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## UniHaven International Students Recruitment Agency Agreement

Contract of Agreement between UniHaven Limited (hereinafter referred to as "UniHaven") having its registered office at 2nd Floor Block 4, Bracken Business Park, Bracken Road, Sandyford Business Park, Dublin 18, Ireland D18V0Y0

And

Mr/ Ms ..... representing

.....

(hereinafter referred to as "the Agent") having its registered office at:

.....

.....

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Providing services to UniHaven in the following geographical regions, hereby called the "Territory" on a non-exclusive basis:

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Please sign name: ..... Agent Code: .....

Date: .....



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UniHaven is pleased to have you as a representative and welcome the opportunity to work with you. Please review the information below and confirm your acceptance of this agreement with your signature, Company name and Company stamp (where applicable) and date. Please kindly return a copy to us either by email or mail at your earliest convenience.

#### General

- By agreeing, the Agent agrees to represent the College in all aspects of promotion, recruitment, registering etc, ethically and professionally as per UDOC006 UniHaven Supplier Code of Conduct Rev 1 and UDOC003 UniHaven Agent Handbook Rev 1.
- By agreeing, the Agent has read and agrees to the terms and conditions of business as laid out in the relevant College Policies and Guidelines.
- By agreeing, both parties agree to keep Confidential information secret and confidential. Specific to: Business Strategies and Methods: marketing schemes, advertising strategies, and product launch announcements.
- Confidential Information is covered by the agreement depending on whether the information can easily be obtained by other means.

## 1. Obligations - UniHaven

The College shall devote significant efforts to support the Agent in recruiting and enrolling students to programmes and hereby commits itself to the following obligations:

- Provide the Agent with all the documentation regarding the programmes offered by the College.
- Provide the Agent with textual, graphic, audio and video materials presenting the products and services of the College and to help in training the Agent's staff.
- Issue Certificate granting authority to the Agent to recruit students for the programmes in the assigned Territory.
- Provide the Agent with the tuition fee schedule, curriculum, and programme information.
- Issue appropriate acceptance letter, tuition receipt and any other documentation the College is required to provide to the student recruited by the Agent to apply for a student authorisation after the full amount of tuition and registration fee are received by the College from the student.
- Assist the Agent to inquire into and expedite the processing of student authorisations. Processing all applications from the agent within 24 hours for programmes, i.e., issue offer letters and where necessary liaise with the Irish Visa Department in the relevant Embassy to assist with visa approvals if required.

## 2. Obligations - The Agent

The Agent shall provide whole-hearted student recruitment and visa application counselling services to the College and the students who are contracted by the Agent to take the programmes and programs of the College and commits to the following obligations:

- Provide the College all the certification and documentation which allows the Agent to carry on its business in the Territory in a lawful fashion.
- Inform the College promptly of the policies and regulations concerning the administration of the affairs of the students who wish to study abroad.
- In its sole discretion widely publicise and actively promote the programmes and services of the College to prospective students in the Territory.
- Assist all the prospective students to complete the application forms and prepare the financial sponsorship or guarantee certificates and any other documentation required by the student for the visa application.
- The agent will provide a draft of all information about the College and its programmes for approval before it being printed in any form of advertisement.
- The use of the College logo will be produced and used under the guidelines and instructions provided in the UniHaven Brand Manual. Remit to the College within 10 working days the registration fee collected from each student when the student has completed the application form for the pathway programmes offered by the College.
- Remit to the College within 10 working days tuition or tuition deposit collected from the student, if relevant.
- Provide for each student acceptance letter, tuition fee receipt and any other documentation issued by the College in support of the student visa application ("Student Visa Documentation").
- Inform the College promptly of the status of the student visa application.
- Conduct its business under the terms set out by this Agreement and the Certificate of Authorisation.
- In cases where the visa application has been declined by the Immigration Authority refund all the tuition fees except the non-refundable portion no later

than one month commencing from the date when the Agent has been notified that the case has been denied and forthwith provide photostatic copies of the rejection letter along with an application for refund completed by the student to the College. Refer to UPOL008 UniHaven Fees and Refund Policy Rev 1.

- The Agent shall allow the College full access to the resources of any education exhibition program organised or provided by the Agent in any location in the assigned Territory so long as this Agreement is in full force and effect and the College will be entitled to have its own staff present at the exhibition.

3. The parties hereto have reached the following agreement regarding the standards, method of payment and the mechanism of the administration of the tuition, registration, commission, and consulting service fees:

- The College shall in its sole discretion set the tuition and fee standards under the global educational market as well as the educational market in the Territory and shall promptly inform the Agent of the fee schedule and any changes thereto.
- The College will not raise published prices without prior notice to the agent except for increases caused by unexpected situations such as increased residence rates, which are out of UniHaven's control. Details of price increases will be issued a minimum of 3 months before coming into effect.
- UniHaven agrees that Agent will be entitled to a commission ("Commission") at the following rates based upon the first year only tuition only fee paid by a student recruited by the Agent when the student has successfully been registered and enrolled at the College and has fully paid all of its fees:
  - Fifteen per cent (15%) - for 1 to 15 students.
  - Twenty per cent (20%) for over 16 students.
- The Agent shall in its sole discretion have the right to set its own consulting service fee standards in the Territory.

- The Agent shall ensure that each student forwards the full amount of tuition fees and associated registration and administration fees once the student has been accepted for admission by the College and ensure that such fees are remitted to the College within 10 working days of confirmation of admission approval.
- The Agent shall sign a formal written agreement with each student which will specify: the tuition and associated registration and administration fees payable, the consulting service, the refundable and non-refundable fee items and refund procedures in line with UPOL008 UniHaven Fees and Refund Policy Rev 1.
- Any party whose conduct contravenes the above terms and regulations of this agreement on the administration of the tuition fees, commission and consulting service fees shall bear the responsibility for all the serious consequences arising.
- In cases where a visa application of a prospective student is declined the Agent must inform the College without delay of the situation and send the photostatic copy of the refusal letter and submit a formal written request for a refund executed by the student with photostatic copies of the receipts and any other required documentation required for a refund. The parties agree that no student is entitled to a refund unless the student has received a refusal letter from the respective Embassy or Consulate / Commission. Referring to the UniHaven refund policy.
- Refund requests must be dealt with under UPOL008 UniHaven Fees and Refund Policy.
- The Agent will ensure that s/he works with the College to ensure that the student gets all the refundable fees to the bank account designated by the student within one month of request for same.
- In cases where a partial refund is granted to a student recruited and referred to the College by the Agent, the Agent must return any commission paid to the Agent according to the following formula: Commission returnable = (is equal to) actual commission payment – (minus) tuition fees received for programmes and services already provided by the Provider x (times) the commission rate as stipulated in this agreement between both parties.

4. The Agent may only make promises of products and services to prospective students under what has been specified in the official publications or/and documentation authorised by UniHaven senior management. The Agent must not enter into any verbal agreement or sign any contract with any prospective student or any individual person or organisation which would incur any obligations or responsibilities to the College without first obtaining written consent from UniHaven senior management. In cases where products and services need to be added to coordinate with some large-scale promotion activities, the Agent must notify and consult the College. The Agent must not act before receipt of written consent and authorisation from UniHaven.
5. The Agent will inform UniHaven immediately of any intention to represent any other pathway provider in Northern Ireland or the Republic of Ireland and will also inform the College of any existing relationships with education providers in either country.
6. This agreement shall be valid for one year and shall be renewed for another term of one year if there is no objection from either party and after an annual review. It shall be renewed on this same basis for the rest of the terms when it comes up for renewal. During the current term, if any party has a breach of the agreement, the other party has the right to terminate it at any time giving written notice of one month by either party and this agreement supersedes any previous agreement between the parties, both written and verbal.
7. Any notice to be given by either party hereunder may be validly given if sent by registered mail, postage prepaid, addressed to the other at the respective addresses given below.
8. Both parties shall be released from their respective obligations in the event of national emergency, war, prohibitive governmental regulation, any other determinable cause beyond the reasonable control of the parties, or either of them renders the performance of this contract impossible.

<p>If to UniHaven:</p> <p>Address:</p> <p>Merits</p> <p>Devoy Quarter</p> <p>John Devoy Road</p> <p>Naas</p> <p>Co. Kildare</p> <p>Country:</p> <p>Ireland</p> <p>Attention:</p>	<p>If to the Agent:</p> <p>Agent Name:</p> <p>Address:</p> <p>Country:</p> <p>Attention:</p>
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#### 9. Governing Law and Disputes:

- This agreement shall be construed under the laws of Ireland.
- In the event of any dispute between the parties, then either party may at any time refer the dispute to the decision of the arbitrator who may be agreed between the parties or, if not so agreed may be appointed, on the application of either party, by the president or other Chief Officer for the time being of the Law Society of Ireland. The decision of an arbitrator shall be final and binding and any arbitration shall be carried out in conformity with the Arbitration Act, 1954 as amended and extended.





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## APPROVAL

Signed on behalf of UniHaven

\_\_\_\_\_

\_\_\_\_\_  
Date

Signed on behalf of .....

\_\_\_\_\_

\_\_\_\_\_  
Date

I have the authority to bind the corporation.



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## External Examiner/Member Agreement

I, \_\_\_\_\_ (PRINT NAME), agree to be bound by UniHaven's agreement terms as outlined below.

Start Date of Agreement: \_\_\_\_\_

I declare that

- I have expertise and experience in of relevance to the role I will now hold with the College and as provided to the College as part of my nomination process.
- I comply with all relevant requirements laid down by relevant professional or statutory bodies.
- I am not engaged in any reciprocal external examining relationship between the College and my own department.
- I have not had close involvement with the college during the last three years as, for example, a member of staff, a member of the AC or as a student.
- I have no conflict of interest in taking up this role or, where there is a potential for conflict of interest, I have declared as much.
- I am aware that my term of appointment will be maximum three years starting on the start date listed in this agreement and that my re-appointment would be considered by the College in exceptional cases only.
- If I must withdraw my services during the three-year period of appointment due to professional or personal reasons, I accept that the College will identify and appoint a suitable replacement in a timely manner.
- As relevant to External Examiners, I do not hold more than two concurrent substantive external examinations, including the one at the College, nor will I do so without the prior agreement of the College.

### Signatures

\_\_\_\_\_  
External Examiner/Member

Date

\_\_\_\_\_  
Academic Director on behalf of UniHaven Academic Council

Date:

## PROGRESSION AGREEMENT

This Agreement is entered into on

20[ ]

### BETWEEN:

1. UniHaven Limited (company number 671943 ), whose registered office is at 2ND FLOOR BLOCK 4, BRACKEN BUSINESS PARK, BRACKEN ROAD, SANDYFORD BUSINESS PARK, DUBLIN Dublin 18, Ireland D18 V0Y0 (trading as “ UniHaven College ”) (“**Partner**”); and
2. [ ] University whose principal place of business is at [ ] (“**University**”),

together the Parties and each a Party.

### BACKGROUND:

- (A) Partner is a provider of programmes of study for international students wishing to gain admission to and obtain a university undergraduate or post graduate degree.
- (B) University is a provider of undergraduate and post graduate academic programmes.
- (C) Partner and University wish to work together, as set out in this Agreement, to allow Partner’s students to progress onto courses or programmes provided by University.

### AGREED TERMS:

#### 1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless expressly stated otherwise, the following defined terms will have the following means ascribed to them:

**Business Day:** a day other than a Saturday, Sunday or public holiday in Ireland, when banks in Dublin are open for business;

**Commission:** the Commission payable by University for the progression of Students into the Programmes as set out in Schedule 3;

**DPA 2018:** the Data Protection Acts 1988 to 2018;

**Effective Date:** shall be the date this Agreement comes into effect, being [ ] 20[22];

**Force Majeure:** in relation to either Party, any circumstances beyond the reasonable control of that Party including, without limitation, any strike, lock-out or other form of industrial action (including of that Party, other than for reasons related to non-payment of salaries), accident, fire, flood, storm, terrorism, explosion, war, riot, civil war or Act of God;

**HEI Partner Review Committee;** the committee established by the parties (consisting of equal representatives of the University and Partner) as part of the quality assurance and review process envisaged by this Agreement;

**Intellectual Property:** all intellectual and proprietary works including all patents, know-how, registered and unregistered trademarks and service marks (including any trade, brand or business names), domain names, registered designs, design rights, utility models, copyright (including all such rights in computer software and any databases), trade secrets, Confidential Information, moral rights, database rights, topography rights (in each case the full period thereof and all extensions and renewals thereof), all rights in any of the foregoing, applications for any of the foregoing and the right to apply for any of the foregoing in any part of the world and any similar rights situated in any country;

**Intellectual Property Rights:** all patents, registered and unregistered designs, copyrights, trademarks, services and trade names (whether registered or not) and all other intellectual property protection wherever in the world enforceable;

**Partner's Courses:** shall be the UniHaven programmes any Students shall have entered and successfully completed immediately preceding any Programme;

**Personal data:** means data which relate to a living individual who can be identified: from that data; and/or from that data and other information which is in the possession of the recipient and keeper of such data;

**Programme and Programmes:** the programme(s) currently provided by University, as set out in Schedule 1, as may be amended by University from time to time;

**Scholarship:** a financial scholarship for each Student, if applicable, as stated in Schedule 1;

**Students:** those students who are currently on or have completed a Partner Course; and

**Term:** a period of [REDACTED], as from the Effective Date.

A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision includes any subordinate legislation made from time to time under that statute or statutory provision.

## **2. COMMENCEMENT AND TERM**

This Agreement shall supersede any previous progression agreement entered into between the Parties and shall come into effect as from the Effective Date and shall continue for the Term, unless terminated earlier in accordance with Clause 12.

## **3. MARKETING AND ADMISSIONS**

- 3.1 Partner shall promote the University and its Programmes to Students, and will propose to the University (for its consideration, in accordance with Clause 3.4) applications by Students to the Programmes. University shall make a conditional offer to each Student proposed by Partner (prior to such Student commencing their studies with Partner) that such Student will be admitted by University on to the relevant Programme, provided that such Student meets the requirements set out in Schedule 1 and the provisions of

this clause 3.

- 3.2 University shall provide all necessary marketing materials it produces in relation to the University and Programmes to assist Partner in marketing such to the Students. If Partner creates its own marketing materials for use in its marketing activity, Partner will submit such materials to University (for approval, which should not be unreasonably withheld or delayed), prior to such being used by Partner. If University does not respond with approval or definitively with reasonable suggested amendments within 3 business days of Partner making such approval request, such materials shall be deemed approved by University and Partner shall be free to use such materials in its marketing activity. Each party agrees that, for the Term, the other party can use its logo(s) and/or trade marks as stated in Schedule 4 in any above stated marketing materials provided that such party using the other party's logos and/or trade marks follows any branding or use guidelines relating to those logos and/or trade marks.
- 3.3 Partner will have due regard to the requirements of this Agreement when advising and making an introduction between the Student and University.
- 3.4 University shall guarantee that all applications made to it from Students who have completed the Partner's Course and met the requirements as detailed in schedule one, shall be offered a formal offer (in accordance with Clause 4.4), for admission on a relevant Programme.
- 3.5 All Students are required to comply with any requirements of the Irish Naturalisation and Immigration Service (or any successor body(ies)), and shall be responsible for obtaining an appropriate visa for the duration of their course and satisfying any other applicable immigration requirements.
- 3.6 All admissions and recruitment of Students will be undertaken within the relevant policies and framework of University and any other reasonable and necessary conditions which may be set out in the conditional offer letter.

#### **4. APPLICATIONS, ASSISTANCE AND OFFERS**

- 4.1 All Students shall be required to complete and submit appropriate application forms in relation to any Programme, as are notified to the Student by University.
- 4.2 Partner shall be responsible for ensuring that, as far as reasonably practical to do so, all educational certificates and transcripts of the Student are (on the face of that document) authentic, before Student submits to University.
- 4.3 If University or any Programme requires (as standard process), an interview or audition before an offer can be made, the Parties will work together to assist the Student and facilitate that interview or audition.
- 4.4 University shall make formal offers to all Students, promptly and at the same time as making formal offers to University's own students, to allow entry onto the relevant Programme.

#### **5. INTERNATIONAL STUDENTS AND SCHOLARSHIPS**

- 5.1 As part of University's commitment to academic excellence, diversity and continuing its international reach and exposure, University shall offer Students the scholarships stated in Schedule 1.
- 5.2 Once a Student has been offered a place on a Programme, they shall automatically be considered for a Scholarship, without the need to submit any application form or otherwise. Successful candidates will be contacted by University's admission team (as promptly as possible after being offered a place on a Programme), and any tuition fee reduction will be applied to the Student's original fee and prior to any other discounts, rewards, or reductions that may also apply.

## **6. COMPLIANCE AND REVIEW**

- 6.1 University confirms that (in conjunction with Partner) it has undertaken a mapping exercise of Partner's Courses and programmes to ensure equivalency at application level.
- 6.2 University shall, on at least an annual basis, independently assesses Partner's Courses and confirm (annually), that each such course is (and should continue to be for the term of that programme) at a level equivalent to or above **Level [5]** .
- 6.3 University and Partner shall annually review this agreement to include Partner Courses, Programmes, Student progression and Student data and to ensure that they and the associated mapping exercise remains accurate and to monitor any necessary changes in curriculum. The annual review will take the form of a HEI Partner Review Committee meeting to include representatives from both institutions. Regardless of how those reviews may be held or operated, a written record shall acknowledge that both an annual review has taken place and such mapping remains satisfactory to both Parties. .
- 6.4 Any Student accepted onto a Programme must be eligible and/or responsible for arranging their own visa(s) to study in Ireland and for paying any related costs in so securing such visa(s). University shall not be responsible for the failure of any Student to obtain their visa(s).
- 6.5 University and Partner shall ensure that at all times the content of this Agreement and specifically the detail of the Commission (or the existence of the Commission) are not communicated or disclosed to any staff (other than on a strict need to know basis) of either of them who advise on higher education programmes or if such information could in any way act as a dis-incentive to encourage Students (with their interaction with Students), to take the most appropriate educational programme for their needs.

## **7. COMMISSION AND PAYMENT**

- 7.1 In consideration for the progression of the Students to University, University shall pay the Commission set out in and pay invoices in accordance with Schedule 3.
- 7.2 All amounts payable by University shall exclude value added tax (VAT), which University shall additionally be liable to pay, if applicable, to Partner at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.

- 7.3 Partner shall submit invoices for the Commission (plus VAT if applicable) to University at the agreed intervals. University shall pay each invoice due and submitted to it by Partner, within 10 days of receipt, to a bank account nominated in writing by Partner.
- 7.4 Any amounts unpaid by University, unless such amount is disputed in good faith, shall attract interest (from the due date until payment of the overdue sum, whether before or after judgment) at the annual compounded rate of 3%.

## **8. INTELLECTUAL PROPERTY RIGHTS**

- 8.1 Each Party agrees not to make any claims with respect to the Intellectual Property Rights of the other Party during the Term.
- 8.2 Any Intellectual Property jointly developed, shall be jointly owned by the University and the Partner with a royalty free, perpetual licence to each Party to use such Intellectual Property.
- 8.3 Neither Party will do, or authorise any third party to do, any act which would or might invalidate or might be inconsistent with any Intellectual Property of any other or which would or might prejudice the distinctiveness or goodwill therein and will not omit, or authorise any third party to omit, to do any act which, by its omission, would have that effect.
- 8.4 Each Party will notify the other Party immediately if it becomes aware of any unauthorised use of any of the Intellectual Property.

## **9. INSURANCE AND INDEMNITIES**

- 9.1 Each Party will procure and maintain, at its own cost with a reputable insurer, all such insurance cover as would be usual or prudent for a comparable institution to maintain in respect of the activities carried on by such Party under this Agreement taking into account the provisions of the remainder of this Clause 9.
- 9.2 Subject to the provisions of Clause 9.3, each Party (each an “**Indemnifying Party**”) agrees to indemnify and keep indemnified the other Party and in each case their representative subsidiaries and affiliates and their respective officers, directors, employees and agents (each a “**Claiming Party**”) from and against any claim of liability (including costs, claims, demands, liabilities, expenses, damages or losses (including reasonable legal and other professional costs and expenses)) made by a third party against that the Claiming Party (including without limitation any Student) if and to the extent that such liability arises out of or in connection with the Indemnifying Party’s negligence or breach of this Agreement or under applicable law.
- 9.3 The aggregate liability of either Party in connection with all claims (the “**Claims**”) brought against it by any Claiming Party in connection with any indemnity granted pursuant to this Clause 9 will not exceed the amount specified in Clause 9.5.
- 9.4 Notwithstanding the foregoing, in the event that either Party is entitled to bring a claim

under any policy of insurance in respect of the circumstances giving rise to any Claim, such Party will be required to bring such a claim and pursue such claim with reasonable diligence. Where the proceeds received by the relevant party in respect of such insurance claim (the “**Insurance Proceeds**”) exceed the amount which a Claiming Party would otherwise be entitled to recover in respect of a Claim pursuant to Clause 9.2, the Indemnifying Party’s total liability in respect of such Claim will be limited to an amount equal to the Insurance Proceeds.

- 9.5 Subject to Clauses 9.2 to 9.4 and 9.6, neither Party shall be liable for any indirect, consequential, incidental, special, punitive, exemplary damages or pure economic loss, loss of business, profit or income, costs, damages, charges or expenses and each Party’s total liability arising out of or in connection with this Agreement shall in any event be limited to the greater of:

9.5.1 the amount of the tuition fees paid or payable by Students to University in the year preceding the event giving rise to the liability; or

9.5.2 €30,000.

- 9.6 Nothing in this Agreement limits or excludes either Party's liability for death or personal injury including resulting from either Party's negligence; or for any damages or liability incurred by either Party as a result of fraud or fraudulent misrepresentation by the other Party; or for any sort of liability that, by law, cannot be limited or excluded.

## 10. CONFIDENTIALITY

- 10.1 Each Party undertakes to the other Party that it shall not, at any time during this Agreement (and for a period of two years after termination), disclose to any person any confidential information concerning the business, affairs, customer, clients or suppliers of the other party or of any member of its Group, including information relating to a Party’s operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and customers (“**Confidential Information**”), except as permitted by Clause 10.2.

- 10.2 Each Party may disclose the other Party’s Confidential Information:

10.2.1 to its employees, officers, agents, consultants, advisors or subcontractors (“**Representatives**”) who need to know such information for the purposes of exercising the Party’s rights or carrying out its obligations under or in connection with this Agreement, provided that the disclosing party takes all reasonable steps to ensure that its Representatives comply with the confidentiality obligations contained in this Clause 10 as though they were a party to this Agreement. The disclosing party shall be responsible for its Representatives’ compliance with the confidentiality obligations set out in this Clause; and

10.2.2 as may be required or compelled by law, a court of competent jurisdiction or any governmental or regulatory authority.



- 10.3 Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information (other than those expressly stated in this Agreement) are granted to the other Party or to be implied from this Agreement. In particular, no licence is hereby granted directly or indirectly under any patent, invention, discovery, copyright or other intellectual property right held, made, obtained or licensable by either Party now or in the future.

## **11. COLLABORATION, DISPUTES AND WARRANTIES**

- 11.1 The Parties shall meet (by telephone or face to face) no less than once every 6 months to ensure this Agreement and their relationship is working and any issues are addressed as quickly as possible.
- 11.2 The Parties will work together to explain any selection and recruitment procedures and processes so that Partner can advise Students accordingly.
- 11.3 The persons acting as first points of contact for the purposes of this Agreement are as follows:

Partner: [ ] ; and

University: [ ]

- 11.4 If there is any dispute in relation to or arising under this Agreement, the Parties shall in the first instance raise such dispute to the University's **Deputy Vice Chancellor** (or their nominee) and Partner's Chief Revenue Officer (or their nominee), who shall seek to resolve the dispute. If after 10 days thereafter the dispute remains unresolved, the Parties shall refer the matter to the University's **Vice Chancellor** and Partner's CEO who shall have a further 5 days to resolve the dispute, failing which either party may seek appropriate legal action.
- 11.5 Each party represents and warrants to the other Party that:
- 11.5.1 it has the full legal power, authority and right to enter into this Agreement and to perform its obligations under this Agreement and this Agreement constitutes its legal, valid and binding obligation, enforceable in accordance with its terms;
- 11.5.2 it does not require any consent, approval, authorisation or clearance from any government, governmental or regulatory bodies, agencies or authorities in Ireland or from any supranational agency or authority in order to enter in to or perform its obligations under this Agreement and neither, in its opinion, is any such consent, approval, authorisation or clearance desirable for such purposes; and
- 11.5.3 it is not, at the Effective Date, a party to any agreement, arrangement or understanding with any third party that in any manner prevents or hinders it from the performance of any material obligation under the terms of this Agreement.
- 11.6 Each Party agrees to comply with all applicable laws and regulations in carrying out

the matters contemplated by this Agreement.

## **12. TERMINATION**

12.1 If either Party wishes to terminate this Agreement or (for University) a specific Programme, prior to the expiry of the Term, that Party shall provide no less than:

12.1.1 one calendar year's notice if the notifying Party wishes to terminate this Agreement; and

12.1.2 6 months' prior notice if University wishes to terminate a Programme or Programmes, but not all of the Programmes,

provided that termination of either of the above shall not take effect before the third anniversary of the Effective Date.

12.2 A Party shall have the right at any time by giving written notice to the other Party to terminate this Agreement forthwith if:

12.2.1 the other Party commits a material breach of the provisions of this Agreement which, if capable of remedy, is not remedied within twenty-eight (28) calendar days of a request from the other Party to do so; or

12.2.2 there is at any time any material change in the operations, management or structure of a Party which in the reasonable opinion of the other Party means that the Party subject to such change is substantially impaired in the performance of its obligations hereunder; or

12.2.3 at any time it is unlawful for the other Party to perform a material part of its obligations under this Agreement; or

12.2.4 the other Party has appointed a liquidator, provisional liquidator, administrator or similar officer or a like appointment is made in relation to the assets of that Party; or

12.2.5 where an application is made to a competent court for an order or an order is made or a meeting is convened or a resolution is passed for the purpose of appointing a person referred to in the preceding sub-clause or for the winding up of the other Party or for implementing a scheme or arrangement or for placing the other Party under administration; or

12.2.6 the other Party fails to duly and punctually comply with any proper laws binding on it for the purposes of the rights and obligations specified in this Agreement; or

12.2.7 the other Party ceases or threatens to cease to carry on the operations customarily carried on by it; or

12.2.8 any other event or series of events occurs which, in the reasonable opinion of the terminating Party, renders it impracticable or impossible for the other Party to observe and fulfil the terms of this Agreement.

12.3 On termination of this Agreement, for whatever reason:

12.3.1 University shall immediately pay to Partner all of Partner's outstanding unpaid invoices and any interest, if due, and Partner may submit any further invoice for any further Commission, which shall be payable immediately on receipt;

12.3.2 such termination shall not affect any of the rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry; and

12.3.3 University shall honour its commitment to each Student and teach out that Student to the end of that Student's respective Programme.

13. GENERAL

13.1 **No Partnership.** Nothing in this Agreement is intended to or will operate to create a partnership or joint venture of any kind between the Parties, or to authorise any party to act as agent for any other, and no Party will have authority to act in the name of or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

13.2 **Entire agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Agreement it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

13.3 **Variation.** No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

13.4 **Waiver.** A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

13.5 **Notices.** The Parties shall be permitted to communicate under this Agreement by email, other than for notices given pursuant to Clauses 12.1 and 13.7.3. Any notices served under Clauses 12.1 or 13.7.3 shall be delivered by hand or by pre-paid first-class post. If delivered by hand, service shall be deemed on signature of a delivery receipt or at the

time the notice is left at the proper address; and if sent by pre-paid first-class post, service shall be deemed on the next working day delivery.

**13.6 Third party rights.** Nothing in this Agreement is intended or shall be construed to confer any rights or remedies on any person or entity other than the Parties hereto and their respective successors. The rights of the Parties to rescind or vary this Agreement are not subject to the consent of any other person.

**13.7 Anti-slavery.**

13.7.1 In performing their respective obligations under this Agreement, each Party shall:

- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force including the Criminal Law (Human Trafficking) Act 2008, as amended by the Criminal Law (Human Trafficking) (Amendment) Act 2013;
- (b) not engage in any activity, practice or conduct that would constitute an offence under the Criminal Law (Human Trafficking) Act 2008, as amended by the Criminal Law (Human Trafficking) (Amendment) Act 2013 if such activity, practice or conduct were carried out in the UK;
- (c) include in contracts with its direct subcontractors and suppliers provisions which are at least as onerous as those set out in this Clause 13.7;
- (d) notify the other Party as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement; and
- (e) maintain appropriate records to be able to show compliance with this Clause 13.7 and permit the other Party and its third party representatives to inspect that Party's premises, records, and to meet that Party's personnel to audit that Party's compliance with its obligations under this Clause 13.7.

13.7.2 Each Party represents and warrants to the other Party that as at the date of this Agreement it has not been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

13.7.3 A Party may terminate this Agreement with immediate effect by giving written notice to the other Party if that other Party commits a breach of this Clause 13.7.

**13.8 Bribery & Corruption.**

13.8.1 Each Party shall:

- (a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Criminal Justice (Corruption Offences) Act 2018 (**Relevant Requirements**);
- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Criminal Justice (Corruption Offences) Act 2018 if such activity, practice or conduct had been carried out in the Ireland;

- (c) have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Criminal Justice (Corruption Offences) Act 2018, to ensure compliance with the Relevant Requirements and will enforce them where appropriate; and
- (d) promptly report to the other Party any request or demand for any undue financial or other advantage of any kind received by that Party in connection with the performance of this Agreement.

13.8.2 Each Party hereby warrants that as at the date of this Agreement, and will annually certify thereafter, its compliance with this Clause 13.8 and all persons associated with it (as defined under the Relevant Requirements). A Party shall provide such supporting evidence of compliance as the other Party may reasonably request.

13.8.3 Each Party shall ensure that any person associated with it, who is performing services in connection with this Agreement, does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed in this Clause 13.8 (the “**Relevant Terms**”). Each Party shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the other Party for any breach by such persons of any of the Relevant Terms.

13.8.4 Breach of this Clause 13.8 shall be deemed a material breach.

**13.9 Data Protection.** Each Party agrees to comply with its obligations as set out in Schedule 2. Unless otherwise required by the operation of Irish law and in accordance with the DPA 2018, the Parties will keep confidential at all times any and Personal Data received from the other Party relating to individuals, and their performance and progress. No Personal Data received from the other Party will be divulged to any third party, unless compelled to do so or with a lawful basis, without the prior written approval of the individual to whom such Personal Data relates.

**13.10 Equality and Non-Discrimination.** Each Party shall not, and shall use reasonable endeavours to ensure that, its employees, contractors and agents shall not, discriminate directly or indirectly against any person on the basis of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation. Each Party shall ensure, as far as reasonably practicable to do so, that its employees, contractors and agents shall, at all times comply with and act in a way which is compatible with the Employment Equality Acts 1998 to 2015 and the equality duty imposed by that Act.

**13.11 Freedom of Information.** The Parties acknowledge that University is subject to the requirements of the Freedom of Information Act 2014 (“**FOIA**”) and that, subject to applicable data protection legislation, Partner will assist and cooperate with University to comply with its obligations under the FOIA.

**13.12 Force Majeure.** A Party (the “**FM Party**”) shall be responsible to the other Party (the “**Affected Party**”) for any delay in performance or non-performance due to Force Majeure, but the FM Party shall promptly upon occurrence of any such causes inform the Affected Party, stating that such cause has delayed or prevented its performance

hereunder and thereafter the FM Party shall take all action within its power to comply with the terms of this Agreement as fully and promptly as possible. If the Force Majeure in question prevails for a continuous period in excess of two (2) months, the Affected Party only shall be entitled to terminate this Agreement on 10 days' notice to the FM Party.

**13.13 Counterparts.** This Agreement may be executed in any number of counterparts and each counterpart shall together constitute an original and be one and the same of this Agreement.

**13.14 Governing law.** This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of Ireland.

**13.15 Jurisdiction.** Each party irrevocably agrees that, notwithstanding Clause 13.14, the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

This Agreement has been entered into on the date stated at the beginning of it.

Signed by Brian McDonald

.....

for and on behalf of **UniHaven LIMITED**

Director

Signed by [NAME OF AUTHORISED SIGNATORY]

.....

for and on behalf of [NAME OF UNIVERSITY]

Authorised Signatory

## SCHEDULE 1 PROGRAMMES AND SCHOLARSHIPS

### Degree Programmes and Required Qualifications

University Degree Programme	Academic Grades University requires for progression from Partner Course	English Grades University requires for progression from Partner Course	Any other University requirements for progression from Partner Course (e.g. interview)
<i>All degree programmes offered by the University</i>	<ul style="list-style-type: none"> <li><i>For QQI Specific Purpose Level 5 - students must pass all modules in the programme where a pass is 50% or higher (based on FET scoring).</i></li> <li><i>For QQI Special Purpose Level 8 - students must pass all modules in the programme where a pass is 40% or higher.</i></li> </ul>	<p><i>Students will need to demonstrate the achievement of a minimum IELTS score of [ ] (or equivalent). Students will be measured for English language competency throughout the programme. Achieving programme English language Pass grade requirements and/or University English language progression grade requirements (if higher) will be sufficient to satisfy University English language requirements for progression to University degrees.</i></p>	<p><i>Partner Students who have received their conditional offer from University may change their discipline area but they will only be accepted onto an alternative programme based on their merits on a case-by-case basis as decided by University.</i></p>

### SCHOLARSHIPS

University shall offer Students the following scholarships:

Programme	Financial Amount	Duration of scholarship
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## **SCHEDULE 2**

### **Data Protection and Data Sharing**

#### **1. DEFINITIONS AND INTERPRETATION**

- 1.1 The following definitions and rules of interpretation in this clause apply in this Schedule:

**Agreed Purpose(s):** has the meaning given to it in Appendix 1.

**Applicable Laws:** means (for so long as and to the extent that they apply to the Data Processor) the law of the European Union, the law of any member state of the European Union including Ireland and/or UK Data Protection Legislation.

**Data Controller:** is as defined by the Legislation.

**Data Discloser:** is the party disclosing the Personal Data.

**Data Processor:** is as defined by the Legislation.

**Data Receiver:** is the party receiving the Personal Data.

**Data Security Breach:** a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Personal Data.

**Data Subject:** is as defined by the Legislation.

**GDPR:** the General Data Protection Regulation ((EU) 2016/679).

**Irish Data Protection Legislation:** the GDPR; the Data Protection Acts 1988 to 2018, Ireland and any national implementing law, regulations and secondary legislation, as amended or updated from time to time, applying to data protection and electronic privacy in Ireland.

**Legislation:** the Irish Data Protection Legislation, UK Data Protection Legislation and any other European Union legislation relating to Personal Data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).

**Personal Data:** is as defined by the Legislation. Where one Party acts as a Data Processor then the Personal Data to be Processed is detailed in Appendix 2.

**Process:** means any use of or processing applied to any Shared Personal Data as defined in the applicable Legislation and Processed and Processing shall be construed accordingly.

**Purpose(s):** has the meaning given to it in Appendix 2.

**Sensitive Personal Data:** is as defined by the Legislation, including any Personal Data which falls within the special categories of personal data as set out in Article 9(1) of the GDPR.

**Shared Personal Data:** the Personal Data and Sensitive Personal Data to be shared between the Parties as detailed in Appendix 1.

**SPoC:** has the meaning given in paragraph 2.4.

**Subject Access Request:** any request made by a Data Subject in connection with their entitlement to receive information concerning the processing of their Personal Data, pursuant to the Legislation.

**Supervisory Authority:** in Ireland, the Data Protection Commission.

**UK Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

## **2. SCOPE AND PURPOSE**

2.1 This Data Protection Schedule covers the following situations:

- (a) The Parties both act as Data Controllers where full details of the Processing of Shared Personal Data are detailed in Appendix 1;
- (b) One Party acts as a Data Processor on behalf of the other Party where full details of the Processing of Personal Data are detailed in Appendix 2.

2.2 The Parties agree that there may be situations where they are both acting as Data Controllers and simultaneously one Party acts as a Data Processor on behalf of the other Party.

2.3 Where one Party acts as a Data Processor then it shall:

- (a) only Process Personal Data on the documented written instructions of the Data Controller unless the Data Processor is required by Applicable Laws to otherwise

Process the Personal Data. Where the Data Processor is relying on laws of a member of the European Union or European Union law as the basis for Processing Personal Data, the Data Processor shall promptly notify the Data Controller of this before performing the Processing required by those Applicable Laws unless those Applicable Laws prohibit the Data Processor from so notifying the Data Controller.

(b) not appoint any third-party processor of Personal Data under the Agreement unless the Data Controller provides its prior consent in writing. Where the Data Controller agrees to the appointment of a third-party processor then the Data Processor will enter into a written agreement with the third-party processor incorporating terms which include the data processor obligations contained in the Legislation.

2.4 Each Party shall appoint a single point of contact (SPoC) and the points of contact for each of the Parties are:

(a) University's SPoC –Data Protection Officer.

(b) Company's SPoC – Data Protection Officer.

### **3. COMPLIANCE WITH NATIONAL DATA PROTECTION LAWS**

3.1 The Parties undertake to ensure their compliance with the Legislation at all times during the term of this Agreement. Where one Party is acting as a Data Processor then the Data Controller will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Data Processor for the Purpose and term of this Agreement.

3.2 Each Party confirms that it has a valid registration with its Supervisory Authority.

### **4. SHARED PERSONAL DATA**

4.1 The Parties will share Personal Data and Sensitive Personal Data as detailed in Appendix 1 during the term of this Agreement.

4.2 The Parties agree to use compatible datasets.

4.3 The Shared Personal Data must not be irrelevant or excessive with regards to the Agreed Purpose.

## **5. FAIR AND LAWFUL PROCESSING**

- 5.1 Each Party shall ensure that it Processes the Shared Personal Data fairly and lawfully during the Term of this Agreement and does so in accordance with paragraphs 5.2 and 5.3 and with the Legislation.
- 5.2 Each Party shall ensure that it Processes Shared Personal Data on the basis of one or more of the following legal bases:
- (a) the Data Subject has given consent to the Processing of their Personal Data for one or more specific purposes;
  - (b) Processing is necessary for the performance of a contract to which the Data Subject is party or in order to take steps at the request of the Data Subject prior to entering into a contract;
  - (c) Processing is necessary for compliance with a legal obligation to which the Parties are subject, other than an obligation imposed by contract;
  - (d) Processing is necessary in order to protect the vital interests of the Data Subject;
  - (e) Processing is necessary for the purposes of the legitimate interests pursued by the Parties or by a third party except where such interests are overridden by the interests or fundamental rights and freedoms of the Data Subject which require protection of Personal Data, in particular where the Data Subject is a child.
- 5.3 In addition to its obligations under paragraph 5.2, each Party shall ensure that it Processes Shared Personal Data classified as Sensitive Personal Data on the basis of one or more of the following legal bases:
- (a) the Data Subject has given explicit consent to the Processing of those Personal Data for one or more specified purposes;
  - (b) processing is necessary to protect the vital interests of the Data Subject or of another natural person where the Data Subject is physically or legally incapable of giving consent.
- 5.4 Each Party, when acting as the Data Discloser shall, in respect of the Shared Personal Data, ensure that their privacy notices comply with Article 13 GDPR.
- 5.5 Each Party, when acting as the Data Receiver, undertakes to inform the Data Subjects, of all matters required by Article 14 GDPR.
- 5.6 Each Party shall ensure that its records of Processing activities complies with Article 30 GDPR with regards to joint controllers. Where one Party is acting as a Data Processor

then the Data Processor shall maintain complete and accurate records to demonstrate its compliance with this Schedule and allow for audits by the Data Controller or the Data Controller's designated auditor and immediately inform the Data Controller if, in the opinion of the Data Processor, an instruction of the Data Controller infringes the Data Protection Legislation.

## **6. DATA RETENTION AND DELETION AND DATA SUBJECTS' RIGHTS**

- 6.1 Neither Party shall retain or Process Shared Personal Data for longer than is necessary to carry out the Agreed Purpose and/or Purpose unless in accordance with the Legislation.
- 6.2 Each Party shall ensure that any Shared Personal Data is returned to the Data Discloser or destroyed upon the termination or expiry of this Agreement, or if the retention of the Shared Personal Data is no longer necessary for the Agreed Purposes. Where one Party is acting as a Data Processor then the Data Processor shall delete or return Personal Data on termination of the Agreement in accordance with the Data Controller's instructions, unless the Data Processor is required by Applicable Law or any regulatory requirement to continue to retain or store the Personal Data.
- 6.3 The Parties will comply with all provisions set out in the Legislation concerning Data Subjects' rights as detailed in Chapter 3 GDPR.
- 6.4 Parties are under a strict obligation to notify any request by a Data Subject for the right of access under Article 15 GDPR (subject access request) as soon as possible and, in any event, within 3 Business Days.
- 6.5 The Parties agree to provide reasonable assistance as is necessary to each other to enable them to comply with any request under Articles 15, 16, 17, 18, 20, 21 and/or 22 GDPR and to respond to any other request by any Data Subject to exercise their rights under the Legislation.
- 6.6 Each Party shall erase all Personal Data relating to a Data Subject who makes such a request in accordance with the Legislation unless the Processing of the Personal Data is necessary pursuant to the Legislation.
- 6.7 SPoCs are responsible for maintaining a record of individual requests for information, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the Personal Data accessed and shared

and where relevant, notes of any meeting, correspondence or phone calls relating to the request.

## **7. TRANSFER, SECURITY, AND TRAINING**

7.1 For the purposes of this clause, transfers of Personal Data shall mean any sharing of Personal Data by the Parties with a third party, and shall include, but is not limited to, the following:

- (a) storing Shared Personal Data and/or Personal Data on servers outside the EEA;
- (b) subcontracting the processing of Shared Personal Data and/or Personal Data to data processors located outside the EEA;
- (c) granting third parties which are located outside the EEA access rights to the Shared Personal Data and/or Personal Data.

### **7.2 Where both Parties are acting as Data Controllers**

Where the Parties are acting as Data Controllers they shall not disclose or transfer the Shared Personal Data to a third-party data controller located outside the EEA unless :

- (a) each Party complies with the provisions of Chapter V of the GDPR (“Transfers of Personal Data to Third Countries or International Organisations”);
- (b) the legal basis for Processing is legitimate interests as detailed in paragraph 5.2;
- (c), each Party advises the Data Subject of their right to object, after having been informed of the purposes of the transfer, the categories of the recipients and the fact that the countries to which the Shared Personal Data is transferred may have different data protection standards.

### **7.3 One Party acting as a Data Processor**

Where one Party is acting as a Data Processor then the Data Processor shall not disclose or transfer any Personal Data to a third-party data controller located outside the EEA unless the prior written consent of the Data Controller has been obtained and the following conditions are fulfilled:

- (a) the Data Controller or the Data Processor has provided appropriate safeguards in relation to the transfer;
- (b) the Data Subject has enforceable rights and effective legal remedies;
- (c) the Data Processor complies with its obligations under the Data Protection

Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

- (d) the Data Processor complies with reasonable instructions notified to it in advance by the Data Controller with respect to the Processing of the Personal Data.

- 7.4 Each Party shall only provide the Shared Personal Data to the other Party by using secure methods and the Parties shall have in place appropriate technical and organisational security measures in accordance with the Legislation. Where one Party is acting as a Data Processor then the Data Controller shall be entitled to review and approve the technical and organisational measures employed by the Data Processor.
- 7.5 A Party acting as a Data Processor will ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential.
- 7.6 It is the responsibility of each Party to ensure that its staff members are appropriately trained to handle and process the Shared Personal Data in accordance with the Legislation.

## **8. DATA SECURITY BREACHES AND REPORTING PROCEDURES**

- 8.1 Having considered the Legislation, the Parties hereby warrant that they each have in place their own guidance that must be followed in the event of a Data Security Breach.
- 8.2 Parties are under a strict obligation to notify any potential or actual losses of the Shared Personal Data and/or Personal Data to the other Party's SPoC as soon as possible and, in any event, within 1 Business Day of identification of any potential or actual loss to enable the Parties to consider what action is required in order to resolve the issue in accordance with the Legislation.
- 8.3 The Parties agree to provide reasonable and prompt assistance as is necessary to each other to facilitate the handling of any Data Security Breach in an expeditious and compliant manner and in compliance with any applicable timelines.

## **9. TERMINATION**

- 9.1 Each Party reserves the right to terminate this Agreement with immediate effect if the other Party does not Process the Shared Personal Data in accordance with this Agreement or breaches any other provision of this Agreement.

9.2 The Parties shall review the effectiveness of this Schedule every 12 months and depending on the outcome of the review shall make any necessary amendments to the Schedule.

**10. RESOLUTION OF DISPUTES WITH DATA SUBJECTS OR THE SUPERVISORY AUTHORITY**

10.1 In the event of a dispute or claim brought by a Data Subject or the Supervisory Authority concerning the Processing of Shared Personal Data and/or Personal Data against either or both Parties, the Parties will inform each other about any such disputes or claims, and will cooperate with a view to settling them amicably (as far as reasonably possible) and in a timely fashion.



## APPENDIX 1

### DETAILS OF DATA SHARING WHERE BOTH PARTIES ARE DATA CONTROLLERS

Subject matter of processing	
<b>Agreed Purpose</b>	<ul style="list-style-type: none"><li>(a) to correspond with prospective students and their representatives (e.g. agents and/or parents and/or guardians) prior to and during the application process and to process applications;</li><li>(b) to provide services to enrolled students (including core teaching and learning services, administration, library, IT and student support);</li><li>(c) To provide welfare and support services to enrolled students (e.g mental health, fitness to study and/or safeguarding);</li><li>(d) to report on a student's progress between the Parties;</li><li>(e) to provide information to enrolled students on progression to a degree course;</li><li>(f) to deal with grievances and complaints from students;</li><li>(g) to ensure compliance with the Parties' regulatory, legal, inspection and compliance obligations (e.g. submission of statistics to the Higher Education Authority (HEA));</li><li>(h) where necessary to protect a student's or other third party's vital interests</li><li>(i) in order to prevent and detect crime and to assist with criminal investigations by the police and other competent authorities</li></ul>

	(j) where consent in accordance with the Legislation has been provided by the Data Subject (e.g for Sensitive Personal Data).
<b>Types of Personal Data</b>	<p>Staff records include:</p> <ul style="list-style-type: none"> <li>• Name, address and contact details.</li> </ul> <p>Agent and Parent records include:</p> <ul style="list-style-type: none"> <li>• Name, address and contact details, passport number.</li> </ul> <p>Student records include:</p> <ul style="list-style-type: none"> <li>• Names and addresses of students/parents/guardians and their contact details.</li> <li>• Education transcripts/proof of record.</li> <li>• Racial, ethnic, or national origin.</li> <li>• Any student disabilities or conditions that may impede their learning.</li> <li>• Language assessments.</li> <li>• Attendance Records.</li> <li>• Academic record – subjects studied, class assessments, examination results as recorded on official College records.</li> <li>• Records of significant achievement.</li> <li>• Records of disciplinary issues and/or sanctions imposed.</li> <li>• Other records, e.g., records of any serious injuries/accidents etc.</li> <li>• Meeting records students may have attended as a record of member details, minutes of meetings, appointments,</li> </ul>

	<p>documenting decisions made by the relevant board, committee, or council etc. that may include:</p> <ul style="list-style-type: none"> <li>○ Name, address, and contact details of each member attending.</li> <li>○ Records concerning appointments to the meeting body.</li> <li>○ Minutes of the meetings and correspondence to the meeting body may include references to particular individuals, be they staff, students or external individuals.</li> </ul>
<b>Categories of Data Subject</b>	Staff, Students, Agents and Students' Parents
<b>Nature of processing</b>	Collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means).
<b>Duration of processing</b>	For the term of the Agreement plus any agreed retention periods
<b>Plan for return or destruction of Personal Data</b>	<p>Personal Data should be returned by email to the designated point of contact.</p> <p>Personal Data to be disposed should follow the below procedure.</p> <p><b>Record Disposal Procedure</b> The Controller acknowledges its duty to dispose of records securely and this will be done as follows:</p> <ul style="list-style-type: none"> <li>• When hard copy records are to be destroyed, this should be done by a GDPR-compliant shredding provider and records of such destruction kept for larger volumes or by</li> </ul>

	<p>the Controller's staff using the Controller's own office shredders for smaller volumes.</p> <ul style="list-style-type: none"> <li>• When I.T. equipment becomes redundant, all storage devices associated with that equipment must be securely destroyed by a GDPR-compliant computer equipment destruction provider so that any data on the storage device may no longer be retrieved. The contracting organisation should also sign off to certify that the records were destroyed.</li> <li>• Data that is stored in electronic form and then destroyed should have any backup copies of it destroyed simultaneously. When the original data is destroyed, any backups that are not destroyed with it become the only copy and become subject to the Legislation's full requirements. The contracting organisation should also sign off to certify that the records were destroyed.</li> <li>• When records are destroyed, a register of destruction should be kept in perpetuity so that there is always a back reference to what records were disposed of and when. Where personal data is destroyed, the date of the destruction event should be captured for each record, along with the procedure that was used, the person who oversaw the destruction, their department, by whom the authority was given to destroy the records, and the data subject's name, contact details, and any other relevant information that identifies them.</li> </ul>
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## APPENDIX 2

### DETAILS OF DATA PROCESSING WHERE ONE PARTY IS A DATA PROCESSOR

Subject matter of processing	
<b>Purpose</b>	To carry out the Services under the Agreement
<b>Types of Personal Data</b>	<p>Staff records include:</p> <ul style="list-style-type: none"><li>• Name, address and contact details.</li></ul> <p>Agent and Parent records include:</p> <ul style="list-style-type: none"><li>• Name, address and contact details, passport number.</li></ul> <p>Student records include:</p> <ul style="list-style-type: none"><li>• Names and addresses of students/parents/guardians and their contact details.</li><li>• Education transcripts/proof of record.</li><li>• Racial, ethnic, or national origin.</li><li>• Any student disabilities or conditions that may impede their learning.</li><li>• Language assessments.</li><li>• Attendance Records.</li><li>• Academic record – subjects studied, class assessments, examination results as recorded on official College records.</li><li>• Records of significant achievement.</li><li>• Records of disciplinary issues and/or sanctions imposed.</li><li>• Other records, e.g., records of any serious injuries/accidents etc.</li><li>• Meeting records students may have attended as a record of member details, minutes of meetings, appointments, documenting decisions made by the relevant board, committee, or council etc. that may include:</li></ul>

	<ul style="list-style-type: none"> <li>○ Name, address, and contact details of each member attending.</li> <li>○ Records concerning appointments to the meeting body.</li> <li>○ Minutes of the meetings and correspondence to the meeting body may include references to particular individuals, be they staff, students or external individuals.</li> </ul>
<b>Categories of Data Subject</b>	Staff, Students, Agents and Students' Parents
<b>Nature of processing</b>	Collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means).
<b>Duration of processing</b>	For the Term of the Agreement unless earlier terminated by the Data Controller in writing.
<b>Data Controller's instructions for return or destruction of Personal Data</b>	<p>Personal Data should be returned by email to the designated point of contact.</p> <p>Personal Data to be disposed should follow the below procedure.</p> <p><b>Record Disposal Procedure</b>  The Processor acknowledges its duty to dispose of records securely and this will be done as follows:</p> <ul style="list-style-type: none"> <li>• When hard copy records are to be destroyed, this should be done by a GDPR-compliant shredding provider and records of such destruction kept for larger volumes or by the Processor's staff using the Processor's own office shredders for smaller volumes.</li> </ul>

	<ul style="list-style-type: none"> <li>• When I.T. equipment becomes redundant, all storage devices associated with that equipment must be securely destroyed by a GDPR-compliant computer equipment destruction provider so that any data on the storage device may no longer be retrieved. The contracting organisation should also sign off to certify that the records were destroyed.</li> <li>• Data that is stored in electronic form and then destroyed should have any backup copies of it destroyed simultaneously. When the original data is destroyed, any backups that are not destroyed with it become the only copy and become subject to the Legislation's full requirements. The contracting organisation should also sign off to certify that the records were destroyed.</li> </ul> <p>When records are destroyed, a register of destruction should be kept in perpetuity so that there is always a back reference to what records were disposed of and when. Where personal data is destroyed, the date of the destruction event should be captured for each record, along with the procedure that was used, the person who oversaw the destruction, their department, by whom the authority was given to destroy the records, and the data subject's name, contact details, and any other relevant information that identifies them.</p>
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### **SCHEDULE 3 COMMISSION**

University agrees to pay to Partner commission for each prospective student progressing onto an undergraduate course at the University according to the following commission rate:

<b>Undergraduate Course Fee Status</b>	<b>Commission Rate</b>
International students (International and EU fee status)	[ ] % of first year tuition fee only
Home students (home fee status)	No commission
Commission percentages are calculated based on the published tuition fee rate, commission calculation will not be affected by any discount or scholarship that is granted to individual student.	

Commission is payable to Partner only when a student is fully enrolled at University and the Student has paid for the first year's tuition fee, or the first instalment of that fee if the Student pays in instalments.

Document evidence of the involvement of the Partner will be required in the form of a stamp or other identification proposed by the Partner and agreed by the University. No commission will be paid to the Partner where it is not the effective cause for the introduction of a Student to the University, nor in respect of students who are not identified in the agreed manner or who do not formally enrol with the University.

In the case of commission dispute between Partner and University's other representatives who have dealt with the same students, University reserves the right to decide on the division of commission payment (acting fairly and reasonably) and in the absence of manifest error, such decision shall be final.

The Partner will provide University with a list of confirmed prospective students that have entered into relevant courses for current academic year on or before the last business day in November each year to [insert email address] and copy the University appointed main contact person.

On receipt of a list of names of those students introduced by the Partner, University shall advise Partner of the numbers enrolled and calculated commission amount. Partner shall then invoice University for the agreed Commission amount due.

Payments to the Partner will be made in euros within 30 days of the receipt of Partner's invoice, and in accordance with the details below:



- Partner shall submit invoices for the Commission (plus VAT) to University at the agreed intervals to the contact details provided by the University:

<b>Contact Name:</b>	
<b>Position:</b>	
<b>Contact email for invoice purposes:</b>	
<b>Telephone Number:</b>	

**SCHEDULE 4**  
**LOGOS AND TRADE MARKS**

UNIVERSITY LOGOS OR TRADE MARKS:



PARTNER LOGOS OR TRADE MARKS:



]



## UFORM014 Correction of Error Form Rev 1

Signed by Programme Manager: \_\_\_\_\_

Approved by Academic Director: \_\_\_\_\_

Specify the nature of the error to be corrected	Grade Recording Grade Calculation Result Recording
Specify the proposed correction to be implemented	Grade Recording From: _____ To: _____  Grade Calculation From: _____ To: _____  Result Recording From: _____ To: _____
Approved by Appeals Board	Date: _____
Corrected by/on	Signature: _____ Correction Date: _____



## UFORM027 External Examiner's Report Rev 1

*This report template is taken from QQI's Effective Practice Guideline for External Examining Revised 2015. Future revisions to QQI's guideline document should be used to revise this report template*

Date						
Programme Details	Programme Reference					
	Award Title:					
	Area Of Specialisation (ISCED CODE):	02.3.1				
	Main Modes of Delivery Offered:					
	Stage (1,2,3,4,..., or Award Stage):					
	Semester (if applicable indicate whether first or second):					
Classification Distribution and Trend		Current Year	Previous Year	Previous Year	Previous Year	Previous Year
	% H1/D					
	% H21/M1					
	% H22/M2					
	% P					
Completion Rate Data	Number who started the programme					
	Number who started the stage					
	Number who completed the stage (i.e. attempted final stage examinations)					

External Examiner Details	Name	
	Main Employment	
	Email address	
	Other contact details	
Please consult the <i>Effective Practice Guideline for External Examining Revised 2015</i> and <i>Assessment and Standards Revised 2013</i> for more detailed information concerning expectations. If you require further guidance on completing the report please contact the Academic Director, via the following email address:		
In presenting opinions under the following headings the external examiner should make national and international comparisons.		

*The text in red italics is explanatory material and may be deleted by the external examiner when completing the report.*

## 1 The Evidence Considered

*The purpose of this section is to indicate how well informed the external examiner is about the provider, the programme and its context. Summarise the documentary evidence considered (see Effective Practice Guideline for External Examining Revised 2015) and any visits, meetings and interviews with learners and academic staff and others.*

## 2 Minimum Intended Programme Learning Outcomes

*The purpose of this section is to comment on the educational objectives including their explicitness, appropriateness and consistency standards with the relevant awards standards and the National Framework of Qualifications. If there are gaps these should be identified. If the standard is too low this must be stated explicitly so that it can be addressed.*

## 3 Actual Attainment of Learners

*This section should present the external examiner's informed perception of the actual attainment of learners (knowledge, skill and competence). This is the most important finding of the external examining process. This should be based on consideration of:*

- *The provider's assessment instruments (e.g. assessment strategies, examination papers, marking schemes), procedures and findings*
- *Representative samples of learner responses to assessment tasks (e.g. examination scripts, dissertations, etc.)*
- *Interviews with learners*
- *Benchmarking data prepared by the provider*
- *Any other appropriate evidence*

*In presenting those perceptions the external examiner should make national and international comparisons. Opinions (e.g. satisfaction with the actual attainment) should be explained (e.g. by outlining the rationale and criteria).*

## 4 The Programme

*Often external examiners' experience of the programme might lead to suggestions about particular aspects of the programme. This might involve the curriculum or the approach to teaching and learning. This section should identify some notable strengths and areas for improvement. It is not intended that the external examiner would attempt to systematically review the programme.*

## 5 Assessment Procedures

*The external examiner plays a vital role in the ongoing quality assurance and enhancement of assessment. This section should address:*

- *The quality of the assessment instruments (programme and module strategies, examination papers, dissertation guidelines, etc.) and scoring rubrics/schemes etc.*
- *The fairness, consistency and fitness for purpose (valid, reliable, authentic, robust) of assessment procedures.*

- *The reliability of the provider's benchmarking of its assessment procedures.*

## 6 Trends

*Evidence concerning the extent to which teaching, learning and assessment arrangements have changed in response to the feedback provided by previous external examiner reports; and*

*Progress on recommendations in recent external examiner and other relevant reports on the programme.*

## 7 Conclusions and Recommendations

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External examiners' signature, date

## Teaching and Learning Policy

<i>Quality Assurance Manual (QAM) Chapter 6</i>	
<i>Document Name</i>	Teaching and Learning Policy
<i>Procedure Document Number</i>	UPOL013
<i>Version Reference</i>	Rev.1
<i>Document Owner</i>	Academic Director
<i>Roles with Aligned Responsibility</i>	Programme Manager, Teachers
<i>Approved By</i>	Academic Council (AC)
<i>Approval Date</i>	2.2.2023
<i>Date Policy Becomes Active</i>	1.4.2023
<i>Revision Cycle</i>	Annually
<i>Revision History/Amalgamation History</i>	Revised for text errors post programme validation plus insertion of new Teaching, Learning and Assessment Strategy reference
<i>Additional Information</i>	N/A
<i>References/ Supporting Documentation</i>	<p>UDOC000 UniHaven Quality Assurance Manual Rev 2</p> <p>Statutory Quality Assurance Guidelines developed by QQI for use by all Providers (2016)</p> <p>Statutory Quality Assurance Guidelines developed by QQI for Independent/Private Providers coming to QQI on a Voluntary Basis (2016)</p> <p>QQI Awards Standards for Pre-Higher Education Awards for International Students (2015)</p> <p>Policies and criteria for the validation of programmes of education and training (2017)</p> <p>The National Forum for the Enhancement of Teaching and Learning in Higher Education:  <a href="https://www.teachingandlearning.ie/">https://www.teachingandlearning.ie/</a></p> <p>UPOL007 UniHaven Student Recruitment and Admissions Policy Rev 2</p> <p>UPOL014 UniHaven QQI Blended Learning Policy Rev 1</p> <p>UPOL015 UniHaven Assessment and Awards Policy Rev 2</p> <p>UPOL025 UniHaven Learning Analytics Policy Rev 1</p>



## 1. Policy Overview

This policy aims to set out the College approach to teaching and learning in the context of a multicultural classroom and international education provision that combines the best of in-class and online approaches.

## 2. Policy Statement

This policy is designed to achieve, on behalf of all students and staff, the highest standard of international education regarding the learning approaches designed to deliver the specific module and programme learning outcomes and how e-learning contributes to the student study experience. The College aims to create a positive and supportive learning environment where student can flourish in line with QQI guidelines<sup>1</sup> as follows

- Respects and attends to the diversity of learners and their needs, enabling flexible learning pathways.
- Considers the use of different modes of delivery, where appropriate.
- Flexibly uses a variety of pedagogical methods that are evaluated and monitored and adjusted accordingly.
- Encourages a sense of autonomy in the learner, while encouraging adequate guidance and support for the learner.
- Promotes mutual respect within the learner-teacher relationship.
- Has procedures for dealing with learner complaints.
- Has procedures for dealing with learner appeals.

The College's aspirations for excellent teaching and learning aims to create a teaching and learning culture that

- Works to achieve high levels of student engagement via flexibility of programme delivery, modularisation, and the deployment of state-of-the-art online learning technology to promote an excellent standard of blended learning and teaching supported by excellent learning analytics in line with QQI's blending learning guidelines<sup>2</sup> by being integrated with this overall teaching and learning policy.

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<sup>1</sup> Statutory Quality Assurance Guidelines developed by QQI for use by all Providers (2016), section 5.2

<sup>2</sup> Statutory Quality Assurance Guidelines for Providers of Blended Learning Programmes, section 3.1

- Empowers students to be autonomous learners that will be very well prepared for the third level education that they will progress to.
- Promotes high-quality teaching (encompassing a wide range of practices and methods) and pedagogies which encourage active, independent, learning, in which the roles and responsibilities of staff and students are clear.
- Establishes an inclusive college that promotes diversity in the student population through active and balanced recruitment approaches in conjunction with College recruitment agents.

### 3. Roles and Responsibilities

This policy is especially applicable to our Teachers under the direction and oversight of the Academic Director and Programme Manager. Ultimately, the beneficiaries of this policy will be students who will benefit from best practice teaching and learning. The Academic Director is responsible for ensuring that policies are developed and maintained, that they remain fit for purpose, that they remain in compliance with QQI guidelines, that they are updated as per agreed timetables, and that they are being implemented as intended. In the latter context, the Academic Director will inspect a sample of policies each year to check for the correct implementation and bring the findings to AC as part of the annual QA/QQI review and reporting process.

### 4. Policy

#### Programme

- The College teaches a single programme that is overseen by Programme Board.
- The programme and associated award comply with the National Framework of Qualifications (NFQ) classification and UPOL015 UniHaven Assessment and Awards Policy Rev 1 as a Specific Purpose Level 5 Certificate in International Foundation Studies award.
- The programme and modules are described in terms of minimum intended programme learning outcomes (“MIPLOs”), credits, and its corresponding NFQ level as per the QQI programme validation specifications<sup>3</sup>.

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<sup>3</sup> QQI's Awards Standards for Pre-Higher Education Awards for International Students (2015)

- All students and staff should be clear as to the workload associated with the modules that need to be completed in terms of total learning hours and teaching/tutorial contact hours before teaching and learning of that module commence. It is particularly important to clarify to students the expectations required of them in terms of individual learning beyond simple class contact time or assessment requirements.
- The College's Recognition of Prior Learning (RPL) policy included in UPOL006 UniHaven Access, Transfer and Progression Policy Rev 2 enables applicants for programmes to seek recognition of previous study or professional experience.
- For full programme details see UPOL005 UniHaven Programme Review and Development Policy Rev 2.

### Learning Outcomes

Learning outcomes are sets of competencies, expressing what the student will know, understand or be able to do after completion of a module or programme with a focus on what the student has achieved rather than merely focussing on the content of what has been taught. Students need to be able to demonstrate attainment of key competencies and knowledge before being judged to have successfully completed a programme of learning in line with QQI requirements<sup>4</sup>.

MIPLOs are more general statements used to refer to the overall attributes, skills, and knowledge of graduates of a given programme. They provide a means of demonstrating the integration of the modules, module components, and personal learning and development that will result from successful participation in the programme. In line with the above programme and learning outcome module requirements:

- The programme will have an associated set of MIPLOs.
- All modules have minimum intended module learning outcomes ("MIMLOs") that described what the student will have learned from each module component and link back to the programme MIPLOs.

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<sup>4</sup> Policies and criteria for the validation of programmes of education and training (2017)

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- Learning outcomes at both the programme and module level should be used as the basis on which decisions are made regarding (a) approaches to teaching and learning, and (b) the selection of assessment methods.
  - Programme Board will consider the extent and effectiveness to which learning outcomes are being employed in curricular development and course provision and ensure that over-and under-assessment is avoided. See also UPOL015 UniHaven Assessment and Awards Policy Rev 1.
  - Programme Board will examine the extent to which the MIPLOs and MIMLOs are being achieved when reviewing courses, assessment, and student performance. See Programme Board Terms of Reference with the capacity to seek external teaching and learning expertise in Chapter 2 of the Quality Assurance Manual Rev 2.

### Approaches to Teaching & Learning

One of the major advantages of having articulated learning outcomes is that they provide an opportunity to be deliberate yet creative in the selection of teaching methods used in any given module or programme. There has been, in recent times, considerable growth in the diversity of teaching and learning methods to which students are exposed. However, traditional expository lectures still dominate much of higher education and over-reliance on such traditional approaches can somewhat negate student engagement and motivation. For these reasons, the College's teaching and learning approaches will be driven by a desire to maximise student engagement and learning effectiveness with the ultimate twin intentions of providing the student with a thorough education that academically prepares them for higher education study but one that also provides an excellent study (abroad) experience.

The pathway approach where students are recruited to study the College programme on the assumption that they are doing so to get access to degree programmes at one of its Higher Education Institution (HEI) partners places a responsibility on the Teachers and Programme Manager to employ a range of teaching and learning approaches that mirror those used by these partners. Such approaches, for example, may include problem/enquiry-based learning, individual/team project work, blended learning,

laboratory practical's, project work, skills workshops, participative large class meetings (i.e., classes with opportunities for discussion and activity), learning communities, peer mentoring groups, and presentations. The increasing range of technologies available to support learning will be effective if systematically integrated within a blended learning experience or used, perhaps, to free up time within lectures and classes to allow for a more communicative and participative approach for both Teachers and students. The College's chosen learning management system, Claned, will aid this approach through its ability to allow students to socialise online, to pre-read class material, to post-class question and digest material, and to do so in a manner that allows ease of access to Teacher input. This system also provides learning analytics that measures student engagement and learning effectiveness as students engage the programme content. See the following policies for more on the College's approaches regarding blended learning and learning analytics... UPOL014 UniHaven Blended Learning Policy and UPOL025 UniHaven Learning Analytics Policy.

As a general guide, the College expects that, in line with QQI requirements,

- Teachers will select appropriate methods of teaching and promoting student learning based on the specified MIMPLOs and MIMLOs and link these also with approaches to assessment. Programme and assessment documentation will outline the methods to be used in addressing the intended learning outcomes<sup>5</sup>.
- Teachers will provide timely formative feedback to students regularly and not just limited to formal assessment feedback<sup>6</sup>.
- Programme Board will review the teaching and learning methodologies, student impact and learning effectiveness to identify potential areas for development and, where necessary, development and resource requirements.
- Curriculum development and review will consider the student learning experience and identify how the different blend of teaching methods and technologies serves the overall programme aims and intended learning outcomes.
- The learning management system will be available to support the delivery and assessment of all modules and to all registered students. New and emerging

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<sup>5</sup> Policies and criteria for the validation of programmes of education and training (2017), section 17.2 and 17.9

<sup>6</sup> Policies and criteria for the validation of programmes of education and training (2017), section 17.9.e

technologies will be explored and suggestions from Teachers will be discussed at Programme Board.

- The selection of and use of premises and facilities is done in ways that maximise the creation of good quality learning spaces.
- The wider learning infrastructure that includes the library and IT facilities will be resourced appropriately to support teaching and learning aims.

The more specific guidance for staff as to the types of teaching, learning and assessment strategies and approaches in use at the College are outlined in UDOC012 UniHaven Teaching, Learning and Assessment Strategy Rev 0 which was developed as part of the programme validation stage and approved by QQI.

### Programme Board

Programme Board is responsible for the monitoring, review and improvement of teaching and learning at the College. Specifically, its aims include to:

- Develop and enhance this teaching and learning policy. It may recommend changes and improvements to exist policies and procedures related to teaching, learning and assessment.
- To improve teaching, learning and assessment in practice within the College. It evaluates staff CPD needs to include blended learning and assessment aspects...refer to UPOL010 UniHaven Staff Learning and Development Policy Rev 1.
- Monitor and review the curriculum, learning and teaching, student development and achievement, student engagement, assessment, and academic standards. Monitoring and evaluation of the quality of teaching, assessment and learning are achieved by the assessment of internal data from various sources such as annual module reviews, periodic programme reviews, student surveys, and reports on progression rates. Once approved, the Programme Board monitors the implementation of any improvements that are introduced and evaluates the success of any changes in anticipation of further development.
- Seek to enhance the quality of student learning opportunities. The highest quality and most effective teaching and learning experiences and approaches will be

captured at Programme Board. Such approaches and experiences will feed into the board's recommendations for teaching and learning enhancement that will subsequently be implemented either on a pilot or a full-time basis. These must include live examples of good-quality student learning experiences and not just those captured from a teacher's perspective.

### Student Expectations and Feedback

Students must be encouraged to be independent, autonomous learners as they prepare themselves for progression to degree programmes post programme completion at the College. While College staff will do their best to care for and academically progress students as much as possible, students need to take responsibility for their learning and their behaviour while learning at the College. Students are expected to behave as per the recommendations below to ensure that their learning journey is fruitful for them and respectful of fellow students, staff, and facilities.

- Be familiar with the programme and general information provided and check relevant notice boards, messaging, and e-mails regularly.
- Seek clarification for anything they do not understand.
- Participate in learning and social opportunities provided for them by the College.
- Work to the best of their abilities.
- Be aware of all programme requirements and observe them including withdrawal, deferral, and appeal procedures...see UPOL007 UniHaven Student Recruitment and Admissions Policy.
- Observe College rules and regulations on plagiarism, cheating, collusion, fabrication of data, breach of copyright...see UPOL015 UniHaven Assessment and Awards Policy Rev 2 and UPRO008 UniHaven Academic Misconduct Procedure Rev 1.
- Make themselves available for academic feedback when requested.
- Attend designated lectures, programme assessments, tutorials, seminars, or other timetabled activities associated with the programme in a punctual manner.
- Submit all written assignments, practicals, or other coursework within the specified time limits.

- Treat all staff, fellow students, and visitors with courtesy and respect regardless of gender, marital status, age, disability, race, religion, sexual orientation, family status, or membership of the Traveller Community.
- Respect College property, environment and facilities, its neighbours, accommodation providers and the local community.
- Take every precaution to ensure that they behave in a safe and considerate manner towards all staff and students.
- Adhere to all College regulations in the student handbook concerning drugs, alcohol, and smoking.

If students have any cause for concern, they should

- Provide information on any additional needs they may have in a timely fashion.
- Be proactive in seeking any support they may need.
- Be aware of the College's complaints and disciplinary procedures...see UPRO010 UniHaven Student Complaints and Disciplinary Procedure Rev 1.
- Use the complaints procedures fairly and appropriately.

Student feedback is vital to College staff understanding how students are navigating their way through the programme materials and assessments, formative and summative. To ensure that student feedback is gathered and valued to help with teaching and learning enhancement, feedback will be collected as follows:

- Student Representation
  - A Student Representative is a student chosen for each UniHaven programme stream (i.e., Business, Humanities, Health Sciences, Media etc.) to facilitate interaction between staff and students regarding programme-related matters and student-support-related matters. Essentially, the student representative is the point of contact for a particular programme or class/module on behalf of peer students.
  - The student representative will receive training to explain the role and responsibilities and will receive support from the Student Support Officer as to how best to fill this important student-voice role. Meetings will be held monthly to gain feedback on classes and the programme, student wellbeing and any issues students may be encountering.



- Student Surveys
  - Separate from the student representative forum, feedback will be sought from students through surveys that will be generated each semester and at the end of the programme as follows:
    - Engagement surveys: to find out more about the student experience at the College and to get an insight into student opinions on the broader study abroad College experience to include the programme, teaching facilities and technologies, student support services, social programme activities, and accommodation.
    - An overall experience survey will be conducted at the end of the programme to enable students to give feedback and recommendations based on College experience throughout the full academic year and to allow for any change in experience from the start of the programme through to its end.

### Learning Monitoring

Learning will be monitored to enable improved feedback to be given to students to help with their learning and to help the teachers to know if their style and way of teaching are effective or not in line with QQI requirements<sup>7</sup>. Methods used include

- Teaching survey: to get student feedback on teaching methods, modules and content, assessments, and homework, to include the blended learning aspects.
- Assessment data: to include formative and summative assessment grades to check students' academic progress throughout the modules and the programme.
- Retention data: to include deferrals, leaves of absence, withdrawals to monitor if and why students may temporarily or permanently leave the programme.
- Learning analytics: for online pre-work and post-class work distributed through the online learning management system. The system itself collects and reports data analytics around learning effectiveness through this medium and student engagement with each other, with their Teachers and with the content itself. A full description of the type of data collected and how it is used is provided in UPOL025 UniHaven Learning Analytics Policy Rev 1.

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<sup>7</sup> Policies and criteria for the validation of programmes of education and training (2017), section 17.9.d

- Student Attendance: To comply with Department of Justice (INIS) regulations, students from outside the European Economic Area (EEA) are required to attend a minimum of 85% of all classes. Attendance is recorded for every class and monitored regularly. Poor attendance is a serious issue and will be followed up immediately. If not addressed, it can lead to warnings up to and including dismissal from the programme and/or visa withdrawals. UPRO011 UniHaven Attendance Monitoring Procedure Rev 1 outlines the steps involved in this process and is available on the College website and in the student handbook.
- Progression data: to include what number/percentage of students who completed the programme successfully and the number/percentage of students who progressed to their selected degree programme as planned when they first enrolled with the College, i.e., access to the degree from the pathway they chose has been successfully achieved.

## 5. Procedures and Forms

Programme Board terms of reference are outlined in the UniHaven Quality Assurance Manual Rev 2, Chapter 2. The following policies and procedures complement this policy:

- UPOL007 UniHaven Student Recruitment and Admissions Policy Rev 2.
- UPOL014 UniHaven QQI Blended Learning Policy Rev 1.
- UPOL015 UniHaven Assessment and Awards Policy Rev 2.
- UPOL025 UniHaven Learning Analytics Policy Rev 1.
- UPRO008 UniHaven Academic Misconduct Procedure Rev 1.
- UPRO011 UniHaven Attendance Monitoring Procedure Rev 1.

## External Examining Policy

<i>Quality Assurance Manual (QAM) Chapter 7</i>	
<i>Document Name</i>	External Examining Policy
<i>Procedure Document Number</i>	UPOL016
<i>Version Reference</i>	Rev.1
<i>Document Owner</i>	Academic Director
<i>Roles with Aligned Responsibility</i>	Programme Manager
<i>Approved By</i>	Academic Council (AC)
<i>Approval Date</i>	2.3.2023
<i>Date Policy Becomes Active</i>	1.4.2023
<i>Revision Cycle</i>	Annually
<i>Revision History/Amalgamation History</i>	Revised for text errors post programme validation plus changed programme title to QQI title
<i>Additional Information</i>	N/A
<i>References/ Supporting Documentation</i>	UDOC000 UniHaven Quality Assurance Manual Rev 2 Statutory Quality Assurance Guidelines developed by QQI for use by all Providers (2016) Statutory Quality Assurance Guidelines developed by QQI for Independent/Private Providers coming to QQI on a Voluntary Basis (2016) QQI Quality Assuring Assessment - Guidelines for Providers, Revised 2013 National Framework of Qualifications <a href="https://www.qqi.ie/Articles/Pages/National-Framework-of-Qualifications-(NFQ).aspx">https://www.qqi.ie/Articles/Pages/National-Framework-of-Qualifications-(NFQ).aspx</a> QQI Awards Standards for Pre-Higher Education Foundation Awards for International Students (2015) QQI Effective Practice Guidelines for External Examining Revised February 2015 Quality Assuring Assessment Guidelines for Providers Revised 2013 (Version 2 - revised 2018) UPOL005 UniHaven Programme Review and Development Policy Rev 2 UPOL015 UniHaven Assessment and Awards Policy Rev 2

## 1. Policy Overview

This policy outlines how the external examining processes are governed and operated in practice on the UniHaven Level 5 Specific Purpose Certificate in International Foundation Studies Programme (“the programme”).

## 2. Policy Statement

External examiners play a vital role in the wider context of quality assurance. Whether they are reviewing the standard of examination papers or monitoring the academic standards achieved within subjects or programmes, they ensure fairness and provide guarantees to students and stakeholders that the College meets the relevant awards standards. The external examiner should be satisfied that the minimum intended programme learning outcomes accord with the relevant awards standards.<sup>1</sup> S/he should also be satisfied that the summative assessment of students is valid and reliable to determine whether the standards have been achieved by students and for classifying the qualifications under QQI requirements.

External Examiners approve exam questions and the marking of them. They confirm that the standard of assessments is consistent with that of QQI requirements for the programme and in line with other providers who offer a similar programme.<sup>2</sup> They are also members of the Exam Board. The Exam Board refers to the board of internal assessors and external examiners at which recommendations concerning a student’s assessment results, examination stage or award are approved.

External Examiners for the programme are appointed by the College under the Qualifications and Quality Assurance (Education and Training) Act 2012. External examiners act as independent guarantors of the examination process and are appointed by Academic Council (AC) for a three-year term and will work with the College under the oversight of the Academic Director. This is to ensure that the appointment is sufficiently long to allow the external examiner to assess trends and sufficiently short to provide diversity and

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<sup>1</sup> QQI Effective Practice Guidelines for External Examining Revised February 2015, section 1.4

<sup>2</sup> QQI Effective Practice Guidelines for External Examining Revised February 2015, section 1.4

maintain the required level of independence<sup>3</sup>. Upon approval by AC, the candidate is formally invited to become an External Examiner, is supplied with an External Examiners' Induction Pack, and is invited to an induction process where details of the programme are provided (e.g., module descriptors and assessment criteria). Examiners will be notified of the timing of External Examiner activities as well as the terms and conditions of appointment.

This policy complements UPOL015 UniHaven Assessment and Awards Policy Rev 2 where awards standard details are described. It also complements UPOL029 UniHaven Collaborations and External Appointments Policy Rev 1 where nomination and agreement forms can be found.

### 3. Roles and Responsibilities

The Academic Director is responsible for the appointment of External Examiners under the auspices of AC. The Programme Manager, Teachers, internal assessors, and external examiners together with members of the Exam Board and Appeals Board will implement this policy for the benefit of students who can be assured that their assessments are being marked and certification awarded in line with QQI requirements.

The Academic Director is responsible for ensuring that policies are developed and maintained, that they remain fit for purpose, that they remain in compliance with QQI guidelines, that they are updated as per agreed timetables, and that they are being implemented as intended. In the latter context, the Academic Director will inspect a sample of policies each year to check for the correct implementation and bring the findings to AC as part of the annual QA/QQI review and reporting process.

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<sup>3</sup> QQI Effective Practice Guidelines for External Examining Revised February 2015, section 1.6

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## 4. Policy

### Role of the External Examiner

The role of the external examiner is to provide independent confirmation of fair and consistent assessment of students and to ensure consistency of assessment results with national standards. Because the programme is designated as a Level 5 Specific Purpose Award<sup>4</sup>, the QQI external examining requirements for FET awards<sup>5</sup> will apply.

External examiners will:

- Confirm the fair and consistent assessment of students consistent with the College's procedures and with QQI policy on quality assuring assessment.
- Review internal verification report(s) and authenticate the findings/outcomes.
- Apply a sampling strategy to moderate assessment results consistent with QQI requirements<sup>6</sup>.
- Moderate assessment results under standards outlined in UPOL015 UniHaven Assessment and Awards Policy Rev 2.
- Visit the College and meet with the appropriate staff and students.
- Participate in the results approval process as per UPOL015 UniHaven Assessment and Awards Policy Rev 2.
- Identify any issues/irregularities concerning the assessment process.
- Recommend results for approval.
- Produce an external authentication report (see Appendix).

### Criteria for Appointing External Examiners

The following criteria are adopted by the Academic Council for consideration during the appointment of proposed External Examiners. External Examiners should<sup>7</sup>:

- Have experience in delivering programme assessments or work in the industry/field.
- Agree to undertake appropriate training and attend appropriate briefings.

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<sup>4</sup> QQI Awards Standards for Pre-Higher Education Foundation Awards for International Students (2015)

<sup>5</sup> Quality Assuring Assessment Guidelines for Providers Revised 2013 (Version 2 - revised 2018), section 4.3.1

<sup>6</sup> Quality Assuring Assessment Guidelines for Providers Revised 2013 (Version 2 - revised 2018), section 4.4

<sup>7</sup> Quality Assuring Assessment Guidelines for Providers Revised 2013 (Version 2 - revised 2018), section 4.3.2

- Have the qualities necessary to interact with learners, assessors and senior staff members i.e., communication skills.
- Have administrative and IT skills e.g., report writing, time-management skills.
- Undertake to operate within the code of practice and guidelines issued by QQI<sup>8</sup>.
- Be available to the College at appropriate times.
- Be independent of the College.

Also, External Examiners should:

- Have academic qualifications and/or professional expertise appropriate to the programme being examined (minimum of an Honours Bachelor's degree – NFQ Level 8).
- Have at least 3 years of relevant academic experience.
- Have a willingness to devote time to their role.
- Have a willingness to arbitrate on or adjudicate on problem cases.
- Have a willingness to respond quickly to requests for comments on exam papers and production of final reports within time deadlines.
- Be external to the College and must not be already a member of any of its other boards or committees.

#### External Examiner Induction

Upon appointment by the Academic Council, External Examiners will be invited to an induction process. Following the induction process, External Examiners should<sup>9</sup>:

- Know the College's policy on external examination, including the reporting requirements.
- Understand the mission of the College and its context (e.g., the Irish further and higher education system).
- Be able to distinguish how the minimum intended programme learning outcomes and actual learning outcomes attained by graduates compare and contrast with similar programmes with which they are already familiar and with programmes in

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<sup>8</sup> Quality Assuring Assessment Guidelines for Providers Revised 2013 (Version 2 - revised 2018), Appendix 11

<sup>9</sup> QQI Effective Practice Guidelines for External Examining Revised February 2015, section 3.2

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the same discipline for which suitable benchmarking data has been gathered by the College.

- Know the overall structure of the programme.
- Be able to evaluate and critique the programme assessment strategy.
- Understand how the minimum intended programme learning outcomes relate to the award standard, and how the award standard relates to the National Framework of Qualifications (and, if the examiner is from outside Ireland, how the NFQ relates to the other HE Qualifications Frameworks with which s/he may be familiar).
- Understand the programme assessment strategy and procedures, the grading system and how awards are classified.
- Understand the principles of learning-outcome-based criterion-referenced assessment.

#### Exam Board Meetings

At an agreed date after the examination period, the internal assessors and External Examiners will meet to discuss assessment grades at Exam Board under the chairmanship of the Academic Director. At least one External Examiner must be present. See UniHaven Quality Assurance Manual Rev 2, chapter 2, for Exam Board full terms of reference.

- The Exam Board will be responsible for endorsing each set of results and for deciding on recommendations concerning a module result or overall award.
- Examiners can expect a copy of each student's result to be made available for review on a table or broadsheet with other students' results for the same course. Examiners should see a student's aggregate result for each module (combined examination and continuous assessment score) and an overall result with information indicating whether the student has passed, at which grade, if any exemptions apply, has received a referred grade or has been recorded as absent/deferred. Each set of results will be arranged according to programme, module and subject.
- The Programme Manager or his/her nominee will lead the examiners in a review of each set of results in a timely and efficient manner. Examiners are free to raise queries during the meeting and get an opportunity to make any comments after the completion of each set of results.



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- At the end of each set of results throughout the meeting, an official broadsheet of results is circulated showing the results just approved. These should be signed by the chairperson and the secretary. These sheets are usually available on white paper.
  - The secretary will keep a record of any comments for later use.
  - The signed broadsheets are sent to QQI for approval.

### External Examiner Report

The external examiner issues a written report (UFORM027 UniHaven External Examiner Report Rev 1 in the Appendix) report that addresses the following<sup>10</sup> each time an individual or a cohort of students is assessed. External Examiner reports and related correspondence will be used extensively as part of the College's programme and module reviews...see UPOL005 UniHaven Programme Review and Development Policy Rev 2 where, if necessary, the College will make appropriate adjustments to the programme, a module or assessment method, or future examination paper as recommended in an External Examiner Report.

- The evidence considered — includes meetings and interviews with students and academic staff and others.
- The appropriateness of the College's minimum intended programme learning outcomes considering the external examiner's experience and having regard to the relevant awards standards and the NFQ.
- The External Examiner's perception of the actual attainment of students.
- The External Examiner's opinion of the quality of the programme (its teaching and learning environment and its processes) as distinct from the intended programme learning outcomes addressed previously, citing strengths and areas for improvement.
- The quality of the assessment instruments (strategy, examination papers, etc.) and grading rubrics/schemes etc.
- The fairness, consistency, and fitness for purpose (valid, reliable, authentic, robust) of assessment procedures.
- The reliability of the College's benchmarking of its assessment procedures.
- Appropriate national and international comparisons.

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<sup>10</sup> QQI Effective Practice Guidelines for External Examining Revised February 2015, section 4.2

- 
- Any substantial concerns (even if they have already been communicated verbally) so that these may be addressed and followed up by the College's quality assurance procedures.
  - Evidence concerning the extent to which teaching, learning and assessment arrangements have changed in response to the feedback provided by previous External Examiners' reports.
  - Progress on recommendations in recent external examiner and other relevant reports on the programme.

The External Examiner report is reviewed by the Programme Manager and Academic Director in conjunction with the relevant internal assessors. Any issues raised by the External Examiner are carefully considered and acted upon as appropriate. A summary of issues raised with good practice commended is presented to the Academic Council. This information also feeds into the programme development and review process via the Programme Board. A formal response to the External Examiner's report is prepared by the Programme Manager within four weeks of receipt of the final report and approved by the Academic Director.

#### External Examiners – Internal Assessor Conflict

It is not in the interests of the College, the External Examiner, or the internal assessor that conflicts arise and are not resolved<sup>11</sup>. With the best of intentions on the part of all parties, disagreements can occur, and conflicts identified by the Programme Manager that may exist between External Examiners and internal assessors will be resolved as per the below guidelines:

- The protection of the integrity of the College's assessment grading and awards standards in the interests of students is paramount and a resolution of the conflict will be dealt with in this context without compromising the rights of the people involved.
- Any conflict will be dealt with via Exam Board where the Academic Director, as Chair, will consider all views and decide that all parties are expected to comply with.

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<sup>11</sup> QQI Effective Practice Guidelines for External Examining Revised February 2015, section 2.2

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## 5. Procedures and Forms

The Appendix contains the following External Examiner Report. Procedures for nominating External examiners and the External Examiner Agreement signed by External Examiners as they agree to take up this role with the College are contained in UPRO009 UniHaven External Examiners and Members Selection Procedure Rev 1.

## Appendix

 UNIHAVEN The Gateway to Opportunity		UFORM027 External Examiner's Report Rev 1				
Date						
Programme Details	Programme Reference					
	Award Title:					
	Area Of Specialisation (ISCED CODE):	02.3.1				
	Main Modes of Delivery Offered:					
	Stage (1,2,3,4,..., or Award Stage):					
	Semester (if applicable indicate whether first or second):					
Classification Distribution and Trend		Current Year	Previous Year	Previous Year	Previous Year	Previous Year
	% H1/D					
	% H21/M1					
	% H22/M2					
	% P					
Completion Rate Data	Number who started the programme					
	Number who started the stage					
	Number who completed the stage (i.e. attempted final stage examinations)					
External Examiner Details	Name					
	Main Employment					
	Email address					
	Other contact details					
Please consult <i>Effective Practice Guideline for External Examining Revised 2015</i> and <i>Assessment and Standards Revised 2013</i> for more detailed information concerning expectations. If you require further guidance on completing the report please contact the Academic Director, via the following email address:						

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In presenting opinions under the following headings the external examiner should make national and international comparisons.

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*The text in red italics is explanatory material and may be deleted by the external examiner when completing the report.*

## 1 The Evidence Considered

*The purpose of this section is to indicate how well informed the external examiner is about the provider, the programme and its context. Summarise the documentary evidence considered (see Effective Practice Guideline for External Examining Revised 2015) and any visits, meetings and interviews with learners and academic staff and others.*

## 2 Minimum Intended Programme Learning Outcomes

*The purpose of this section is to comment on the educational objectives including their explicitness, appropriateness and consistency standards with the relevant awards standards and the National Framework of Qualifications. If there are gaps these should be identified. If the standard is too low this must be stated explicitly so that it can be addressed.*

## 3 Actual Attainment of Learners

*This section should present external examiner's informed perception of the actual attainment of learners (knowledge, skill and competence). This is the most important finding of the external examining process. This should be based on consideration of:*

- The provider's assessment instruments (e.g. assessment strategies, examination papers, marking schemes), procedures and findings*
- Representative samples of learner responses to assessment tasks (e.g. examination scripts, dissertations, etc.)*
- Interviews with learners*
- Benchmarking data prepared by the provider*
- Any other appropriate evidence*

*In presenting those perceptions the external examiner should make national and international comparisons. Opinions (e.g. satisfaction with the actual attainment) should be explained (e.g. by outlining the rationale and criteria).*

## 4 The Programme

*Often external examiners' experience of the programme might lead to suggestions about particular aspects of the programme. This might involve the curriculum or the approach to teaching and learning. This section should identify some notable strengths and areas for improvement. It is not intended that the external examiner would attempt to systematically review the programme.*

## 5 Assessment Procedures

*The external examiner plays a vital role in the ongoing quality assurance and enhancement of assessment. This section should address:*

- *The quality of the assessment instruments (programme and module strategies, examination papers, dissertation guidelines, etc.) and scoring rubrics/schemes etc.*
- *The fairness, consistency and fitness for purpose (valid, reliable, authentic, robust) of assessment procedures.*
- *The reliability of the provider's benchmarking of its assessment procedures.*

## 6 Trends

*Evidence concerning the extent to which teaching, learning and assessment arrangements have changed in response to the feedback provided by previous external examiner reports; and*

*Progress on recommendations in recent external examiner and other relevant reports on the programme.*

## 7 Conclusions and Recommendations

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External examiners' signature, date

## Self-Evaluation, Monitoring and Review Policy

<i>Quality Assurance Manual (QAM) Chapter 12</i>	
<i>Document Name</i>	Self-Evaluation, Monitoring and Review Policy
<i>Procedure Document Number</i>	UPOL030
<i>Version Reference</i>	Rev.1
<i>Document Owner</i>	Academic Director
<i>Roles with Aligned Responsibility</i>	All staff
<i>Approved By</i>	Academic Council (AC)
<i>Approval Date</i>	2.3.2023
<i>Date Policy Becomes Active</i>	1.4.2023
<i>Revision Cycle</i>	Annually
<i>Revision History/Amalgamation History</i>	Revised for text errors post programme validation
<i>Additional Information</i>	N/A
<i>References/ Supporting Documentation</i>	<p>UDOC000 UniHaven Quality Assurance Manual Rev 2</p> <p>Statutory Quality Assurance Guidelines developed by QQI for use by all Providers (2016)</p> <p>Statutory Quality Assurance Guidelines developed by QQI for Independent/Private Providers coming to QQI on a Voluntary Basis (2016)</p> <p>QQI Policy for Cyclical Review of Higher Education Institutions (2016)</p> <p>QQI Policies and Criteria for Validation of Programmes of Education and Training (2017)</p> <p>UPOL005 UniHaven Programme Review and Development Policy Rev 2</p> <p>UPOL017 UniHaven Student Support Policy Rev 2</p> <p>UPOL025 UniHaven Learning Analytics Policy Rev 1</p> <p>UPOL026 UniHaven Communications Policy Rev 1</p> <p>UPOL027 UniHaven Agent Policy Rev 1</p> <p>UPOL029 UniHaven Collaborations and External Appointments Policy Rev 1</p>

## 1. Policy Overview

This policy is designed to outline how self-evaluation, monitoring, and review of the UniHaven International Foundation Pathway Programme (“the programme”) is undertaken and is a key element of the College’s overall quality assurance (QA) system.

## 2. Policy Statement

The purpose of internal review, self-evaluation and monitoring is to provide the adequate internal mechanisms necessary for ensuring the quality of provision and the maintenance of the highest academic standards at the College. This self-evaluation, monitoring and review policy forms an important part of the College quality assurance system that will inform the ongoing cycle of continuous improvement. Internal reviews, self-evaluation and monitoring policy and procedures are formal processes that are carried out at regular intervals and are used as inputs into future external reviews.

The College has primary responsibility for the quality of the provision of the programme, the implementation and evaluation of QA procedures and their ongoing enhancement. This is supported via routine monitoring by QQI. Routine monitoring is designed to assist the College in demonstrating the effective implementation of its QA procedures, supporting public confidence. Monitoring in this context in line with QQI requirements<sup>1</sup> includes:

- Provider-owned internal review, self-evaluation, and monitoring.
- Internal self-monitoring.
- Self-evaluation, improvement, and enhancement.
- Provider-owned quality assurance engages with external quality assurance. Annual evaluation of the College’s governance and quality assurance infrastructure is completed through the production of an Annual Quality Report (AQR)<sup>2</sup>.

This is in line with the QQI quality framework below<sup>3</sup>.

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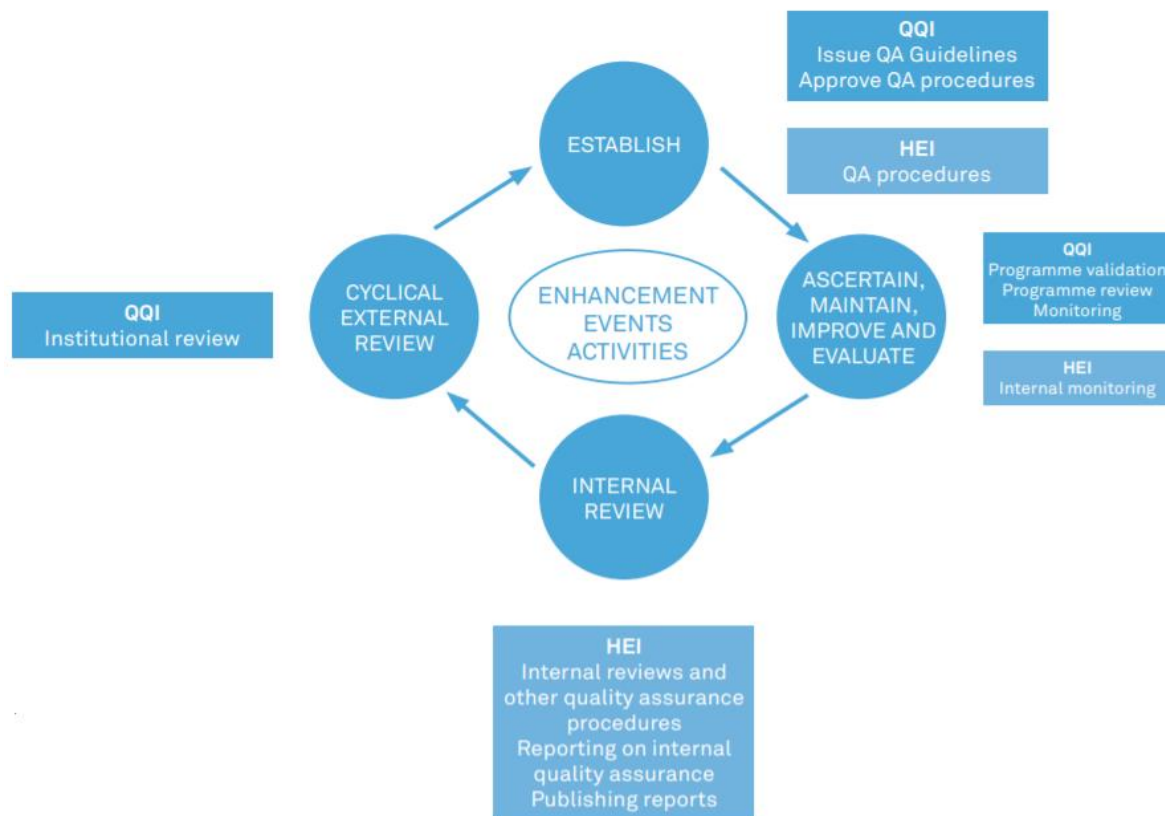
<sup>1</sup> Statutory Quality Assurance Guidelines developed by QQI for use by all Providers (2016), section 11

<sup>2</sup> <https://www.qqi.ie/Articles/Pages/Annual-Institutional-Quality-Report.aspx>

<sup>3</sup> Policy for Cyclical Review of Higher Education Institutions (2016)



Figure 2: Quality framework for voluntary providers



(Source: *Policy for Cyclical Review of Higher Education Institutions*, QQI, 2016, p.4)

### 3. Roles and Responsibilities

It will be the responsibility of the Programme Manager to ensure that the programme is being sufficiently monitored, evaluated, and reviewed in ways that inform ongoing programme development and at frequencies that assure the College itself, QQI, stakeholders and students that a continuous improvement ethos is at the centre of the College's approach to QA. The Academic Director is responsible for ensuring that policies are developed and maintained, that they remain fit for purpose, that they remain in compliance with QQI guidelines, that they are updated as per agreed timetables, and that they are being implemented as intended. In the latter context, the Academic Director will inspect a sample of policies each year to check for the correct implementation and bring the findings to AC as part of the annual QA/QQI review and reporting process.

It is the responsibility of the Recruitment and Admissions Officer in conjunction with the Chief Revenue Officer to perform annual reviews of agent arrangements including auditing their use of College information and how they offer our products generally to applicants and their families. See also UPOL027 UniHaven Agent Policy Rev 1.

#### 4. Policy

The College has established quality assurance procedures, systems, and processes for obtaining feedback from internal and external sources to further improve and maintain the quality of education that we provide. This policy outlines four types of monitoring and reviews mechanisms, namely:

- Programme Monitoring and Review.
- Student Reviews.
- Auditing Processes.
- External Collaborator Monitoring and Review.

##### Programme Monitoring and Review

Programme monitoring and review were undertaken as per QQI requirements<sup>4</sup> and as described in UPOL005 UniHaven Programme Review and Development Policy Rev 2 and is taken as an opportunity to:

- Ensure that the programme remains appropriate, and create a supportive and effective learning environment.
- Ensure that the programme achieves the objectives set for it and responds to the needs of learners and the changing needs of society.
- Review the learner workload.
- Review learner progression and completion rates.
- Review the effectiveness of procedures for the assessment of learners.
- Inform updates of the programme content to include delivery modes, teaching and learning methods, blended learning approaches, learning supports and resources, and information provided to learners.
- Update stakeholders relevant to the programme.

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<sup>4</sup> Policy for Cyclical Review of Higher Education Institutions (2016)

- Review quality assurance arrangements that are specific to the programme.

Regular programme monitoring provides information for periodic programme review. The information collected is analysed and the programme is adapted to ensure it is up to date. Revised programme specifications are published as per UPOL026 UniHaven Communications Policy Rev 1.

Data and feedback are collected through the following mechanisms:

- External examiner reports at Exam Board...see Quality Assurance Manual Rev 2, chapter 2 for full terms of reference.
- Academic staff feedback via normal staff management and through staff representation at the various College boards and committees...see Quality Assurance Manual Rev 2, chapter 2.
- Student teaching surveys...see UPOL017 UniHaven Student Support Policy Rev 2.
- Student Representative meetings...see UPOL017 UniHaven Student Support Policy Rev 2.
- Alumni surveys...see UPOL017 UniHaven Student Support Policy Rev 2.
- Admissions data... UPOL025 UniHaven Learning Analytics Policy Rev 1.
- Assessment trends and analysis...see UPOL025 UniHaven Learning Analytics Policy Rev 1.
- Student progression to HEI partner programmes... see UPOL025 UniHaven Learning Analytics Policy Rev 1.

Delivery and effectiveness of programmes are monitored in the first instance through Programme Board, which take place 2 times per semester and are chaired by the Programme Manager as outlined in UPOL005 UniHaven Programme Development Policy Rev 2. Academic Council (AC) takes recommendations from Programme Board meetings as part of its overall oversight of programme delivery to ensure consistency of approach in teaching, learning and assessment. Formal reports are collated and submitted annually to AC as follows:

- Programme (including modules, blended learning, facilities, premises etc.) review and

validation.

- Admissions.
- Exams and assessments.
- Teaching and learning.
- Retention, progression, and completion data.
- Academic appointments.

This data feeds into formal Programme Review through QQI and ultimately feeds into the AQR. The College is committed to annual reporting of quality assurance activities to QQI as an independent provider.

#### Permitted Changes and Updates to QQI Accredited Programmes

As per QQI requirements, there are limits as to what may be changed before a modified programme must be submitted to QQI for validation as a new programme<sup>5</sup>. An extensive (i.e., very substantial) change to a programme is one that effectively results in a new programme that must be validated as such. Examples of extensive change would be:

- Undermining anything essential to support the original validation decision.
- Elimination of any core intended programme learning outcomes.
- A change in the pre-requisite learning requirements for a given programme.

Changes that cannot be made to QQI validated programmes within validation include, but are not limited, to:

- Entry requirements.
- Programme learning outcomes.
- Programme title.
- NFQ level.
- The Award.
- FET credits.

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<sup>5</sup> QQI Policies and Criteria for Validation of Programmes of Education and Training (2017), section 8

## QA Review

AC meets at least four times a year to review policies, programmes, and updates to QA policies and procedures as outlined in UniHaven Quality Assurance Manual Rev 2, chapter 2. Significant changes to QA policies and procedures are referred to QQI. The College will publish QA evaluation reports on its website as per UPOL026 UniHaven Communications Policy Rev 1, to include:

- QQI Re-Engagement Report.
- Programme Review Reports.
- On-going Internal Reviews.
- Annual Quality Reports.

The College is committed to annual reporting of quality assurance activities to QQI as an independent provider.

## Student Review

An annual review of student services and associated activities will be completed by the Student Support Officer in conjunction with the Programme Manager to include

- Programme progression data regarding the degree to which students are progressing to their chosen HEI degree programme (the Programme Manager will deal with in-programme progression) ...see UPOL025 UniHaven Learning Analytics Policy Rev 1.
- Student registration status, attendance, deferrals, and withdrawals data to identify any issues that lead to student absence from the programme for significant intervals or permanently...see UPOL025 UniHaven Learning Analytics Policy Rev 1.
- Activity engagement data...using student surveys to uncover their satisfaction with student support activities...see UPOL017 UniHaven Student Support Policy Rev 2.
- Students' satisfaction data...from student satisfaction surveys to uncover how well they believe they have been cared for while studying in the College with an emphasis on the non-academic supports provided...see UPOL017 UniHaven Student Support Policy Rev 2.

Student Review Reports are drafted and sent to AC for review and action as part of the annual programme review process.

### QA Auditing Processes

The Academic Director is responsible for ensuring that policies are developed and maintained, that they remain fit for purpose, that they remain in compliance with QQI guidelines, that they are updated as per agreed timetables, and that they are being implemented as intended. In the latter context, the Academic Director will inspect a sample of policies each year to check for the correct implementation and bring the findings to AC as part of the annual QA/QQI review and reporting process.

### External Collaborator Monitoring and Review

Annual monitoring and review of all collaborative arrangements will be undertaken as part of the annual review cycle that leads to the production of the Annual Quality Report for QQI. This will include HEI partner reviews as outlined in the Quality Assurance Manual Rev 2, chapter 12, section 12.3.5.

## 5. Procedures and Forms

The following policies contain procedures and forms that relate to the implementation of this policy:

- UPOL005 UniHaven Programme Review and Development Policy Rev 2.
- UPOL017 UniHaven Student Support Policy Rev 2.
- UPOL025 UniHaven Learning Analytics Policy Rev 1.
- UPOL026 UniHaven Communications Policy Rev 1.
- UPOL027 UniHaven Agent Policy Rev 1.
- UPOL029 UniHaven Collaborations and External Appointments Policy Rev 1.

## External Examiners, Chairs and Members Selection Procedure

<i>Quality Assurance Manual (QAM) Chapter 7</i>	
<i>Document Name</i>	External Examiners, Chairs and Members Selection Procedure
<i>Procedure Document Number</i>	UPRO009
<i>Version Reference</i>	Rev.0
<i>Document Owner</i>	Academic Director
<i>Roles with Aligned Responsibility</i>	Programme Manager, Quality Officer, Teachers
<i>Approved By</i>	Academic Council (AC)
<i>Approval Date</i>	2.3.2023
<i>Date Procedure Becomes Active</i>	1.4.2023
<i>Revision Cycle</i>	Annually
<i>Revision History/Amalgamation History</i>	Revised for text errors post programme validation
<i>Additional Information</i>	N/A
<i>References/ Supporting Documentation</i>	UDOC000 UniHaven Quality Assurance Manual Rev 2 UPOL029 Collaborations and External Appointments Policy Rev 1

## 1. Purpose

This procedure addresses the processes involved in selecting and appointing external individuals to the roles of External Examiners as well as members/chairs of any College board or committee.

## 2. Roles and Responsibilities

This procedure aims to guide the Academic Director in how best to select and appoint external individuals into the roles described in this procedure.

## 3. Documentation

UPOL016 UniHaven QQI External Examining Policy Rev 1 outlines the guidelines for selecting and appointing External Examiners. The UFORM021 UniHaven External Examiner/Member Nomination Form Rev 1 and the External Examiner/Member Agreement Rev 1 should be used in conjunction with this procedure, and both are attached in the Appendix.

## 4. Procedure

Selection Criteria to Justify Nomination

External Examiners and Members must have:

- Academic qualifications and/or professional expertise appropriate to the programme being examined and/or the role they have been nominated to hold.
- At least 3 years of relevant industrial, commercial, or academic experience.
- A willingness to devote time to their role.
- A willingness to arbitrate on or adjudicate on problem cases.
- A willingness to respond quickly to requests for comments and input within time deadlines.



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The following criteria are adopted by AC for consideration during the appointment of proposed External Examiners. External Examiners should<sup>1</sup>:

- Have experience in delivering programme assessment or work in the industry/field.
- Agree to undertake appropriate training and attend appropriate briefings.
- Have the qualities necessary to interact with students, internal assessors, and senior staff members i.e., have good communication skills.
- Have administrative and IT skills e.g., report writing, time-management skills.
- Undertake to operate within the code of practice and guidelines issued by QQI<sup>2</sup>.
- Be available to the College at appropriate times.
- Be independent of the College.

Also, External Examiners should:

- Have academic qualifications and/or professional expertise appropriate to the programme being examined (minimum of an Honours Bachelor's degree – NFQ Level 8).
- Have at least 3 years of relevant examining experience.
- Have a willingness to devote time to their role.
- Have a willingness to arbitrate on or adjudicate on problem cases.
- Have a willingness to respond quickly to requests for comments on exam papers and production of final reports within time deadlines.
- Be external to the College and must not be already a member of any of its other boards or committees.

### Nomination and Approval

Any staff member can complete the External Examiner/Member Nomination Form (see Appendix) by stating how a nominee meets the selection criteria above. Nominee credentials are then assessed at AC and the Academic Director either sign on behalf of the Academic Council to approve nominees to select roles or denies the nomination.

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<sup>1</sup> Quality Assuring Assessment Guidelines for Providers Revised 2013 (Version 2 - revised 2018), section 4.3.2

<sup>2</sup> Quality Assuring Assessment Guidelines for Providers Revised 2013 (Version 2 - revised 2018), Appendix 11

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## External Examiners Induction

On approval of an External Examiner and before induction the following material will be supplied:

- The mission of the college and its context.
- The overall structure of the programme.
- Any professional requirements, recognition and consequence of that recognition in the context of educational requirements for entry into the profession, and how the programme prepares learners for entry into the relevant profession.
- Programme Title.
- Invitation to Induction.
- External Examiner/Member Agreement (see Appendix).
- Name and contact details of all relevant staff.
- Contract and dates of the relevant Board, Committee, and Council meetings.
- Programme Outline.
- Programme Schedule.
- Assessment Schedule/Student Handbook.
- UPOL015 UniHaven Assessment and Awards Policy Rev 2 to include programme structure, grading scheme, award calculation and classifications.
- Effective Practice Guidelines for External Examining QQI Revised Feb 2015.
- Past External Examiner Reports, including trends in assessment outcomes, retention data etc.
- Other programme-based reports as required (e.g., Annual Reports, response to External Examiners etc.)
- How feedback will be given - i.e., report, forms etc. Such templates will be agreed upon with External Examiners before the request for such information.

The External Examiner will agree with the Programme Manager what material is to be pre-approved to include some or all:

- A minimum of all exam papers.
- Continuous assessment usually is worth at least 30% of a module at the award stage.
- A schedule of times for receipt of material, feedback forms and deadlines for feedback.

#### External Member Induction

On approval of an External Member and before induction the following material will be supplied:

- The mission of the college and its context.
- The overall structure of the programme.
- Any professional requirements, recognition, and consequence of that recognition in the context of educational requirements for entry into the profession, and how the programme prepares learners for entry into the relevant profession.
- Programme Title.
- Invitation to Induction.
- External Examiner/Member Agreement including confirmation of an absence of conflicts of interest (see Appendix).
- Name and contact details of all relevant staff.
- Contract and dates of the relevant Board, Committee, and Council meetings.

## 5. Quality Control

The Academic Director is responsible for ensuring that policies are developed and maintained, that they remain fit for purpose, that they remain in compliance with QQI guidelines, that they are updated as per agreed timetables, and that they are being implemented as intended. In the latter context, the Academic Director will inspect a sample of policies each year to check for the correct implementation and bring the findings to AC as part of the annual QA/QQI review and reporting process.

## APPENDIX

### UFORM021 UniHaven External Examiner or Member Nomination Form Rev 1

Name of Nominee:	
Academic Qualifications:	
Professional expertise:	
Areas of specialisation:	
Place of work / Address:	
Telephone:	
Email:	
Summary of relevant experience:	
Academic Year and Programme(s), subject(s) to be examined:	
Other information:	
Has the nominee agreed to act as proposed?	Yes ____ No ____
Proposal made by:	Name: Title:
Signed:	Date:
Academic Director Approval of Nominee on Behalf of UniHaven AC for 3 years.	Name:
Signed:	Date:



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## UDOC010 External Examiner/Member Agreement Rev 1

I, \_\_\_\_\_ (PRINT NAME), agree to be bound by UniHaven's agreement terms as outlined below.

Start Date of Agreement: \_\_\_\_\_

I declare that

- I have expertise and experience in relevance to the role I will now hold with the College and as provided to the College as part of my nomination process.
- I comply with all relevant requirements laid down by relevant professional or statutory bodies.
- I am not engaged in any reciprocal external examining relationship between the College and my department.
- I have not had close involvement with the college during the last three years as, for example, a member of staff, a member of the AC or as a student.
- I have no conflict of interest in taking up this role or, where there is a potential for conflict of interest, I have declared as much.
- I am aware that my term of appointment will be a maximum of three years starting on the start date listed in this agreement and that my re-appointment would be considered by the College in exceptional cases only.
- If I must withdraw my services during the three years of appointment due to professional or personal reasons, I accept that the College will identify and appoint a suitable replacement in a timely manner.
- As relevant to External Examiners, I do not hold more than two concurrent substantive external examinations, including the one at the College, nor will I do so without the prior agreement of the College.

### Signatures

\_\_\_\_\_  
External Examiner/Member

Date

\_\_\_\_\_  
Academic Director on behalf of UniHaven Academic Council

Date: