be reported to all the member institutions, and, notwithstanding differences in procedure, each institution reserves the right to invoke their own procedures in respect of any incident.

d) A report on the outcome of the disciplinary matter shall be forwarded to the other institution(s).

12) Examination, Assessment and Academic Awards

a) The nomination and approval of programme external examiner(s) will be subject to joint agreement by the institutions. The cost of the fees and expenses of external examining may be shared equally by the institutions.

b) External examiners will be appointed under the terms and conditions, including period of appointment, of the institution holding administrative leadership of the programme.

c) External examiners will report using the reporting processes of the institution holding administrative leadership of the programme. These reports will be shared with the relevant partner institutions.

d) Regulations covering resit and repeat arrangements, re-registration, the maximum registration period allowed, and award classifications applicable to each joint programme must be approved by the MEND Joint Academic Board acting with the authority of the respective Academic Councils and/or the Registrars of the member institutions.

e) A **Joint Examination Board** chaired by the Chair of the MEND Joint Academic Board, will, in accordance with protocols approved by the MEND Joint Academic Board and the MEND Cluster Board, be empowered to make recommendations in respect of the academic performance of all students registered for joint programmes.

13)   Appeals and Complaints

a) In the event of an appeal made by any student of assessment of a particular module, it will be considered under the procedures and processes of the institution responsible for assessing the module concerned. The outcome of the appeal will be notified to the academic and administrative leads of the programme.

b) In the event of an appeal of the decision of a board in relation to progression or classification of an award, this will be considered under the procedures and processes of the administrative lead institution.

c) Appeals in relation to breaches of Student Discipline Codes will be processed under the appeals procedures of the institution where the case was assessed.

d) Student complaints will be processed under the scheme in the institution in which the complaint has arisen. The outcome of the complaint shall be reported to the other institution(s).

14)   Quality Assurance Arrangements

a) The programme of study will be subject to a joint quality assurance process consistent with the normal quality assurance processes operated by the academic lead institution.

b) A meeting of the Joint Programme Management Board will be dedicated annually to the review of the programme and a report of the outcomes of this meeting will be made available to the appropriate authority in each institution.

c) An in-depth periodic review of the programme will be undertaken on a cycle not longer than seven years in accordance with best practice and consistent with the processes operated by each institution.

15) Joint Awards, Transcripts and Conferring

a) Students who meet the agreed academic standards shall be granted a joint award by the partner institutions. Students shall be issued with a related transcript, as appropriate. While each institution may continue to use its own format in respect of transcripts for students registered for joint awards, it is agreed that all transcripts will include a note to clarify that the transcript relates to a cluster joint programme of study.

b) The location of conferring of awards will rotate on an agreed cycle between the partner institutions. Graduands will be conferred in the robes of the institution in which the conferring ceremony is being held. The logos of only the participating institutions in a joint programme will be included and given equal prominence on graduation parchments.

c) Each institution will maintain an academic record recording the performance of students on all modules on the programme and the final award classification. A graduate may obtain a complete transcript of his or her academic record on the programme from any one of the partner institutions.

16) Marketing and Advertising

a) The MEND Cluster Board must approve, in advance, material to be used for marketing, publicity, advertising and other promotional purposes.

b) The logos of all participating institutions will be afforded parity of esteem and placement in any such material.

Part 3: Other Joint Activities

a) Other joint activities may involve a range of different approaches from (i) joint development of modules (which will involve joint or dual accreditation of same) to (ii) collaboration in the delivery and/or assessment of modules accredited by a single institution to (iii) inclusion on an accredited programme of modules accredited by another.

17) Jointly Developed Modules

a) Jointly developed modules may be accredited separately (dual accreditation) by partner institutions or may be jointly accredited.

b) Where a module is jointly accredited, the module descriptor (and any subsequent change to that descriptor) is subject to approval by the MEND Joint Academic Board.

c) Modules are owned and are the property of the institutions responsible for their academic development and delivery. Each institution will retain the right to use, modify and develop any content prepared for the modules. The intellectual property rights of material developed by each institution shall remain the property of the institution.

d) Where a module is separately accredited by institutions, students will be registered students of one institution only. The registration of students on jointly accredited modules needs further exploration.

e) Where teaching and/or assessment is shared between institutions, one institution shall take overall lead responsibility for co-ordinating and ensuring the effective delivery of the module. This will include responsibility for all necessary ethical approval procedures and any required Garda vetting in respect of the module.

f) Each institution shall be responsible for the retention of appropriate records and data, in keeping with their respective policies and procedures in this regard.

g) A student on a jointly accredited module will have access to the academic support services in each institution relevant to participation in that module but access to other student supports is limited to the institution where s/he is registered for the award.

h) An appeal made by any student of assessment of the module will be considered under the procedures and processes of the institution where s/he is registered.

18) Collaboration in the Delivery and/or Assessment of a Module Accredited by a Single Institution

a) Where a module is accredited by a single institution but is jointly delivered and/or assessed, the accrediting institution shall take overall lead responsibility for co-ordinating and ensuring the effective delivery of the module. This will include responsibility for the retention of appropriate records and data, all necessary ethical approval procedures and any required Garda vetting in respect of the module.

b) Students will be registered students of one institution only but further consideration is needed in order that appropriate arrangements are made for access to all relevant learning resources.

c) Students will have access to the academic support services in the accrediting institution relevant to participation in that module but access to other student supports is limited to the institution where s/he is registered for the award.

d) An appeal made by any student of assessment of the module will be considered under the procedures and processes of the accrediting institution.

19) Inclusion in an accredited programme of a module accredited by another

a) The institution accrediting the modules shall take responsibility for co-ordinating and ensuring the effective delivery of the module, including responsibility for the retention of appropriate records and data, all necessary ethical approval procedures and any required Garda vetting in respect of the module.

b) Students will be registered students of one institution only but further consideration is needed in order that appropriate arrangements are made for access to all relevant learning resources.

c) Students will have access to the academic support services in the accrediting institution relevant to participation in that module but access to other student supports is limited to the institution where s/he is registered for the award.

d) An appeal made by any student of assessment of the module will be considered under the procedures and processes of the institution accrediting the module.

Part 4: General issues

20) Staff

a) Each institution shall be responsible for ensuring the availability of appropriately qualified teaching and support staff to maintain and deliver joint activities consistent with its commitment to that set of activities.

b) Each institution will be responsible for its own staff development.

21) IT Support

a) Enabling IT infrastructure will be put in place to facilitate the management and administration of all joint academic activities.

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

22) Quality Assurance, Statutory Reporting and Sharing of Revenues and Costs

a) The institutions will co-operate in collating all of the information needed to meet the reporting requirements of the Higher Education Authority.

b) The institutions will co-operate in collating all of the information needed to meet the quality assurance and, where appropriate, accreditation requirements of external bodies or other professional and statutory bodies.

c) Revenues from, and costs of joint activities will be shared in accordance with an agreed framework.

Appendix 11: Information for Students - Checklist

The following information must be made available to applicants and students

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

Indicative Checklist for Staff Information Pack/ Induction Seminar:

- Welcome
- Collaborative partnerships
- DkIT Organisational Structure
- DkIT Committee Structure/ Terms of Reference

DkIT Programme Regulations:

- DkIT Programme Regulations:
  - Assessment;
  - Grade Processing;
  - External Examiners;
  - Plagiarism;
  - Examination Question Papers.

E-Resources:

- Blackboard
- Staff Portal

Library:

- eJournals
- Databases
- Research Repository

Quality Assurance:

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

Staff:

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

Miscellaneous:

- Academic calendar
- National Framework of Qualifications
- DkIT Student Code and Student Discipline

Appendix 12: Roles and Responsibilities of Programme Boards

1. Programme Management

A Programme Board will be responsible for the academic management of the programme(s).

Role and Responsibilities of Programme Boards:

Programme Boards:

- are focused on critical self-reflection;
- make decisions based on the facts derived from the operation of the programme in the preceding period, including quantitative data relating to, for example, student recruitment and performance;
- identify issues which have been critical in the delivery of the programme that year, in particular any operational issues which are significant and/or unresolved;
- show how any issues raised by external examiners or by other external bodies have been addressed;
- identify mechanisms by which student feedback has been gathered, addressed; and communicated back to students (or if not addressed, the reason why)
- facilitate input from external stakeholders/employers etc., as appropriate
- report on the outcome of actions undertaken as a result of previous reports;
- provide an action plan for the future, as appropriate.

Membership of the Programme Board will consist of:

- Head of School and equivalent in the partner institution
- Head of Department and equivalent in the partner institution
- Programme Directors from both institutions
- Academic Staff involved in all stages of the Programme
- Student Representatives
- First Year Convenor, (for ab-initio programmes)
- Placement Officer or Allocations Officer, where appropriate

The Programme Board may be chaired alternatively by the Head of School and his/her equivalent in the partner institution.

Student representatives are also invited to add items to the agenda. However, they are asked to leave during parts of the meeting where other students are discussed.

The Programme Board meets in the first semester to review the performance of the programme for the previous year to include:

- The delivery, relevance and effectiveness of the programme;

- Programme statistics, (enrolment, retention, examination performance)
- The review of the programme assessment strategy, External Examiner reports and arising actions;
- The operation of agreed quality assurance procedures;
- Changes to the programme schedules;
- Changes to module descriptors;
- The operation of, and interrelation between, each stage of the programme;
- The evaluation of learner and stakeholder feedback;

The Programme Board may make appropriate recommendations on issues within its remit. It shall represent the views of the academic staff teaching on the programme on matters relating to the programme.

The Programme Board reports to the Academic Council specifically on the following matters:

- Enrolment;
- Retention;
- Examination performance and external examiners' reports;
- Recommendations from the previous annual programme report and actions taken;
- Key Issues regarding the programme delivery and programme development plan for the coming academic year;
- Staff and student feedback;
- Staff and physical resources;
- Research and scholarship;
- Any other matters which require the attention of the Academic Council.

See Schedule Three for Programme Board Report Template.

A Programme Examination Board, will be established in accordance with DkIT Marks and Standards and will determine the recommendations to be made to the Academic Council in respect of students' grades and of the award of the degree.

Appendix 13: Preliminary Risk Assessment

Regardless of the nature of the collaboration, the self-assessment table below should be used at an early stage in discussions to help assess any potential risks associated with the proposed collaborative arrangement. This self-assessment should be included with the preliminary proposal (Stage 1) to the Executive Board.

It is recognised that at this early stage available information may be rather limited. However, the assessment can help inform early discussions within your School.

A template is provided for the assessment based on the levels of risk outlined below. This is one element in helping a School to decide whether to explore the proposal further. It is not intended that this serves to provide a definitive position on whether or not a proposal should be considered. Thus, a low risk initiative may be rejected (for example on commercial grounds) whilst a high risk initiative may be explored further (for example on the basis of its potential).

Risks are scored as follows:

Level of Risk	Score
Low	1
Low to Medium	2
Medium to High	3
High Risk	4

Overall Risk	Score
Low Risk	16-27
Medium Risk	28-38
High Risk	39-50

Note(s):

- The overall total score of any proposal will typically lie between 16 (min) and 50 (max), with a 'rule of thumb' range of **16-27 regarded as 'low risk'**; **28-38 as 'medium risk'**; and **39-50 as 'high risk'**.

- The partner's role and resources are regarded as significant factors in the assessment of risk, so particular attention is paid to these.

- The data validation column is an internal sign-off/check that the risk issue has been assessed and indicates who to contact should issues exist and require follow-up.

Preliminary Risk Assessment:	*Development of a Collaborative Arrangement*					
Potential Partner Institution:						
Name of Programme being considered:						
Risk issue	**Risk level**	**Confidence level**	**Risk level descriptors**				**Data validation**
	(1-3 or 1-4)	(low/medium/high)	**Risk level 1**	**Risk level 2**	**Risk level 3**	**Risk level 4**	
Partner's location			Ireland	Europe	Rest of world		
Partner's status			Public HEI - UG and PG	Public HEI - PG only	Private HEI	Private or public non-education	
Partner's educational context			Ireland based HE system	European or N American based HE system	Other developed HE system	Developing HE system	
Partner's students' English language			Ireland or overseas - English 1st language	Ireland/UK based - English 2nd language	Overseas based - English 2nd language		
Partner's experience of collaboration			Programmes Existing Already	Similar but at a lower level or other programmes at same level in	None		

				related subjects			
Partner's role			Administration or provision of facilities only	Provision of learner support	Teaching and Assessment		
Partner's resources			Large and well resourced	Small but well resourced	Limited resources		
Partner's Learning & Teaching strategy			Clearly defined and implemented	Defined but not implemented	None		
Partner's QA processes			Defined and robust	Adequate	None		
Partner's quality standing			Highly favourable (QQI or equivalent) report and/or local professional body recognition	Acceptable (QQI or equivalent) report and/or supportive Irish Dept of Education & Skills/Dept of Foreign Affairs & Trade feedback	No information or QQI (or equivalent) reports give rise to concerns		
Partner's expertise in discipline			Programmes Existing Already	Similar but at a lower level or other programmes at same level in related subjects	None		
Partner's staffing in discipline			Stable	Small turnover	Unstable		
Projected student numbers			Achievable and reasonable	Moderate over inflation	Unrealistic		

Programme			Established collaborative programme	Established but on campus only	New programme		
Award level			UG	PG	PhD		
School experience of collaboration			Relevant to Proposal (i.e. Irish experience for an Irish proposal or overseas experience for an overseas proposal)	Some experience but limited/less directly relevant	None		
Total Risk:							
Level of Risk:		**Low 16-27;****Medium 28-38;****High 39-50**					

Appendix 14: Glossary

Term	Definition – interpretation	Issues to be considered
Access Programmes	This denotes a programme from which successful students are recognised as having met the entry criteria for a specified programme of study. They do not necessarily guarantee entrance.	The partner owns the curriculum and is responsible for the quality and provision of the programme. The receiving institute recognises the partner's programme for the purpose of entry into its programme. The receiving institute does not make an award or award credit to the educational provision through access/feeder programme. The on-going appropriateness of the feeder relationship is monitored and periodically reviewed, but not usually in a MOA.
Access – equity ((NQAI)	The global inclusive term of 'equity'…refers to…policies and procedures for enabling and encouraging groups in society at present under-represented as students in higher education institutions and programmes or study areas, to gain access to and demonstration successful performance in higher education, and transition to the labour market.	
Access-de jure (NQAI)	The process by which learners may commence a programme of education and training having received recognition of knowledge, skill or competence required. (See the National Qualification Authority of Ireland documents, Policies Actions and Procedure for Access, Transfer and Progression for Learners).	
Accreditation	The terminology of external quality assurance is anything but unified.	

	Terms like external evaluation, review, audit and accreditation are being used at random. In the international quality debate on quality assurance, accreditation is increasingly defined as every formalised decision by an appropriately recognised authority as to whether an institute of higher education or a programme conforms to certain standards.	
	The European Consortium for Accreditation (ECA) defines accreditation as "formal and independent decision, indicating that an institution of higher education and/or programmes offered meet certain standards." This definition also covers some quality assessments that are described as "accreditation like procedures" (2). Accreditation is achieved through a multi-step process. (Self-evaluation documentation submitted by the unit undergoing accreditation; external assessment by independent experts: the accreditation). The accreditation decision upon a quality assessment based on internationally accepted quality standards. The final decision of the accreditation procedure itself is authoritative in nature, has been determined by external processes, and results in a "yes" or "no" judgement with a limited validity. Accreditation procedures contribute to the continued quality development of the accredited academic unit: Institutions receive advice about quality improvement throughout the accreditation process, which may extend beyond the "yes/no" decision itself. The present concept of accreditation in the areas of higher education serves to assure and develop quality: it can focus on institutions, constituent parts thereof, and study programmes, in order to: • Ensure or facilitate recognition of "credits" and university degrees in an academic context, such as, for example, when changing from on institution of higher education to another, in order to promote mobility. • Inform current and prospective students on the value of certain study programmes (consumer protection), • Allow employers to check the value and status of qualifications,	

	• Give institutions of higher education the opportunity to demonstrate appropriate allocation and use of public funds.	
Agent (UNESCO)	Third parties, such as brokers, facilitators, or recruiters, that acts as intermediaries between awarding and providing institutions for establishing transnational educational arrangements. An agent is not usually involved in the provision of educational services.	
Articulation	The process by which specific qualification and/or credits from a specific programme of study undertaken at an approved partner institution is recognised as giving advanced standing or entry to a specific programme at the receiving higher education institution. Usually entry is guaranteed, once learners hold the exit qualification named.	Formal MOA: Amongst other matters, the home provider agrees to formally periodically review the partner's programme to ensure the articulation remains valid. This is not collaborative provision, but without care in use of promotion al material misleading information can be inadvertently provided. Articulation needs to be addressed under an institutions standard quality assurance. See also Access/feeder programmes
Awarding body	An awarding body is a body that makes awards	In many jurisdictions there are statutory qualifications awarding agencies/bodies in addition to higher education providing institutions (usually universities) with degree awarding bodies
Awarding institutions	A provider of higher education which has degree awarding powers	
Award	An educational award which is made by an awarding body to a learner to record or certify that the learner has acquired a particular standard of	

	knowledge, skill or competence and include- • A certificate • a diploma, • a degree Awards are manifested in the issue of a certification of some sort, e.g. a diploma, a parchment.	
Award type-descriptor	An award type descriptor is a description of a class of named awards sharing common features and level. Award-type descriptors are determined by the National Framework of Qualifications.	
Award Standards	Together with the award–type descriptors of the National Framework of Qualifications (NFQ), the awards standards describe the learning, in terms of knowledge, skill and/or competence, that is to be acquired by learners before particular higher education and training awards may be made. The awards standards describe the learning required to pass. Awards standards are the expected outcomes of learning, inclusive of all education and training and are established by awarding bodies in concert with the NFQ.	
Cluster (see also regional cluster)	A term introduced into higher education discourse in the 2011 published National Strategy for Higher Education to 2030 – report of the Strategy Group. It represents a desired model of multi-type institutional collaboration whereby higher education providers in a particular region would agree to pool expertise, knowledge and resources for the purpose of exploiting respective institutional synergies for the benefit of learners in those intuitions and society as a whole.	
Collaborative provision	Two or more providers being involved by formal agreement in provision of a programme of higher education and training. (Curricular and educational resources are often shared to leverage strengths of partner institutions and create synergy.)	
Consortium	A group of partner providers collaborating together for the purposes of providing a programme of higher education, which may lead to the award	

	of one of the partner providers, or a joint award of a number of the partner providers, or a joint award of one of the partner providers and another awarding body.	
Conversion programme	This is a loosely defined term. It normally signifies a programme designed to enable a graduate to acquire a qualification in a new field building on learning in another field at the same NFQ level.	
Delegated Authority	FETAC/HETAC may delegate authority to a recognised institution of the Council (i.e. an institution specified under Section 24 of the Qualifications [Education and Training] Act 1999) to make awards.	
Diploma Supplement (European Diploma Supplement)	The Diploma Supplement (DS) is a document which is issued to accompany a higher education diploma, providing a standardised description of the nature, level, context, content and status of the studies completed by its holder. It promotes transparency in higher education and fair and informed judgements about qualifications. It also accommodates rapid changes in qualifications. National higher education institutions produce the supplement according to a template jointly developed by the European Commission, the Council of Europe and UNESCO. It has eight sections of information identifying the holder of the qualification; the qualification, its level and function; the contents and results gained; certification of the supplement; details of the national higher education system plus any additional information. The 48 European countries taking part in the Bologna Process have agreed that each graduate in their respective country should receive the Diploma Supplement automatically, free of charge and in a major European language.	
Dual/Double Degree Awards (multiple, dual or double0	The process by which two or more awarding institutions collectively contribute to a programme leading to a joint award which is manifested in the issue of two separate diplomas (parchments) in instances where there are legal barriers for one of the awarding bodies to be able to issue a single	All graduates receive a diploma supplement which provides information on the arrangement. One institution

	shared/joint diploma (parchment). (A joint award agreement must be in place.)	may be responsible for the issue of the DS.
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 various bodies have warned against individuals and companies replying on state regulation or second-hand reports as proxies for conducting their own due diligence.)	
ECTS_ European Credit Transfer System	'European transfer Credit System – ECTS credits are attached to the workload of a full time year of formal learning (academic year) and the associated learning outcomes. In most cases, student workload ranges from 1,500 to 1,800 hours for an academic year, whereby one credit corresponds to 25 to 30 hours of work'.	
ESG – European Standards and Guidelines	Standards and Guidelines for Quality Assurance in European Higher Education Area. Published by ENQA in 2005, revised 2009 and available at www.enqa.eu	
European Diploma Supplement – EDS	See Diploma Supplement.	
Exchange	An arrangement that facilitates the reciprocal exchange of staff and/or students between higher education institutions, where students are enrolled in, and graduate from, a "home" institution, but spend time at one or more "partner" institution(s). Includes ERASMUS exchanges.	
Franchising	The process by which a providing institution agrees to authorise the provision of all or part of one or more of its own approved programmes of study leading to an award by itself (if it is also an awarding body) or its awarding body. (This is not a term utilised or preferred by HEATAC although the model of provision is encompassed by the 2012 Collaborative Programmes Transnational Programmes and Joint Awards Policy)	
Institution-lead quality assurance		

Joint Degree Award	A joint degree should be understood as referring to a higher education qualification issued jointly by at least two or more higher education institutions with degree awarding powers or jointly by one or more higher education institutions with degree awarding powers and other awarding bodies, on the basis of a study programme developed and/or provided jointly by the higher education institutions, possible also in cooperation with other intuitions
	
	The Lisbon recognition convention Committee recommends that a joint degree may be issued as:
	    a joint diploma in addition to one or more national diplomas
	    a joint diploma issued by the institutions offering the study programme in question without being accompanied by any national diploma
	    one or more national diplomas issued officially as the only attestation of the joint qualification in question
	Extract from Recommendation on the Recognition of Joint Degrees, Adopted by the Committee of the Convention on the Recognition of Qualifications concerning Higher Education in the European Region on June 9th, 2004. www.cicic.ca/docs/Lisboa/jointdegrees.en.pdf
		Different definition used by many organisations without due regard to the Lisbon Convention which is binding.
		
		Confusion between an award and its manifestation in a parchment

Joint Validation	Joint validation means the process by which two or more awarding bodies each satisfy themselves (preferably utilising a single process) that a learner may attain knowledge, skill or competence for the purpose of an award jointly made by the awarding bodies.	
Learning Environment	Learning environments are diverse. Teachers and other learners are part of a learner's learning environment. Learning environments have both physical and social structures. Learners interact with the learning environment; the environment responds to the learner, and the learner to the environment.	
Minimum Intended Programme Learning	The minimum achievement (in terms of knowledge, skill and competence) that the learner is certified to have attained if he/she successfully	

	completes a particular programme (i.e. passes all the required assessments). The minimum intended programme learning outcomes define the minimum learning outcomes for a particular programme level. These must always be specified by the provider. If the programme allows substantial choice, there may need to be variant forms of the minimum intended programme outcomes – e.g. a programme might allow a person to choose from a number of specialisations.	
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.	
Named Awards	The particular awards, within an award type, which are named with respect to field of learning. Standards for named awards include reference to knowledge skill and competence within a specific field of learning (e.g. National Vocational Certificate Level 2 in Business Studies – Secretarial: National Craft Certificate – Motor Mechanic: National Diploma in Construction in Architectural Technology; Master of Philosophy in Medieval Language, Literature, and Culture)	
Off- Campus Provision	Teaching/Supervision is provided entirely by a provider's staff, but provision occurs away from any of the provider's campuses and the provision of the facilities (for example, teaching accommodation, library, etc.)	
Peer Review	The UNESCO definition of peer review is: Assessment procedure regarding the quality and effectiveness of the academic programmes of an institution, its staffing, and/or its structure, carried out by external experts (peers). (Strictly speaking, peers are academics of the same discipline, but in practice, different types of external evaluators exist, even though all are meant to be specialists in the field reviewed and knowledgeable about higher education in general.) The review may [also] vary the source of authority of peers, types of peers, their selection and training, their site visits and the standards to be met. A review is usually based on a self-evaluation report provided by the	

	institution and can itself be used as a basis for indicators and/or as a method of judgement for (external) evaluation in higher education. (Vlãsceanu, et al., 2004, p.44)	
Professional recognition body (Qual Bill 2011)	Means a body (including a professional association, professional institute, or any other professional organisation) required or authorised by or under a law of State to supervise or regulate the conduct of the persons engaged in a profession.	
Programme	A' "programme of education and training" means any process by which learners may acquire knowledge, skill or competence and includes courses of study or instruction, apprenticeships, training and employment'.	
Progression	The process by which learners may transfer from one programme of education and training to another programme where each programme is of a higher level than the preceding programme.	
Provider	A person who, or a body that, provides, organises or procures a programme of education and training	Not all awarding bodies are providers. Not all providers have degree awarding powers.
Provider country	A provider country is the country in which the provider is primarily based.	
Qualification	No distinction is being made between an award and a qualification.	
Quality Assurance Procedures	In very broad terms, provider-owned/institutional quality assurance refers to the mechanisms and procedures established by providers to achieve and maintain a desired level of quality of educational services and programmes. The desired level will be influenced by the provider's goals as well as its external obligations (e.g. to regulators and to statutory and professional bodies).	
Receiver country	A receiver country is a country in which receivers are based.	
Recognition of learning	A formal acceptance of a claim to a standard of learning on the part of a learner as being true or valid.	
Recognition of Prior Learning (RPL)	This is a process by which prior learning (that has taken place, through formal, non-formal or informal routes, but not necessarily been assessed or measured0 before entering a programme or seeking an award, is formally identified, assessed, acknowledged and given a value.	

	RPL is considered as encompassing all types of prior learning: AP(E)L has tended to become a collective term which encompasses, for example, Accreditation of Prior Certified Learning (APCL); Recognition of Prior Learning (RPL); Accreditation of Prior Learning and Achievement (APL&A); Recognition of Current Competencies (RCC): and, more recently learning Outside Formal Teaching (LOFT).	
Regional clusters (see also cluster)	A term employed in the 2011 published *National Strategy for higher Education to 2030 – Report of the Strategy Group* to represent a desired model of multi-type institutional collaboration whereby higher education providers in a particular region would agree to pool expertise, knowledge and resources for the purpose of exploiting respective institutional synergies for the benefit of learners in those institutions and society as a whole.	
Service provider	A company or organisation providing a service (to a higher education provider) which is not an educational service, e.g. room rental	
Student exchange agreements:	Reciprocal arrangements in which Institution X students study at a partner institution and partner institution students study at Institution X for a period of up to one year. Institution X students transfer credit earned away back to Institution X	
Transfer	The process by which students may transfer from one programme of education and training to another programme, having received recognition for knowledge, skill or competence acquired.	
Transnational education or Transnational higher Education	The full or partial provision of a programme of education in one county by a provider which is based in another country, (Where the provision is 'partial' clearly there are other providing parties involved, i.e. it is also collaborative provision)	
Transnational arrangement UNESCO	An educational, legal, financial or other arrangement leading to the establishment of (a) collaborative arrangements, whereby study programmes, or parts of a course of study, or other educational services of the awarding institution are delivered or provided by another partner institution; (b) non-collaborative arrangements, whereby study	

	programmes or parts of a course of study, or other educational services are delivered or provided directly by an award institution.	
Transnational provision	All types and modes of delivery of higher education study programmes, or sets of courses of study, or educational services (including those of distance education) in which the learners are located in a country different from the one where the awarding institution is based. Such programmes may belong to the education system of a State different from the State in which it operates, or may operate independently of any national education system.	
Validation	Validation means the process by which an awarding body shall satisfy itself that a learner may attain knowledge, skill or competence for the purpose of an award made by that awarding body.	