

# MEMORANDUM OF UNDERSTANDING RELATING TO A STRATEGIC PARTNERSHIP BETWEEN THE BRITISH COUNCIL AND THE QUALITY ASSURANCE AGENCY FOR HIGHER EDUCATION

THIS AGREEMENT IS DATED

22 August 2013

## PARTIES

**THE BRITISH COUNCIL** is a body incorporated by Royal Charter and registered as a charity (under number 209131 in England and Wales and number SC037733 in Scotland), with its principal office at 10 Spring Gardens, London, SW1A 2BN ("**British Council**"); and

**THE QUALITY ASSURANCE AGENCY FOR HIGHER EDUCATION ("QAA")** is an independent body, a registered charity and a company limited by guarantee (registered charity number 1062746 in England and Wales and SC037786 in Scotland). QAA is a UK wide organisation. Its principal office is at Southgate House, Southgate Street, Gloucester GL1 1UB, with offices in London, Cardiff and Glasgow.

### **1      Background and Purpose**

1.1 The Education and Society Strategic Business Unit of the British Council and QAA are planning to work in strategic partnership to enhance the profile of UK higher education (UKHE) internationally and to identify opportunities for mutual cooperation in providing services to international clients (the "**Partnership**"). By clarifying their roles, the parties to this agreement wish to advance their missions by working together and in partnership. This Agreement is intended to set out the main areas of agreement for a more strategic and sustainable partnership going forward. The objectives and activities of specific strands for collaboration are set out in Annex A.

### **2      Objectives and Missions**

2.1 The **British Council** is the United Kingdom's cultural relations organisation, a non-departmental public body incorporated by the Royal Charter and registered as a charity in England and Scotland. The British Council focuses on cultural and educational relationships between the United Kingdom and other countries. It has a number of charitable objectives contained in its Charter including developing a wider knowledge of the English language and promoting the advancement of education. The 2015 Corporate Plan commits to 'enhanced UK leadership of and shared learning from international education' with 'focus on internationalising higher education, with thought leadership of the UK at the heart, creating new opportunities for collaboration between government, higher education institutions and business'.

2.2 The British Council has longstanding authority in the field of international higher education (IHE) and has worked closely with higher education institutions in the UK and overseas for over 70 years. It has a track record of building relations of trust with Ministries of Education, universities, colleges and other educational bodies in the UK and overseas and uses its on-the-ground expertise and capacity to advise and deliver on high value education opportunities and the promotion of the UK higher education sector globally. The British Council's IHE programme targets individuals, institutions and systems, operates nationally, regionally and internationally and currently delivers a focused and high-value portfolio across four overlapping areas:

1. **Global Policy Dialogue:** Thought leadership through conducting and commissioning research, convening global policy dialogues regionally and delivering the annual IHE summit, Going Global.

2. **Education Market Intelligence:** Client-funded services in education market intelligence on global trends in IHE and bespoke services and market access to UK higher education institutions.
3. **Knowledge Economy Partnerships:** Academic, institutional and sectoral partnerships, including tripartite partnerships that bring together governments, higher education institutions and businesses.
4. **International Student Mobility and Alumni:** Support to the student experience through inward and outward international mobility, celebrating alumni achievements and building alumni networks.

2.3 QAA was established as the quality assurance service for providers of higher education in the UK in 1997 with the mission to safeguard standards and improve the quality of UKHE. QAA aims to protect the interests of everyone working towards a UK higher education qualification, however and wherever they study, within the UK or abroad. An essential part of QAA's work internationally is quality assurance of UKHE transnational education (TNE).

2.4 QAA has an enviable reputation internationally, being widely recognised as the authoritative voice on quality assurance worldwide. It has recently undergone external review by the European Association of Quality Assurance Agencies (ENQA) of which it was a founding member. QAA is currently a member of the International Network of Quality Assurance Agencies in Higher Education (INQAAHE) and participates in the Asia-Pacific Quality Network (APQN). QAA is also a member of the Council for Higher Education Accreditation (CHEA) International Quality Group (CIQG), and participates in many forums and policy dialogues with international partners. In addition, QAA has links with partner agencies around the world through Memoranda of Agreement, Cooperation and/or Understanding.

2.5 Many UK institutions offer higher education provision through partnership links with organisations abroad, or establish overseas campuses. As part of QAA's work, it also reviews the partnership arrangements that UK higher education institutions have made with organisations in other countries to deliver programmes leading to UK qualifications as well as the delivery of online and other distance learning provision.

2.6 QAA is widely respected as a global leader in quality assurance. The British Council provides international opportunities, intelligence and connections for the sector overseas. Each party agrees to respect the others' distinct leadership roles in these different areas.

2.7 Both organisations work in partnership with each other, with higher education institutions, the UK Department for Business Innovation and Skills (BIS), the UK Home Office, the Foreign and Commonwealth Office and UK Trade and Investment (UKTI), the Scottish Government, the Welsh Government and the Government of Northern Ireland.

2.8 QAA quality assures the UK HE sector internationally, safeguarding its reputation and good standing and the British Council provides relationship management, connections and intelligence with higher education institutions and sectors internationally. Both organisations are free to act autonomously. This Memorandum of Understanding reflects a commitment to engage actively in reciprocal partnership and the desire that the two organisations work in partnership to support and promote the reputation for the quality of the UK higher education sector globally. The partnership between QAA and the British Council relates specifically to the British Council in its capacity as a

non-departmental public body, jointly promoting and supporting the UK HE sector, and excludes the client-funded higher education services provided by the British Council.

### **3 Principles of Partnership**

3.1 In general, the Partnership, together with each of the strands of collaboration outlined in Annex A will be governed by one (or more) detailed Project agreement(s) drawn up by the Liaison Group (see Annex B) for specific Project Activity, which will include a clear action plan with agreed targets.

3.2 When carrying out the Project, each party shall:

- collaborate and cooperate with the other party;
- adhere to the governance structure set out in clause six (or as otherwise agreed in writing) to ensure that activities are delivered and actions taken as required;
- communicate openly about any major concerns, issues or opportunities relating to the Project of which it becomes aware;
- where possible, share information, experience, materials and skills with the other party and develop effective working practices, and work collaboratively with the other party to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
- adopt a positive outlook and behave in a positive, proactive manner;
- adhere to statutory requirements and best practice and comply with applicable laws and standards including data protection and freedom of information legislation;
- act in a timely manner and respond to reasonable requests from the other party within a reasonable period;
- manage stakeholders effectively;
- ensure sufficient and appropriately qualified resources are available and authorised to fulfil its responsibilities set out in this Agreement;
- act in good faith to support achievement of the Key Objectives; and
- where possible, proactively inform the other party of major projects and activities which substantively overlap with the objectives and mission of the other party, inform the other party in advance of any policy or other major announcement, and seek ways to involve and include each other in the development and outcomes of these projects in line with the principle set out in paragraph 2.6 above.

3.3 In undertaking the partnership, both organisations remain independent of each other, retaining all of the freedoms of an independent organisation.

(Together, these are the “**Principles**”.)

#### **4 Protection of Intellectual Property Rights**

4.1 The terms on which each party shall be entitled to use the other party's intellectual property rights and the ownership of any intellectual property rights arising out of the project will be set out in the relevant project agreement.

#### **5 Marketing, Promotion and Confidentiality**

5.1 In promoting the Partnership, both parties agree to use their respective networks of contacts.

5.2 Neither party shall hold the other party accountable for any fees, charges or other costs incurred as a result of their respective marketing and promotion efforts.

5.3 The parties shall agree upon a press release to be issued after the date of this Agreement and each party shall thereafter be entitled to refer to this Agreement and its relationship with the other party as described in such press release without the prior consent of the other party. Each party has an obligation not to make any other announcements without the prior consent of the other.

#### **6 Governance**

6.1 Partnership Owners:           Jo Beall - British Council  
                                                  Richard Jarman - QAA

6.2 The Partnership owners will:

- deal with overall management of the partnership
- identify and agree strategic partnership opportunities
- agree and review membership of the Liaison Group
- receive and review reports from the Liaison Group
- receive and review the list of all collaborative projects being undertaken by the Liaison Group

6.3 Review of Partnership:       Martin Davidson - British Council  
                                                  Anthony McClaran - QAA

6.4 The partnership owners together with the Chief Executives of the British Council and QAA will meet annually to review progress and agree next steps.

#### **7 Third Parties**

7.1 Third parties cannot benefit from or seek to enforce any rights under this Agreement under The Contracts (Rights of Third Parties) Act 1999.

#### **8 Disputes**

8.1 In case of a dispute, controversy, or claim arising relating to the subject matter of this Agreement the parties shall attempt in good faith to reach an amicable resolution through negotiation; however, if this is unsuccessful any disputes should first be escalated to the Partnership Owners and if they fail to reach agreement then to the respective Chief Executives of the parties.

## **9 Freedom of Information**

9.1 The parties acknowledge that the British Council is subject to the Freedom of Information Act 2000 (the Act) and, notwithstanding anything to the contrary in this Agreement, may be obliged to disclose any information which it holds in response to a request received under that Act. Although not subject to the Act, QAA complies with the Act as if it were subject.

## **10 Amendments and Variations**

10.1 Such amendments and variations to the clauses in this Agreement as may from time to time be deemed necessary may only be made by written agreement between the parties. Such amendments and variations would be recorded in an annex to this Agreement signed by both parties.

## **11 Scope of this Partnership**

11.1 This Partnership is intended to reflect the cooperation between two parties who are not in a formally constituted partnership or an agency relationship with each other. It represents the non-binding expression of the current intentions of the parties and neither party will incur nor be bound by any legal obligations hereunder to the other until and unless definitive agreements have been negotiated and executed by both parties in relation to the proposed strands of collaboration.

## **12 Expenses**

12.1 Save for existing collaborative activity, which is outside the scope of the Partnership, both parties undertake to cover their own expenses in relation to the implementation of the Partnership and administration of the Liaison Group.

## **13 Timeframe and Termination**

13.1 The term of this Agreement will commence on the date of execution of this Agreement and will continue for a period of two (2) years (the "Initial Term"), unless sooner terminated in accordance with the provisions hereof.

13.2 Following the Initial Term, this Agreement shall continue in full force and effect thereafter for successive intervals of one (1) year ("Successive Terms") unless either party terminates the Agreement. The Initial Term and any Successive Term may be referred to collectively as the "Term."

13.3 Either party may terminate this Agreement by giving at least three months' notice in writing to the other party at any time.

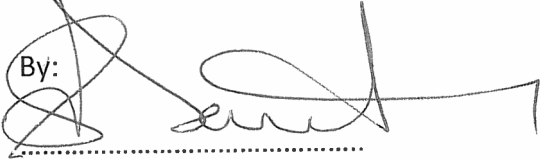
13.4 This Agreement shall be governed by and construed in accordance with English law and without affecting the dispute resolution procedure in clause eight (8); each party agrees to submit to the exclusive jurisdiction of the English courts for all purposes relating to this Agreement.

SIGNED ON

22 August 2013

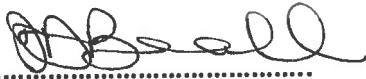
**THE BRITISH COUNCIL**

By:



Name: **Martin Davidson**

Title: Chief Executive



Name: **Jo Beall**

Title: Director Education and Society

**QUALITY ASSURANCE AGENCY FOR  
HIGHER EDUCATION**

By:



Name: **Anthony McClaran**

Title: Chief Executive



Name: **Richard Jarman**

Title: Director of Public Engagement

## **Annex A: Proposed strands for Collaboration**

QAA and the British Council intend to sign one (or more) separate agreement(s):

- Working in partnership on delegations to maximise coordination of activities and dissemination of information, with the British Council supporting incoming delegations and QAA being responsible for discussions and activities related to quality assurance.
- Working in partnership to develop research proposals in areas of common interest and to attract external funding support to undertake research activity.
- Co-convening research and other dissemination conferences, seminars and workshops.
- Working in partnership to provide appropriate advice and support to international ministries and agencies seeking to improve their higher education system in country.
- Working in partnership to provide appropriate support services to international institutions seeking to improve their quality assurance.

(Together, these are the “Key Objectives”.)