

## **Service Level Agreement (incorporating a contract for services) between the Higher Education Funding Council for Wales (HEFCW) and Higher Education Wales (HEW) and the Quality Assurance Agency for Higher Education (QAA)**

### **1 Introduction**

- 1.1 Under the terms of Section 70 of the Further and Higher Education Act 1992, HEFCW is required to secure that provision is made for assessing the quality of education provided in institutions for whose activities it provides, or is considering providing, financial support. HEFCW has established a Student Experience, Teaching and Quality Committee, with the function of giving advice to HEFCW on the discharge of that duty.
- 1.2 HEW was established in 1996 to represent the higher education sector in Wales. HEW is the national council in Wales of Universities UK. Its membership encompasses all the heads of the universities and higher education institutions (HEIs) in Wales.
- 1.3 The QAA was established in 1997 to provide an integrated quality assurance service for UK higher education. It is an independent body funded by subscriptions from universities and colleges of higher education, and through contracts with the main higher education funding bodies. Its mission is to safeguard the public interest in sound standards of higher education qualifications, and to inform and encourage continuous improvement in the management of the quality of higher education.
- 1.4 A Service Level Agreement has been operated between the QAA, HEFCW and HEW since August 2006.
- 1.5 HEFCW's Student Experience, Teaching and Quality Committee has advised HEFCW that it is appropriate to enter into the arrangements set out in this Service Level Agreement in order to assist in assessing the quality of education provided at HEIs in Wales.

### **2 Purpose**

- 2.1 This SLA describes the services which the QAA will provide. These services will:
  - (a) ensure that HEFCW fulfils its statutory obligation under the terms of the Further and Higher Education Act 1992, to secure that provision is made for assessing the quality of education provided in institutions for whose activities it provides, or is considering providing, financial support;
  - (b) enable HEW to engage directly with the QAA on behalf of HEI's within Wales which are subscribers to QAA;
  - (c) support, as appropriate, HEFCW and HEW policies to promote quality assurance and enhancement.

### **3 Term**

- 3.1 HEFCW and HEW hereby agree to contract with the QAA for the services specified in paras 5 and 6 of this SLA for the period 1 August 2009 until 31 July 2015, unless the arrangement is terminated before then, in accordance with the terms of this SLA. This SLA will operate throughout the period of the contract.
- 3.2 Details of the specific services and financial arrangements will be reviewed (and, as appropriate and agreed, revised) during each academic year. These will be recorded in writing and will only bind the parties once their authorised representatives have signed them.
- 3.3 Notwithstanding the date(s) of execution of this SLA, the date of commencement of this SLA shall be 1 August 2009.
- 3.4 For the purposes of this SLA, an 'academic year' shall mean the period commencing 1 August in any calendar year and ending 31 July in the following calendar year.

### **4 Principles of the relationship between HEFCW, HEW and the QAA**

- 4.1 To ensure the effective operation of this SLA, HEFCW, HEW and the QAA commit to working together to:
- identify and pursue activities of mutual interest, where their joint involvement would produce greater benefits for higher education in Wales;
  - ensure that the respective expertise of the organisations is mutually recognised and used in partnership whenever appropriate;
  - share expertise in the development and support of enhancement, and continuous improvement in the management, of the quality of higher education;
  - take each other's interests into account, where appropriate, in policy and procedural development;
  - avoid duplication of effort, including with other agencies operating within Wales (eg the Higher Education Academy);
  - provide a basis for the negotiation of policy arrangements to support the QAA's quality assurance activities applicable to Wales.
- 4.2 Details of monitoring arrangements at the date of execution of this SLA in respect of these undertakings are provided in **Schedule 1**. These will remain in place for the duration of the SLA unless varied by agreement between the parties.

### **5 Services**

- 5.1 Under this SLA, the QAA undertakes to:
- *General Services*
    - i. work with HEFCW, HEW and the HE sector on quality assurance issues relating specifically to Wales;
    - ii. undertake regular visits (at least annually) to each HE institution in Wales;

- iii. develop appropriate arrangements for liaising with FE institutions with a directly funded HE portfolio;
  - iv. attend, wherever possible, meetings of relevant committees liaise with other relevant bodies where appropriate, including the Welsh Assembly Government, Estyn, the Higher Education Academy and NUS Wales;
  - v. work with HEFCW, HEW and the HE sector in relation to the CQFW;
  - vi. work with public, statutory and regulatory bodies to minimise the duplication of quality assurance mechanisms to which HE is subject;
  - vii. assist with enquiries from the HE sector and from others in Wales, informing HEFCW and HEW as appropriate;
  - viii. report to HEFCW and HEW in accordance with the monitoring procedures specified in **Schedule 1**;
  - ix. ensure that QAA policies, practices, publications and reports take account of the full range of related activities, issues and policies in Wales;
  - x. provide a member of staff to act as the QAA Officer for Wales, who will be available for general enquiries relating to Wales and work with other QAA colleagues as appropriate, to achieve the requirements of this SLA. The availability of the Officer for Wales will be included within QAA publications that provide general contact details;
  - xi. meet the requirements of its own, HEIs' and the HEFCW Welsh Language Schemes, including ensuring that it maintains an appropriate organisational capacity in the Welsh language;
  - xii. have an appropriate equal opportunities policy, work to develop a single equality statement, and take account of the requirements of the HEFCW Equality Scheme, seeking opportunities to promote equality in line with the requirements placed on the UK funding councils.
- *Institutional Review Process: Wales (IR)*
    - i. conduct IRs in accordance with the arrangements set out in the QAA's Handbook for Institutional Review: Wales<sup>1</sup> and amendments subsequently agreed between the QAA, HEFCW, and HEW, according to a timetable planned and agreed in advance with individual institutions and, as appropriate, with HEFCW;
    - ii. include at least one member in each team of institutional reviewers with knowledge and/or expertise in the higher education sector in Wales;
    - iii. provide at least one Welsh-speaking reviewer on a team if requested by the institution;
    - iv. undertake mid process reviews as detailed in the IR handbook;
    - v. further develop and implement appropriate arrangements for the assessment of directly funded HE provision in FE institutions in Wales, where this provision is not covered by the IR arrangements;
    - vi. implement activities to support the IR, with HEFCW, HEW, HEIs in Wales, and other organisations as appropriate, including:

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<sup>1</sup> Available on the QAA website

- a) training for QAA reviewers on the requirements and specifications of the Institutional Review process for Wales, including the role of the University of Wales, where appropriate
  - b) specific support to institutions preparing for institutional visits, as detailed in the IR handbook;
  - vii. implement changes to the IR in line with the protocols described in the handbook;
  - viii. review collaborative provision separately where it is too large or complex to be scrutinised reliably within the scope of the IR, as defined in the handbook;
  - ix. operate procedures to follow up on the IR outcome, as identified in the IR handbook;
  - x. report the outcomes of each IR to the institution concerned, HEFCW and HEW liaison officers detailed in **Schedule 1**, and publish the final version of outcomes reports;
  - xi. provide the HEFCW and HEW liaison officers, in confidence, with copies of letters from the QAA to the HEI regarding the draft and final IR outcomes, and the conclusions of the mid process, and follow-up of, reviews;
  - xii. operate causes for concern procedures for Wales.
- *Student engagement*
    - i. include a student reviewer as a full member of review teams;
    - ii. work with others to provide clearer information on quality and standards for students;
    - iii. work with higher education institutions to develop the role of students in institutional quality management;
    - iv. consider and implement arrangements to support and further student engagement in quality processes, in collaboration with HEFCW, HEW and NUS Wales.
  - *Quality enhancement*
    - i. work with HEFCW, HEW, the HE Academy and the HE sector on quality enhancement issues relating specifically to Wales;
    - ii. evaluate the IR arrangements on an ongoing formative basis and report findings to HEFCW and HEW annually and as a summative report at the end of the period of the SLA;
    - iii. take account of the development of the quality enhancement arrangements for higher education in Wales, once developed.

## 6 Additional provisions

- 6.1 An annual programme of services will be agreed by officers representing HEFCW, HEW and the QAA to support this agreement. This will be agreed at or before the start of the Academic Year to which it relates. This may be amended by mutual consent in the course of the academic year to take account of unforeseen eventualities and developments. The programme of services

agreed for 1 August 2009 until 31 July 2010 is attached at **Schedule 2**.

- 6.2 In providing services the QAA will operate in accordance with its Board's Code of Practice, as published on the QAA web site.
- 6.3 HEFCW and HEW may request the QAA to carry out additional work outwith the terms of the contract on the basis of additional funding. The scope, costing and timetable of such work will be agreed at that time and recorded.

## **7 Finance**

- 7.1 HEFCW, HEW and the QAA shall agree on a costing for each academic year's activities as early as practicable. This will include the provision of a draft budget for the coming academic year by the QAA by February of each year. The QAA will inform HEFCW and HEW as early as practicable of any contingencies (such as unexpected changes in the volume of activities) which are likely to have a bearing on the costs of activities. The QAA will supply HEFCW and HEW with its proposed annual operating plan for the coming academic year, including final proposed costings, by 30 June each year. Following discussion of this plan, HEFCW, HEW and the QAA will agree the relevant QAA objectives, performance measures, budget and payment profile for the next academic year by no later than 31 July each year.
- 7.2 The budget and final costings presented by the QAA under para 7.1 shall show the projected actual cost to the QAA of performing this SLA in the relevant Academic Year, and shall be supported by any evidence which HEFCW or HEW may reasonably require in order to verify them.
- 7.3 HEFCW and HEW agree to make payments for the services and QAA's activities under this SLA. HEFCW accepts several liability for the payments due for services to be delivered under this contract. The liability of HEW members will also be several.
- 7.4 HEW's payment is to be funded by institutional subscriptions from HEW members invoiced directly to those institutions. HEFCW shall not be obliged to fund any activities unless they, their funding and all conditions relating to them have been finally agreed in accordance with Para 6.1, 7.1 and 7.6.
- 7.5 Any change in institutional subscriptions payable by HEW members will be determined through UK-wide discussions at the QAA Sounding Board.
- 7.6 The annual programme of services (para 6.1) will be updated and agreed by the liaison officers for this agreement on a rolling basis by 31 July each year through the arrangements set out in Schedule 1. This will be done within the timescales set out in para 7.1.
- 7.7 The QAA shall use the funds provided to it by HEFCW and HEW subscribers under this agreement for the purposes for which they are provided and shall notify HEFCW and HEW promptly of any serious weaknesses, significant frauds or major accounting breakdowns which arise within QAA, or any other matter which may mean that HEFCW's ability to perform its statutory duty in relation to quality assessment is jeopardised. The QAA will keep HEFCW and HEW informed of the financial outcome of this Agreement through the provision

of a final report in October of each academic year, breaking down expenditure for the previous academic year against the components set out below and in any Addendum subsequently agreed.

- 7.8 The QAA shall provide HEFCW (or HEFCE acting on its behalf) with access to such of QAA's information, records, personnel and assets as HEFCW feels it needs in order to monitor the internal controls set up by QAA and specifically, to discharge HEFCW's functions in respect of public funds. Normally this monitoring shall be undertaken on behalf of HEFCW by HEFCE and the QAA will supply HEFCW with copies of any reports produced by HEFCE assurance services.
- 7.9 The books and records of the QAA relating to the discharge of its responsibilities to the HEFCW under this agreement shall be open to inspection by the Auditor General for Wales, as and when he requires, in order to discharge his statutory duties as auditor of the HEFCW.

## **8 Contingencies**

- 8.1 If any unforeseen contingencies arise which preclude or make difficult the performance of the obligations of any of the parties, HEFCW, HEW and the QAA will each use their reasonable endeavours to continue the performance of their obligations under this SLA with a view to appropriately performing those elements which together they deem to be the key elements of this SLA, adjusting existing commitments as appropriate.
- 8.2 If the programme of services (para 6.1) and/or objectives, performance measures, budget and payment profile (para 7.1) have not been agreed in respect of any Academic year, before the start of that Academic Year, then the parties may nevertheless agree interim working arrangements for performing this contract before these matters are formally agreed. In such circumstances, the parties shall, before authorising the working arrangements to commence, ensure that the precise scope, timescale and funding arrangements of the work to be done are recorded. The terms and conditions of this SLA shall apply to such work.

## **9 Termination and Withdrawal**

- 9.1 HEFCW or HEW shall be entitled to terminate this SLA forthwith by written notice to the QAA (copied to the other party) if the QAA commits an irremediable material breach of any of the provisions of this SLA and, in the case of a material breach capable of remedy, fails to remedy the same within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied.
- 9.2 The QAA shall be entitled to terminate this SLA forthwith by written notice to HEFCW or HEW (copied to the other party) if either of them commits an irremediable material breach of any of the provisions of this SLA and, in the case of a material breach capable of remedy, fails to remedy the same within

30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied.

- 9.3 In addition, in the event that there are failures in performance by the QAA of its obligations under this SLA, which are not separately material breaches, but which, in combination, result in HEFCW and/or HEW reasonably taking the view that it has lost confidence in the QAA, HEFCW and/or HEW shall discuss its concerns with the QAA. HEFCW and/or HEW and the QAA shall then, in good faith and using all reasonable endeavours, attempt to resolve those concerns. If the concerns are not resolved to HEFCW's and/or HEW's reasonable satisfaction, HEFCW and/or HEW shall be entitled to terminate this SLA upon giving the QAA at least three months' written notice to that effect.
- 9.4 The rights to terminate this SLA shall be without prejudice to any other right or remedy of any party in respect of the breach concerned or any other breach.
- 9.5 HEFCW may terminate this SLA with immediate effect at any time after the QAA ceases operating or is dissolved or wound up or becomes insolvent.

## **10 Assignment/Sub-contracting**

- 10.1 The QAA may not at any time sub-contract all or any part of its rights or obligations under this SLA without prior written consent of HEFCW and HEW. Consent shall not be unreasonably withheld.
- 10.2 This SLA is personal to the QAA and it may not be assigned by it.

## **11 Notices**

- 11.1 Any notice to be given by any of the parties under this SLA may be sent by post to the addresses set out below or to another address notified by the addressee for the purposes of this section or electronically.
- 11.2 Unless proved to the contrary, communications sent by post shall be deemed to have been received 48 hours after posting and for providing service by post it shall be necessary to prove only that the communication was contained in an envelope which was duly addressed and posted in accordance with this clause.
- 11.3 Unless proved to the contrary, communications sent electronically shall be deemed to have been received upon transmission, subject to provision of an electronic receipt.

## **12 Remedies and waiver**

- 12.1 No delay or omission on the part of either party in exercising any right, power or remedy provided by law or under the SLA shall impair such right, power or remedy or operate as a waiver of it.
- 12.2 The rights, powers and remedies provided in this SLA are cumulative and not exclusive of any rights, powers and remedies provided by law.

### **13 Third Party Rights**

- 13.1 Nothing in this SLA shall create any rights for third parties under the Contracts (Rights of Third Parties) Act 1999. No variation to this SLA and no supplemental or ancillary SLA to this SLA shall create any such rights unless expressly so stated in any such SLA by the Parties. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

### **14 TUPE**

- 14.1 In the event that expiry or termination of, or withdrawal by HEW or any HEI which is a member of HEW from, this Agreement could constitute a 'relevant transfer' within the meaning of the Transfer of Undertakings (Protection of Employment) Regulations 2006, the parties undertake to comply with any of their obligations under the Transfer of Undertakings (Protection of Employment) Regulations 2006 and to co-operate with each other and/or any replacement contractor in the event of any transfer.
- 14.2 The QAA shall indemnify HEFCW and/or HEW and/or the relevant HEI as the case may be and keep them indemnified against all damages, awards or fines (together with reasonable costs and expenses incurred in relation to any proceedings) relating to any claim by an employee of the QAA, whose employment has (or is claimed by such employee to have) transferred to HEFCW and/or HEW and/or the relevant HEI as the case may be ("Relevant Employee") resulting from any act or omission by the QAA prior to the date on which the Relevant Employee transferred to HEFCW and/or HEW and/or the relevant HEI as the case may be whether such claim is in contract or in tort (including without limitation negligence), for breach of statutory duty or under statute, regulation or international instrument (including without limitation the Treaty of Rome and any directives made under that Treaty) for any remedy including, without limitation, in respect of unfair dismissal, redundancy, statutory redundancy, equal pay, sex, race, religious or disability discrimination and personal injury or claims for breaches of health and safety legislation unless and to the extent that such claim is as a result of an act or omission of HEFCW and/or HEW and/or the relevant HEI as the case may be.
- 14.3 Each of HEFCW, HEW and the relevant HEI as the case may be shall severally indemnify the QAA and keep the QAA indemnified against all damages, awards or fines (together with reasonable costs and expenses incurred in relation to any proceedings) relating to any claim by any Relevant Employees which has transferred to it resulting from any act or omission on its part after the date on which the Relevant Employee transferred to it, whether such claim is in contract or in tort (including without limitation negligence), for breach of statutory duty or under statute, regulation or international instrument (including without limitation the Treaty of Rome and any directives made under that Treaty) for any remedy including, without limitation, in respect of unfair dismissal, redundancy, statutory redundancy, equal pay, sex, race, religious or disability discrimination and personal injury or claims for breaches of health and safety legislation unless and to the extent that such claim is as a result of an

act or omission of the QAA.

- 14.4 The QAA agrees that it shall be liable for all emoluments and outgoings in respect of any Relevant Employees otherwise due or payable up to but excluding the date on which the Relevant Employees' employment transfers to HEFCW and/or HEW and/or the relevant HEI as the case may be and all necessary apportionments shall be made accordingly. The QAA shall indemnify and keep indemnified HEFCW and/or HEW and/or the relevant HEI as the case may be from and against any claims, demands and expenses whatsoever for such amounts (including without limitation, reasonable legal expenses).
- 14.5 Each of HEFCW, HEW and the relevant HEI severally agrees that it shall be liable for all emoluments and outgoings in respect of any Relevant Employees transferring to it otherwise due or payable from the date on which such Relevant Employees' employment transfers to HEFCW and/or HEW and/or the relevant HEI as the case may be and all necessary apportionments shall be made accordingly. Each of HEFCW, HEW and the relevant HEI as the case may be shall severally indemnify and keep indemnified the QAA from and against any claims demands and expenses whatsoever for such amounts (including without limitation, reasonable legal expenses) which relate to Relevant Employees which transfer to it.
- 14.6 In the event of any claim being made or threatened against HEFCW, HEW or the relevant HEI which is likely to involve or give rise to an obligation or liability which the QAA is required to discharge or indemnify HEFCW, HEW or the relevant HEI under this clause 14, HEFCW, HEW or the relevant HEI will notify the QAA in writing immediately on receipt by it or it otherwise becoming aware of the claim, no admission of liability shall be made by or on behalf of HEFCW, HEW or the relevant HEI and, at its own cost, the QAA shall have the right to investigate (with such assistance from HEFCW, HEW or the relevant HEI as the QAA or its professional advisers may reasonably request), control, conduct or settle any such claim, but shall agree with HEFCW, HEW or the relevant HEI resisting, appealing, compromising or contesting the claim, such agreement not to be unreasonably withheld or delayed.
- 14.7 The provisions of clause 14.6 shall apply (with the necessary changes deemed to have been made) in the event of any claim being made or threatened against the QAA which is likely to involve or give rise to an obligation or liability which HEFCW, HEW or the relevant HEI is required to discharge or indemnify the QAA under this clause 14, and for such purposes all references in clause 14.6 to the QAA shall be construed as references to HEFCW, HEW or the relevant HEI as the case may be and vice versa.

## **15 Governing law/Legal effect of the SLA**

- 15.1 This contract is governed by the law of England and Wales.
- 15.2 Subject to the dispute resolution provisions in Schedule 1, the courts of England and Wales shall have exclusive jurisdiction in respect of any dispute relating to this SLA.

Signed by..... Signed by.....  
(Chief Executive, HEFCW) <sup>2</sup>(Chair, HEW)

HEFCW, Linden Court, Ilex Close,  
Llanishen, Cardiff, CF14 5DZ

HEW, 2 Caspian Point, Caspian Way,  
Cardiff Bay, CF10 4DQ

Dated..... Dated.....

Signed by.....  
(Chief Executive, QAA)  
QAA, Southgate House, Southgate Street,  
Gloucester, GL1 1UB

Dated.....

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<sup>2</sup> The contract is signed by the HEW Chair, with co-signatories from individual HEW members who are also QAA subscribers, therein confirming each member's commitment to subscribing to the QAA until the end of this contract in 2015.

**HEW Co-signatories:**

<p>Signed by.....</p> <p>Prof D Halton, Vice-Chancellor University of Glamorgan</p> <p>Dated.....</p>	<p>Signed by.....</p> <p>Prof N Lloyd, Vice-Chancellor Aberystwyth University</p> <p>Dated.....</p>
<p>Signed by.....</p> <p>Prof M Jones, Vice-Chancellor Bangor University</p> <p>Dated.....</p>	<p>Signed by.....</p> <p>Dr D Grant, Vice-Chancellor Cardiff University</p> <p>Dated.....</p>
<p>Signed by.....</p> <p>Dr M Hughes, Vice-Chancellor University of Wales, Lampeter</p> <p>Dated.....</p>	<p>Signed by.....</p> <p>Prof R Davies, Vice-Chancellor Swansea University</p> <p>Dated.....</p>
<p>Signed by.....</p> <p>Prof A Chapman, Vice-Chancellor University of Wales Institute, Cardiff</p> <p>Dated.....</p>	<p>Signed by.....</p> <p>Dr P Noyes, Vice-Chancellor University of Wales, Newport</p> <p>Dated.....</p>
<p>Signed by.....</p> <p>Prof M Scott, Vice-Chancellor Glyndŵr University</p> <p>Dated.....</p>	<p>Signed by.....</p> <p>Prof D Warner, Vice-Chancellor Swansea Metropolitan University</p> <p>Dated.....</p>
<p>Signed by.....</p> <p>Dr M Hughes, Vice-Chancellor Trinity University College Carmarthen</p> <p>Dated.....</p>	<p>Signed by.....</p> <p>Prof M Clement, Vice-Chancellor, University of Wales</p> <p>Dated.....</p>

## Schedule 1 – Monitoring arrangements

### General

The SLA will be monitored through the arrangements detailed below, and through the HEFCW Student Experience, Teaching and Quality Committee. The parties may amend the terms of this schedule through agreement with their respective liaison officers, subject to the principles set out in the SLA.

The liaison officers for the parties are as follows:

HEFCW	Celia Hunt	029 2068 2222	<a href="mailto:celia.hunt@hefcw.ac.uk">celia.hunt@hefcw.ac.uk</a>
HEW	Lisa Newberry	029 2044 8022	<a href="mailto:l.newberry@hew.ac.uk">l.newberry@hew.ac.uk</a>
QAA	Dr Julian Ellis	014 5255 7000	<a href="mailto:j.ellis@qaa.ac.uk">j.ellis@qaa.ac.uk</a>

The following detailed arrangements are to ensure the effective operation of the SLA in accordance with the general principles set out in para 4.

The QAA will monitor and evaluate its activities in fulfilment of this SLA and will operate its own quality assurance and quality improvement processes, which may be revised from time to time. In the event that the QAA does not meet its service commitments (see paras 5 and 6) it will report these to HEFCW and HEW, together with any actions taken to resolve matters.

All parties will consult each other fully on any proposals which have a bearing on this SLA.

Any disputes arising from this SLA shall be considered in the first instance by the liaison officers of the parties; if the matter cannot be resolved by them it shall be considered by the Chief Executive of HEFCW, the HEW Chair and the Chief Executive of the QAA. If the matter cannot be resolved at that level, it shall be subject to final resolution by an expert who shall act as an expert and not as an arbiter, and who shall be appointed by agreement between the parties. If the parties fail to agree, the expert shall be appointed by the president for the time being of the Law Society, upon the application of any of the parties. The expert's decision shall be final and binding, except in the case of bad faith, manifest error or error of law, where the decision may be referred to the courts.

### Reports and communication

All parties will inform and, where appropriate, consult with each other over public statements on all matters relating to the services in this SLA, and wherever possible, give the other reasonable notice before issuing any such statement.

The QAA will provide a report to HEFCW and HEW on a quarterly basis in a mutually agreed format. This will cover the full range of QAA activities in Wales, including activities specified in the agreed annual programme of services for that academic year.

The QAA will provide an annual report to HEFCW and HEW in October of each year covering:

- the Agency's work in Wales in the previous academic year;
- the achievement (or otherwise) of the matters covered by this SLA;

- the achievement (or otherwise) of the matters covered in the annual programme of services for the previous academic year;
- the breakdown of expenditure against the headings of the payment schedule for Wales;
- a review of best practice in assurance processes in the UK and elsewhere, suggesting any amendments to the IR Institutional Review process: Wales that may be appropriate;
- an evaluation of whether the IR provides robust assurance to stakeholders regarding the quality of publicly funded provision in Wales, including in the context of developments in other countries of the UK and internationally.

### **Arrangements for liaison between HEFCW and the QAA**

In addition to informal meetings, an annual meeting will be held between HEFCW and QAA officers to ensure that both parties are fully informed on all formal matters relevant to the SLA. This will include liaison between Chief Executive Officers. The meeting shall include:

- an update by HEFCW officers on matters relating to the services in the SLA which have arisen since the last meeting
- an update from both parties on matters arising regarding quality assurance and enhancement in Wales
- key information obtained by either party since the last meeting to be shared with the other. In exchanging such information, HEFCW and the QAA will respect the confidentiality of the information supplied.

It may also include discussion of any other relevant item introduced by either party, with reasonable advance notice given wherever possible. The overriding consideration will be to ensure advanced consultation on matters of mutual interest and 'no surprises' on both sides. To this end, HEFCW will provide accurate and timely briefings to the QAA on matters of Council policy which impact on the QAA's provision of services under this SLA, and the QAA will keep HEFCW fully informed on issues arising from their fieldwork, and on other matters relevant to the SLA.

Meetings will be held alternately at the offices of HEFCW and the QAA, or elsewhere by mutual agreement. In addition:

- HEFCW will ensure that the QAA has appropriate representation on HEFCW's Student Experience, Teaching and Quality Committee;
- The QAA will invite HEFCW to attend relevant meetings of the QAA, as a member/observer, where appropriate;
- The QAA will give HEFCW officers opportunities to observe, as appropriate and on an agreed basis and timetable, aspects of their work, and will brief them on the recruitment and training of academic reviewers;
- Both parties are committed to the use of increasing use of electronic communication wherever possible.

### **Arrangements for liaison between HEW and the QAA**

Officer-level liaison meetings will be held at least once a year, at which HEW will normally be represented by the Director and/or the member of staff responsible for policy on academic quality matters, and the QAA by the QAA Officer for Wales and one other senior officer from the QAA's Team Wales. Liaison will include, as

appropriate and necessary, a meeting between the QAA Chief Executive Officer and the HEW Chair.

The QAA will arrange to invite HEW to attend relevant meetings of the QAA, as a member/observer, where appropriate. In addition, QAA officers will be invited to attend appropriate meetings of the Welsh Academic Development and Quality Group (WADQG) and the Pro Vice Chancellor Learning and Teaching Advisory Group.

**Liaison between the QAA, HEW and HEFCW**

Liaison meetings will be held three times a year, alternating between the offices of each organisation. These will enable discussion and update on the budget for the coming year, the operation of the SLA, and any issues arising that might impact on its operation.

**Schedule 2: Programme of services for 1 August 2009 to 31 July 2010**

The following activities have been identified for 2009/10.

<b>Services</b>
<i>General:</i>
<ul style="list-style-type: none"> <li>• undertake visits to each HE institution in Wales</li> <li>• develop arrangements for liaising with FE institutions with a HE portfolio</li> <li>• attend meetings of relevant committees</li> <li>• attend specific meetings</li> <li>• liaise with relevant bodies</li> <li>• work with HEFCW, HEW and the HE sector in relation to the CQFW</li> <li>• work with public, statutory and regulatory bodies to minimise the duplication of quality assurance mechanisms to which HE is subject</li> <li>• assist with enquiries from the HE sector and from others in Wales</li> <li>• Provide a report three times a year to HEFCW and HEW</li> <li>• Provide an annual report to HEFCW and HEW</li> <li>• ensure that QAA policies, practices, publications and reports take account of the full range of related activities, issues and policies in Wales</li> <li>• provide a member of staff to act as the QAA Officer for Wales, who will be available for general enquiries relating to Wales and work with other QAA colleagues as appropriate, to achieve the requirements of this SLA</li> <li>• Include the availability of the Officer for Wales in QAA publications that provide general contact details</li> <li>• meet the requirements of its own, HEIs' and the HEFCW Welsh Language Schemes, including ensuring that it maintains an appropriate organisational capacity in the Welsh language</li> <li>• have an appropriate equal opportunities policy, work to develop a single equality statement, and take account of the requirements of the HEFCW Equality Scheme, seeking opportunities to promote equality in line with the requirements placed on the UK funding councils</li> </ul>
<i>Institutional Review Process: Wales (IR)</i>
<ul style="list-style-type: none"> <li>• Implement the new IR process</li> <li>• Arrange to include at least one member in each team of institutional reviewers with knowledge and/or expertise in the higher education sector in Wales</li> <li>• Provide at least one Welsh-speaking reviewer on a team if requested by the institution</li> <li>• Consider changes to the IR process if appropriate</li> <li>• Undertake one mid process review (Glyndwr University)</li> <li>• Further develop appropriate arrangements for the assessment of directly funded HE provision in FE institutions in Wales, where this provision is not covered by other quality assurance arrangements</li> <li>• Provide training for QAA reviewers on the requirements and specifications of the Institutional Review process for Wales, including the role of the University of Wales, where appropriate</li> </ul>

<ul style="list-style-type: none"> <li>• Provide specific support to institutions preparing for institutional visits</li> </ul>
<ul style="list-style-type: none"> <li>• Implement any changes to the IR in line with the protocols described in the handbook</li> </ul>
<ul style="list-style-type: none"> <li>• Hold briefing event for all HEIs in Wales on the revised IR process</li> </ul>
<ul style="list-style-type: none"> <li>• Undertake follow up procedures on any limited confidence outcomes</li> </ul>
<ul style="list-style-type: none"> <li>• Publish summary of best practice from outcomes of all reviews in Wales</li> </ul>
<ul style="list-style-type: none"> <li>• Provide the HEFCW and HEW liaison officers, in confidence, with copies of letters from the QAA to the HEI regarding the draft and final IR outcomes, and the conclusions of the mid process, and follow-up of, reviews</li> </ul>
<ul style="list-style-type: none"> <li>• Operate causes for concern procedures for Wales</li> </ul>
<p><i>Student engagement</i></p>
<ul style="list-style-type: none"> <li>• Include a student reviewer as a full member of review teams</li> </ul>
<ul style="list-style-type: none"> <li>• Work with others to provide clearer information on quality and standards for students</li> </ul>
<ul style="list-style-type: none"> <li>• Work with higher education institutions to develop the role of students in institutional quality management</li> </ul>
<ul style="list-style-type: none"> <li>• Consider and implement arrangements to support and further student engagement in quality processes</li> </ul>
<p><i>Quality enhancement</i></p>
<ul style="list-style-type: none"> <li>• Work with HEFCW, HEW and the HE sector on quality enhancement issues relating specifically to Wales</li> </ul>
<ul style="list-style-type: none"> <li>• Evaluate the IR arrangements on an ongoing formative basis</li> </ul>
<ul style="list-style-type: none"> <li>• Hold an event on quality assurance and enhancement in Wales</li> </ul>
<ul style="list-style-type: none"> <li>• Take account of the development of the quality enhancement approach for higher education in Wales</li> </ul>

<b>FINANCIAL SCHEDULE FOR WALES 2009/10</b>	<b>£</b>
Review Costs-	366
Access costs	5,099
Overseas Costs	5,334
Review Group Pay costs - includes Officer for Wales costs and proportional pay costs for Review and Information Unit	95,873
General Review Support Costs – includes institutional reviewer training	5,583
Publication & Translation Costs	15,750
Other-non pay costs for Reviews Group	6,558
DEG – includes benchmarking, codes of practice, liaison and promotion within sector	68,301
Infrastructure pay costs – proportionate costs	107,685
Infrastructure non-pay costs -includes proportionate costs for overheads	104,931
Non Pay Credit- includes proportionate credits for investment interest, sales of publications	(4,000)
<b>Total</b>	<b>411,480</b>

<b>To be met by:</b>	<b>£</b>
Deferred income	0
HEFCW 2009/10 funding	140,521
Subscriptions 2009/10	270,959