

# **Memorandum of Understanding between the Higher Education Funding Council for Wales (HEFCW), the Quality Assurance Agency for Higher Education (QAA) and Estyn, Her Majesty's Inspectorate for Education and Training in Wales**

## **Introduction**

1. Under the terms of Section 17 of the Higher Education (Wales) Act 2015, HEFCW is required to 'assess, or make arrangements for the assessment of, the quality of education provided in Wales - (a) by each regulated institution; (b) on behalf of each regulated institution (whether by another regulated institution or by an external provider).'
2. QAA was established in 1997 and is the independent body entrusted with monitoring and advising on standards and quality in UK higher education wherever it is delivered throughout the world. To this end, QAA carries out reviews of UK higher education providers, works with providers to enhance the quality of the student experience and develops and maintains the UK Quality Code for Higher Education, the definitive national point of reference for academic standards and the quality of learning opportunities.
3. Estyn is a Crown body established under the Education Act 2002. Estyn is independent of the National Assembly for Wales but receives its funding from the Welsh Government under Section 104 of the Government of Wales Act 1998. Estyn is responsible for providing independent inspection of the quality of all education and training funded by the Welsh Government (excluding higher education but including initial teacher education and training and youth and community work training). The Inspectorate's aim is to raise standards and quality in education and training in Wales through inspection and advice, in support of the vision and strategic direction set out by the Welsh Government.

## **Purpose and basis of the memorandum of understanding**

4. This document is intended to provide a framework for working relationships between HEFCW, the QAA and Estyn ('the organisations'), to ensure efficient and effective cooperation. It commits them to working together to:
  - avoid duplication of effort;
  - minimise administrative burdens on institutions;
  - identify and pursue activities that are of mutual interest, where their joint involvement would produce greater benefits for learners in higher education in Wales;
  - ensure that the respective expertise of the organisations involved is mutually recognised and used in partnership whenever appropriate;
  - share expertise in the development and support of 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.
5. It establishes relationships for consultation and co-operation based on a common understanding of each organisation's business and a joint wish to make best use of finite resources for mutual benefit.
  6. The organisations recognise, and have regard for, the respective statutory roles and responsibilities where appropriate. They also recognise the independence of their remits and to how the aims and objectives of the organisations complement one another.

### Working in partnership

7. HEFCW, the QAA and Estyn will identify the areas where their complementary roles and independent functions inter-relate, and agree strategies and actions within these to:
  - avoid duplication of effort on the part of either the organisations or providers;
  - ensure clarity of expectations and requirements of providers;
  - avoid unnecessary bureaucratic burdens on providers or other agencies;
  - maximise the values and mutual benefits of the QAA's Quality Enhancement Review (QER) and Estyn's Common Inspection Framework;
  - ensure appropriate coverage across Wales of the full range of HE provision, by inspection and review arrangements;
  - develop joint processes for areas of provision where appropriate and of mutual benefit;
  - develop a shared understanding of the roles and contributions of each body in improving the quality of education and training;
  - share information, including changes in review, inspection and quality assessment processes, timetables and outcomes, and shortcomings or outcomes of concern in reviews/inspections; all parties to share in confidence any shortcomings or concerns identified in advance of publication of the final reports and inform the other organisations prior to the emergence of any sensitive messages or outcomes which might impact on them, as identified in **Schedule 1** where relevant and not commercially sensitive;
  - invite each organisation to key strategic conferences, training and events;<sup>1</sup>
  - facilitate quality enhancement and the sharing of good practice among HE providers and with other post-16 providers in Wales.
8. Each organisation will advise and, where appropriate, consult the others at an early stage of development of new or revised inspection or review

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<sup>1</sup> some events may incur charges, and where this is the case, the invited party will bear its own costs of attendance, unless otherwise agreed.

arrangements for HE provision in Wales or that will impact on regulated institutions.

### Management, monitoring, reporting and confidentiality arrangements


9. This Memorandum shall take effect from the date of signature by all three organisations and continue until any organisation gives notice that it wishes to terminate the agreement. The Memorandum of Understanding will be reviewed annually and may be modified at any time by joint agreement of the organisations.
10. Management of the Memorandum will be conducted by officers on behalf of HEFCW, the QAA and The Inspectorate: at the date of signature as detailed below:


HEFCW	Cliona O'Neill	029 2085 9731	cliona.oneill@hefcw.ac.uk
QAA	Rowena Pelik	0141 572 3442	r.pelik@qaa.ac.uk
Estyn	Jackie Gapper	029 2044 6440	jackie.gapper@estyn.gov.uk

11. The named contacts shall agree detailed arrangements for regular communication and exchange of information between the HEFCW, the QAA and Estyn, which shall include annual review meetings.
12. The arrangements detailed in this Memorandum will be monitored by the named contacts. Each contact will be responsible for notifying the organisation of which s/he is an officer of any concerns. Such concerns may lead to the termination of this Memorandum.
13. Each organisation will observe confidentiality as required in relation to shared information which is not in the public domain.

### Legal effect of the memorandum of understanding

14. It is recognised and accepted that this Memorandum does not create any rights, liabilities or obligations which would have binding effect in law.

Signed.....  .....  
(Chief Executive, HEFCW)  
Dated..... 11/3/19 .....

Signed.....  .....  
(Chief Executive, QAA)  
Dated..... 14 March 2019 .....

Signed: *Meijs Parls*  
(Her Majesty's Chief Inspector, Estyn)  
*25/3/19*

## **Schedule 1: Protocol for sharing information between QAA, HEFCW and Estyn**

### **1 Introduction**

- 1.1 This protocol sets out the means by which the QAA, HEFCW and Estyn will share information.

### **2 Sharing information**

- 2.1 In order to share information effectively, reduce burden on institutions, and encourage a perception that the organisations act in a coherent and integrated manner, QAA, HEFCW and Estyn parties will do the following:
- provide their schedule of review/inspection/quality assessment committee meetings for the coming year to the tripartite liaison meeting, for information only;
  - provide early notification in confidence to the other parties of any shortcomings or concerns identified in the review/inspection/quality assessment and complaints processes, in advance of publication of the final reports, as such matters arise;
  - notify the other parties of any issues of mutual interest arising at the liaison meeting, or via electronic communications where earlier notice would be beneficial to either party;
  - include the other parties in any consultation on the development or amendment of processes, policies or procedures as these issues arise;
  - invite the other parties to key conferences, events and relevant training as they arise;
  - provide early notification in confidence to the other parties of any upcoming publication of relevant documentation, where appropriate and where no commercial interests are in existence;
  - be members of each other's mailing lists, where applicable, which will draw attention to publication of key documentation as appropriate;
  - give due consideration to all relevant data protection legislation in the sharing of data or personal information, including where appropriate, the use of data sharing agreements;
  - adopt appropriate technical and organisational measures to ensure the security, confidentiality, integrity, availability and resilience of systems used to store information;
  - report any security breaches involving shared information to the other parties within 72hrs of the breach;
  - retain the shared information for no longer than is reasonably necessary, and in line with the agreed retention schedules as determined for each information exchange or as set out in data sharing agreements where applicable;
  - ensure information is only accessible to those who require access via an appropriate data sharing agreement; and

- ensure information is treated in the strictest confidence and not passed to any other party unless agreed in writing by the party who owns the information.