COLLABORATION AGREEMENT

BETWEEN

Athlone Institute of Technology,

Dublin Road, Athlone, Co. Westmeath, Ireland.

AND

Cavan Institute, Cathedral Road, Cavan, Ireland.

DATE

Document title: COLLABORATION AGREEMENT	
Originator: Dr Joseph Ryan & Ms Cora McCormack	Reviewer: External evaluation panel for collaborative agreements. With Cavan Institute in late May 2012
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Reference:	

Programmes:

Higher Certificate in Business Studies Level 6

Higher Certificate in Applied Social Studies in Social Care Level 6

1. Commencement and Duration of Agreement

1.1 This agreement is dated the ___ day of _____ 20 ___ between

Athlone Institute of Technology, Dublin Rd, Athlone, Co. Westmeath
and
Cavan Institute, Cathedral Road, Cavan.

1.2 The duration of this agreement is five years or to the next programmatic review, whichever is soonest. Following a successful programmatic review and subject to the endorsement of both partners, the agreement may be renewed for a further period of five years.

Both partners will participate in formal reviews of the programmes covered by this agreement and will provide each other with all the necessary information to support such a review.

In the event of programmes covered by this agreement terminating, the partners will ensure learners are protected and will be enabled attain an award.

1.3 This agreement replaces all previous agreements relating to the partnership.

1.4 This agreement is formulated with the approval of the academic council and governing body of AIT and with similar approval from the governing authorities of Cavan Institute.

2. Scope of This Agreement

2.1 This document records an agreement between Athlone Institute of Technology and Cavan Institute to develop an institutional relationship whereby the two parties recognize each other as partner institutions; the parties will combine to afford greater avenues of access, transfer, and progression to students and prospective students. The relationship is seen as being of benefit to both institutions and to their students.

2.2 This agreement recognizes both parties as independent institutions.

2.3 The agreement is formed in the context of the responsibilities attaching to Athlone Institute of Technology under the Qualification (Education and Training) Act, 1999 and especially Section 28 thereof. The institute is mindful of its undertaking to put in place procedures for quality assurance for the purpose of further improving and maintaining the quality of education and training which is provided, organized, or procured by that provider as part of any programme concerned. The parties are

agreed that they are collectively responsible for the collaborative provision covered by this agreement.

2.4 The agreement builds upon an established partnership between the two institutions which has been beneficial to both and one that is consistent with the national strategy for higher education in that it provides enhanced progression opportunities for learners.

3. Legal Jurisdiction

This agreement will be interpreted in accordance with the laws of Ireland.

4. Aims of the Partnership

4.1 The aims of the partnership are consistent with the strategic plans of both Athlone Institute of Technology and Cavan Institute. The principles involved include the determination to:

- widen and increase access to Higher Education
- meet an identified regional need for Higher Education
- facilitate progression routes between academic programmes provided at Cavan Institute and Athlone Institute of Technology
- enhance the learning opportunities and student experience for students from both institutions
- provide greater opportunities for students to pursue flexible programmes of study
- develop further this partnership leading to shared and integrated programme developments;
- provide high quality educational and training which builds on the strength of both partners (and allows development in allied areas);
- provide developmental, scholarly, and research opportunities for staff and to benefit from complementary areas of expertise;
- construct a community of practice between the two institutions.

5. Status of the Agreement

5.1 It is agreed by both parties that this agreement is legally binding and that a breach of the agreement by either party may lead to its termination. This matter is dealt with in more detail in section 29 below.

5.2 Prior to the production of this agreement, both parties have exchanged a range of information about their respective institutions which, in signing this agreement, they confirm to be accurate.

5.3 In advance of the signing of this agreement, both parties have engaged in a due diligence exercise in an open and cooperative manner. This included access to the necessary information to establish that both parties are in good financial standing and have the ability to support learners adequately. Such information has included financial transparency. These matters are covered in the governing Memorandum of Understanding.

5.4 It is acknowledged that both parties within this agreement may enter into other agreements with other further or higher education institutions.

5.5 The agreement will involve the approval by Athlone Institute of Technology and of Cavan Institute to act as a partner institution to run programmes leading to Level 6 Awards. It is equally contingent on the willing agreement of Cavan Institute to such an approach.

5.6 It is confirmed under the terms of this agreement that any programmes approved and leading to awards by Athlone Institute of Technology under this collaborative agreement will not be offered elsewhere by Cavan Institute in any serial arrangement.

5.7 Cavan Institute is responsible for satisfying AIT that the staff it assigns to these programmes are qualified and competent to deliver and assess such programmes and that Cavan Institute is responsible for their conduct and performance. In accordance with the governing *Policy for Collaborative programmes, transnational programmes, and joint awards* (the HETAC, revised February 2012), AIT remains responsible for any activities conducted in its name and this responsibility extends to activities conducted by consortia to which AIT is a partner.

5.8 Under the terms of this agreement the collaborating providers can advertise and accept students on programmes covered by this agreement. The numbers on such programmes are as agreed by the oversight group (see section 19 below). Cavan Institute will deliver programmes and will operate under the joint policy, procedures and criteria as agreed by the partners.

5.9 As a recognized institution under legislation, AIT will retain oversight of, with a clearly defined and appropriate degree of responsibility for, all of the following:

- arrangements for advertising and recruitment of learners
- access, transfer, and progression of learners
- academic staff involved with the programme
- quality assurance
- learner assessment
- recommending awards, issue of Europass Diploma Supplement

6. Principles governing the provision of programmes at Cavan Institute leading to Athlone Institute of Technology Awards

6.1 These principles apply to all provision defined under section 4 above.

6.2 The programmes of study within this partnership which lead to awards and/or credits of Athlone Institute of Technology are as follows:

- **Higher Certificate in Business Studies Level 6**
- **Higher Certificate in Applied Social Studies in Social Care Level 6**

6.3 Athlone Institute of Technology will provide to Cavan Institute all policy and procedural documentation governing the development and provision of its programmes and undertakes to provide updated versions of these as and when they are produced.

6.4 The parties will provide to the students all relevant documentation relating to the programmes and inform them of the nature of the contract between the two institutions.

6.5 Each programme approved by Athlone Institute of Technology to be offered at Cavan Institute, will be managed on behalf of Athlone Institute of Technology by the appropriate AIT representative who will provide advice and guidance on all matters regarding the development, operation and provision and quality management of the programme.

6.6 The partners are open to the addition of further programmes under this partnership contingent on the support of the oversight committee and the approval of the appropriate authorities in both institutions. Such addition will necessarily attract an amendment to this agreement. The appropriate authorities are the governing

boards of the two institutions. Any such amendments to this agreement will be proposed by the oversight planning group and will be approved by the appropriate authorities.

6.7 AIT will work with Cavan Institute in the development and validation of programmes of higher education covered under the scope of this agreement. The parties will also participate in all programme reviews.

7. Student Support

7.1 As part of our collaboration agreement, AIT will provide an Induction and new student orientation programme to incoming students, briefing them on the full range of support services available to them through the student services department at AIT. These supports include:

- Access Office - providing mature student support, advice on fees, grants and the Student Assistance Fund;
- Disability Service - providing support and assistance tailored to students' individual needs;
- Learning support for students with specific learning difficulties;
- Assistive technology for students with disabilities and students with specific learning difficulties;
- Counselling Service;
- Careers Service – CV and interview preparation, careers and further education advice, employer presentations, careers fair and career boot camp events;
- Chaplaincy;
- Health Centre;
- Tutor Service;

7.2 Additional support regarding student accommodation and travel information will be made available through the Students' Union offices.

8. Quality Assurance

8.1 Athlone Institute of Technology is ultimately responsible for the quality assurance of any programmes leading to the award of credits or full awards on the National Framework of Qualifications, made by Athlone Institute of Technology. Cavan Institute is required to adhere to Athlone Institute of Technology's quality assurance

and enhancement procedures, to co-operate with Athlone Institute of Technology in meeting the requirements of the national quality assurance agency and assume daily responsibility for quality management with support from AIT.

8.2 Athlone Institute of Technology's quality assurance procedures are set down in the quality assurance handbook and have the following constituent principles:

- All programmes must be approved by Athlone Institute of Technology in accordance with Athlone Institute of Technology procedure and all conditions arising from the programme approval process must have been met before the start of the programme.

- Any specific arrangements for quality assurance will be agreed at programme approval/validation. This programme agreement will also specify the individuals at Cavan Institute responsible for producing QA information.

- Any changes to the terms of programme approval must be approved through standard process.

- All programmes will be subject to the monitoring and review processes articulated in the quality assurance manual, and Cavan Institute will produce at the appropriate times the statistical information and documentation required for these processes.

- All programmes must be designed and offered in a way consistent with the National Framework of Qualifications and any relevant award standard and with due consideration of the requirements of any professional or regulatory body where relevant.

- The text for the additional information section on the European Diploma Supplement will be agreed and recorded in the agreement.

8.3 Detailed arrangements for the quality management of collaborative provision are set out in this collaborative agreement.

8.4 Specific arrangements in respect of collaborative programmes will be contained within the course manual.

8.5 Mutual supports for the development of staff will be provided by the parties.

9.0 Programme Boards /Committee Representation

9.1 A minimum of one programme board meeting will be held per semester. These will normally take place in AIT. The head of school, the relevant heads of department and all academic staff involved in teaching of the programme both in Athlone Institute of Technology and Cavan Institute will be present.

9.2 Consistent with AIT practice, there will be student representation on these programme boards.

9.3 Good practice, derived from offering the programmes in the partner institutions, will be shared.

10.0 Examination Boards

10.1 Examination boards are constituted by the academic registrar of Athlone Institute of Technology. The constitution and operation of an examination board are governed by the stipulations within the AIT Quality Manual.

10.2 Examination boards will be held after semester 1 exams in January, after semester 2 exams in June and in September to consider repeat exam results.

10.3 Examination board meetings will normally be held in AIT.

10.4 Examination boards will be attended from AIT by the heads of school, heads of department, academic staff responsible for the modules under consideration and administrative staff from the school.

10.5 Representatives from Cavan Institute staff are required to be present where the performance of students from Cavan Institute is to be discussed.

11. Assessment

11.1 At the commencement of Semester 1, students will be provided with a calendar of assessments for the entire programme for that academic year. The method of assessment will be set out in the assessment strategy and can consist, inter alia, of final exams, continuous assessment, projects work, assignments, case studies and practical laboratory or IT exams. While some modules are fully assessed by continuous assessment, other modules include a variety of assessment approaches. The assessment strategy is contained within the core course documentation.

11.2 In terms of collaboration on assessment, lecturing staff from Cavan will interchange with AIT at the beginning of each new academic year to coordinate assessment with their counterparts in AIT. This will involve parallel meetings between the staff of

both institutes. Any changes to assessment strategy will be based on experience from previous years and also the feedback received from external examiners.

12. Recruitment and Recognition of Prior Learning

12.1 The consortium will agree on the recruitment of students and will advertise the regulations governing access, transfer, and progression. Specific regulations are contained within the course documentation for each of the programmes covered by this agreement.

12.2 Recognition of prior learning for mature students and those holding a Level 6 FETAC qualification will be assessed on a case by case basis by the AIT head of department in liaison with the admissions/registration office in AIT under the AIT RPL Policy.

13. Staffing

13.1 On the Social Care programmes in AIT, some 30 staff lecture at all levels. In Cavan, approximately 8 staff lecture on the Higher Cert in Applied Social Studies in Social Care. These figures are subject to change.

13.2 On the Higher Certificate in Business programmes in AIT, approximately 27 staff lecture at all levels. In Cavan, approximately 8 staff lecture on the Higher Certificate in Business Studies.

13.3 AIT and Cavan staff involved in parallel modules will liaise with each other on a regular basis in order to ensure consistency of student experience.

13.4 In relation to an aim of the partnership that concentrates on providing developmental, scholarly, and research opportunities for staff, it is proposed that staff development workshops will take place on an annual basis to enhance the relationship between AIT and Cavan. These will be facilitated by the learning and teaching unit in AIT. In addition, the partners will offer access to staff of both institutions to seminars and developmental events.

14. Communication

14.1 The relevant heads of department from both institutes will be the formal point of communication. They will liaise on a regular basis to address any issues that may arise.

14.2 An annual review meeting between staff of both institutes will take place to enhance communication and to reflect upon the strengths and areas for improvement around the partnership.

15. Academic Integrity

The academic integrity of the staff and students in both institutes will be governed by AIT documentation including the *Standards, Assessments and Awards policy* (2011). AIT promotes the maintenance of academic integrity and proactively educates all its learners in good practice and the avoidance of plagiarism and other forms of academic dishonesty.

16. Risk Management

16.1 Formal and informal communication will take place on a regular basis between the heads of department in AIT and Cavan Institute. As a result of this any possible potential risk will be addressed at an early stage.

16.2 The initial due diligence exercise is covered in the governing Memorandum of Understanding. On-going due diligence will take place to identify and evaluate the risks involved with the provision of these collaborative programmes. It will be coordinated by a committee, which will comprise of representatives from registry and members of academic staff from the relevant schools. The chair will be a member of the institute's executive management and will be appointed by the president. The chair will be independent of any school, or department that is associated with the collaboration in question. The final report will be approved by the Governing Body on the recommendation of the institute's executive management and the Academic Council.

16.3 Risks that need to be considered under the paragraph above, amongst others, include risks to the national and international standing of the award, reputational risks to the participating institutes, and risks to the learner. In order to monitor such risk, the parties will consider the advantage of external oversight dedicated to the management of risk.

17. Dispute Resolution

17.1 Should any dispute arise between the parties the normal process of communication between the heads of department concerned should be utilized to resolve any such matter. If a resolution is not possible through this channel, the dispute shall be referred to the president of AIT and the director of Cavan Institute or their nominees. In the event that this fails to resolve the dispute, it will then be referred to an independent arbitrator to be appointed by agreement between the president and director and the finding of such an independent arbitrator shall be final and binding upon the parties.

17.2 The annual review meeting held between both partners will provide an additional opportunity to identify any potential difficulties that might arise.

18. Student Appeals / Complaints

18.1 Any appeals received from students of either Institute will be addressed and dealt with in accordance with the AIT procedure as set out in the Quality Manual.

18.2 Complaints from learners arising from a learner's perception of their educational experience, complaints in respect of academic or administrative support, and allegations of harassment or discrimination by staff are dealt with under AIT's student complaints procedure.

19. Learner Feedback

19.1 In order to give students from each institute an opportunity to provide feedback on their course of study, learners will be provided with the relevant quality assurance forms which they will complete on an annual basis. Any issues arising from this feedback will be addressed by the head of department in order to enhance quality of the student experience.

19.2 There will be communication between the heads of school/heads of department and the student class representatives each semester in order to address any issues that may arise.

20. Partnership Development and Planning

20.1 An oversight planning group will be established and meet annually to discuss the operation and strategic development of the partnership. The head of school/head of department from AIT and the principal/nominees from Cavan Institute will comprise this group.

20.2 The oversight group will set terms of reference to be agreed by the academic council of AIT and its equivalent in Cavan Institute which will involve management of the programmes concerned and proposals for the further enhancement of the relationship between the two parties.

21. Performance Measurement

21.1 The following are important key performance indicators that will be addressed on an annual basis:

- Widening access
- Academic results
- Retention of students throughout the academic year

- Performance of students where they transfer from Cavan Institute to AIT for year 2 of the programme

- Parity of student experience between the centres where a programme may be offered.

- Progression of learners

21.2 Regular contact between the two institutes will be maintained to ensure that these KPI's are reviewed and documented.

22. Entry to the Higher Certificate in Business Studies

22.1 Students apply directly to Cavan for entry to Year 1 of the programme and progress to AIT to complete Year 2.

23. Financial Arrangements

23.1 Finance arrangements for students at Cavan Institute will be in line with those available for students on the AIT Campus. Students at Cavan Institute are required to pay the Student Contribution Fee (Registration Fee) and/or Tuition Fee where applicable.

All students will receive correspondence from the Fees and Grants Office regarding the payment of student fees; for first year students, this correspondence will be included in their initial registration pack.
The fees and grants office also email students through their AIT student email account.

Both the Student Contribution and Tuition Fees for these programs are determined by the Higher Education Authority.

24. Publicity and Marketing

24.1 Both Athlone Institute of Technology and Cavan Institute will use all reasonable endeavours to promote the reputation of the other and, in particular, to promote the collaborative provision and activities through this agreement.

24.2 External advertising and publicity relating to the programmes developed under this agreement will be jointly agreed between Athlone Institute of Technology and Cavan Institute. Programme information will be published on both institute websites.

24.3 No trademarks, logos, or symbols owned or awarded by AIT may be used by Cavan Institute on any advertising without prior written permission from AIT or vice versa.

25. Confidentiality

Neither Party shall disclose any information in connection with the provision of the services nor any information contained in this agreement without the agreement of the oversight planning group. The parties will fully comply with their responsibilities to provide the fullest information to the public.

26. Statutory Requirements

Both parties shall comply with all statutory requirements relating to the provision of the services and where applicable national codes of practice or standards specifications.

27. Intellectual Property Rights, Copyright, Freedom of information, and Data Protection

27.1 Copyright in all processes and systems relating to the award of credit and to awards made by Athlone Institute of Technology will remain with Athlone Institute of Technology and must not be used in any other context without permission.

27.2 Copyright in all processes and systems relating to programmes or processes in Cavan Institute will remain with Cavan Institute and must not be used in any other context without permission.

27.3 All intellectual property rights including copyright of teaching materials developed for programmes provided through the partnership will remain the property of the partner responsible for their development. In the case of joint courses, intellectual property rights will be jointly held for the duration of the related Programme Agreement and must not be used by either partner in any other context without permission.

27.4 In the event of the partnership agreement being terminated, intellectual property rights for all teaching materials will revert to the partner responsible for their development.

27.5 In signing this agreement, approval is hereby given by Athlone Institute of Technology and Cavan Institute for appropriate institutional and programme information to be available for public access via the internet or other agreed medium as required by the external regulatory bodies and other similar national organisations.

27.6 The parties to this collaboration agreement are committed to comply with their obligations and responsibilities under the relevant Acts covering freedom of information and data protection.

28. Date of Review

28.1 The partnership will be reviewed following the next programmatic review or in the fifth year of its operation, whichever is sooner, in accordance with the process set out in the Quality Assurance Manual. The review for this partnership will be completed, at the latest, by May 2017. If re-approved, following a programmatic review, or formal quinquennial review, an updated agreement will be issued, normally for a further five year period.

29. Limitation/Exclusion of Liability/Insurance

29.1 Cavan Institute undertakes to indemnify Athlone Institute of Technology for any liability, to a maximum of €6.4m per claim or series of claims arising from any one cause, which arises from Cavan Institute's negligent actions or omissions falling upon Athlone Institute of Technology. Similarly, Athlone Institute of Technology undertakes to indemnify Cavan Institute for any liability, to a maximum of €6.4m per claim or series of claims arising from any one cause, which arises from Athlone Institute of Technology's negligent actions or omissions falling upon Cavan Institute.

29.2 Such liabilities relate to all actions, claims, demands, costs and expenses incurred by or made against Athlone Institute of Technology or Cavan Institute, of any loss or damage or personal injury which arises.

30. Termination

30.1 If termination is proposed or has been effected, students once registered on the programme leading to an agreed award, and whose progress is deemed satisfactory under the rules and regulations of that programme, shall be afforded reasonable opportunity to complete the programme and receive the relevant award, subject to meeting the required academic standard. Reasonable opportunity will be understood to afford a student adequate time in which to complete a programme of study on which they are registered. This provision may be satisfied by ensuring that learners are enabled to transfer to a similar programme and gain a qualification equivalent to the one that the first programme had been leading towards.

30.2 Please see section 5.1 above. In the event of a termination of the agreement both parties are committed to the on-going support of existing and registered students.

31. Monitoring and Liaison

31.1 The parties to this agreement will maintain and monitor this agreement on an annual basis.

APPENDIX

1. Access to all legislation is available through the following link www.irishstatuebook.ie

2. Access to Glossary of Terms cover all AIT quality assurance documentation is available on the AIT website through the following link http://www.ait.ie/aboutaitandathlone/quality/

Agreed on behalf of Cavan Institute

Agreed on behalf of Athlone Institute of Technology

Position: Director

Position: President

Date: 30th May 2013

Date: 30/5/2013