

Memorandum of Understanding between QAA and Qualifications Wales

Parties

The Quality Assurance Agency for Higher Education, a private limited company by guarantee, registered in England and Wales with company number 03344784 (**QAA**)

Qualifications Wales, a body established through the Qualifications Wales Act 2015 (**Qualifications Wales**);

Introduction

1. This Memorandum of Understanding (MOU) is intended to support effective working arrangements between QAA and Qualifications Wales. Throughout this MOU, QAA and Qualifications Wales will be referred to collectively as 'we' and the terms 'our' and 'us' will be used accordingly.

Aims of Agreement

2. This MOU sets out at a high level the principles that will underlie relations between us. It is not intended to cover every detail of the relationship. It will be used to guide relations, with the aim of avoiding, as far as possible, duplication of effort, misunderstanding or unintended impact on third parties and on each other. An overarching aim of this agreement will be to manage the regulatory burden on organisations wherever possible.
3. The purpose of the MOU is to support collaborative working between QAA and Qualifications Wales to support both organisations in effectively and efficiently carrying out their responsibilities.

Status of Memorandum of Understanding

4. This MOU is not legally binding. It is intended to be a working document that will be subject to review in the light of changes to the organisational landscape, the policy of each party or the respective Governments and operational practice.
5. Each party to this MOU is responsible for ensuring that its business is conducted in ways consistent with the understandings detailed in this document, but in any case, where conflict arises with a party's primary objects, duties or responsibilities, the latter will be given priority over the provisions of this memorandum.
6. This MOU may be supported by further and more detailed operational agreements, particularly in relation to the sharing of information.

Roles and Legislative Background

7. QAA was established in 1997¹ and is responsible for the promotion and maintenance of quality and standards in higher education, and for informing and encouraging continuous improvement in the quality of higher education, teaching and learning in the UK and elsewhere. QAA is also responsible for the regulatory framework through which Access to HE courses are regulated and recognised.
8. Qualifications Wales has been established through the Qualifications Wales Act 2015 as the regulator of non-degree qualifications and the qualifications system in Wales. It is a Welsh Government Sponsored Body, independent of government, and is accountable to the National Assembly for Wales.

Matters of Common Interest

9. 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 education provision in Wales. Collaborative working will be to the benefit of both parties in avoiding duplication and delivering effectively and efficiently on their remits and include the sharing of information obtained through normal business that relates to:
 - Access Validating Agencies (AVAs), which are licensed² by QAA and are also awarding bodies recognised by Qualifications Wales.
10. The term 'organisations' is used throughout this document to refer to QAA licensed AVAs and awarding bodies regulated by Qualifications Wales.
11. There will be circumstances where collaborative working between us will be the best way to enable us to discharge our statutory and other responsibilities effectively and efficiently. This will be to our benefit and that of the organisations we both regulate by avoiding duplication and unnecessarily increasing regulatory burden.
12. We are committed to the principle of good communication with each other on areas of mutual interest. This will be achieved through regular liaison and regular discussion on relevant issues. The intention is not to constrain the discretion of either party, but to allow each to make representations to the other in sufficient time for those to be considered.

¹ The Quality Assurance Agency for Higher Education is a registered charity and a company limited by guarantee. Further details can be found at www.qaa.ac.uk

² QAA licenses the AVAs and regulates the way in which they undertake their responsibilities in accordance with the licence.

13. Against this background we will:

- Where appropriate, inform one another as soon as practicable of relevant developments within our areas of responsibility, where possible prior to release of any reports, press releases speeches or policies.
- Give appropriate consideration to the other's views and explain where we do not agree.
- Where appropriate look to maximise opportunities for joint communication on matters of mutual interest.
- Consider any matters that relate to an organisation's ability to comply with each party's conditions of recognition.
- Subject to the Freedom of Information Act, the GDPR and the ASCL Act (including any enactments amending or replacing them), and other constraints (e.g. commercial confidentiality, price sensitive matters) our exchanges may at times be in confidence.

14. Where appropriate we will invite each other to events hosted by one and of interest to both. Each party will be responsible for bearing their own costs.

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

Working Relationship

16. We will seek to build on the good working relationship that already exists between us by clearly setting out our interaction through this memorandum and an annual liaison meeting so that we can:

- set clear expectations as to what each party expects of the other
- acknowledge each other's different responsibilities, accountability structures and legislative and governance frameworks
- develop a deeper understanding of our respective roles and responsibilities
- proactively seek solutions to avoid or mitigate the effects of any issues that may impact on the delivery of Access to HE Diploma qualifications in Wales
- inform each other in a timely and appropriate manner on policy and regulatory developments, engaging in early dialogue on matters that will impact on the work of the other party
- notify each other in a timely and appropriate way where the likelihood of significant announcements and developments made by one party may impact on the other's key areas of work or on an organisation which is also regulated by the other party. Where these matters are confidential, we will respect that confidentiality;
- inform stakeholders about our relationship including publishing a copy of MOU on our respective websites
- share information about programmes of work that would be of interest to the other party in advance, where possible, of that work starting

- invite each other to events each party hosts that may be relevant to the work of both parties, provided that each party will be responsible for bearing its own costs in respect of attending or running such events

Exchange of Information

17. Where appropriate and at all times operating in accordance with the Freedom of Information Act 2000 (FOIA), the GDPR (including any enactments amending or replacing them), and any and all other legislation and contractual agreements.
18. The sharing of any information relating to complaints about mutually recognised awarding organisations and any regulatory action taken by either QAA or Qualifications Wales in respect of mutually recognised awarding organisations, will be subject to a separate written agreement that will be published.
19. If either of us receives a request under FOIA to disclose any information belonging to the other, that party will notify and consult with the other party. The other party shall respond in sufficient time to allow the party receiving the request to respond in a manner and time compliant with the provisions of FOIA.
20. Information provided by one of us to the other must be kept secure. Both parties will ensure that adequate arrangements are in place to protect the confidentiality of information provided, and that such arrangements are acceptable to the other.
21. Information, including confidential information, received by one of us from the other pursuant to this MOU will only be retained by the receiving party for a period relevant to discharge its functions. This will not normally exceed a period of 2 years, at which point a decision will be taken on whether to delete or retain the information. Any decision to retain information will have regard to relevance, necessity, proportionality, and relevant legislation relating to the retention of public records.

Amendments of Memorandum of Understanding

22. This MOU may be amended at any time by written agreement signed by both parties.

Implementing the MoU

23. This document clearly sets out the principles governing the implementation of the MoU. On a day to day basis issues should be resolved by managers within each organisation responsible for the work or via the liaison meetings. Issues of a substantial nature that cannot be resolved immediately may be escalated to the Chief Executive of Qualifications Wales and the Chief Executive of QAA who will then be responsible for resolving the issue. Both organisations will commit to meeting within three weeks of the initial escalation to agree a prompt resolution.

Publication of Memorandum of Understanding

24. QAA and Qualifications Wales will each place a copy of this MOU on their respective websites.

Term and Termination

25. This MOU shall commence on the date of signature by both Parties, and shall continue unless terminated in accordance with clause 23.

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

Signatories

Signed by:



for Qualifications Wales
Philip Blaker
Chief Executive

Date 26/6/2018



for QAA
Douglas Blackstock
Chief Executive

Date 9 JULY 2018

2018/2/22