



## MEMORANDUM OF UNDERSTANDING

between

**QUALITY ASSURANCE AGENCY FOR HIGHER EDUCATION, UNITED KINGDOM**

and

**MALAYSIAN QUALIFICATIONS AGENCY, MALAYSIA**

This Memorandum of Understanding (MoU) is entered into as a renewal of the memorandum that was signed earlier on 1 April 2015 between the **Quality Assurance Agency for Higher Education**, Southgate House, Southgate Street, Gloucester, GL1 1UB, United Kingdom (UK) (hereinafter referred to as "**QAA**"); and the **Malaysian Qualifications Agency**, Mercu MQA, No. 3539, Jalan Teknokrat 7, Cyber 5, 63000 Cyberjaya, Selangor, Malaysia (hereinafter referred to as "**MQA**").

Hereinafter referred to singularly as the "party" and collectively as the "parties".

### **Whereas**

1. QAA was established in 1997 and is the independent body entrusted with monitoring and advising on standards and quality in UK higher education. To this end, QAA carries out reviews of UK higher education providers and develops and maintains the UK Quality Code for Higher Education, the definitive national point of reference for academic standards and the quality of learning opportunities.
2. MQA was established in 2007 under the Malaysian Qualifications Agency Act 2007 and is a national body responsible for implementing the Malaysian Qualifications Framework, accrediting higher educational programmes and qualifications as well as supervising and regulating the quality and standard of higher education providers in Malaysia.
3. Having comparable missions and institutional objectives especially in the quality assurance of cross border providers of higher education, and a common interest in the development and promotion of good practices and the interest of international students, both parties wish to continue and deepen further their cooperation upon the terms contained herein.

### **Article 1: Aims**

QAA and MQA agree through this MoU to cooperate for the benefit of both parties and to work towards establishing a strategic alliance to enhance external quality assurance in both jurisdictions and improving the quality of higher education in the UK and Malaysia. This MoU is not intended to create legally binding relations between the parties, and neither party has the authority to act on behalf of or otherwise bind the other party. However, QAA and MQA agree to work together to implement this MoU in good faith.

**Article 2:**  
**Areas of cooperation and collaboration**

To these ends, QAA and MQA, in accordance with the framework of British and Malaysian laws and regulations, will pursue the following objectives for their mutual benefit and with a commitment to reduce unnecessary regulatory duplication on higher education providers operating across borders:

**(a) Mutual understanding**

Work to enhance their 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 other's activities and processes, higher education providers operating in each jurisdiction, and about developments in each country's higher education systems, 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 both parties through activities such as staff exchange, observing each other's review processes, and provision of training.

**(d) Use of each other's expertise**

Where appropriate and possible, taking account of operational constraints, draw on each other's expertise to strengthen the international dimension of institutional reviews and/or accreditations, including reviews of cross-border education.

**(e) Mutual 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 subject to mutually agreed quality assurance procedures and policies by both parties.

**(f) Collaboration**

Where appropriate and possible, collaborate in relation to mutually agreed projects and activities for the benefit of both parties, including: the quality assurance of Transnational Education (TNE); the identification of fraudulent institutions, awarding bodies or accrediting agencies in the UK and in Malaysia; supporting student mobility; and undertaking research on quality assurance related issues.

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

- Sharing data and quality assurance outcomes, including recommendations, about UK higher education providers operating in Malaysia and Malaysian higher education providers operating in the UK
- Cooperating in finding ways to gain insights into UK TNE students' experience as mutually valuable intelligence and as part of work undertaken as part of the Quality Beyond Borders Group
- Cooperating in any reviews of UK TNE in Malaysia and Malaysian TNE in the UK, including by exploring the possibility to undertake joint review activity

- Producing a report targeted to UK higher education providers on the Malaysian regulatory context for TNE

**Article 3:  
Duration of Memorandum**

The MoU will take effect from the date of its signature and shall continue for five (5) years unless it is terminated by the giving of three (3) months' notice by either party. It may be extended on mutual agreement of both parties. Upon termination, both parties agree that the termination shall not affect the validity and duration of any arrangements, activities or projects until the completion of such arrangements, activities or projects unless mutually agreed, in writing, between both parties.

**Article 4:  
Alteration of Memorandum**

This MoU is signed by the parties in a spirit of amicable cooperation. The terms of the MoU may be altered with the consent in writing from both parties.

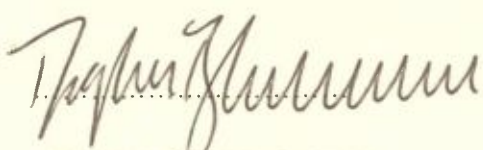
**Article 5:  
Management and liaison arrangements for the Memorandum**

The Chief Executive of QAA (at the time of signing Mr. Douglas Blackstock) and the Chief Executive Officer of MQA (at the time of signing Dato' Dr. Rahmah Mohamed) will have responsibility for managing the implementation of the terms of this MoU and taking stock of the terms of the MoU on an annual basis. This responsibility may be delegated to relevant members of both parties in relation to particular areas of cooperation.

**Article 6:  
Resources**

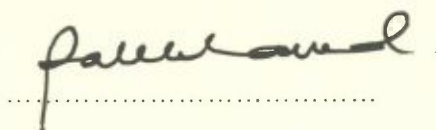
Unless alternative arrangements are specifically agreed to meet particular project requirements, each party shall bear their own costs and expenses of implementing the terms of this MoU. For particular areas of cooperation donor funding may be sought from other sources.

IN WITNESS THEREOF, the parties hereby have caused this MoU to be executed by their duly authorized representatives on this day 13<sup>th</sup> of MAY, 2019.



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Chief Executive, QAA

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