

**Memorandum Of Understanding  
between  
the Quality Assurance Agency (QAA)  
and  
the Office of the Independent Adjudicator for Higher Education (OIA)**

## **Introduction**

1. QAA was established in 1997 to provide an integrated quality assurance service for UK higher education. It is an independent body funded by subscriptions from universities and colleges of higher education, through contracts with the main higher education funding bodies, and from fees for providing educational oversight for independent colleges. Its mission is to safeguard standards and improve the quality of higher education.
2. QAA investigates concerns about the standards and quality of higher education provision, and the accuracy and completeness of information published about their higher education provision, raised by students, staff, and other people and organisations, where QAA think these concerns indicate serious systemic or procedural problems.
3. The OIA Scheme was designated under the Higher Education Act 2004 which established an independent Scheme to adjudicate on student complaints against universities in England and Wales without charge to complainants. The OIA, which had run a voluntary Scheme from March 2004, became Designated Operator of the student complaints scheme in January 2005. The Consumer Rights Act 2015 amended the HEA 2004 to extend the OIA's jurisdiction to providers offering HE courses designated for student support funding, and providers with degree awarding powers. Governing bodies of qualifying HE Providers are required to comply with the Scheme Rules.

The OIA has the duties of Designated Operator under the 2004 Act to publish the Scheme and supply relevant information to the appropriate UK and Welsh Assembly Government Ministers. It is also a Registered Charity, under the supervision of the Charity Commission.

4. Under the Scheme, which is funded by annual member subscriptions, together with a case fee element, the OIA has a wide remit to consider an "act or omission" by an HE Provider, brought by a student or former student. Complaints must not relate to academic judgment, nor does the OIA consider complaints about admissions, employment related issues or matters that have been or are being considered by a Court. Generally, a complainant must first have exhausted the HE Provider's internal processes before bringing a complaint.

5. Both the QAA and OIA are members of the Regulatory Partnership Group (RPG) established in September 2011 by HEFCE and the Student Loans Company (SLC). Its purpose is to advise Government, HEFCE and other national agencies on policy, strategic and operational issues arising from the development of the funding and regulatory arrangements for higher education in England.

### **Purpose and basis of the memorandum of understanding**

6. The purpose of this document is to provide a framework for continued working relationships between the OIA and QAA to:
  - set clear expectations as to what stakeholders, users and each party expects of the other
  - avoid unnecessary duplication of effort
  - ensure that the respective expertise of the organisations involved is mutually recognised
  - develop a deeper understanding of our respective roles and responsibilities
  - take each other's interests into account, where appropriate, in policy and procedural development.
  - notify each other, where appropriate, in advance where there is a likelihood of significant announcements and development which may impact on each other's key areas of work
  - inform stakeholders about our relationship and be clear about our distinctive roles, both at corporate and officer level
7. It establishes relationships for consultation and co-operation based on a common understanding of each organisation's business and a joint wish to make best use of finite resources for mutual and public benefit.
8. The organisations recognise, and have regard for, their respective roles and responsibilities and recognise the independence of their remits.

### **Exchange of information**

9. The OIA and QAA will identify the areas where their complementary roles and independent functions inter-relate, and agree areas where it is appropriate to share information and contribute to the respective work of the other organisation. This includes:

- Where appropriate, to inform one another as soon as practicable on relevant developments within our areas of responsibility, where possible prior to release of any reports, press releases speeches or policies.
- To exchange information that may be reasonably useful to the other, subject to the imperatives of mandates, necessary confidentiality constraints and safeguards.
- Where appropriate, to maximise opportunities for joint communication on matters of mutual and public interest.
- Subject to general public interest, the Freedom of Information Act, and the Data Protection Act, and other constraints (e.g. commercial confidentiality, price sensitive matters) our exchanges may be confidential.

10. Where appropriate, we will invite each other to events hosted by one and of interest to both.

11. Where appropriate, we will liaise, involve and keep each other informed as necessary on drafting key documents relevant to the other's functions.

**Management, monitoring, reporting and confidentiality arrangements**

12. This Memorandum shall take effect from the date of signature below and continue until any organisation gives notice that it wishes to terminate the agreement.

13. The Memorandum of Understanding will be reviewed annually and may be modified at any time by joint agreement of the organisations.

14. Management of the Memorandum will be conducted by officers on behalf of the OIA and QAA as detailed below:

OIA	Felicity Mitchell	0118 9559095	<a href="mailto:felicity.mitchell@oiahe.org.uk">felicity.mitchell@oiahe.org.uk</a>
QAA	Julian Ellis	01452 557127	<a href="mailto:j.ellis@qaa.ac.uk">j.ellis@qaa.ac.uk</a>

15. The named contacts shall agree detailed arrangements for regular communication and exchange of information between the OIA and QAA, which shall include an annual review meeting.

16. The arrangements detailed in this Memorandum will be monitored by the named contacts. Each contact will be responsible for notifying the organisation of which s/he is an officer of any concerns. Such concerns may lead to the termination of this Memorandum.

17. Each organisation will observe confidentiality as required in relation to shared information which is not in the public domain.

## Publication of memoranda

18. Both QAA and the OIA will place a copy of this memorandum on their respective websites [www.qaa.ac.uk](http://www.qaa.ac.uk) and [www.oiahe.org.uk](http://www.oiahe.org.uk)

## Legal effect of the memorandum of understanding

19. It is recognised and accepted that this Memorandum does not create any rights, liabilities or obligations which would have binding effect in law.

Signed Robert Behme Dated 4 January 2016  
(Chief Executive, OIA)

Signed Justin Glanville Dated 18 December 2015  
(Chief Executive, QAA)

## **Annex A**

### **INFORMATION SHARING AGREEMENT**

#### **BETWEEN:-**

- (1) The Quality Assurance Agency for Higher Education (QAA) of Southgate House, Southgate Street, Gloucester GL1 1UB; and
- (2) The Office of the Independent Adjudicator for Higher Education (OIA) of Second Floor, Abbey Gate, 57-75 Kings Road, Reading, RG1 3AB;

together herein referred to as 'the Parties'.

#### **1. Introduction**

- 1.1 This information sharing agreement sets out the principles that underlie the information sharing between the parties.
- 1.2 The information sharing agreement is intended to support an effective and specific information sharing arrangement between the parties.

#### **2. Purpose**

- 2.1 The Parties hereby agree that where they have areas of common interest it is appropriate to have an effective information sharing arrangement with a view to such shared information contributing to the respective purpose of each Party, such purpose including but not being limited to:-
  - protecting standards and quality in UK higher education and
  - maintaining public confidence in the integrity and reputation of UK higher education; and
  - contributing to high quality student experience by promoting good practice in handling complaints and appeals.

### **3. Scope**

3.1 This Agreement to share information includes but is not limited to:-

- informing each other as soon as practicable as to relevant developments within their own areas of responsibility, where possible prior to the release of any reports, press releases, speeches or policies;
- maximising opportunities for joint communication on matters of mutual and public interest;
- information that may reasonably be useful to the other Party in undertaking its operational objectives, subject to any necessary confidentiality constraints and safeguards;
- information of systemic concerns about academic standards and quality in providers of UK higher education; and
- issues raised under either Party's concerns or complaints schemes.

and is hereinafter referred to as 'Information'.

### **4. Fair and lawful sharing and processing of Information**

4.1 The Parties acknowledge:-

- that certain safeguards are necessary in order to ensure a balance between maintaining confidentiality and sharing Information appropriately;
- that they are aware that the Data Protection Act 1998 contains key principles governing the sharing of Information; and
- the relevance of the Human Rights Act and the common law duty of confidentiality.

4.2 Both parties confirm that they are registered under the Data Protection Act 1998, as detailed in Appendix 1.

### **5. Security and Confidentiality**

5.1 The Parties recognise that Information must be kept confidential and secure and not disclosed to any third parties. Each Party will take all appropriate precautions to preserve the security of all shared Information, including the prevention, alteration or damage to that Information, and prevent access by non-authorized third parties.

5.2 A Party may disclose the other Party's Information to those of its representatives who need to know such Information, provided that:

- it informs such representatives of the confidential nature of the Information before disclosure; and
- it procures that its representatives shall, in relation to any Information disclosed to them, comply with the obligations set out in this Agreement as if they were a party to it, and at all times, it is liable for the failure of any representatives to comply with the obligations set out in this Agreement.

- 5.3 A party may disclose Information to the extent such Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible.
- 5.4 Any suspected or actual breaches in either Party's data security will be reported to the other Party without delay.
- 5.5 Each Party reserves all rights in its Information. No rights or obligations in respect of a party's Information, other than those expressly stated in this Agreement, are granted to the other Party or to be implied from this Agreement.
- 5.6 The terms of this Agreement shall not apply to any Information that:
- is or becomes generally available to the public (other than as a result of its disclosure by the receiving Party or its representatives in breach of this clause);
  - was available to the receiving Party on a non-confidential basis before disclosure by the disclosing Party;
  - was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement with the disclosing Party or otherwise prohibited from disclosing the Information to the receiving Party; or
  - the Parties agree in writing is not confidential or may be disclosed.
- 5.7 On termination of this Agreement for whatever reason, each Party shall:
- return to the other Party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Information;
  - erase all the other Party's Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically practicable); and
  - certify in writing to the other Party that it has complied with the requirements of this clause, provided that a recipient Party may retain documents and materials containing, reflecting, incorporating or based on the other Party's Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by a recipient Party following termination of this Agreement.
- 5.8 Except as expressly stated in this Agreement, no party makes any express or implied warranty or representation concerning its Information.
- 5.9 The confidentiality provisions of this Agreement shall continue to apply after termination of this Agreement.

## **6. Release of and access to Information**

- 6.1 Information may be shared by verbal, electronic or paper means, as appropriate and agreed between the Parties.
- 6.2 Receipt and management of Information will be undertaken by those officers of the Parties detailed in Appendix 2.
- 6.3 Each Party shall keep the other Party's Information confidential and shall not:
- use such Information except for the purpose of exercising or performing its rights and obligations under this agreement; or
  - disclose such Information in whole or in part to any third party, except as expressly permitted by this Agreement.
- 6.4 Access to Information shared by one Party with the other will only be granted to those within the receiving Party who have an appropriate and relevant business requirement.
- 6.5 Neither Party will give access to personal data contained in any Information to any external body, other than in response to a subject access request under the Data Protection Act.
- 6.6 Each Party will inform the other of any information request it receives for access to personal or non-personal data contained in any Information received from the other Party.

## **7. Retention of Information**

- 7.1 Notwithstanding each Party's right to request the return of their Information upon termination of this Agreement, each Party will retain and destroy shared Information according to their own internal retention/destruction program/schedule.

## **8. Liability**

- 8.1 Each Party acknowledges that it is responsible for the Information provided by the other Party under this Agreement and for the acts and/or omissions of its employees, representatives and any other party with access to the Information, whether under the terms of this Agreement or not.

## **9. Indemnity**

- 9.1 Each party will indemnify the other in respect of any costs, expenses, damages and losses incurred as a result of a breach of this Agreement by the other party.



## 10. Term

10.1 This Agreement shall take effect from the date of signature on the Memorandum of Understanding between the parties and continue until either organisation gives notice that it wishes to terminate the Agreement.

### Appendix 1

#### Data Protection Registration

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Name of Organisation	The Quality Assurance Agency for Higher Education
Address of Organisation	Southgate House Southgate Street Gloucester GL1 1UB United Kingdom
Data Protection Act Registration Number	Z570112X
Renewal Date	23 September 2015

Name of Organisation	The Office of the Independent Adjudicator for Higher Education
Address of Organisation	Second Floor Abbey Gate 57-75 Kings Road Reading RG1 3AB
Data Protection Act Registration Number	Z8088582
Renewal Date	2/9/16

## Appendix 2

### Schedule for exchanging information

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<b>Information to be exchanged</b>	<b>Purpose of exchange</b>	<b>When should it be exchanged</b>	<b>Who is responsible for actioning the exchange</b>
Student numbers by provider	To validate existing data on student numbers	Annually	QAA Julian Ellis
Complaints and concerns stats by provider	To assist the OIA in monitoring	Annually	QAA Julian Ellis
Annual stats on student complaints by provider	To assist QAA in monitoring information relevant to systemic concerns about academic standards and quality	Annually	OIA Felicity Mitchell
Summary information identifying broad themes and concerns	To assist QAA in monitoring information relevant to concerns about academic standards and quality across the sector or in individual providers	Annually	OIA Felicity Mitchell