

Information sharing agreement

between

**the Quality Assurance Agency for Higher Education
Gloucester, United Kingdom**

and

**Quality and Qualifications Ireland
Dublin, Ireland**

Introduction

1 This document sets out the principles that will underlie a specific information sharing agreement (ISA) between the Quality Assurance Agency for Higher Education (QAA) and Quality and Qualifications Ireland (QQI) (the parties).

2 The ISA is intended to support an effective and specific information sharing arrangement between the parties. It is not intended to cover every detailed aspect of the relationship or other information sharing between them.

3 It is a statement regarding the sharing of specific information between the parties to ensure appropriate arrangements are in place to enable them to discharge their respective responsibilities effectively.

4 This document sets out the principles governing the implementation of the ISA. Issues arising from the exchange of information under this agreement should be dealt with in accordance with the memorandum of understanding.

5 This ISA aims to:

- set out the principles and operations of information sharing
- identify the basis for sharing the information
- outline what information will be shared
- explain the purpose for sharing this information
- detail how the information will be stored and recorded
- define the limits to the information sharing.

6 This ISA is not legally binding. It will serve as a working document that will be subject to review in the light of operational practice.

Partner roles and responsibilities

7 The Quality Assurance Agency for Higher Education (QAA) was established in 1997 and is responsible for safeguarding the public interest in sound standards of higher education qualifications and to inform and encourage continuous improvement in the management of the quality of higher education in the UK.

8 The higher education funding bodies within the jurisdictions of the UK discharge their statutory responsibilities for quality by contracting with QAA to conduct the review of higher education providers. QAA is recognised as a designated body for higher education providers in the UK by the UK Home Office. Educational oversight by a designated body is a requirement for education providers to obtain highly trusted sponsor status in the UK. In order to implement educational oversight, QAA has implemented the Review of Educational Oversight for private providers.

9 Quality and Qualifications Ireland (QQI) was established in November 2012 under the Qualifications and Quality Assurance (Education and Training) Act 2012. QQI was created by an amalgamation of four bodies that had both awarding and quality assurance responsibilities: the Further Education and Training Awards Council, the Higher Education and Training Awards Council, the National Qualifications Authority of Ireland and the Irish Universities Quality Board.

10 QQI has assumed all the functions of the four legacy bodies while also having responsibility for new or newly-statutory responsibilities in particular areas. QQI's key roles are to provide external quality assurance of institutions and providers in both higher and further education and training; to be custodian of the National Framework of Qualifications; and to make and certify awards. In addition, QQI is responsible for developing the International Education Mark for education and training programmes delivered to international students and establishing a database of programmes and qualifications.

11 Whilst respecting the distinctive roles and responsibilities of both parties within their jurisdictions, as outlined in the memorandum of understanding, there are a number of areas of shared interest in the context of the roles of both agencies in reviewing higher education where information sharing will be to the benefit of both parties and, in particular, to QQI's role in recognising awards through the National Framework of Qualifications (NFQ), establishing and implementing the International Education Mark (IEM), and continuing to administer the Internationalisation Register on behalf of the Department of Justice and Equality and the Department of Education and Skills.

12 For the purpose of this ISA, this includes:

- the exchange of information between the parties regarding UK universities working with private and other providers in Ireland
- the exchange of information between the parties regarding Irish universities working with private and other providers in the UK
- establishing a formal mechanism whereby the good standing of a given university/provider with their home agency can be efficiently ascertained by the partner agency, including the exchange of information between parties on the standing of these providers.

13 Where appropriate, the parties will inform one another as soon as practicable on relevant developments in relation to the specific information shared and any subsequent actions where possible, prior to release of any reports, press releases or speeches.

14 Each party will endeavour to provide information in its possession that may be reasonably requested by the other, subject to necessary confidentiality constraints and safeguards and statutory bars on disclosure. This will be in line with an agreed process for the exchange of both routine and non-routine data and information.

Purpose of this ISA

15 This ISA governs the sharing of information that arises from the review work of higher education providers by QAA and QQI.

16 The purpose of this ISA is to:

- enable QAA to effectively safeguard the public interest in sound standards of UK higher education qualifications
- enable QQI to effectively fulfil and conduct its regulatory duties in line with the statutory and regulatory framework established by the Qualifications and Quality Assurance (Education and Training) Act 2012.

17 The purpose of this ISA is to enable both parties to pass on relevant information about higher education providers and awarding organisations that it considers will be of use to the other party in fulfilling their responsibilities.

18 This ISA will assist QAA in its strategic aim of protecting the reputation of UK higher education and aiding the recognition of UK providers operating in Ireland.

19 This ISA will assist QQI in its vision of ensuring extensive high-quality education and training opportunities for learners in Ireland and supporting its work regarding collaborative provision.

20 The areas of information exchange are likely to include:

- information regarding fraudulent awarding bodies or accrediting agencies operating in either country which may adversely affect the reputation of higher education awards and institutions in the other country
- information regarding the misuse of either agency's quality marks and logos
- information from QAA relevant to standards and confidence in qualifications that are regulated by QQI, or qualifications offered by the awarding organisations that QQI regulates
- information that QQI has that will assist a QAA review team in undertaking its work in relation to the review of higher education providers.

Information sharing

21 This ISA is based on the understanding that information in respect of reviews of providers conducted by QAA will be shared between QAA and QQI, and information from QQI's review of private providers will contribute to QAA's review activities of UK degree awarding bodies.

22 Both QAA and QQI may share information exchanged under this ISA with third parties including their home providers, relevant agencies, and representative bodies and government departments as appropriate. In such circumstances, the agency receiving the information will inform their partner agency which third parties the information has been shared with. Information sharing with third parties will be done in accordance with relevant data protection laws and freedom of information laws and will be fully documented.

23 Although QAA is not covered by the Freedom of Information Act 2000, QAA is committed to meeting its standards of openness and accountability. QQI is covered by the Irish Freedom of Information Acts.

24 The type of information shared under this ISA will include, although is not limited to:

- emails and correspondence between QAA and QQI in relation to their review activities
- information extracted from emails and correspondence held by QAA from degree awarding bodies, non-degree awarding bodies and other stakeholders that fall within the scope of QAA's review activities
- summary intelligence about providers of higher education gathered from information generated as a result of quality assurance activities.
- published review reports and judgements of review visits.

Process of sharing information

25 Access to the information shared with QAA by QQI under this ISA will only be granted to those who have a business need, strictly on a need to know basis. Those identified as having a business need within QAA include the Director of Reviews, the Deputy Director, the Head of Educational Oversight and Accreditation and relevant staff working on QAA's review methods as determined by the owner of the ISA at QAA. A named member of staff at QAA will be responsible for managing the system for managing information within Qmmunity and managing permissions to access this material so that QAA complies with the ISA.

26 Access to the information shared with QQI by QAA under this ISA will only be granted to those who have a business need, strictly on a need to know basis. Those identified as having a business need within QQI will include the Heads of Quality Assurance Services, Qualifications Services and Provider Relations and relevant staff working in the three sections named above as determined by the owner of the ISA at QQI. In addition, QQI will have the appropriate standing to raise 'causes for concern' with the QAA regarding UK institutions undertaking provision in Ireland.

27 Information shared will be securely stored in QQI's document management system and QAA's information management system. Access to the files shared under this ISA which are held in the partner's document management system will be by permissions granted access only to those outlined in this agreement, unless there is a clear justification to extend or reduce access. Where this is the case, the ISA will be amended to reflect this.

Retention of information and record keeping

28 Information exchanged under this ISA will be held and disposed of in accordance with QAA's and QQI's retention schedules. For QAA this will be up to 10 years.

29 A record keeping system will be in operation to show what information has been shared, including:

- the nature of the information
- the format in which it was shared
- who shared the information
- with whom it was shared
- the date the information was shared
- the status of the information (confidential etc).

30 Information shared will be held and stored electronically. Hardcopy information shared under this ISA will be scanned and stored electronically in QQI's and QAA's document management systems as appropriate.

31 Where either party shares information under this ISA with other regulators, governments departments and/or other organisations, this will be documented in the official record keeping system.

Issues of confidentiality

32 Subject to the legislation on data protection and freedom of information in the respective countries, and other constraints (for example, commercial confidentiality, price sensitive matters) exchanges between QAA and QQI may, at times, be in confidence.

33 QAA and QQI will, in line with provisions on information provided in confidence in the freedom of information legislation in both jurisdictions, consult with the originating party concerning any requests for information we hold but did not collect and which we are aware is confidential in nature. Each party will make the other party aware of any significant disclosure it intends to make to a third party of any information it received from that other party.

Intellectual property rights

34 Any reports, notes, memoranda, records, correspondence, documents, computer and other data storage media such as disks and any other documents and materials used in the ISA which has been generated, or is already owned, by either agency, shall be and/shall remain the property of that agency.

35 All copyright of written work produced through the course of the ISA shall be vested in the copyright holder.

Publication of the ISA

36 Both QAA and QQI will publish a copy of this ISA on their respective websites: www.qaa.ac.uk and www.qqi.ie

Review of the ISA

37 This ISA may be amended at any time by agreement of both parties. In addition, this ISA will be reviewed annually and updated as necessary:

- in the light of experience of its operation in practice
- any changes to the specific nature of the information sharing outlined herein
- amendments to the existing memorandum of understanding.

Contacts

38 The following people are owners of this ISA and may be contacted regarding it:

Will Naylor, Deputy Director - Reviews, QAA
Trish O'Brien, Head of Provider Relations, QQI

Signatories

We the undersigned do hereby agree to implement the provisions of this ISA.

Signed by:



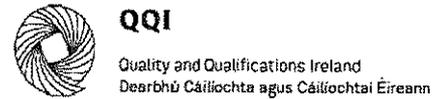
For QAA
Anthony McClaran
Chief Executive



for QQI
Padraig Walsh
Chief Executive

Date: 29 October 2013

Date: 29 October 2013



Memorandum of understanding

between

**the Quality Assurance Agency for Higher Education
Gloucester, United Kingdom**

and

**Quality and Qualifications Ireland
Dublin, Ireland**

Partner organisations

The Quality Assurance Agency for Higher Education, Southgate House, Southgate Street, Gloucester, GL1 1UB, UK

Quality and Qualifications Ireland, 26/27 Denzille Lane, Dublin 2, Ireland

Roles and responsibilities

1 The Quality Assurance Agency for Higher Education (QAA) was established in 1997 and is responsible for safeguarding the public interest in sound standards of higher education qualifications and for informing and encouraging continuous improvement in the management of the quality of higher education in the UK. QAA is also responsible for the recognition of Access to HE courses. QAA is a registered charity and a company limited by guarantee.

2 Quality and Qualifications Ireland (QQI) was established in November 2012 following the amalgamation of four predecessor bodies; the Further Education and Training Awards Council, the Higher Education and Training Awards Council, the Irish Universities Quality Board and the National Qualifications Authority of Ireland. QQI's key roles are to provide external quality assurance of institutions and providers in both higher and further education and training; to be the custodian of the National Framework of Qualifications; and to make and certify awards. In addition, QQI is responsible for developing an International Education Mark for education and training programmes delivered to international students and establishing a database of programme and qualifications.

Statement of intent

3 Having similar responsibilities with regard to the quality assurance of higher education providers within their respective jurisdictions, QAA and QQI wish to establish closer relations for the purposes of dialogue, cooperation and collaboration through a memorandum of understanding. QAA and QQI acknowledge a common commitment to the advancement of quality assurance in higher education.

4 Notwithstanding the issues outlined in this memorandum of understanding, it is of note that the primary responsibility for quality assurance in higher education and the provision of information to the public in both jurisdictions rests with the higher education providers themselves.

5 This memorandum of understanding sets out the understanding of the principles that will underlie relations between them and the areas of collaboration and key themes of mutual interest. This memorandum may be supported by further and more detailed operational agreements, particularly in relation to the sharing of information.

6 QAA and QQI will seek to build on the good working relationship that already exists by clearly setting out their interaction through this memorandum, information sharing agreements and regular liaison meetings.

Areas of cooperation and collaboration

7 Whilst respecting the distinctive roles and responsibilities of both parties, and their separate roles, there are a number of areas of shared interest and interface in the context of higher education provision in the UK and Ireland, and in transnational collaborative provision. Collaborative working will be to the benefit of both parties in supporting their sectors where they deliver education in conjunction with other organisations through avoiding duplication and enabling more effective and efficient delivery on their remits. Both parties are committed to developing a deeper understanding of each others' respective roles and responsibilities, and to the sharing of practice and experiences.

8 Areas of cooperation and collaboration are likely to include:

- the sharing of information regarding degree-awarding bodies from one country working with private and other providers in the partner's country
- establishing a formal mechanism whereby the good standing of a university/provider with their home agency can be efficiently ascertained by the partner agency
- sharing relevant information on the operation of the qualifications frameworks for which the agencies are responsible
- cooperating in the identification of fraudulent awarding bodies or accrediting agencies which may adversely affect the reputation of higher education awards and institutions in both countries
- periodic sharing of practice and experiences of mutual interest
- facilitating staff development through engaging staff from one agency in the national and international quality review work undertaken by the partner agency and other relevant projects as appropriate
- promoting the implementation of the European Higher Education Area along lines that are compatible with the best elements of the common vision and shared tradition of higher education on these islands
- promoting understanding of the quality and reputation of Irish and UK higher education internationally and assuring the standards of transnational education (TNE) provision.

9 Both parties are committed to the principle of good communication with each other on areas of mutual interest. This will be done through regular liaison and regular discussion on relevant issues.

10 Subject to the legislation on data protection and freedom of information in the respective countries, and other constraints (for example, commercial confidentiality, price sensitive matters) exchanges between QAA and QQI may, at times, be in confidence.

Exchange of information

11 Each party will also endeavour to provide information in its possession that may be reasonably required by the other in the safeguarding of academic standards and quality. This will be subject to necessary confidentiality constraints and safeguards, and statutory bars on disclosure. To increase transparency, QAA and QQI will agree to publish and operate to a written agreement for the sharing of routine information. Any non-routine sharing will be in line with this memorandum.

Implementing the memorandum

12 This document sets out the principles governing the implementation of the memorandum. The Chief Executive of QAA and the Chief Executive of QQI will have responsibility for managing the implementation of the terms of the memorandum. This responsibility may be delegated to relevant members of the body's staff in relation to particular areas of cooperation.

13 Unless projects or other activities are specially agreed to meet particular project resources requirements, the two partners will normally cover their own costs of implementing the terms of the memorandum.

14 Any projects or other activities that are entered into under the terms of this memorandum will be described in administrative schedules to be annexed to the memorandum.

Review and duration of memorandum

15 The memorandum will take effect from the date of its signature and shall continue for five years unless it is terminated by the giving of three months' notice by either party. It may be extended on mutual agreement by both parties.

16 This memorandum may be amended at any time by agreement of both parties. In addition, this memorandum will be reviewed and updated as necessary in the light of experience of its operation in practice and of any changes to qualifications systems, or the roles and responsibilities of either organisation. Notwithstanding the above, there will be a scheduled review of the memorandum at the end of its fourth year, if a review has not been carried out in the intervening period.

Caveats

17 This memorandum does not permit the use of copyright materials (including logos) or the dissemination of confidential information to a third party without permission of the partner.

18 This memorandum does not bind the partner organisations or their staff/officers to any financial or other liability without further formal documentation.

19 This memorandum is not legally binding. It will serve as a working document that will be subject to review in the light of operational practice.

Publication of this memorandum

20. Both QAA and QQI will publish a copy of this memorandum on their respective websites: www.qaa.ac.uk and www.qqi.ie.

Signed at the 4th ENQA General Assembly, in Vilnius, Lithuania, by:



for QAA
Anthony McClaran
Chief Executive

Date: 29 October 2013



for QQI
Padraig Walsh
Chief Executive

Date: 29 October 2013