



**MINISTRY OF EDUCATION AND
SPORTS**



**QUALITY ASSURANCE AGENCY FOR
HIGHER EDUCATION**

MEMORANDUM OF UNDERSTANDING

**TO SUPPORT COLLABORATION IN THE REVIEW OF HIGHER EDUCATION INSTITUTIONS AND
CAPACITY STRENGTHENING OF HIGHER EDUCATION QUALITY ASSURANCE IN ALBANIA**

THIS AGREEMENT IS DATED THE¹⁸..... DAY OF DECEMBER 2014

THE PARTIES

THE ALBANIAN MINISTRY OF EDUCATION AND SPORT ("MES") is the ministry responsible for education and education policies in the Republic of Albania. Its offices are located at Rr. Durrës, no [], Tirana, Albania; and

THE QUALITY ASSURANCE AGENCY FOR HIGHER EDUCATION ("QAA") is an independent body, a company limited by guarantee (registered in England and Wales Number 3344784) and a registered charity (registered charity number 1062746 in England and Wales and SC037786 in Scotland). QAA is a UK wide organization. Its registered and principal office is at Southgate House, Southgate Street, Gloucester GL1 1UB, with offices in London, Cardiff and Glasgow.

1 Background and Purpose:

- 1.1 MES is carrying out an institutional reform of higher education in the Republic of Albania, and it intends to establish mutual cooperation with professional agencies in the higher education sector, including QAA, to support this process.
- 1.2 MES through this Memorandum of Understanding (hereinafter referred as the "**MoU**") intends to establish a collaborative working arrangement with QAA. MES will seek to engage the expertise of QAA through its government body responsible for higher education, the Albanian Public Accreditation Agency for Higher Education ("**PAAHE**"), to support the external review of higher education institutions in Albania to enable institutional accreditation and to undertake capacity building of PAAHE.
- 1.3 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 UK higher education ("**UKHE**"). QAA aims to protect the interests of everyone working towards a UKHE 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**").
- 1.4 QAA is recognised internationally within higher education quality assurance and in 2013 underwent external review by the European Association of Quality Assurance Agencies ("**ENQA**") of which it was a founding member, and is currently the only quality assurance agency in Europe to have met all of the European Standards and Guidelines for higher education ("**ESG**"). ENQA's report on QAA stated:

informed and constructively challenging. The Panel has been consistently impressed by the calibre and professionalism of all those contributing to the work of QAA in maintaining quality and standards across HE in the UK’.

QAA is also listed on the European Quality Assurance Register (“EQAR”).

- 1.5 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 internationally. In addition, QAA has links with higher education bodies around the world through various memorandas of cooperation and/or understanding.
- 1.6 This MoU sets out the intention of the parties to establish and maintain a strategic collaborative working arrangement to support the development of quality assurance of the higher education sector in Albania. The terms of reference for each individual project to be undertaken by QAA with PAAHE under the framework of this MoU are set out in Annex A.

2 Principles of Working Arrangement

- 2.1 In general, the parties will work together on each individual project within the terms of reference outlined in Annex A and each individual project will be governed by one (or more) detailed contracts (“Project Contract”) agreed between QAA and MES, and entered into by QAA and PAAHE on behalf of MES, for specific activities (“Project Activities”), which will include clearly specified requirements and outputs.
- 2.2 In support of delivery of Project Activities between QAA and PAAHE, MES and QAA shall:
 - collaborate and co-operate with each other;
 - communicate openly with each other about any major concerns, issues or opportunities relating to the Project Activities of which they becomes aware;
 - where possible, share experience, materials and skills with each other and develop effective working practices, and work collaboratively with each other to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
 - maintain a professional outlook and behave in a professional, proactive manner to be expected of organizations such as themselves;
 - adhere to statutory requirements and best practice and comply with applicable laws and standards including data protection and freedom of information legislation;
 - respond to reasonable requests from the other party within a reasonable time period;
 - manage stakeholders effectively;
 - ensure sufficient and appropriately qualified resources are available and authorised to fulfil their responsibilities under this MoU and any subsequent Project Contract;
- 2.3 In entering into this MoU, the parties remain independent of each other, retaining all of the freedoms of an independent organisation.

3 Protection of Intellectual Property Rights

- 3.1 The terms upon 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 any Project Activities will be set out in the relevant Project Contract.

4 Promotion and Confidentiality

- 4.3 The parties shall agree upon a press release to be issued after the date of this MoU and each party shall thereafter be entitled to refer to this MoU 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, such consent not to be unreasonably withheld or delayed.

5 Governance

- 5.1 The MoU parties nominated representatives are:

Arbjan Mazniku – Ministry of Education and Sport

Stephen Jackson – Quality Assurance Agency

- 5.2 The MoU parties nominated representatives will:

- deal with overall management of this collaborative arrangement; and
- receive and review the list of collaborative projects proposed to be undertaken with PAAHE and monitor the outcomes of any agreed Project Activities to ensure that any reputational risks to either party are mitigated.

6 Third Parties

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

7 Disputes

- 7.1 In case of a dispute, controversy, or claim arising relating to the subject matter of this MoU the parties shall attempt in good faith to reach an amicable resolution through negotiation.

8 Freedom of Information

- 8.1 The parties acknowledge that QAA, although not subject to the Freedom of Information Act 2000 ("FOIA"), complies with the FOIA and, notwithstanding anything to the contrary in this MoU, may be obliged to disclose any information which it holds in response to a request received under the FOIA.

9 Amendments and Variations

- 9.1 Such amendments and variations to the clauses in this MoU 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 MoU signed by both parties.

10 Scope of this MoU

- 10.1 This MoU is intended to reflect the collaborative arrangement between two parties who are not in a formally constituted partnership or an agency relationship with each other. This MoU

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 a definitive Project Contract has been negotiated and executed by both parties in relation to the proposed Project Activities.

11 Timeframe and Termination

11.1 The term of this MoU will commence on the date of its execution by both parties and will continue for an initial period of two (2) years (the "**Initial Term**"), unless sooner terminated in accordance with the provisions hereof.

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

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

SIGNED ON 2014

THE ALBANIAN

MINISTRY OF EDUCATION AND SPORT

By:



Name: **Lindita Nikolla**

Title: Minister

THE QUALITY ASSURANCE

AGENCY FOR HIGHER EDUCATION

By:



Name: **Stephen Jackson**

Title: Associate Director, International

Annex A: Terms of Reference

To the Memorandum of Understanding between The Albanian Ministry of Education and Sport, Albania ("MES") and The Quality Assurance Agency for Higher Education, United Kingdom ("QAA"):

'TO SUPPORT COLLABORATION IN THE REVIEW OF HIGHER EDUCATION INSTITUTIONS AND CAPACITY STRENGTHENING OF QUALITY ASSURANCE IN ALBANIA'

Subject to a Project Contract, QAA and the Albanian Public Accreditation Agency for Higher Education ("PAAHE"), on behalf of MES, will collaborate with the aim of achieving one or more of the following Project Activities:

I. Potential scope and purpose of a Project Contract:

- a) Develop and promote a long-term collaborative relationship between QAA and PAAHE on the process of the institutional accreditation of PPHE, in the Republic of Albania.
- b) Capacity strengthening of PAAHE;
- c) The provision of consultancy and technical assistance in support of PAAHE's ENQA membership process and application;
- d) Ongoing collaboration between QAA and PAAHE for a system wide analysis and program evaluation for accreditation purposes.

II. Potential duties and tasks required from QAA:

- a) Nominate and elect the foreign peer-review experts, upon the final consent of PAAHE;
- b) Undertake external evaluation processes, based on European standards and guidelines, Albanian state standard, and the best practice of higher education quality assurance;
- c) Proof, edit and format the final report and ensure it is fit for the decision-making and publication procedure. The final report for each PPHEI shall be delivered officially to PAAHE for presentation to the Accreditation Council;
- d) Support PAAHE, for capacity enhancement of its staff;
- e) Training of peer-review panels for the external evaluation process;
- f) Provide technical assistance for the development and elaboration of methodology and procedures of institutional evaluation process;
- g) Consult, facilitate and assist PAAHE for the ENQA membership process and procedures;
- h) Design and provide advice in the designation process of the style and formats of the surveys and reports, in cooperation with PAAHE;
- i) Conclude and ensure that the final reports are fit for publication;

III. Potential duties and tasks required from PAAHE:

- a) Support QAA, through coordinating the process with PPHEI's and other third parties in the Republic of Albania;
- b) Collaborate with QAA for the establishment of peer-review panels;
- c) Select and nominate the local experts as panel members;
- d) Draft and enter into legal contracts with QAA-UK, in accordance with the laws in the Republic of Albania;
- e) Assist and accompany the peer-reviews panels;
- f) Monitor the individual procedures in accordance with standard procedures and regulations;
- g) Provide data analysis and other useful materials, necessary to the Project;
- h) Provide financial and administrative support for the Project;
- i) Support the local and international experts on finalising the evaluation process of the Accreditation;
- j) Assist on peer-review reports outcome;
- k) Schedule and prepare appropriate peer-review agendas for site visits in PPHEI-s.

- l) Translate the final reports and publish them according to the applicable laws and regulations in the Republic of Albania;

IV. Reporting and Publication

- a) Any publications resulting from a Project Contract, must contain reference to and acknowledge this MoU. Likewise, this MoU must be referenced in any and all legal and formal presentations, deriving from this MoU.
- b) The final reports on the Institutional Accreditation of HHPE's shall be prepared, assembled and published by QAA, in accordance with their applicable rules and regulations.
- c) PAAHE shall publish a summary, both in English and Albanian of the final reports prepared and delivered by QAA-UK, while technical full reports will be available to the PPHEI-s.

V. Coordination

Each party, QAA and PAAHE, shall appoint a manager ("Project Manager") who will have the following responsibilities:

- a) To act as principal contact for individual and group activities and to plan and coordinate all activities within their organisation as well as with the collaborating institution.
- b) To provide regular reports to the other parties on the status of the process of accreditation and on the Project in general;
- c) To ensure that any preparatory work is implemented in accordance with the proposed timetable, as agreed between QAA, PAAHE and MES.
- d) Cooperate with other representatives of the parties in the preparation of any data analysis, questionnaires, surveys and the data collection for pre-review evaluation;
- e) Collect information and reports from nominated and agreed peer-review experts

VI. Financial and logistic support for the expert/s:

- a) The expert/s will have all the services, facilities and information needed to prepare, organize and finalize the requested activity, and will have the full cooperation with PAAHE.
- b) PAAHE will provide travel expenses/lodging/food/allowances, necessary for the accomplishment of the agreed Project Activities.
- c) The charge for the Project Activities will be determined by the parties and shall be determined before the parties agree and sign the Project Contract's terms.

VII. The working language

- a) The working language will be English; all materials produced by the expert/s should be in English.