QUALITY ASSURANCE HANDBOOK

2023 Edition – Part C

Section 3: Transnational Collaborative & Joint Awards

2023

Contents

Table of Figures

3.1 Collaborative National and Transnational Provision and Joint Awards Policy

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3.1.1 Policy Overview

The policies, standards and procedures outlined in this section of the *Quality Assurance Handbook* govern the development, approval, management and delivery of collaborative programmes, transnational programmes and Joint Awards.

[1] https://www.coe.int/t/dg4/highereducation/recognition/Code%20of%20good%20practice_EN.asp

[2] https://www.qqi.ie/Publications/Publications/Policy%20for%20Collaborative%20Programmes%20Transnational%20Programmes%20and%20Joint%20Awards.pdf

[3] https://www.qqi.ie/Publications/Publications/Initial_Validation_policy_7_10_13.pdf

[4] http://www.oecd.org/general/unescooecdguidelinesforqualityprovisionincross-borderhighereducation.htm

This section supplements the policies, standards and procedures that apply to all programmes of study offered by DBS. It should be read in conjunction with the other sections of the DBS *Quality Assurance Handbook*. It is also consistent with the policies, standards and procedures outlined in the QQI policy document *Policy for Collaborative Programmes, Transnational Programmes and Joint Awards, Revised 2012*. These policies are also informed by the *Guidelines for Quality Provision in Cross-Border Higher Education UNESCO* (2005), *Council of Europe Code of Good Practice in the Provision of Transnational Education* (2007) and the *UK Quality Code for Higher Education QAA* (2012).

Definitions

Collaborative provision means two or more providers being involved by formal agreement in provision of a programme of higher education and training.

DBS may enter into one or more of the undernoted collaborative arrangements:

- The delivery of a current validated programme in association with another organisation.
- The development of a new programme of learning with another organisation.

Transnational education is the provision or partial provision of a programme of education in one country by a provider which is based in another country.

DBS may enter into one or more of the undernoted transnational arrangements:

- The delivery of a currently validated programme at an overseas centre.
- The delivery of part of a validated programme at an overseas centre.
- The development of a programme specifically for delivery at an overseas centre.

A joint award should be understood as referring to a higher education qualification issued jointly by two or more higher education institutions or jointly by one or more higher education institutions and other awarding bodies, on the basis of a study programme developed and/or provided jointly by the higher education institutions, possibly also in co-operation with other institutions.

DBS may enter into the undernoted joint award arrangements:

- The issue of a single joint diploma issued by a group (two or more) of awarding bodies

The provider is defined in the context of these procedures as 'a body that, provides, organises or procures a programme of education and training'.

All programmes provided by DBS, including all collaborative programmes, transnational programmes and joint awards are delivered and assessed through English.

The following guiding principles govern all collaborative programmes, transnational programmes and joint awards involving DBS:

- DBS will enter into collaborative programmes, transnational programmes and joint awards where there is a clear academic or commercial benefit to such arrangements.
- All collaborative programmes, transnational programmes and joint awards equate to the core vision of DBS, which is the achievement of excellence through learning.
    - In all collaborative programmes, transnational programmes and joint awards, DBS will fulfil its statutory obligations and protect its academic standing.
    - All elements of collaborative programmes, transnational programmes and joint awards must comply with the policies, standards and procedures set out in this section of the QAH which are informed by the policies, standards and procedures outlined in QQI's policy for '*Collaborative Programmes, Transnational Programmes and Joint Awards*'.
- DBS delivers programmes of study that lead to QQI awards. These awards are placed on the NFQ at the appropriate level as set out by programme validation. The learning outcomes of the programmes of study are informed by the appropriate QQI award standards.
- All collaborative programmes, transnational programmes and joint awards must comply with national and international legislative requirements.
- DBS will only consider collaborative programmes with partners who are found to be of good academic reputation and sound financial standing.
- All collaborative programmes, transnational programmes and joint awards, while operating within the framework of formal and legally binding agreements, shall be based on close working relationships with collaborative partners and accrediting bodies, in an environment of openness, transparency, trust and mutual respect.
- The interests of the learner will be paramount in all collaborative programmes, transnational programmes and joint award activity.
- All agreements will have clearly articulated and binding arrangements to ensure adequate provision for the protection of learners.

3.1.2 Policy Statement

The quality assurance of collaborative programmes, transnational programmes and joint awards, and the integrity of academic processes and standards, is based on:

- Approved quality assurance policies, standards and procedures.
- Clearly defined roles, responsibilities and levels of authority for decision making, as set out in the relevant chapters of the QAH.
- Arrangements for effective monitoring and oversight of programme provision.

Collaborative programmes, transnational programmes and joint awards offered by DBS are subject to the quality assurance policies, standards and procedures that apply to all accredited programmes offered by the Institution, supplemented by the provisions in this section.

Phase 1: Project Initiation

The potential opportunity for any new collaborative, transnational or joint award programme may be identified from within DBS or from an external third party. All potential opportunities are referred in the first instance to the Executive Board (Senior Leadership Team). All decisions to proceed with collaborative, transnational and joint award proposals will be taken by the Executive Board, subject to appraisal and approval by the Programme Approval Sub-Committee. If approved, the proposal proceeds to the next stage. It should be noted that this does not equate to internal approval of the programme itself.

Phase 2: Memorandum of Understanding and Due Diligence

Following initial approval to proceed by the Executive Board and Programme Approval Sub-Committee, the Executive Board formally appoints a Project Team in order to prepare key documents relating to collaborative/joint provision. The Project Team consists of:

- Academic Dean
- DBS President
- Director of Finance
- Registrar
- Chief Commercial Officer

The remit of the Project Team is to:

- Prepare the Memorandum of Understanding (MoU)
- Carry out due diligence and prepare a report for the Executive Board
- Draft the Consortium Agreement.

MoU

The MoU is a formal non-binding document setting out the broad parameters of the proposed collaboration between the parties. The MoU will contain a legally binding non-disclosure agreement and will usually provide a brief outline of the:

- Shared values and interests of the parties to the MoU.
- Purpose and potential benefits of the proposed collaboration.
- Nature of the proposed relationship between the parties.
- Intended collaborative arrangements.
- Expected timeframe for development and implementation.

It will identify the proposed strategic benefits associated with the proposed partnership. The MoU is signed by the DBS President, and by the nominee of the project partner. A template for a Memorandum of Understanding is set out in **Appendix 1**.

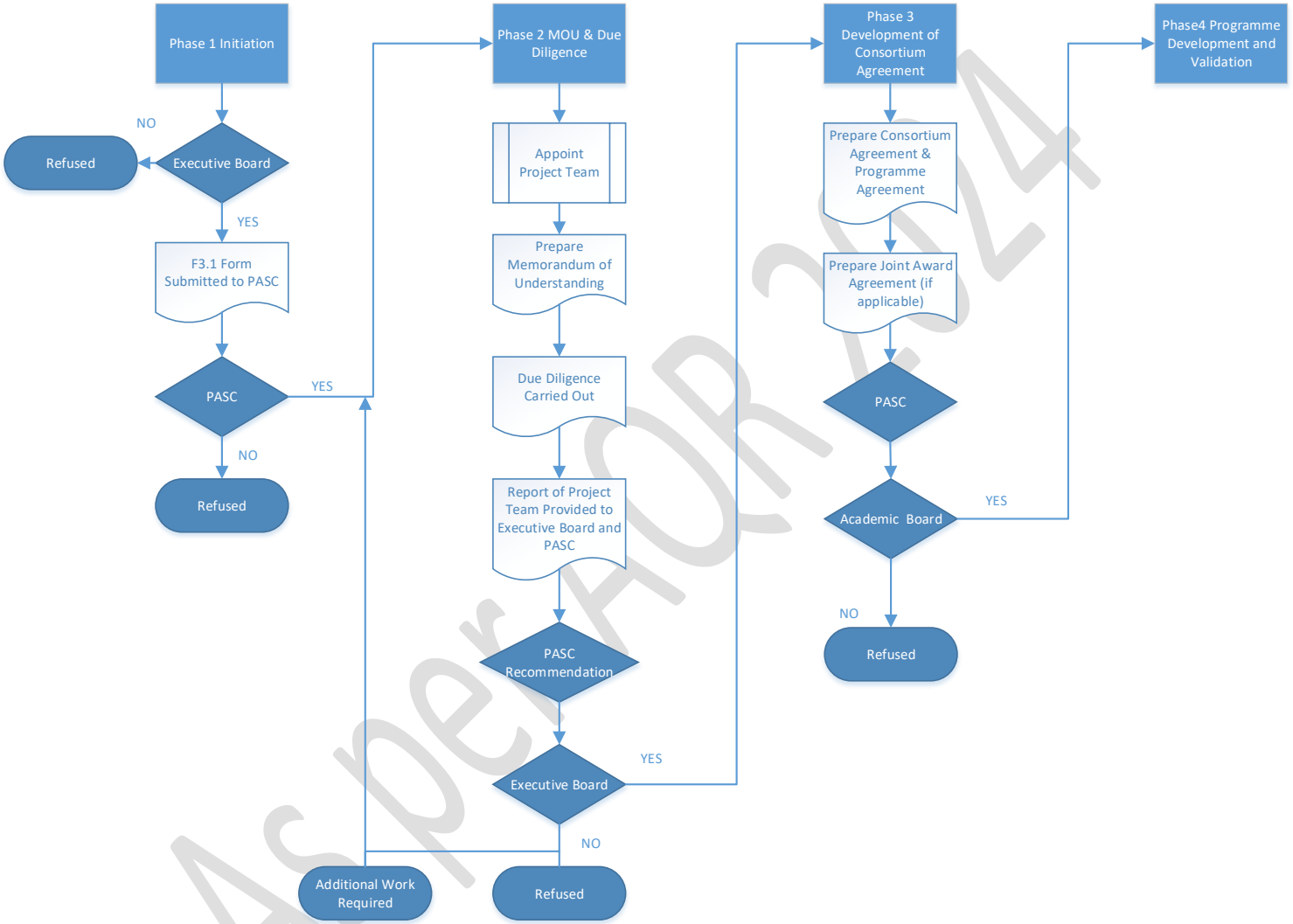

Figure 1: Phases of Development

Due Diligence

The purpose of due diligence is to establish the basis for a reliable evaluation of the legal, commercial and academic feasibility of the proposed collaboration, of the compatibility of the prospective partners, and of the potential risks and benefits. In addition, the due diligence process is expected to identify any matters which may need to be specifically addressed in the Consortium Agreement.

There are two major aspects to the due diligence process, institutional due diligence and academic due diligence. The institutional due diligence will address legal, financial, commercial, regulatory and general organisational matters, including vision, mission, strategy, corporate governance and capacity. The academic due diligence will focus on academic policies, quality assurance, structures, standards and procedures, on academic governance and management, staffing including quality of staff and resources, and on the programme provision and academic standing of the prospective partner. In the case of proposed transnational provision, the due diligence will be extended to address factors specific to the proposed locations, including relevant environmental and logistical factors.

In order to facilitate rigorous due diligence in an open and timely manner, the College will enter into a legally binding non-disclosure agreement with its potential partner(s), covering all information exchanged and acquired through the due diligence process. Full disclosure will be mandatory.

The Project Team will be guided by the checklist included in **Appendix 2** and will include an evaluation of the potential benefits and risks of the proposed collaboration. A representative(s) of the Project Team will visit the prospective partner institution(s) and meet with key personnel, and will also consult other organisations as required, including relevant regulatory bodies and validating/accrediting agencies. While the process will be rigorous, it will also be conducted in a manner that facilitates close cooperation and a good working relationship in the event that the collaborative partnership is approved.

In the case of transnational provision the due diligence process will have regard to the *OECD/UNESCO Guidelines for Quality Provision in Cross-border Higher Education* (2005).

Executive responsibility for the conduct of due diligence enquiries into financial and legal risks will normally lie with the Director of Finance. Executive responsibility for the due diligence enquiries into academic risk will normally lie with the Registrar.

The due diligence process checklist sets out the information that must be received and assessed prior to commencement of any proposed partnership or collaborative provision. All matters set out in the check list in Appendix 2 must be fully addressed.

DBS may require that the prospective partner drafts and submits to DBS a self-assessment report that will commence the due-diligence process. If the prospective partner is a public higher education institution in Ireland, then a recent institutional review report or equivalent documentation, along with peer review reports, accompanying a description of the proposed collaboration, will suffice. The information required in a self-assessment report is outlined in Appendix 3.

In the interests of full disclosure and transparency, and with the aim of facilitating mutual trust, DBS will, as an element of the due diligence process, offer certain documents to a prospective partner organisation on the basis of reciprocity, including:

- A document that sets out the legal standing of the College and its relationship with awarding bodies
- Latest Financial Statement or Annual Accounts
- The College Prospectus
- A copy of the most recent Institutional Review Report
- A copy of DBS's professional indemnity insurance.

Where there is any change to a partner's status or situation that could be material to the original Due Diligence Report, the partner is expected, as part of the full-disclosure arrangements, to update their self-assessment document and notify DBS of the change and any anticipated consequence of that change.

At the conclusion of the due diligence process, the Project Team will prepare a comprehensive report. The report will include a detailed review of the due diligence process, of the matters addressed, of the documentation and people consulted, of any issues arising, and of the findings in each case. The report will also include more general findings about the legal, commercial and academic feasibility of the proposed collaboration, and about the compatibility of the prospective partners, and will put forward a recommendation as to whether or not the collaboration should proceed.

The differing nature and scope of each proposed collaboration will bring different risk factors. Thus, the due diligence process will assess the risk and benefits to DBS that flow from entering into a collaborative relationship, and will carefully review the nature of the relationship that will exist

between the provider and DBS following the establishment of a proposed collaboration, and the effect on DBS's normal operations.

Different levels of risk will relate to transnational provision compared to national provision. Similarly, different levels and types of risk will exist where the proposed partner is a private organisation, as opposed to a public or state body.

The due diligence report is forwarded to the Programme Approval Sub-Committee and the Executive Board for their review and approval.

The Programme Approval Sub-Committee reviews the due diligence report for academic viability and the merits of the proposed collaboration and makes its recommendations to the Executive Board. The Executive Board reviews the commercial viability and merits of the proposed collaboration and documents its conclusion. The Executive Board may recommend that the development of the arrangements should be progressed or abandoned or that the parameters of the arrangements should be modified. In this last case, the Executive Board would instruct the Project Team of what further/additional information is required to enable a final decision.

Where the Executive Board has recommended that the collaboration should be further developed, the Project Team in conjunction with the proposed partner shall commence preparation of a detailed Consortium Agreement. Where the Executive Board has recommended that a proposed collaboration should not be pursued it would normally fall to the DBS President or nominee to communicate this decision to the proposed partner.

Phase 3: Consortium Agreement

Following a successful outcome of the due diligence process and final approval by the Executive Board, the Project Team will draw up the Consortium Agreement in line with the guidelines on drafting Consortium Agreements as set out in the Appendix of QQI's *Policy for Collaborative Programmes, Transnational Programmes and Joint Awards, Revised 2012*.

The Consortium Agreement is the formal legal agreement between the collaborative partners. It provides a legal framework for the proposed collaborative provision and is designed to ensure that obligations and responsibilities are clearly defined, that policies standards and procedures of the awarding body(ies) are complied with, that programme provision and associated services are provided in a streamlined manner, and that the interests of learners are protected. The Consortium Agreement will incorporate a Programme Agreement which will provide relevant information about

the programme(s) to be provided under the Consortium Agreement and define the arrangements for quality assurance, delivery and management. A template for the Consortium Agreement is included in Appendix 4.

The Consortium Agreement requires the approval of the Programme Approval Sub-Committee and the Academic Board, after which it is submitted to the relevant awarding body and any other relevant accreditation body(ies) for approval. After approval by the relevant accreditation body(ies), the agreement is signed on behalf of DBS by the DBS President or nominee.

This document will include the following.

- Set out the parties (partner providers) to the Agreement including legal names and addresses.
- Set out the rights and obligations of all partner parties and outline the scope of the agreement and the relevant programme(s) and the award(s) that each will lead to.
- Outline the responsibilities of each party.
- Establish the period of the agreement, including terms for review and amendments.
- Outline the financial arrangements, including:
    - The distribution of any income arising from services provided by each of the partner providers.
    - Ensuring that each partner provider can account for income and expenditure involving the consortium.
- Establish the entity (normally the consortium) that learners can hold legally liable for any deficiencies in the provision of education and training.
- Outline any limitations on liability and provide for mutual indemnification.
- Establish a methodology for the resolution of disputes arising between the parties in respect of the agreement.
- Provide for the termination or suspension of the agreement (setting out the conditions under which this can be done) having regard for learners concerned.
- Make appropriate arrangements for the protection of learners as stipulated in Section 64 and 65 of the *Qualifications and Quality Assurance (Education and Training) Act 2012* and in all cases for residual obligations to learners on termination of the agreement.
- Name the jurisdiction within which the agreement is enacted and should be interpreted.
- Establish a process for addressing disputes in respect of the agreement including any perceived breaches of the agreement and grievances by learners and involved employees.

- Ensuring that all legal requirements are met in all of the involved jurisdictions.

Programme Agreement

The Programme Agreement within the Consortium Agreement governs the operation of the programme and will include at a minimum the following:

- Admission requirements
- Awards standards
- Intended learning outcomes
- The awarding body/ies
- Programme delivery and assessment strategy
- Membership and responsibilities of the Programme Team
- Details of the quality assurance procedures for the collaborative programme (including requirements for the partner providers to cooperate and participate in each other's quality assurance procedures)
- Arrangements and provisions of the relevant awarding bodies regarding the monitoring of the quality and standards of the programme
- Detail the responsibilities of the parties regarding the provision of the programme including:
    i. Access, transfer and progression
    ii. Learning supports
    iii. Programme delivery and assessment
    iv. Recruitment
    v. Learner protection
    vi. Intellectual property rights
- Issue of awards including Diploma Supplements

In all of the above, DBS will ensure that it has maintained an appropriate level of control to exercise its responsibilities.

Transnational Provision

In the case of transnational provision, the Programme Agreement will incorporate the sections above and will also comply with QQI's *Policy for Collaborative Programmes, Transnational Programmes and Joint Awards, Revised 2012*.

Joint Awards

The authority to establish and make awards arising from joint awarding arrangements between DBS and other providers both national and transnational resides with QQI. QQI is therefore a requisite party to the establishment and formal agreement of any new joint award arising from a collaboration involving DBS.

The provisions governing the establishment, operation, quality assurance and termination of a programme leading to a joint award shall, as a rule, be formally established and set out in two separate but complementary agreements: a Joint Awarding Agreement and a Consortium Agreement. The Joint Awarding Agreement will be signed by the awarding bodies and DBS. The Joint Awarding Agreement will include:

- Provider details and locations of delivery
- Award types
- Award standards
- Agreed joint validating processes
- Agreed joint programme review process
- Agreed processes for the QA of the joint award

Phase 4: Programme Validation

Development and validation of collaborative, transnational and joint award programmes is governed by the policies and procedures outlined in Part C Section 2 of the QAH, supplemented by the provisions outlined in this section. If a programme being proposed for collaborative, transnational or joint award has already been validated by QQI for delivery by DBS on its main campus, the programme documentation will be submitted to QQI, with the MoU and Consortium Agreement. The extent of validation or revalidation will be determined by QQI, as deemed appropriate.

All collaborative programmes must be validated. Existing validation (where, for instance, a pre-existing programme forms the basis for collaborative activity) does not suffice as validation for a collaborative programme. In cases where a validated programme forms the basis for collaborative activity, it must be revalidated in its new context.

Validation of Collaborative Programmes Leading to Single Awards

For the validation of collaborative programmes leading to single awards within Ireland, QQI's *Policy for Collaborative Programmes, Transnational Programmes and Joint Awards, Revised 2012* applies.

The QQI *Policies and Criteria for the Validation of Programmes of Education and Training* (2016) set out the processes involved.

Validation of Transnational Programmes

Where a transnational programme is proposed, the establishment of quality assurance should involve the relevant national quality assurance agencies both in the provider countries and in each of the receiver countries. QQI will normally seek to establish appropriate agreements concerning external quality procedures (validation/accreditation and quality assurance) with any relevant external quality assurance agencies in the receiver countries.

Where the arrangement is with countries within or recognised within the European Higher Education Area or agencies with which QQI has established a formal legally binding memorandum of understanding may, by agreement, be accepted by QQI as fulfilling its own requirements wholly or partially.

In respect of an application for validation of a transnational collaborative programme that involves Dublin Business School, Section 3 of QQI's *Policy for Collaborative Programmes, Transnational Programmes and Joint Awards, Revised 2012* applies.

Validation of Joint Awards

Where there is a proposal for a programme of study leading to joint awards that involves Dublin Business School, a Joint Awarding Agreement between QQI and the relevant awarding institutions and bodies should be in place prior to application of the provider or consortium of providers for validation of the programme leading to the joint award.

For example:

- Where the collaboration, transnational or joint award arrangement involves the provision of an existing validated DBS programme, without any change to the programme or to the arrangements and location for its delivery, the currently validated programme documentation with the MoU and Consortium Agreement is submitted to the relevant validation body(ies) for approval.
- If the collaboration, transnational or joint award arrangement involves the provision of an existing validated DBS programme, but with some variations to the programme or to the arrangements and location for its delivery, the submission documentation will reflect these

variations with the MoU and Consortium Agreement and will be submitted for revalidation, as deemed appropriate by the validation body(ies).

- If the collaboration or transnational arrangement involves the provision of an existing validated DBS programme that requires substantive amendments, new programme documentation will be prepared and submitted for a validation process, along with the MoU and Consortium Agreement.
- If the collaboration or transnational arrangement involves the provision of a new programme, new programme documentation will be prepared and submitted for a validation process, along with the MoU and Consortium Agreement.

In all cases the list of documentation that shall be submitted to the validation body(ies) will consist of the following:

- Consortium Agreement
- Currently validated or Revised Programme Document
- *Quality Assurance Handbook*
- Proposed Programme Schedule.

Organisation

Irrespective of the nature and extent of the validation process, the Head of Teaching Delivery and Content Production will nominate an Academic Director to work with the Project Team to bring the programme to the validation stage. Depending on the nature of the collaboration, the Project Team may be revised to include representatives from the collaborative partner(s).

The process of preparation and submission of documentation for validation, and the validation process itself, must comply with the policies, standards and procedures outlined in Part C Section 2 of the QAH. This means that prior to submission to the accrediting bodies the documentation will go to the Programme Approval Sub-Committee for approval. Irrespective of the specific circumstances in each case, in all programmes to be delivered with a collaborative partner(s) particular emphasis will be placed on ensuring requirements for admission and assessment are complied with.

The Learning Environment

The learning environment for all collaborative, transnational and joint award programmes, in terms of resources and staffing will be equivalent to the learning environment for all DBS programmes and the staff will be subject to equivalent quality assurance and performance management processes.

Depending on the circumstances in each case, there will be particular emphasis on ensuring that there are appropriate arrangements in place for:

- Appointment of the Programme Management Board.
- Advertising, recruitment and admission of learners.
- Assessment of learners, including the appointment of External Examiners, in compliance with DBS regulations and the requirements of validating bodies.
- Staffing and resourcing of programmes in another campus or overseas location.
- Management, monitoring and oversight of programmes that will be delivered at another campus or overseas.
- Learner access, transfer and progression.
- Accommodation of the requirements of collaborative partners while ensuring compliance with DBS policies, standards and procedures.

The Consortium Agreement will be explicit in detailing arrangements for programme delivery and for the assessment of learners, including alternative or additional assessment modes, localised assessment, where relevant, and re-assessment opportunities.

Where off-site delivery is involved this will be stated and the operational arrangements will be fully described. The general approach to teaching, learning and assessment will also be described, particularly the approach to dealing with mixed cohorts of learners, such as where there are a significant number of international learners on a programme, or where there are DBS learners and non-DBS (for example, collaborative partner) learners on the same programme. All learners will be subject to agreed programme admissions criteria.

Validation

Once the collaborative programme, transnational programme or joint award proposals have been subjected to the required internal review processes, and have received the necessary approvals, the programme submission documentation is forwarded to the relevant accreditation body(ies) for validation.

Phase 5: Process for Management and Monitoring of Collaborative Programmes, Transnational Programmes and Joint Awards

Overview

Following approval of collaborative programmes, transnational programmes or joint awards by the relevant accreditation body(ies), the College may proceed with arrangements for recruitment of learners and delivery of the programme(s).

Principles

The management, monitoring and review of collaborative programmes, transnational programmes or joint awards must comply with the policies, standards and procedures outlined in the *Quality Assurance Handbook* and the terms of the Consortium Agreement.

In keeping with the foregoing, and recognising that due regard is given to possible variances in the monitoring requirements of different instances of programme delivery, if any, any procedures agreed for the on-going monitoring of collaborative programmes, transnational programmes and joint awards between DBS and a partner provider shall conform to a number of common principles as undernoted.

Programme Management

Collaborative programmes, transnational programmes and joint awards are managed by the Programme Management Board (PMB). The PMB will be appointed by the Head of Teaching Delivery and Content Production in conjunction with the Academic Dean and will be responsible for the management and delivery of the programme under the Consortium Agreement. The PMB will report to the Board of Studies.

The membership will comprise:

- Programme Manager (responsible for managing the Agreement)
- Academic Director (responsible for managing the Programme)
- Member of the programme delivery team
- Representatives of the collaborative partner(s) as appropriate.

The PMB is also responsible for periodic reviews of the Consortium Agreement.

Programme Feedback Mechanism

Any procedures established between the partner providers for the on-going monitoring of collaborative, transnational or joint award programmes shall include an appropriate and formal mechanism for gathering feedback on the operation and quality of the programme from learners, graduates and industry representatives, as well as from external examiners. The feedback will include appropriate feedback on academic quality and standards as well as on learning resources and learner supports.

Programme Monitoring Report

At agreed intervals the PMB shall prepare a report on the status and operation of the programme.

This report shall comment on:

- Key performance indicators of the programme, including enrolments, learner achievement and graduate destinations.
- Programme feedback sought and received, including mode of capture
- Operational issues arising
- Any other arising circumstances with a significant effect on the operation, quality and standards of the programme.

The report should also contain a record of relevant Programme Board or operational meetings.

A summary of findings shall be notified to the relevant Board of Studies, Schools Executive Board and Academic Board.

Periodic Review of Collaborative, Transnational and Joint Award Programmes

Self-evaluation is taken as an opportunity to engage in crucially important dialogue with stakeholders, including learners, employers, collaborative partners, and external experts used by the provider in its quality assurance procedures.

(QQI, 2016)[5]

DBS has in place formal mechanisms for the periodic review and monitoring of its programmes and awards. Programmes will normally be revalidated by QQI following recommendations arising from

[5] QQI (2016) *Core Statutory Quality Assurance Guidelines*, Section 2.11, Self-Evaluation, Monitoring and Review', https://www.qqi.ie/Downloads/Core%20Statutory%20Quality%20Assurance%20Guidelines.pdf.

Programme Reviews conducted in accordance with agreed quality assurance procedures and applying the validation criteria.

Periodic review is the process by which all relevant parties aim to satisfy themselves that the collaborative programme, transnational programme or programme leading to joint awards retain a sufficiently high quality academic standard, professional and academic relevance, and alignment with current legislation and awarding/quality assurance body requirements.

Normally, every collaborative programme, transnational programme and programme leading to a joint award shall undergo Programme Review at set intervals of no more than five years from the previous validation or review.

The procedures for the periodic review of a collaborative programme, transnational programme or programme leading to a joint award shall include self-evaluation by the consortium of partner providers and independent peer review by a panel of reviewers jointly appointed by all validating bodies, where appropriate, based the procedures set out QQI's *Core Validation Policy and Procedures,* and further informed by Part C Section 2 of the QAH.

Learner Care

The rights and responsibilities of learners on collaborative programmes, transnational programmes or joint awards must be consistent with the provisions of Part B of the QAH and learner support services must be equivalent to the services outlined. Additional considerations that may apply in the case of learners on collaborative programmes, transnational programmes or joint awards are outlined below.

Communication and Consultation

Prospective learners should be clearly communicated to about the nature of the programme for which they are applying, the entry requirements, the identity of the consortium partners, the name of the awarding body(ies), and the programme's validation status and the award's recognition status. The DBS Marketing and Admissions department will ensure that such information is provided in all promotional material and that prospective learners are fully informed about all of these matters before their applications are processed.

Learners on collaborative, transnational and joint award programmes will have access to the full range of communication and consultation channels that are available to all learners in DBS.

Specifically these learners will be provided with a Student Handbook detailing any special arrangements for those programmes, all DBS contact details and normal programme details.

Access, Transfer and Progression

The policies, actions and procedures for access, transfer and progression of the National Qualifications Authority of Ireland apply in the case of all collaborative programmes, transnational programmes and/or joint awards offered by DBS.

Protection of Learners

All collaborative, transnational and joint award arrangements entered into by DBS will have appropriate PEL arrangements in place. In this regard, Sections 64-67 of the *Qualifications and Quality Assurance (Education & Training) Act* 2012 will apply to all such programmes.

Other Considerations

All details regarding collaborative programmes, transnational programmes and joint awards shall be included on the main DBS website. These details will include the identity of awarding bodies, the validation status of the programme, the award type and its placement on relevant frameworks, admission requirements, programme structure, etc.

DBS and its partner provider(s) will ensure that all media presentations about the relevant programmes are factual, fair and accurate.

Support services for learners on collaborative programmes, transnational programmes and joint awards will be comparable, insofar as possible, to those provided to learners on programmes based in Ireland.

There are a number of annexes specific to this section which are included in the pages immediately following, instead of as appendices at the end of the overall document.

Appendix 1: Template for Memorandum of Understanding

Memorandum of Understanding

Between

Dublin Business School

And

xxxxxxxxxxx

A Memorandum of Understanding made in Dublin on [date], between Dublin Business School (hereinafter DBS or the College) and ……., of …….

It is hereby agreed between the parties as follows:

Dublin Business School and ……. agree to collaborate with each other to form a strategic and beneficial relationship to establish educational programmes which may include one or more of the following:

- collaborative provision of programme
- curriculum development projects
- joint award programmes
- transnational programmes.
    - It is understood that both parties have legal authority to enter into discussions and reach agreement regarding collaboration in the areas set out above.
    - The College and its potential partners will enter into a legally binding non – disclosure agreement that will cover all information exchanged and acquired through the due diligence process.
    - Following the due diligence, the parties enter into a separate and detailed Consortium Agreement which shall specify the terms and conditions of any collaboration.
    - The parties hereto shall appoint representatives to carry out studies of academic, financial and administrative feasibility of entering into the Consortium Agreement contemplated herein and the parties further provide that each party will be liable for their own costs and expenses during the feasibility study process.
    - It is hereby acknowledged that this Memorandum does not legally bind the parties in any way.

Signed on this day, xxxxx of xxxxx 20XX

Signed …… President of DBS, Dublin Business School

Signed…… Chief Executive / President, ……..

Appendix 2: Due Diligence Checklist

This form is to be completed by a nominee or nominees of Dublin Business School in order that a determination can be made in respect of whether to money up front a proposal for a collaborative programme, transnational programme or joint award with a partner Institution.

Subject	Reviewed	Outcome	Awaiting further information / clarification
Institutional Matters			
History and development of the potential partner			
The mission of the potential partner			
The educational values and ethos of the potential partner			
The nature and extent of its portfolio of provision			
Learner enrolment, progression and retention data			
Quality of the learning environment			
Quality of teaching staff, including staff development arrangements			
The nature and extent of its existing relationships or connections with other institutions or bodies and the views these bodies hold of the institution			
Other relevant matters			

Quality Assurance			
The potential partner's standing with national and other regulators			
Comparative analysis of the quality assurance environment in the country of the potential partner with the quality assurance environment in Ireland with a view to identifying any potential difficulties.			
The potential partner's performance in external evaluations including relevant external evaluations conducted by transnational, national regional and professional and regulatory			
A comparative analysis of the potential partner's quality manual and procedures against the 7 elements of Internal Quality Assurance as outlined in Standards and Guidelines for Quality Assurance in the European Higher Education Area, Part 1.			
Compatibility of the quality assurance of the potential partner with the quality assurance procedures of Dublin Business School, including a comparative analysis of the potential partner's quality manual and procedures			
Whether there are linguistic/cultural issues that might impact on the quality of the programme delivery			
The academic and administrative structures in place			
The availability and use of resources including staff accommodation, computer facilities, laboratories, library facilities			
The curriculum currently on offer, including the intended minimum learning outcomes of the programmes			
The extent of learner representation and involvement in the quality assurance process			
The extent of learner support services and learner complaints and appeals procedures			
Other relevant matters			

Legal Matters			
The legal standing of the potential partner institution, including confirmation that the potential partner is in good public and legal standing in its own jurisdiction			
Whether the potential partner(s) may legally enter into a collaborative arrangement to deliver a programme of education and/or training			
Whether there exist any recent or potential legal actions			
Statement of any formal relationship that the potential partner institution has with another institution through ownership or other commercial relationship			
Whether there are any legal or statutory requirements extant that could impact on the collaborative arrangement			
Whether there are any differences in the legal standing of learners in the potential partner that could impact on the collaborative arrangement			
Financial Matters			
The financial worthiness of the potential partner institution			
An analysis of the organisation's balance sheet and published accounts			
Information from banking authorities and credit control agencies			
The ability of the potential partner to honour indemnities and guarantees			
Confirmation that relevant insurance indemnity is in place			
Recent accounts (under the terms of the non-disclosure agreement)			
Information about the financial performance generally			
An analysis of the local financial environment in the potential partner's country, particularly in relation to taxation, currency transfer and/or payment issues that might arise due to local regulations.			
Other Relevant Information			

Transnational			
The nature of the location proposed for the branch campus, if relevant; refer, also to resources including staff accommodation, computer facilities, laboratories, library facilities			
Local laws and byelaws that apply to the provision of higher education, including planning laws and regulations and any restrictions on use of the proposed location			
The expectations of potential learners for the programme			
Whether the proposed award is recognised by regional and state bodies in the country; where professional accreditation or recognition exists, the relevant professional body will need to confirm the accreditation or recognition.			
The availability of support services for learners comparable to those available to learners in the home campus.			
A statement on how these arrangements will be established and operated and their proposed cost			
Determination of relevant national quality authority, and/or accreditation or licensing body for higher education (or their equivalents)			
A statement on the likely external quality assurance requirements likely to be imposed, and whether there are reciprocal agreements with QQI			
Whether there is a realistic prospect of the national authority concluding an arrangement with QQI under which the former will accept QQI's quality assurance checks on the potential partner in place of its own.			
Joint Awards			
Whether the programme that leads to a joint award is authorised for that purpose.			

Appendix 3: Self-Assessment Report

The Self-Assessment Report will provide information on the undernoted, although the requirements of the report may vary, depending on the nature and function of both the prospective partner and the proposed collaboration:

Background:

The prospective partner's history and development, mission, strategy, ethos and values.

Range of Activities:

The nature and extent of its portfolio of provision or of its range of activities, including non-programme-related activities; its mission and strategy in relation to programmes; its learner enrolment, progression and retention data, where appropriate; the nature and extent of its existing relationships with other institutions; a list of the partner's current and past collaborations with other bodies; and, where available, an assessment of each collaboration.

Regulatory Environment:

The prospective partner's standing with national and other regulators, and its performance in external evaluations, including relevant external evaluations conducted by transnational, national, regional and professional and regulatory bodies (external reports will be included as part of the overall report); its quality assurance arrangements, including the quality handbook or manual and the outcomes of recent external and internal QA review reports; specific information on the role of external examiners and other peer reviewers in these arrangements, with particular attention to the mechanisms by which reviewers are appointed; specific information on derogations from the partner's quality assurance arrangements relating to collaborative provision.

Awarding Body or Authority:

The nature of awarding authority held by the partner, if relevant; the nature and standing of that awarding body; the relationship of the partner to any awarding body where relevant; the relationship of the partner to any professional body; specific information on the recognition of any collaborative award by the partner's awarding body or other issues relating to the specific programme; specific information on the recognition of credit by the partner's awarding body; a

declaration of support from the awarding authority for the collaboration and a declaration that the proposed signatory to the collaboration on behalf of the partner has authority to do so.

Staff:

The profile of the partner's staff, including detailed information on staff associated with the proposed programme.

Financial Information:

The prospective partner's recent accounts (under the terms of the non-disclosure agreement); published accounts; information about its financial performance generally. Further information may be gathered from rating and credit control agencies as well as banks and banking authorities.

Appendix 4: Template for Consortium Agreement

CONSORTIUM AGREEMENT

BETWEEN

Accountancy & Business College (Ireland) Limited trading as

DUBLIN Business School

AND

XXXXXX

This consortium agreement is made on _____

BETWEEN

ACCOUNTANCY & BUSINESS COLLEGE (IRELAND) LIMITED, T/A DUBLIN BUSINESS SCHOOL, herein referred to as DBS, ("**DBS**"), of 13/14, Aungier Street, Dublin 2

and

XXXXXX, (hereinafter called "XXXXXX") of

WHEREAS the Parties to this agreement wish to define the specific collaborative arrangements governing the development, marketing and provision of programmes of higher education leading to a QQI accredited award on the National Framework of Qualifications (NFQ), as follows:

- XXXXXXXXXXXXXXXXXXXXXXXXXXXX

IT IS AGREED AS FOLLOWS;

1. DEFINITIONS AND INTERPRETATION

1.1 In this Consortium Agreement the following definition of terms shall apply:

1.1.1 "Confidential Information" shall mean all confidential information (however recorded or preserved) disclosed by a party or its employees, officers, representatives or advisers (together its Representatives) to the other party and that party's Representatives in connection with this agreement, concerning:

(a) the terms of this agreement;

(b) any information that would be regarded as confidential by a reasonable business person relating to:

(i) the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the disclosing party; and

(ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;

1.1.2 "Intellectual Property" shall mean all intellectual and proprietary works including all patents, rights to inventions, copyright and related rights (including all such rights in computer software and any databases), registered and unregistered trademarks and service marks including any trade, brand or business names, domain names, registered designs, design rights, utility models, trade secrets, rights in get-up, goodwill and the right to sue for passing off, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), moral rights, database rights, topography rights (in each case the full period thereof and all extensions and renewals thereof), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such

rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

1.1.4 "Premises" shall mean either the XXXXXX campus or DBS Premises, both of which will be included in the validation of the relevant programmes;

1.1.5 ''Programme" shall mean shall mean any of the XXXXXX;

1.1.6 "Programme Board" shall mean a Programme Board that is established under clause 4;

1.1.7 "Programme Specification" shall mean the programme specifications set out at **Schedule 2** to this agreement as amended from time to time (subject to validation).

1.2 In the event of any conflict between the Programme Specification and this agreement, the provisions of this agreement shall prevail.

1.3 All references herein to schedules are references to schedules to this agreement and such schedules form part of this agreement.

1.4 Words importing one gender shall include other genders and words importing the singular shall include the plural and vice-versa.

1.5 Headings of this agreement are inserted for convenience only and have no bearing on the interpretation of its terms.

2. TERM

2.1 Subject to clause 12, this contractual agreement will commence on XXXXXX and will run for a period of X years from the XXXXXX intake.

2.2 A full review will take place at the end of the third year to review progress and to establish the basis for extending the agreement. An interim review will take place after one year and each party agrees to make changes to the content of the programme, within the terms of the validation, and to the operations of the programme with best endeavours to reach consensus on commercial terms.

3. INSTITUTIONAL RESPONSIBILITIES AND OPERATIONAL ARRANGEMENTS

3.1 XXXXXX and DBS will operate the Programme in accordance with the Programme Specification as set out at Schedule 2 to this agreement, the Quality Assurance Procedures set out in Schedule 3 of this agreement, and the Business Model and Financial Arrangements set out in Schedule 1.

3.2 XXXXXX shall be responsible for, and shall meet the costs of:

3.2.1 Contributing content to the Programme and actively participating in the validation of the Programme through the validation process with QQI, as well as actively participating in any subsequent programme review and revalidation processes, or any other review processes required by QQI;

3.2.2 Marketing the Programme and recruiting students through existing channels.

3.2.3 The provision of the Premises, where its premises is being used for delivery, including equipping the Premises to appropriate standards for the delivery of the Programme including rooms for general and specialised teaching and rooms for related academic and support staff;

3.2.4 Equipping and operating appropriate facilities to support the Programme;

3.2.5 Recruitment and payment of academic and required support staff, their induction and on-going staff development, subject to DBS academic appointments approval.

3.3 DBS shall be responsible for, and shall meet the costs of:

3.3.1 Contributing content to the Programme and leading in the validation process with QQI, as well as leading and actively participating in any subsequent programme review and revalidation processes, or any other review processes required by QQI

3.3.2 Marketing the Programme;

3.3.3 Recruitment of students in accordance with the entry routes and procedures set out in the Programme Specification in Schedule 2;

3.3.4 Admission of students and formal registration in the College;

3.3.5 Management of the formal student records on the Student Information System;

3.3.6 Invoicing and collection of fees due and payable by students enrolled on the Programme;

3.3.7 Provision of Library facilities, online and on-campus, for all students of the Programme;

3.3.8 Provision of Student Services including academic supports, pastoral supports, learning and assessment accommodations, engagement supports and activities, visa support services as currently provided for international students, and other services as appropriate;

3.3.9 Quality assurance and academic oversight and management of the Programme including its annual academic review;

3.3.10 Assessment oversight and management of the Programme

4. PROGRAMME MANAGEMENT

4.1 A Programme Board will be established with representatives from XXXXXX and DBS to ensure that programme objectives are being achieved and that partners are adhering to the terms of this operational agreement.

4.2 The programme board will be chaired by a DBS Academic Leader.

5. GRADUATION AND AWARD

5.1 Successful students shall, on completion of the Programme, receive a QQI Award parchment and a transcript of their results per module.

6 BUSINESS MODEL AND FINANCIAL ARRANGEMENTS

The business model and financial arrangements are as set out in Schedule 1.

7 INTELLECTUAL PROPERTY

7.1 All Intellectual Property Rights in any materials, ideas and designs prepared or used in connection with any Programme or otherwise for the purpose of this Agreement (the "**Materials**") will be the property of DBS or another applicable Kaplan Group company. In this regard, it is specifically acknowledged that ownership of the Programmes vests solely

with DBS. XXXXXX expressly acknowledges and agrees that DBS will own all Intellectual Property in any such Materials.

7.2 Any teaching materials, methods and programmes developed or produced independently by XXXXXX without reference to DBS's Intellectual Property Rights or the Materials, shall be and remain the intellectual property of XXXXXX.

7.3 Nothing in this Agreement shall give either party the right to use or any other rights in respect of the other party's trademarks, service marks and any brand, trade or service name. Both parties undertake not to do or permit to be done any act which would or might jeopardise or invalidate the use of the other party's name and/or logo as a trademark.

8 CONFIDENTIALITY

8.1 Each party shall keep and procure to be kept secret and confidential any Confidential Information belonging to the other party disclosed as a result of the relationship of the parties under this agreement, and shall not use nor disclose such information save as envisaged in this agreement. Where disclosure is made to any employee, consultant or agent, it shall be done subject to obligations equivalent to those set out in this clause and each party shall be responsible to the other in respect of any disclosure or use of such Confidential Information by a person to whom disclosure is made.

8.2 The obligations of confidentiality in this clause shall not extend to any matter which:

8.2.1 is in or becomes part of the public domain otherwise than by reason of a breach of the obligations of confidentiality in this agreement;

8.2.2 either party can show was in its written records prior to the date of disclosure of the same by the other party under this agreement;

8.2.3 it receives from a third party independently entitled to disclose it;

8.2.4 being required to be disclosed to any Irish government agency or any regulator or other government agency or by the rules of any securities exchange; or

8.2.5 is required to be disclosed in accordance with a statutory, legal or regulatory obligation placed upon the party making the disclosure.

8.3 Each party shall keep and procure to be kept secret, confidential and secure all data concerning the Programme as provided for in the Irish ***Data Protection Act*** 1998, the Gen**eral** Data Protection Regulation (GDPR) (EU) 2016/679 as amended from time to time.

9 ASSIGNMENT

Neither party to this agreement shall have the right to assign, transfer, charge, sell or otherwise deal in its rights and/or obligations under this agreement or any right arising under it without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

10 ENTIRE AGREEMENT/MODIFICATIONS

This agreement and the documents referred to herein contain the entire understanding of the parties in respect of the Programmes and supersedes all prior agreements, understandings or discussions between the parties.

Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in this agreement. No party shall

have any claim for innocent or negligent misrepresentation based upon any statement in this agreement.

Whereas the arrangements detailed in this agreement may be modified at any time by mutual agreement, no such modification shall be effective unless and until the same has been made in writing and signed by the parties hereto by their duly authorised officers and representatives.

11 LIMITATION OF LIABILITY

11.1 This clause sets out the entire financial liability of the parties (including any liability for the acts or omissions of their respective employees, agents, consultants and subcontractors) to the other party in respect of:

(a) any breach of this agreement however arising;

(b) any use made by a party of the services; and

(c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

11.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.

11.3 Nothing in this agreement limits or excludes the liability of any party:

(a) for death or personal injury resulting from its negligence; or

(b) fraud or fraudulent misrepresentation.

11.4 Subject to clause 11.1 and clause 11.3, neither party shall under any circumstances whatever be liable for:

(a) loss of profits; or
(b) loss of business; or
(c) loss of contract; or

(d) loss of use; or

(e) loss or corruption of data or information; or

(f) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

Each party's total liability to the other party in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement shall in all circumstances be limited to the price paid for the Services in the last calendar year.

Clause 11.4 shall not apply to any breach of clauses 7 or 16.

12 TERMINATION

12.1 Either party may terminate the agreement by way of written notification to the other party at any time. A minimum notice period of 365 days must be observed.

12.2 In addition, both parties are under an obligation to ensure that students complete the year of study that they are enrolled on and are provided with a credible option pathway of study that reflects the student expectation when they joined the course.

12.3 Without prejudice to any rights that have accrued under this agreement or any of its rights or remedies, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than [60] days after being notified in writing to make such payment; or

(a) the other party commits a material breach of any material term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of [60] days after being notified in writing to do so; or
(b) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company); or
(c) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company); or
(d) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.3(c) to clause 12.3(d) (inclusive); or
(e) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

The parties acknowledge and agree that any breach of clause 16 shall constitute a material breach of a material term for the purposes of this clause.

13. FORCE MAJEURE

Neither party shall be responsible to the other for any delay in performance or non-performance due to force majeure, but the affected party shall promptly, upon the occurrence of any such cause, inform the other party in writing stating that such cause has delayed or prevented its performance hereunder. For the purpose of this agreement, but not by way of limitation, force majeure shall mean any cause beyond the reasonable control of either party unless conclusive evidence to the contrary is provided and shall include strikes, riots and sabotage, acts of war, acts of piracy, acts of terrorists, natural disaster such as fire, explosion, storm, hurricane, tempest, flood, tsunami, earthquake or others, compliance with economic, trade or political sanctions, failure of power supplies or transport facilities. In such circumstances neither party shall be liable (financially or otherwise) for any effects attributable to such circumstances, but both parties shall use their reasonable endeavours to mitigate such effects for the students, the staff, and any others involved.

14 NOTICES

Any notice to be given under this agreement shall be in writing and shall be deemed duly given if sent by first class recorded delivery pre-paid post to the respective addresses set out below or as varied from time to time by the parties and, in the case of the DBS, marked for the attention of the Head of Institution and for XXXXXX for the attention of the Director of Education. Any such notice shall be deemed to have been received seven working days after the date of posting.

For DBS, the following address;

Attn: Head of Institution

Accountancy & Business College (Ireland) Limited,

Dublin Business School,

13/14 Aungier Street,

Dublin 2.

Tel: E-mail:

For XXX the following address:

15 LAW AND JURISDICTION

15.1 This agreement shall be governed by and interpreted in accordance with Irish law.

15.2 The parties shall attempt to resolve in good faith any dispute or claim arising in connection with this agreement promptly through negotiations.

16. ANTI-BRIBERY

16.1 No Party will:

(a) offer or agree to give any person working for or engaged by any other Party any gift or other consideration which could act as an inducement or reward for any act or failure to act in connection with this Agreement or any other agreement between any of the parties related hereto; nor

(b) enter into this Agreement if it has knowledge that, in connection with this Agreement, any money has been, or will be, paid by or for itself to any person working for or engaged by any other Party, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to the other Party before execution of this Agreement.

16.2 Without prejudice to clause 16.1:

(a) the Parties will comply with the Bribery Act 2010 and the US Foreign Corrupt Practices Act and all other applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption;

(b) no Party will engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010;

(c) XXXXXX will comply with DBS's anti-bribery and anti-corruption policies from time to time as notified by DBS; and

(d) each Party will use reasonable endeavours to ensure all its employees, contractors and agents who are performing services in connection with this Agreement comply with the obligations in clauses 16.2(a) to (c).

17 NO PARTNERSHIP

Nothing in this agreement is intended to or shall create or be deemed to establish any partnership or joint venture between any of the parties, nor make any party the agent of another party, nor authorize any party to make or enter into any commitments for or on behalf of any other party.

18 GENERAL

18.1 The rights and remedies of each party in respect of this agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by one party to the other nor by any failure of or delay by a party in ascertaining or exercising any such rights or remedies.

18.2 The provisions of this agreement are severable and distinct from one another and, if at any time any of the provisions is or becomes invalid, illegal or unenforceable, the validity,

legality or enforceability of the other provisions shall not in any way be affected or impaired.

18.3 The Schedule contained in this agreement shall be read as part of this agreement

18.4 The stamp duty fees of this agreement shall be equally borne by the parties.

19 DATA PROTECTION

19.1 When used in this clause 19 the following terms: **Data Controller**, **Data Processor**, **Data Subject**, **Personal Data Breach** and **Process/Processing** shall have the same meaning as in the Data Protection Legislation. **Data Protection Legislation** means the EU Data Protection Directive 95/46/EC until 25 May 2018 and the General Data Protection Regulation (EU) 2016/679 on and from 25 May 2018.

19.2 Each Party shall (and shall procure that any of its employees involved in the performance of this Agreement) comply with any notification requirements under the Data Protection Legislation and all Parties will duly observe all their obligations under the Data Protection Legislation, which arise in connection with this Agreement.

19.3 Where a Party is Processing Personal Data as a Data Processor (the First Party) for the other Party as Data Controller under or in connection with this Agreement, the First Party shall:

(a) not Process, transfer, modify, amend or alter the Personal Data or disclose or permit the disclosure of the Personal Data to any third party other than:

(i) as required to meet such other Party's lawful, documented and reasonable instructions; or

(ii) as required to comply with any other applicable law to which the First Party is subject, in which case the First Party shall (to the extent permitted by law) inform the other Party of that legal requirement before Processing that Personal Data;

(b) upon becoming aware of a Personal Data Breach:

(i) notify the other Party without undue delay; and

(ii) co-operate with the other Party and take such reasonable commercial steps as are directed by the other Party to assist in the investigation, mitigation and remediation of that Personal Data Breach;

(c) upon receiving any request, complaint or communication relating to the other Party's obligations under the Data Protection Legislation:

(i) notify the other Party as soon as reasonably practicable; and

(ii) co-operate with the other Party and take such reasonable commercial steps as are directed by the other Party to enable the other Party to comply with any exercise of rights by a Data Subject under the Data Protection Legislation in respect of Personal Data processed by the First Party under this Agreement or comply with any assessment, enquiry, notice or investigation under the Data Protection Legislation;

(d) implement appropriate technical and organisational measures providing an appropriate level of security with respect to the Personal Data to be Processed by the First Party as Data Processor on its behalf.

AS WITNESS the Parties hereto or their duly authorised representatives have executed this agreement on the day and year first above written.

SIGNED for and on behalf of;

In the presence of:

SIGNED for and on behalf of;

ACCOUNTANCY & BUSINESS COLLEGE

(IRELAND) LIMITED

In the presence of:

President of DBS, Director

Dublin Business School

SCHEDULE 1

[Shall be read as part and parcel of this agreement]

RESPONSIBILITIES OF THE PARTIES

1. THE BUSINESS MODEL AND FINANCIAL ARRANGEMENTS

1.1 The Programmes will be DBS programmes and will be marketed by DBS in the same manner as similar DBS programmes. XXXXXX will also market the programmes, in conjunction with DBS. Learners will hold DBS liable for any deficiencies in the programme and DBS's arrangements for the protection of enrolled learners will apply (see Schedule 4)

1.2 The fees for students (Domestic, European and International) will be set by DBS in conjunction with XXXXXX. For International students, Agents Commission will be paid at the appropriate rate

1.3 DBS will be responsible for the collection of fees.

1.4 DBS and XXXXXX will receive reimbursement of direct expenses as follows:

DBS

- Where International students are recruited directly (i.e. not through an agent), DBS will receive the equivalent of the Agents Commission.
- Payment for any teaching delivery it undertakes costs at €XXX per teaching hour plus PRSI
- Payment of €XXX per student for establishment costs to cover
    - Student records management
    - Provision of online and on-campus Library
    - Student Services
    - QA infrastructure and established academic relationship with accreditors
- Payment of €XXX per student to cover academic administration including enrolment, registration, academic programme management, assessment and examination administration, graduation management and all other student management
- Payment of costs incurred in marketing.
  Distribution of profits based on an agreed amount as specified in 2 below.

XXXXXX

- Where International students are recruited directly (i.e. not through an agent), XXXXXX will receive the equivalent of the Agents Commission.
- Payment for any teaching delivery it undertakes costs at €XXX per teaching hour plus PRSI
- Payment of €XXX per student for establishment costs to cover costs of studio facilities hire.
- Payment of costs incurred in marketing.
- Distribution of profits based on an agreed amount as specified in 2 below.

1.5 The principle applying to the reimbursement of expenses is that payment will be made to the party that has incurred the costs. Some costs are more applicable to one party over another, and some are applicable to both. The above is the default basis for the reimbursement of expenses though this can change where both parties agree that costs need to be reimbursed differently.

1.6 The parties may agree on a specific budget for activities related to the programme and to the sharing of costs.

1.7 The final agreement on the reimbursement of costs will be made by the Head of Finance (or equivalent) at DBS and XXXXXX. Where the respective Heads of Finance cannot reach agreement, it will be escalated to the respective Heads of Institution.

2. PROFIT SHARE

2.1 Profits will be determined as fees, less refunds or bad debts and commissions, less all direct expenses attributable to the delivery of the Programme

2.2 The profit share is set in agreement between DBS and XXXXXX and is based on the proportion of teaching delivery undertaken by each party.

2.3 The initial proportion of teaching done by each party is as follows

DBS: XX%

XXXXXX: XX%.

2.4 At the end of each academic year a review of teaching proportions will be undertaken by each party. Where the proportions vary by more than 10% (i.e. the proportions vary beyond a XX:XX and XX:XX range), the profit proportions will be reviewed in line with the actual.

2.5 Both Parties will be responsible equally for the cost of validation of the Programmes. In this regard, the parties will each pay 50% of the QQI programme validation fee. Each party will provide staff and appropriate documentation for the validation. However, DBS will manage the validation process.

2.6 Both parties will be responsible equally for QQI Award certification fees (payable for each student who graduates in a particular year)

3. PAYMENT TERMS

3.1 A calculation will be made periodically as agreed of the total revenues received and costs incurred by both parties and a net profit for the programme for the period derived. The parties' entitled shares will be calculated and compared to actual revenues received and costs incurred for the period with a net balancing payment being made by the parties.

3.2 Cash transfers on account can be made at any time with the agreement of both parties.

SCHEDULE 2.1

[Shall be read as part and parcel of this agreement]

Programme Specification

Award Standard

Level X, XXX ECTS, X Years FT/PT

Awarding body: QQI (subject to validation)

Entry:

Eligible applicants must obtain a minimum of XXXXXX at Leaving certificate, or equivalent, including a language.

Minimum Intended Programme Learning Outcomes:

-
-
-
-
-
-

Proposed Programme Schedule

.

SCHEDULE 3

[Shall be read as part and parcel of this agreement]

Quality Assurance Procedures

Programmes are DBS programmes and subject to all DBS Quality Assurance processes and procedures, as laid out in the DBS Quality Assurance Handbook (QAH)[6]. The collaborative provider, XXXXXX, and its representatives (staff including lecturers and administrative staff) are required to comply with DBS Quality Assurance policy and processes. DBS provides training and monitoring to ensure this compliance.

Overview

The rights and responsibilities of learners on collaborative programmes, transnational programmes or joint awards will be consistent with the provisions of the QAH. Additional considerations that may apply in the case of learners on collaborative programmes, transnational programmes or joint awards are outlined below.

Programme Management

A Programme Management Board will be established with representatives from XXXXXXX and DBS to ensure that programme objectives are being achieved and that partners are adhering to the terms of the operational agreement.

Communication and Consultation

Learners on the Programme will have access to the full range of communication and consultation channels that are available to all students in DBS. Prospective learners should be clearly communicated to regarding the nature of the programme for which they are applying, the entry requirements, the identity of the consortium partners, the name of the awarding body(ies), and the programme's validation status and the award's recognition status.

The DBS Marketing and Admissions department will ensure that such information is provided in all promotional material and that prospective students are fully informed about all of these matters before their applications are processed.

Access, Transfer and Progression

The policies, actions and procedures for access, transfer and progression of the National Qualifications Authority of Ireland apply in the case of all collaborative programmes, transnational programmes and/or joint awards offered by DBS.

DBS is responsible for the admission of learners. All applications are required to be processed through the DBS Admissions Office.

Applicants may be referred by XXXXXX. DBS may also refer prospective applicants to the main contact at XXXXXX for more information about the programme. XXXXXX cannot accept direct applications for the programme.

Protection of Learners

All collaborative, transnational and joint award arrangements entered into by DBS will have appropriate PEL arrangements in place. In this regard, Sections 64-67 of the Qualifications and Quality Assurance (Education & Training) Act 2012 will apply to all such programmes.

Learner Supports

Support services for learners on the Programme are comparable to those provided to learners on all other DBS programmes. Learners have access to all DBS facilities and supports as full students of DBS. In addition, learners on the Programme to avail of XXXXXX campus facilities and are required to attend classes and other activities on both sites.

Lecturing Staff/Faculty

Lecturing staff provided by XXXXXX are subject to approval through the DBS AASC and are required to be trained in and compliant with DBS policy and procedures.

Complaints and Appeals

Any complaints or appeals by a learner will be handled in accordance with DBS policies and procedures. In the event that a learner raises a complaint with respect to a XXXXXX lecturer or member of staff, administrative process, facility or any other element of provision, as part of the complaints procedure the investigating manager assigned will collaborate with the Academic Director in XXXXXX in assessing the situation and putting in place appropriate measures.

Assessment Procedures

All assessment procedures are as per DBS assessment procedures and in compliance with QQI's *Assessment and Standards (Revised 2022).* XXXXXX lecturers are required to engage with DBS systems (Moodle, Student Information System) for the entry of grades and attend internal and external examination boards.

Programme Feedback Mechanisms

The programme feedback mechanisms are as detailed in the QAH Section 4, Ongoing Monitoring of Programmes and Quality Assurance.

At agreed intervals the PMB shall prepare a report on the status and operation of the programme.

This report shall comment on:

- Key performance indicators of the programme, including enrolments, learner achievement and graduate destinations.
- Programme feedback sought and received, including mode of capture
- Operational issues arising
- Any other arising circumstances with a significant effect on the operation, quality and standards of the programme.

The report should also contain a record of relevant Programme Board or operational meetings.

A summary of findings shall be notified to the relevant Board of Studies and the Academic Board.

Ratification of Awards

DBS will manage all learner records for progression through its Student Information System and will manage the process of awards through QQI.

Periodic Review of Collaborative, Transnational and Joint Award Programmes

DBS has in place formal mechanisms for the periodic review and monitoring of its programmes and awards. Programmes will normally be revalidated by QQI following recommendations arising from Programme Reviews conducted in accordance with agreed quality assurance procedures and applying the validation criteria as set out in the QQI *Policies and Criteria for the Validation of Programmes of Education and Training* (QQI, 2016).

Periodic review is the process by which all relevant parties aim to satisfy themselves that the collaborative programme, transnational programme or programme leading to joint awards retain a sufficiently high quality academic standard, professional and academic relevance, and alignment with current legislation and awarding/quality assurance body requirements.

Normally, every collaborative programme, transnational programme and programme leading to a joint award shall undergo Programme Review at set intervals of no more than five years from the previous validation or review.

The procedures for the periodic review of a collaborative programme, transnational programme or programme leading to a joint award shall include self-evaluation by the consortium of partner providers and independent peer review by a panel of reviewers jointly appointed by all validating bodies, where appropriate, based on the QQI *Policies and Criteria for the Validation of Programmes of Education and Training* (QQI, 2016).

SCHEDULE 4

[Shall be read as part and parcel of this agreement]

Protection of Enrolled Learners (PEL)

For all DBS courses covered by the provisions of Section 65 (4) of the Qualifications and Quality Assurance (Education and Training) Act 2012, (Protection of Enrolled Learners, or PEL), DBS has arrangements in place with Kaplan Inc. (the Guarantor) such that on the occurrence of a Trigger Event, the Guarantor will refund the moneys most recently paid to the relevant payers.

Trigger Event: means:

a. Where DBS does not provide the Programme for any reason including by reason of insolvency or winding-up of DBS, and/or
b. (where Enrolled Learners have begun a Programme but not completed that Programme and DBS ceases to provide the said Programme before the said Programme is completed for any reason, including by reason of insolvency or winding up of DBS, and/or where the Authority (QQI) withdraws validation of a Programme under section 36(7), section 47, or section 59(7) of the Act.

Moneys Most Recently Paid: the moneys most recently paid to DBS by, or on behalf of, an Enrolled Learner in respect of a Programme for

a. Tuition fees,
b. Registration fees,
c. Examination fees,
d. (iv)Library fees,
e. Student services fees, and
f. Any other fees which relate to the provision of education, training and related services.

Payer: the person who paid the Moneys Most Recently Paid.

In the event that the Programme(s) cease prior to completion, the Senior Counsel - International for Kaplan International Colleges will be responsible for initiating the drawing down of the guaranteed amounts and ensuring that such amounts are distributed to learners or payers, in accordance with Section 65 (4) (b) of the Act. Contact details for the Senior Counsel - International are as follows:

Name: Brian Weller

Address: Kaplan – Legal Department

2nd Floor, Warwick Building, Kensington Village

Avonmore Road, London W14 8HQ

Tel: 0044 (0) 2087275193

Email: brian.weller@kaplan.com

[END OF PART C SECTION 3]