MEMORANDUM OF UNDERSTANDING

between

the Quality Assurance Agency for Higher Education, United Kingdom

and

Chinese Service Centre for Scholarly Exchange, People’s Republic of China

This Memorandum of Understanding is made between the Quality Assurance Agency for Higher Education, Southgate House, Southgate Street, Gloucester, GL1 1UB, hereafter referred to as QAA.

and

The Chinese Service Centre for Scholarly Exchange, People’s Republic of China

Floor 10, Splendid Times Plaza, No. 56, Beisihuan West Road, Beijing, 100080, People's Republic of China, hereafter referred to as CSCSE

QAA and CSCSE are referred to as each a 'Party' and collectively as 'both Parties'.
Whereas

QAA was established in 1997. QAA’s purpose is to maintain academic standards and enhance the quality and global reputation of UK higher education. It does this by working with higher education providers, regulatory bodies and students with the shared objective in supporting students to achieve positive educational outcomes. As a membership organisation, QAA represents and supports its university and college members, working in partnership with them to enhance the quality of their provision. QAA works to secure academic standards in UK higher education wherever it is delivered across the globe and takes a leading role in international developments in standards and quality, maintaining close relationships with many international quality assurance agencies, governments and HE institutions.

Chinese Service Centre for Scholarly Exchange (CSCSE) is a legally registered non-profit organisation affiliated to the Ministry of Education, People’s Republic of China, specialising in offering professional services for international scholarly exchanges, which include Chinese students and scholars studying abroad, overseas Chinese returning from abroad, and international students and scholars studying and working in China. CSCSE is accountable for facilitating overseas qualification holders for further education or employment and providing credential evaluation services to these holders for overseas higher education qualifications.

QAA and CSCSE

Having comparable missions and institutional objectives in the assurance of quality in higher education, both Parties wish to continue and deepen further their cooperation upon the terms contained herein.

Key principles: QAA and CSCSE

Both Parties understand and mutually acknowledge their respective independent regulatory responsibilities as authorised by the separate national governments and/or as membership organisations recognised by national governments.

Both Parties envision benefits to be achieved through dialogue and cooperation, with benefits
accruing to both agencies and to the institutions under their purview.

Both Parties understand the critical necessity of maintaining the confidentiality of information related to institutions, as well as to the agencies themselves as developed through accreditation activities.

Therefore, both Parties agree to the following framework for mutually supportive and collaborative engagement.

This Memorandum of Understanding is not exhaustive and is not intended to be legally binding between QAA and CSCSE except where specifically stated.

Areas of cooperation and collaboration
To these ends, QAA and CSCSE, in accordance with the framework of British and Chinese laws and regulations, will pursue the following objectives for their mutual benefit:

(a) Mutual understanding
Work to enhance the Parties' understanding of each other's approach to assuring quality in higher education, the respective systems in place for quality assurance and enhancement in higher education, and the critical matters relating to quality and standards in higher education in both countries.

(b) Information exchange
Exchange information and offer professional advice about each Party's activities and processes, about developments in their respective country's higher education systems, and about cross-border providers operating in both jurisdictions, having regard for the confidentiality of the information and relevant Data Protection legislation.

(c) Staff development
Where appropriate and possible, support the development of staff from each of the Parties through activities such as staff exchange, observing each other's review processes, and provision of training.
(d) **Use of each other's reviewers**

Where appropriate and possible, draw on reviewers or other specialists from each other's system to strengthen the international dimension of each other's review processes.

(e) **Recognition**

Where appropriate and possible, in operations relating to quality assurance of higher education within one Party's jurisdiction but originating from the other Party's jurisdiction, have due regard to the relevant decisions and judgements of the other Party.

(f) **Collaboration**

Where appropriate and possible, collaborate in relation to mutually agreed projects and activities for the benefit of both Parties, including the quality enhancement of transnational education, the identification of fraudulent institutions, awarding bodies or accrediting agencies in the UK and in China, supporting student mobility, and undertaking research on quality assurance related issues.

More specifically, at the end of this agreement QAA and CSCSE aim to have achieved concrete collaboration in the following activities:

- sharing information on the respective higher education and quality systems of the UK and China
- cooperating in the identification of fraudulent awarding bodies or accrediting agencies adversely affecting the reputation of higher education in both the UK and China
- providing other information that would mutually assist both Parties to fulfil their functions within their respective constituencies
- providing relevant data points that institutions may wish to consider when establishing new higher education programmes or expanding existing ones, for example through branch campuses, in the UK and China
- sharing information on QAA-led International Quality Reviews for higher education institutions within China
- providing opportunities for Chinese staff and reviewers to observe QAA-led International Quality Reviews for higher education institutions within China
- collaborating in relation to mutually agreed projects and activities for the benefit of both Parties, including around academic misconduct and essay mills
• developing and delivering an International Quality Assurance Programme (IQAP) localised to meet the needs of China and the broader region
• collaborating on a report targeted to UK higher education providers on the Chinese regulatory context for TNE, including ways in which both Parties cooperating together with other Chinese-based bodies can assist in developing transnational education arrangements in China and securing and enhancing their quality
• providing input to QAA’s Quality Enhancement Review of transnational education (QE-TNE) in China including the preparation of the Country Report through, for instance, sharing of information and commenting on drafts
• QAA inviting one free delegate place annually to a nominated CSCSE representative to attend its Annual Conference.

If any additional costs will be incurred as a result of the collaboration, agreement to progress any allocation/reimbursement of costs should be agreed between QAA and CSCSE before any work is undertaken.

Confidentiality
Both Parties agree to ensure that any information of a confidential nature (‘confidential information’) that is shared between Parties is safeguarded and remains confidential. Both Parties agree not to disclose confidential information received from the other without the written consent of the disclosing Party. Both Parties acknowledge that, in appropriate cases, they may reach a separate written agreement about the handling of particular confidential information or classes of confidential information. Both Parties agree that this paragraph is legally binding.

Retention of information
Information exchanged under this Memorandum of Understanding will be held and disposed of in accordance with QAA’s and CSCSE’s retention schedules. For QAA, this will be up to five years and for CSCSE this will be up to five years.
**Intellectual property rights**

Any reports, notes, memoranda, records, correspondence, documents, computer and other storage, such as disks or other documents and materials used in this MoU, which has been generated or is already owned by either organisation shall be, and shall remain, the property of that organisation.

**The settlement**

In the event of a dispute between both Parties, it shall be resolved by friendly consultations.

**Duration of Memorandum**

The Memorandum of Understanding will take effect from the date of its signature and shall continue for **three years** unless it is terminated by the giving of three months' notice by either Party. It may be extended on mutual agreement of both Parties.

**Alteration of Memorandum**

This Memorandum is signed by the Parties in a spirit of amicable cooperation. The terms of the Memorandum may be altered with the written approval of both Parties.

**Management and liaison arrangements for the Memorandum**

The Chief Executive of QAA (at the time of signing, Mr Douglas Blackstock) and the Director of CSCSE (at the time of signing, Mr Jiacai Cheng) will have responsibility for managing the implementation of the terms of the Memorandum and taking stock of the terms of the Memorandum on an annual basis. This responsibility may be delegated to relevant members of the agencies’ staff in relation to particular areas of cooperation.

**Resources**
Unless alternative arrangements are specifically agreed to meet particular project requirements, each agency will normally cover their own costs of implementing the terms of the Memorandum. For particular areas of cooperation donor funding may be sought from other sources.

The text of Memorandum is prepared in two (2) original copies in English and two (2) original copies in Chinese, with one (1) copy in each language for each Party. All copies shall have equal validity.

[No text below this page, for <MEMORANDUM OF UNDERSTANDING between the Quality Assurance Agency for Higher Education, United Kingdom and Chinese Service Centre for Scholarly Exchange, People’s Republic of China >signature and seal]

Signed in the UK and China on 24 August 2021.

Signatures of the Parties:

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