



**TUS**

**Technological University of the Shannon:  
Midlands Midwest**

Ollscoil Teicneolaíochta na Sionainne:  
Lár Tíre Iarthar Láir

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**TUS Policy and Procedures for Collaborative Provision (National and  
Transnational) 2023 - 2028**



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## **Part A: Policy for Collaborative Provision (National and Transnational)**

## 1.0 Introduction

The Technological University of the Shannon: Midlands Midwest (hereafter referred to as TUS or the Technological University) operates under the Technological Universities Act 2018<sup>[1]</sup>, the Qualifications and Quality Assurance (Education and Training) Act 2012<sup>[2]</sup> as amended (2019)<sup>[3]</sup>, and adheres to the highest standards of Quality Assurance in all its operations.

TUS is committed to building sustainable relationships with regional, national and international partners in a manner that serves the needs of learners. It is committed to the development of academic links with other HEI's, Universities/Technological Universities, nationally and internationally, in order to promote the intellectual, cultural, personal, and social development of students. The strategic importance of transnational programmes as instruments to increase internationalisation of the higher education sector is widely recognised. Under the European Universities initiative,<sup>[4]</sup> TUS has taken an important step forward in progressing its internationalisation strategy through its establishment and participation in the Regional University Network - European Union (RUN-EU) <sup>[5]</sup>. The RUN-EU initiative will contribute significantly to maximising impact and enabling the development of transnational study opportunities for students across its network. TUS is committed to the development of such strategic partnerships and the associated development and provision of collaborative programmes will be an important part of this activity.

In the development and delivery of all collaborative programme provision, TUS will be sensitive to the academic and professional requirements that govern the proposed partner's provision and will be cognisant of the appropriate regulatory environment that prevails in respect of such a partner. However, in line with statutory obligations, TUS recognises its quality assurance obligations to ensure that learners enrolled on collaborative or transnational programmes receive an equivalent learning experience to that of all learners.

## 2.0 Purpose of the Policy

The purpose of this policy is to set out a Technological University-wide policy approach to a range of collaborative provision including national and transnational arrangements. The policy is intended to inform all concerned about TUS procedures for assuring the standards and quality of collaborative provision and seeks to set out what is permissible as the variety of models and complexity of collaborations continues to expand.

Collaborations carry risk and it is incumbent on TUS to assess the risks involved and manage the process appropriately. In this context, the policy plays a role in protecting the reputation of TUS, nationally and internationally, and in protecting and maintaining the reputation of programmes of study offered by TUS and the associated awards conferred.

### 3.0 Key Terms and Definitions

The Policy provides the following key definitions to assist in differentiating between the different types of collaborative arrangements, collaborative programmes and the awards specified. In identifying the given definitions, TUS aligns with the *QQI Policy for Collaborative Programmes, Transnational Programmes and Joint Awards (Revised 2012)*<sup>[6]</sup>. TUS also aligns with the *European Approach for Quality Assurance of Joint Programmes (2015)*<sup>[7]</sup> as required by the *QQI Sector Specific Statutory Quality Assurance Guidelines for Designated Awarding Bodies*<sup>[8]</sup>. Additionally TUS aligns with the European Consortium for Accreditation (ECA) *Guidelines for Good Practice for Awarding Joint Degrees (2013)*<sup>[9]</sup> and the *Framework for Fair Recognition of Joint Degrees (2013)*<sup>[10]</sup>,. The definitions also align with the *Erasmus + Joint Programmes from A to Z: A Reference Guide for Practitioners (2020)*<sup>[11]</sup> and *Implementing Joint Degrees in the Erasmus Mundus action of the Erasmus+ Programme.*<sup>[12]</sup>

The importance of differentiating between a programme of study and the potential award(s) that may be attained upon completion of a given programme of study is noted.<sup>[3]</sup>

#### Collaborative Provision

Collaborative provision for the purpose of this Policy refers to TUS as one of “two or more providers being involved by formal agreement in provision of a programme of higher education and training” (*QQI Policy for Collaborative Programmes, Transnational Programmes and Joint Awards (Revised 2012)*)<sup>[4]</sup>

#### Collaborative Programme

The term “collaborative programme” shall be construed as an instance of collaborative provision.

#### Programme

A programme refers to a higher education curriculum leading to an award (degree, diploma or other certificate). It has coordinated elements (modules). The completion of a programme provides the student with a higher education qualification.<sup>[13]</sup>

## Award

An award is understood as an academic qualification (degree, diploma or other certificate), conferred in recognition of the successful completion of a higher education programme of study, either at the undergraduate or postgraduate level, and issued by a competent authority such as a designated awarding body.<sup>[13]</sup>

### 3.1 Types of Collaborative Provision

#### Transnational Collaborative Provision

Transnational Education, as defined in accordance with *QQI Policy for Collaborative Programmes, Transnational Programmes and Joint Awards*<sup>[6]</sup>, is the provision, or partial provision, of a programme of education in one country by a provider which is based in another country.

#### Co-delivery

Co-delivery refers to two or more providers being involved by formal agreement in the provision of a collaborative programme. One organisation is designated the lead provider and awarding body for the programme. The co-provider delivers specified part(s) of the programme by agreement.

#### Joint Programme

A Joint Programme refers to a single integrated curriculum (taught or research) that is designed and delivered collaboratively and, when completed, depending on the context, can lead to one of a range of degree or award types that include single award, joint award, double award (also known as a double degree) or multiple awards.

##### Single Award

One awarding body awards a single parchment acknowledged as the recognised award of the joint programme.

##### Joint Award

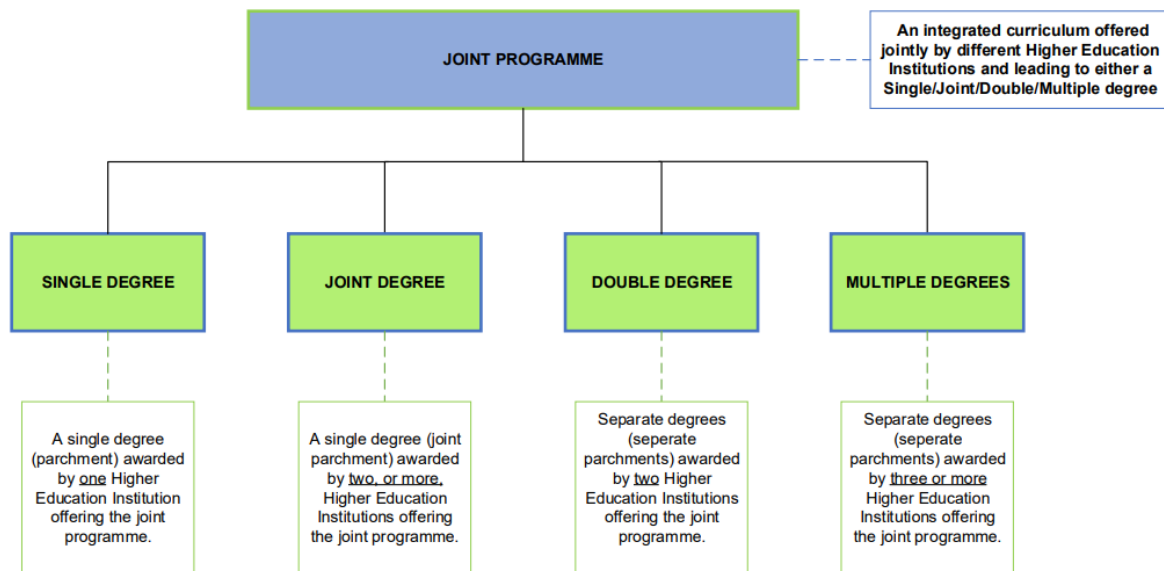
A Joint Degree (Award) is a single parchment awarded by higher education institutions offering a joint programme and nationally acknowledged as the recognised award of the joint programme.

##### Double Award (also referred to as Double Degree)

Two degree-awarding bodies work to develop and deliver a Joint Programme (taught or research) that leads to separate awards granted by each institution. The partner agrees to award the same qualification but will issue a separate parchment.

### Multiple Award (Multiple Degree)

Three or more degree-awarding bodies develop and deliver a Joint Programme (taught or research) that leads to separate awards granted by each institution. The partners agree to award the same qualification but will issue a separate certificate.



**Figure 1. Joint Programme and Potential Awards** [7]

### 3.2 TUS Policy on Awards for Joint Programmes

A Joint Programme involving TUS shall always lead to a Joint Award, unless:

- a) one, or more, of the partners is not an awarding body in which case a single award shall be issued;
- b) there is an evidenced valid reason prohibiting the issue of a joint award (such as a legislative or regulatory impediment).

In cases where a joint award cannot be issued a single, double or multiple award may be issued as appropriate in the particular context. The European Diploma Supplement shall reference the Double or Multiple context of the award appropriately

### 4.0 Scope of this Policy

This policy sets out the approach of the Technological University to the development and operation of all Collaborative Programmes between TUS and other national



and/or transnational providers of higher education programmes, whether existing or planned. The policy and its associated procedures provide direction to staff in evaluating complex proposals, drafting agreements and developing existing and new collaborations, thereby encouraging consistency, transparency and good practice. It also provides a basis for the annual monitoring and periodic review of such collaborations.

#### 4.1 Types of Collaborative Arrangements Covered by this Policy

- a) The policy will provide a reference when developing collaborative national and transnational provision including for all:
  - taught programmes from Level 6 to Level 9 on the NFQ, and,
  - research degree programmes at Levels 9 and 10 of the NFQ.<sup>[14]</sup>
- b) The Policy shall cover collaborative programme provision between TUS and the following types of partner organisation, national and/or transnational:
  - public higher education providers;
  - accredited private higher education providers (holding current accreditation from a recognised external accreditation agency);
  - selected accredited providers of other types of education and training with the capacity to act as co-provider of a higher education programme in the context of consortium provision;
  - selected non-academic/non-educational organisations with the capacity to act as co-provider of a higher education programme in the context of consortium provision.
- c) The policy governs the development and operation of the following types of collaborative programmes between TUS and other national and/or transnational providers of higher education whether existing or planned (See Section 3.0 for definitions):
  - a) Co-delivery;
  - b) Joint Programmes.
- d) The Policy shall cover programmes and awards which were originally developed and validated as single-provider programme(s) or single award(s) by one of the partner providers, and subsequently converted for collaborative provision by a national or transnational consortium. Any such converted programme or award shall require revalidation as a collaborative programme or joint award as appropriate.

## 4.2 Arrangements not covered by this Policy

The following types or arrangements which TUS engages in, or may engage in at a future point in time, do NOT come within the scope of this policy:

- 1) Linked Provision (C.f. *TUS Policy on Linked Provision and Linked Provider Framework*);<sup>[15]</sup>
- 2) Dual Degrees (two separate but linked degree programme leading to two awards);
- 3) Statutory Apprenticeship;
- 4) Study Abroad/Exchange;
- 5) Arrangements for Transnational Staff and Student Mobility (e.g. under the European Commission's Lifelong Learning Programme (e.g. Erasmus);
- 6) Articulation Agreements (C.f. *TUS Policy on Admissions, Transfer and Progression*).<sup>[16]</sup>
- 7) Off-campus/In-Company/Out-Centre provision where delivery of a TUS Programme is managed and quality assured by TUS.

## 4.3 Collaborative Arrangements Excluded by TUS

Under the terms of this policy, TUS shall not enter into 'Serial Collaborations'.

Serial collaborations are instances where TUS would enter into a collaborative arrangement with a partner organisation which, in turn, would use that arrangement as a basis for establishing collaborations of its own with third parties <sup>[6]</sup>.

## 5.0 Statutory and Regulatory Context

This policy fulfils the Technological University's requirements to have documented quality assurance arrangements for relationships with other parties as outlined in the *QQI Core Statutory Quality Assurance Guidelines for all Providers (Sections 10.1 and 10.2) (2016)* <sup>[15]</sup>. In writing this policy and its associated procedures, due regard has also been given to:

- Technological Universities Act 2018;<sup>[1]</sup>
- Qualifications and Quality Assurance (Education and Training) Act 2012;<sup>[2]</sup>
- Qualifications and Quality Assurance (Education and Training) (Amendment) Act 2019<sup>[3]</sup>
- QQI Sector Specific Statutory Quality Assurance Guidelines for Designated Awarding Bodies (2016);<sup>[8]</sup>
- QQI Policy for Collaborative Programmes, Transnational Programmes and Joint Awards (2012);<sup>[6]</sup>

- European Approach for Quality Assurance of Joint Programmes (2015)<sup>[5]</sup>
- ECA European Consortium for Accreditation Guidelines for Good Practice for Awarding Joint Degrees (2013);<sup>[7]</sup>
- IHEQN: Guidelines for the Approval, Monitoring and Review of Collaborative and Transnational Provision (2012).<sup>[18]</sup>

## 6.0 Overarching Principles

TUS subscribes to the guiding principles set out in the Irish Higher Education Quality Network's (IHEQN) Guidelines for Collaborative and Transnational provision <sup>[16]</sup>: namely "*providers of higher education;*

- 1) have primary responsibility for the management and provision of programmes of higher education and training for learners,
- 2) have the primary responsibility for the quality assurance of their provision, wherever or however it is delivered,
- 3) must ensure that learners enrolled on collaborative or transnational programmes (whether at home or overseas) which lead to awards of an Irish awarding body, receive an equivalent learning experience to that of learners studying at their campus in Ireland,
- 4) are cognisant of the strategic context for collaborative or transnational provision,
- 5) give due consideration to the academic support and pastoral care of students, and to their representation on appropriate institutional bodies/groups,
- 6) recognising that their decisions to collaborate and/or provide transnational higher education programmes may involve ethical considerations, are committed to respecting the human rights of their staff, learners, and partners in all their joint ventures,
- 7) develop institutional approval and quality assurance processes for collaborative/transnational provision which include the conduct of appropriate due diligence checks,
- 8) recognise the need to have formal written agreements for all collaborative arrangements".

## 7.0 TUS Criteria for Collaboration (National and Transnational)

### 7.1 General and Operational Criteria

- a) TUS recognises the different and varied complexities of proposed partnerships that may arise as part of collaborative provision proposals. Collaborations with education institutions, industry, community or sectoral bodies shall be with those that demonstrate:

1. the academic and/or professional standing to successfully contribute to or deliver programmes of study to appropriate academic and professional standards;
  2. the financial standing to sustain such programmes of study;
  3. adequate infrastructure facilities and resources to support such programmes of study, including appropriate staffing;
  4. the legal standing to enter into a contract to deliver such programmes of study.
- b) In respect of any proposal involving a private provider, TUS must satisfy itself as to the ownership of the prospective partner organisation and its governance structures. This will include consideration of whether academic and business decision-making are separate and whether the proposed partner is registered as a company or a charity, and the nature of any existing accreditation.
- c) All collaborations shall involve the development of a Memorandum of Agreement (MoA). The MoA shall outline the specific arrangements and responsibilities for the maintenance, sharing, transfer and retention of applicant and student records and the management of applications, enrolment, academic fees, registration, progression and final award.

## 7.2 Academic Criteria

- a) The academic standards and, where relevant, awards of the proposed collaborative partner shall be equivalent with the Technological University's awards and consistent with the Irish National Framework of Qualifications, Level Descriptors.
- b) Where required, mapping of programme curricula shall be undertaken by relevant academic staff.
- c) Programmes of study developed in collaboration with a partner, where the award is a TUS award, shall be subject to the programme approval, annual monitoring and periodic review policies and procedures of TUS, unless explicitly delegated to another body in the MoA.
- d) Staff delivering programmes of study shall be appropriately qualified according to the norms of TUS. Continuing professional development shall be provided to all staff delivering programmes, whether they be employed by TUS or a partner organisation.
- e) Where a prospective partner is directly involved in the delivery and/or the assessment of learning, or where adjunct faculty are employed in respect of any

prospective programme under consideration, TUS will assess the ability of the prospective partner organisation to manage processes for quality assurance.

- f) Where professional and statutory body accreditation requirements apply to a Technological University programme, confirmation shall be required as to whether these requirements apply to students entering a programme under a partnership. This shall be clearly stated in any agreement or documentation provided to students.

### 7.3 Student Experience Criteria

- a) The quality of the student experience and learning opportunities on proposed collaborative programmes shall be equivalent to those of students on enrolled programmes offered solely by TUS.
- b) The facilities provided for students in a proposed partner institution shall meet a minimum standard and will be verified by TUS, including through preliminary site visits to the proposed partner institution.
- c) The MoA between the TUS and the partner shall outline the specific arrangements to be put in place for the protection of enrolled learners in the event of the termination of a collaborative arrangement between the TUS and the partner.

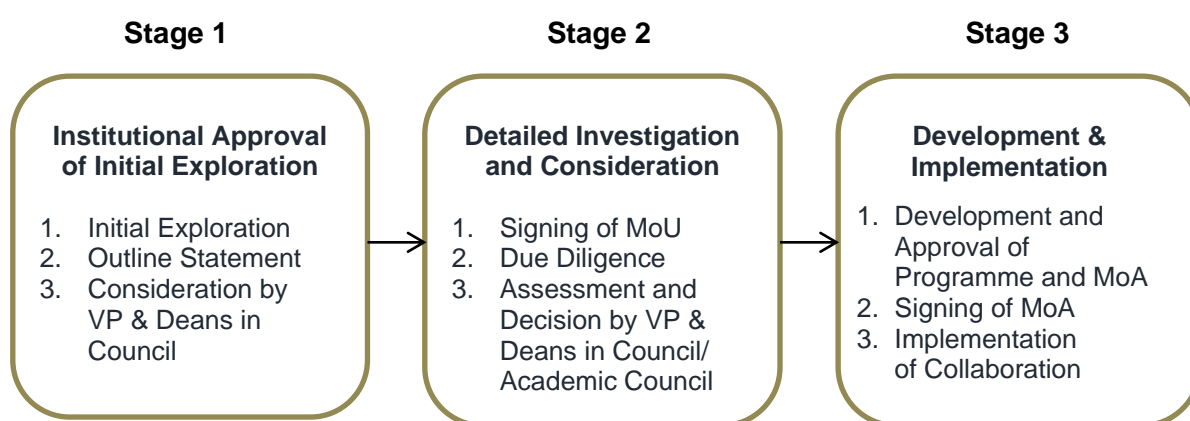
**Part B: Procedures for Collaborative Provision (National and Transnational)**

## 1.0 Common Procedures for All Collaborative Provider Relationships

This section describes the common procedures TUS will follow in considering establishing any collaborative provision relationship with a prospective new partner. There are three typical discrete stages to establishing a prospective collaborative provision relationship, namely:

1. Institutional Approval of Initial Exploration;
2. Detailed Investigation and Consideration; and,
3. Collaborative Provision Development and Implementation.

An overview of the three stages is presented in Figure 2, while a more detailed flow diagram illustrating the key steps involved is presented in [Appendix 1](#).



**Figure 2. Overview of the Stages for Establishing a Collaborative Provider Relationship.**

### 1.1 Stage 1: Institutional Approval of Initial Exploration

It is recognised that proposals for collaborations may arise from a range of sources including strategic alliances between higher education providers and the emergence of common teaching or research interests in different organisations. An obligatory first step is to establish that it is legally permissible to undertake the proposed activity.

Any planned collaborative provision activity between TUS and other national as well as transnational providers shall be considered by both the *VP's and Deans in Council* and Academic Council via an Outline Statement and a New Programme Proposal Application Form, respectively. The Outline Statement requires initial approval by the VP's and Deans in Council. This allows any emerging arrangement to be governed and managed strategically and systematically, and in full integration with the overall strategic goals of TUS.

## 1. Outline Statement Consideration by VP/Deans Council

The Programme Proposers, prepare and, with approval of the relevant Head of Department/Dean of Faculty/School, submit a completed Outline Statement to the VP's and Deans in Council. The outline statement sets out overall details on the parameters of the proposed collaborative provision arrangement in terms of:

- a) programme(s) involved;
- b) strategic justification;
- c) legal considerations;
- d) negotiation and development;
- e) management and/or oversight;
- f) relevant quality assurance oversight;
- g) nature and ownership of programmes;
- h) nature and ownership of awards;
- i) programme validation considerations;
- j) delivery and assessment mechanisms;
- k) learner entitlements as applicable;
- l) professional/regulatory body recognition (if applicable); and
- m) business case and estimate of costs.

A template for an Outline Statement is available in Appendix 2. While the individual points do not require elaboration in detail, the outline statement needs to provide sufficient information on each point to allow for an informed decision on the part of the VP's and Deans in Council. Research and work undertaken in the preparation for the Outline Statement will also have utility in the drafting of agreements (Stage 3).

The VP's and Deans in Council consider the proposal as detailed in the Outline Statement and make one of the following recommendations:

- (i) grants approval to perform a detailed investigation and consideration of the collaborative provision proposal;
- (ii) requests further information and the resubmission of the Outline Statement;
- (iii) does not grant approval to proceed with the proposed investigation.

## 2. Academic Council Consideration of New Programme Proposal.

In accordance with the *TUS Policy and Procedure for New Programme Validation, Revalidation and Modification*<sup>[19]</sup> a New Programme Proposal Form is completed and with approval of the relevant Head of Department/Dean of Faculty is submitted to Academic Council for consideration.



## 1.2 Stage 2: Collaborative Provision Investigation

There are two key parts to the collaborative provision investigation and assessment, namely;

1. Development and Signing of Memorandum of Understanding (MoU),
2. Due Diligence Investigation.

### 1.2.1 Development and Signing of MoU

A time-limited MoU will be established prior to the conduct of due diligence to set the enabling framework for the sharing of confidential information. The MoU outlines the broad parameters of the proposed collaboration and is a statement of intent with an expectation that it will lead to the collaborative activity envisaged. However, it is not binding on the parties and does not constitute approval to deliver a collaborative programme. It provides an authorisation to proceed with a Due Diligence and Risk Assessment exercise as a basis for entering into a formal collaborative agreement, the Memorandum of Agreement. The MoU enables the sharing of information for due diligence and associated risk assessment exercises to be conducted by all parties to the proposed collaborative provision. It also allows for an assessment of the relevant quality assurance processes of the collaborative provider to be undertaken. The agreement does not bind either party to pursuing collaborative activity but provides a framework upon which collaboration can be built.

- a) The President, or a Vice President, signs any MoU on behalf of TUS.
- b) The MoU must be countersigned on behalf of any other party by a representative of similar status and with the authority to enter into such an agreement.

MoU's that have not led to collaborative activity within 3 years will be nullified, following appropriate consultation with partners.

### 1.2.2 The Due Diligence Investigation

Due Diligence is the process whereby a prospective partner is evaluated and judged suitable, or not, for assuming responsibility, under agreed conditions, for the delivery and management of programmes, in whole or in part, which lead to TUS awards. An important consideration informing any risk assessment is protection of the enrolled learner.

- a) Overall oversight of the due diligence search related to a proposed collaborative arrangement remains with *TUS VP's and Deans in Council*.
- b) The due diligence involves a detailed investigation of the proposal under five key

risk areas: [6, 18]

1. financial risk;
  2. legal risks;
  3. academic risks;
  4. operational risks;
  5. reputational risk.
- c) During due diligence, the prospective partner may be asked by TUS for documentation and evidence that enables the following criteria, inter alia, to be assessed:
1. legal status, reputation and compliance;
  2. financial status and financial sustainability;
  3. organisational structure, governance and management of QAE;
  4. academic QAE system and procedures;
  5. additional information as requested by TUS to enable completion of the due diligence investigation.
- d) The specified risk areas will be addressed in two due diligence risk assessments, which combined shall make up a Due Diligence Report:
1. Financial and Legal Risks incorporating relevant aspects of Reputational Risk;
  2. Academic and Operational Risks incorporating relevant aspects of Reputational Risk.
- e) Responsibility for the co-ordination of Financial and Legal due diligence shall lie with the Vice President of Finance and Corporate Governance. The Office shall establish a process, as appropriate, for the conduct of the due diligence assessment that align with the specific context of the proposed collaboration and provider.
- f) Responsibility for the co-ordination of Academic and Operational due diligence shall lie with the Head of Quality, working in conjunction with the relevant Dean of Faculty/School, Head of Department and the Office and the Vice President of Academic Affairs and Registrar.
- g) Due diligence shall be initiated with 2 weeks of receiving notification of requirement. Completion of due diligence may vary depending on the particular context but shall normally be completed within 6 weeks of initiation.
- h) The Head of Quality, working in conjunction with the relevant Dean of Faculty/School, Head of Department, will convene an academic and operational due diligence review panel and co-ordinate:
1. the preparation of a questionnaire appropriate to the context of the proposal, to be completed by the prospective partner;
  2. the issue of the questionnaire to, and its return from, the prospective partner;

3. a site visit, including a meeting with key stakeholders, to the prospective partner, if deemed necessary by the due diligence review panel;
4. the completion of an Academic and Operational Due Diligence Report based on findings from 2 and 3, above.

A template for the Academic and Operational Due Diligence Report is provided in Appendix 3.

- i) Given the developmental nature of the proposed collaboration, due diligence enquiries should be carried out in consultation with the TUS proposers, and in a manner appropriately respectful of both the proposed partner and the preliminary stage of the discussions.
- j) The Due Diligence Report is presented to the VP's and Deans in Council for consideration. Depending on the context, the VP's and Deans in Council may also seek third-party input, as required.

### 1.2.3 Assessment and Decision

- a) The VP's and Deans in Council consider the Due Diligence Reports received and take into account the evidence, analysis and conclusions of the report.
- b) Based on these considerations, the VP's and Deans in Council will issue a recommendation on the further development of the proposed collaborative arrangement. The VP's and Deans in Council may recommend that:
  1. development of the collaborative arrangement should be progressed;
  2. development of the collaborative arrangement should be terminated;
  3. the parameters of the collaborative arrangement should be modified with a proposal resubmitted.
- c) The VP's and Deans in Council will notify the proposers of the reasons for its recommendation through the Faculty/School structure.
- d) Upon endorsement by the VP's and Deans in Council, the recommendations will be formally presented to Academic Council via the Quality Assurance and Enhancement Subcommittee.
- e) Where the TUS VP's and Deans in Council, and Academic Council has recommended that the proposed collaboration should be further developed, the TUS proposers shall inform, in writing, the partner organisation.
- f) The proposers in conjunction with the proposed partners should commence preparation of a detailed Memorandum of Agreement (MoA) as outlined in Section 1.3 Stage 3, Collaborative Provision Agreement, as appropriate.
- g) Where the TUS VP's and Deans in Council, and Academic Council has recommended that a proposed collaboration should not be pursued, the proposers shall inform, in writing, this decision to the proposed partners.

- h) Due Diligence Reports that have not led to collaborative activity within 3 years will be nullified, following appropriate consultation with partners.

#### 1.2.4 Academic and Operational Due Diligence at Programme Level

The protection of enrolled learners is an integral part of the TUS Programme Validation Process. The requirement for academic and operational due diligence may be fulfilled at programme level where a collaboration involves:

- a) a partner for which TUS has entered into an existing inter-institutional agreement, in which due diligence requirements at Institutional level have been met as part of that agreement;
- b) other Public Higher Education Institutes in Ireland;
- c) an external partner delivering a minor/special purpose/supplemental award of 10 ECTS Credits and for Microcredentials.

*C.f. Section 4.0, Specific Considerations for the Validation of Collaborative Programmes.*

#### 1.3 Stage 3: Collaborative Provision Agreement and Development

Once the collaborative arrangement has been approved, a comprehensive MoA shall be developed between TUS and the collaborative provider. The MoA shall make provision for the academic management, assessment and QAE procedures and processes. The precise nature of the relationship between TUS and the Collaborative Provider shall be articulated in the MoA.

- a) While the precise content of the MoA will vary depending on the particular programme context, partner organisation, and whether national or transnational, the following are indicative statements/articles for inclusion, inter alia, as appropriate:
  1. scope and nature of provision covered by the agreement;
  2. responsibilities of TUS and the partner organisation;
  3. aspects of this Policy and Procedures, if any, which are delegated to the collaborative provider;
  4. academic regulations that apply to the collaborative programmes;
  5. obligations of TUS and of the Collaborative Provider in respect of quality assurance procedures;
  6. awarding arrangements that apply to the collaborative programme;
  7. the content and design of the award parchment to be provided to learners;
  8. financial and administrative arrangements;

9. operational planning and responsibilities;
  10. publicity;
  11. Intellectual Property Rights;
  12. record keeping, data retention and data protection;
  13. ongoing monitoring of the collaboration;
  14. entry into force and termination of the agreement;
  15. programme costings and resourcing issues as relevant;
  16. ongoing monitoring and review;
  17. arrangements in place for the protection of learners in the case of termination of the agreement or inability of a partner to fulfil the agreement.
- b) The provisions governing the establishment, operation, quality assurance and termination of a collaborative programme leading to a single award shall be formally established and set out in the MoA.
  - c) In the case of a Joint Award, the MoA is referred to as a Joint Awarding Agreement and sets out the provisions governing the institutional relationship established and agreed between the partner providers. Please refer to Section 3.0, *Specific Considerations and Procedures for Joint Awards*.
  - d) In the event of the termination of the collaborative agreement, the MoA should specify how learners enrolled on collaborative programmes are protected. TUS and the recognised Collaborative Provider shall implement, on commercially reasonable terms, arrangements to enable students who are enrolled on programmes that are accredited by TUS and are the responsibility of the recognised Collaborative Provider to complete their programmes.
  - e) The date signed and duration of the agreement shall be clearly stated within the Memorandum of Agreement.
  - f) The MoA shall be submitted to VP's and Deans in Council and Academic Council for approval.
  - g) The President, or a Vice President, signs the MoA on behalf of TUS. The MoA must be countersigned on behalf of any other party by a representative of similar status and with the authority to enter into such an agreement.
  - h) Students shall not be registered by TUS on a collaborative programme without a signed and dated MoA in place.

The MoA for a collaborative programme will typically expire after a maximum of 5 years. At the commencement of the year prior to the expiration of a MoA, the relevant Faculty/School, together with the collaborative partner, should initiate a formal review process.

## 2.0 Specific Considerations and Procedures for Joint Programmes and Awards

The Technological University recognises that under the National Strategy for Higher Education 2030,<sup>[20]</sup> joint awards are an increasing factor in higher education provision. Furthermore, with the participation of TUS in the RUN-EU University Network, the development of joint programmes and provision of transnational joint awards will be an increasing area of academic provision.

- a) Participating institutions establish parameters within which they will enter into joint programme award arrangements, with due consideration of issues relating to possible exit points and awards, responsibility for management of quality assurance, and responsibility for the student experience.
- b) One Institution shall be designated as the First/Home Institution and the Institution responsible for the overall administrative co-ordination of the joint programme.
- c) In accordance with Section 3.2, where it is not possible to issue a single Joint Parchment (Joint Award) in defined circumstances, a Single, Double or Multiple Award may be issued, as appropriate. The European Diploma Supplement shall reference the Double or Multiple context of the award appropriately.

The provisions governing the establishment, operation, quality assurance, time-limitation and termination of a programme leading to a joint award shall, as a rule, be formally established and set out in TWO separate but complementary Memoranda of Agreement; namely,

1. A Joint Awarding Agreement (JAA);
2. A Consortium Agreement.

### 2.1 The Joint Awarding Agreement

The Joint Awarding Agreement for a joint award sets out the provisions governing the institutional relationship established and agreed between the partner providers and any relevant awarding or quality assurance bodies including QQI for entering into, operating and terminating the joint awarding arrangement, as well as the regulations and processes for the making and conferring of awards, the principles governing the accreditation/validation and re-accreditation/re-validation of programmes and the issuing of results.

- a) While the precise content of the agreement will vary depending on the particular programme context, partner organisation, and whether national or transnational, the following are indicative statements/articles for inclusion, inter alia, as appropriate:

1. definition of TUS's position as First/Home or Second/Host Institution.
  2. agreement on if/how students can register on the programme (i) with each of the partner institutions via mechanisms which may be specific to the collaboration, or (ii) with only one institution which becomes the designated Home Institution for those students;
  3. awarding arrangements that apply to the joint programme;
  4. academic regulations that apply to the joint programme;
  5. financial and administrative arrangements;
  6. operational planning and responsibilities;
  7. obligations of each partner in respect of quality assurance procedures including ongoing monitoring;
  8. the content and design of the award parchment to be provided to learners;
  9. arrangements for the termination of the agreement;
  10. arrangements in place for the protection of learners in the case of termination of the agreement.
- c) The Joint Awarding agreement shall be submitted to the VP's and Deans in Council and Academic Council for approval.
1. The President, or a Vice President, signs the JAA on behalf of TUS.
  2. The JAA shall be countersigned on behalf of any other party by a representative of similar status and with the authority to enter into such an agreement.

## 2.2 The Consortium Agreement

The Consortium Agreement for a programme leading to a joint/multiple award specifies all regulations and provisions governing the accreditation/validation, operation, quality assurance and learning experience of the programme leading to the joint award.

- b) Partner institutions offering a joint programme of study normally designate one as the First/Home Institution and the Institution responsible for the overall administrative co-ordination of the joint programme.
- c) Where particular provisions follow approved quality procedures and arrangements of one of the partner providers, it shall be permissible to refer to the relevant section(s) in that partner's current approved quality documentation. A copy of this documentation should be appended to the Consortium Agreement, or an electronic link included, as appropriate. Specific consortium governance issues may be addressed within the Consortium Agreement as appropriate.
- d) The provisions of Consortium Agreements shall be specific and detailed. While

the precise content of the agreement will vary depending on the particular programme context, partner organisation, and whether national or transnational, the following are indicative areas for inclusion, inter alia, as appropriate:

1. a specification of the Academic Regulations governing assessment and examination;
  2. partner institutions will agree, where necessary, grade equivalences;
  3. procedures and processes for programme management, operation and quality assurance (including appropriate mechanisms for the involvement of learners);
  4. examination appeals procedures and disciplinary processes;
  5. entitlement of learners on the programme leading to the joint award;
  6. provisions, and operating procedures, for access, transfer and progression, including the recognition of prior learning where applicable;
  7. provisions regarding programme learning resources and learner supports where applicable;
  8. delivery systems where applicable; and
  9. any other pertinent provisions which have not been covered in the Joint Awarding Agreement.
- e) The Consortium Agreement shall be submitted to VP's and Deans in Council and Academic Council for approval.
1. The President or a Vice President, signs the Consortium Agreement on behalf of TUS. The Agreement is also signed by the Dean of Faculty/Head of School.
  2. The Consortium Agreement shall be countersigned on behalf of any other party by a representative of similar status and with the authority to enter into such an agreement. The Agreement is also counter signed by the appropriate Head of Function responsible for operating and overseeing the programme in the partner institution.

### 3.0 Specific Considerations for Transnational Collaborative Provision

Transnational collaborations may require a number of specific requirements over and beyond those required for national collaborations. In initiating proposals, conducting due diligence and developing MoA's the following are indicative areas that may require particular consideration:

- a) Transnational provision should be considered and developed to align with the Mission and Priorities of the TUS Strategic Plan;



- b) Consideration must be given to determining any potential requirements to reconcile different legal and regulatory frameworks and/or involve statutory, awarding and quality assurance agencies operating in the other country;
- c) It may be necessary to involve all relevant national statutory, awarding and quality assurance agencies operating in the country of each partner provider in the establishment, accreditation/validation and quality assurance, as appropriate, of the collaborative arrangement;
- d) There is a requirement to develop specific, robust, operable and sustainable oversight and quality assurance mechanisms where co-providers are judged to be physically or culturally remote;
- e) There is a requirement to safeguard the quality of the education and the standard of the awards in cases where a programme, learner support and/or assessment are wholly or partially provided in a language different from the languages in which TUS normally operates (that is English and Irish);
- f) Approval of any new programmes offered transnationally will be conditional upon assurance by the transnational provider that-
  - 1 it can be offered without risk of compromising academic quality in a sufficiently resourced learning environment,
  - 2 appropriate staffing arrangements have been made and are sustainable for the duration of the programme or the agreement,
  - 3 the teaching facilities will be adequate and at an appropriate standard to support the proposed activity,
  - 4 library services and IT facilities will be adequate to support the proposed activity,
  - 5 academic support and pastoral care of students is available and adequate, and that the student body has representation on appropriate Institutional bodies/groups;
- g) Programmes offered transnationally need not be limited to the same programmes offered at the Technological University;
- h) The appointment of internal and external examiners who are linguistically and academically competent to make judgements is regarded as an overarching requirement. Should the use of translators be unavoidable, permission must be sought from the TUS Academic Council on a case by-case basis. The specific arrangements must be specified in the MoA;
- i) Where there is a divergence in programme structure or curriculum between locations, consideration must be given to the impact on credit or registration and where required students must be made aware of this impact;

- j) A language of instruction other than English may be approved for a programme/portion of a programme. In such circumstances, consideration must be given to any additional support requirements for the delivery and administration of the programme. The circumstances for approving such an arrangement need to be specified in the MoA;
- k) Prospective learners shall be informed of the identity of the awarding bodies, the programme(s) accreditation/validation status, the award-type, the award and its placement in relevant frameworks of qualifications, prior learning and other admission requirements;
- l) The delivery of the validated programme outside of the state may occasionally involve a staff member, or members, travelling to the country for a temporary period of time.

#### 4.0 Specific Considerations for the Validation of Collaborative Programmes

All collaborative programmes leading to TUS awards must be validated and approved by TUS Academic Council in accordance with the *TUS Policy and Procedures for Programme Validation, Revalidation and Modification*.<sup>[19]</sup>

- a) To allow for differences in collaborative provision partners' contexts and programmes, the Vice President of Academic Affairs, in consultation with the Faculty/School, may make changes to the documentation requirements, the nature of the validation event and the composition of the Panel.
- b) The New Programme Document shall contain supplemental information for the delivery of the programme, or specified parts of the programme, by the collaborative provider.
- c) The Validation Panel will give particular focus to the collaborative provision context of the proposed programme and the award being sought, the environment in which the programme operates, including the management structure and to consider the comparability of the student experience with that of a similar programme of study delivered within TUS.
- d) The validation panel will also consider any relevant aspects of academic and operational risk arising from the collaborative nature of the programme proposal.
- e) Upon completion of the validation process, all relevant MoA's, approved by VP's and Dean's in Council and Academic Council, should be submitted for signature.

## 5.0 Ongoing Monitoring and Periodic Review of Collaborative Provision

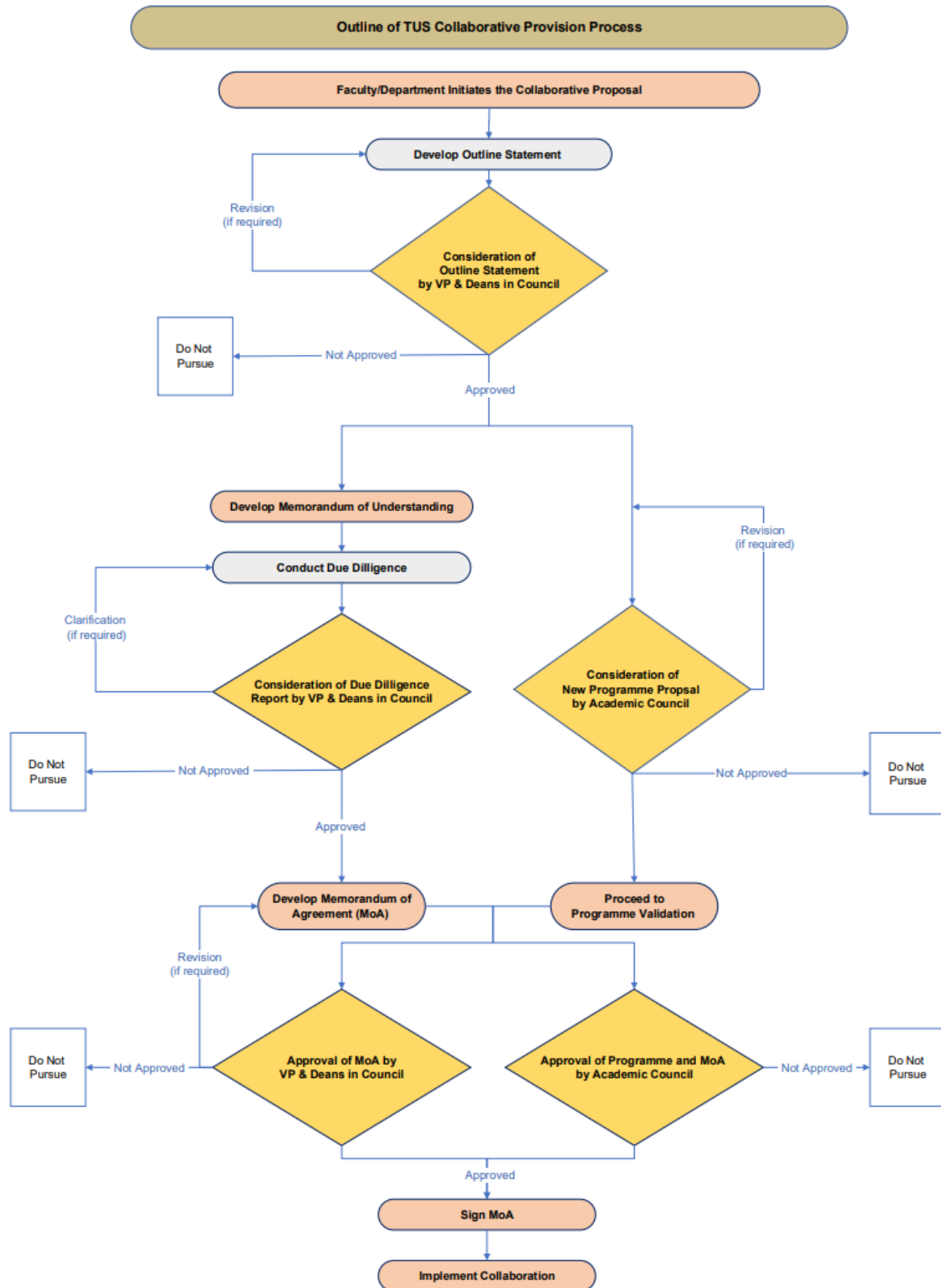
- a) Collaborative Programmes will be subject to the governance and programme reporting requirements as by other TUS programmes including Faculty, Department and Programme Boards. As such they will be subject to the same programme reporting requirements within these fora as all other TUS programmes.
- b) In the case of a Joint Programme, a Joint Programme Board (in that it contains members from both/all institutions involved) shall be established, to oversee and assure the academic standards and content for the programme, reporting into the relevant governance structure at both/all institutions involved.
- c) A Collaborative Programme Report (on the status and operation of the collaborative programme) shall be prepared by the Programme Board at agreed intervals, and shorter than those set for the periodic review. This report shall be submitted and considered by the relevant Department and Faculty Board. While the precise nature of the report may vary depending on the particular context, the following indicative areas may be included:
  1. indicators of programme performance (e.g. enrolments, learner performance, graduate destinations);
  2. Programme feedback sought and received;
  3. Operational issues arising;
  4. Any other arising circumstances with a significant effect, existing or foreseeable, on the operation, quality and standards of the programme;
  5. The collaborative relationship.
- d) Collaborative programmes will be subject to Programmatic Review as required by the *TUS Policy on Programme Validation, Revalidation and Modification*<sup>[19]</sup> and by the *Quality and Qualifications Ireland (QQI) Act, (2012)*.<sup>[2]</sup>
- e) Additional procedures for ongoing monitoring of collaborative programmes may be developed, as appropriate, and detailed in the respective MoA.

## 6.0 References

1. [Technological Universities Act \(2018\)](#)
2. [Qualifications and Quality Assurance \(Education and Training\) Act \(2012\)](#)
3. [Qualifications and Quality Assurance \(Education and Training\) \(Amendment\) Act \(2019\)](#)
4. The European Universities Initiative
5. Regional University Network - European Union (RUN-EU)
6. [QQI Policy for Collaborative Programmes, Transnational Programmes and Joint Awards \(Revised 2012\)](#)
7. [European Approach for Quality Assurance of Joint Programmes 2015](#)
8. [QQI Sector Specific Statutory Quality Assurance Guidelines for Designated Awarding Bodies](#)
9. [ECA European Consortium for Accreditation Guidelines for Good Practice for Awarding Joint Degrees](#)
10. [ECA European Consortium for Accreditation Framework for Fair Recognition of Joint Degrees \(2013\)](#)
11. [Joint Programmes from A to Z: A Reference Guide for Practitioners \(2020\)](#)
12. [Implementing Joint Degrees in the Erasmus Mundus action of the Erasmus+ programme \(2020\)](#)
13. [Council of Europe. 1997. Convention on the Recognition of Qualifications concerning Higher Education in the European Region](#)
14. [National Framework of Qualifications](#)
15. TUS Policy on Linked Provision and Linked Provider Framework. TUS Academic QAE Handbook.
16. TUS Policy on Admissions, Transfer and Progression. TUS Academic QAE Handbook.
17. [QQI Core Statutory Quality Assurance Guidelines \(for all providers\) \(2016\)](#)
18. [IHEQN: Guidelines for the Approval, Monitoring and Review of Collaborative and Transnational Provision \(2012\)](#)
19. TUS Policy on Programme Validation, Revalidation and Modification. TUS Academic QAE Handbook.
20. [National Strategy for Higher Education to 2020](#)

## 7.0 Appendices

### Appendix 1: The TUS Collaborative Provision Process



Appendix 2. Template for an Outline Statement.



Proposing Faculty and Department	
Campus Location	
Lead Proposer(s)	
Type of Collaborative Programmes Involved	
Programme(s) Titles	
Proposed/Expected Programme Start Dates	
Strategic Justification	
Legal Considerations	
Negotiation and Development	
Management and/or oversight of Programme	
Alignment with TUS Quality Assurance	
Nature and ownership of programmes	
Nature and ownership of awards	
Programme validation considerations	
Delivery and Assessment	

Learner entitlements as applicable	
Professional/Regulatory Body Recognition (if applicable)	
Business Case and Estimate of Costs	
Any Additional Information Deemed Pertinent	

Signed: \_\_\_\_\_  
Head of Department

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Signed: \_\_\_\_\_  
Dean of Faculty/School

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Appendix 3. Template for TUS Academic and Operational Due Diligence Report



**A) Proposed Collaborative Provider Details**

	<b>Insert Details</b>
Named of Proposed Collaborative Provider	
Address	
Chief Officer Name/Role Title/Email Address	
Contact Person for Collaborative Proposal Name/Role Title/Email Address	
Title of proposed Collaborative Programme(s)	

**B) Resource, Governance, and Structural Requirements**

1. Does the provider have fit-for-purpose governance, management and decision- making structures?

2. Does the provider have capacity to deliver education and training as demonstrated through experience and track record in providing education and training programmes?



3. Does the provider have sufficient resources, as well as corporate, structural and internal quality assurance systems in place, to sustainably provide education and training programmes submitted for programme approval to the designated awarding body?

**C) Programme Development and Operational/Provision Requirements**

1. Has the provider demonstrated its ability to design, develop, provide and review programmes as appropriate and comply with the standard conditions for programme approval specified by the designated awarding body?

2. Does the provider have a fit-for-purpose and stable complement of education and training staff?

3. Does the provider have fit-for-purpose premises, facilities and resources?

4. Does the provider have structures and resources to underpin fair and consistent assessment of learner achievement?

5. Does the provider have arrangements for the protection of enrolled learners?

**D) Overall Findings**

1. Is the proposed partner in good academic standing within its own country and internationally?

Yes

No

2. Are the educational mission, ethos, objectives and methods of the proposed partner sufficiently compatible with those operated in TUS to allow for a successful collaboration?

Yes

No

3. Does the TUS Midlands Midwest Review Panel recommend approval of the Proposed Collaboration

Yes

No

Signed:

\_\_\_\_\_  
Chairperson (Academic and Operational Due Diligence Panel)

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_