

Memorandum of Understanding between the Higher Education Funding Council for Wales (HEFCW) and the Office of Her Majesty's Chief Inspector of Education and Training in Wales (Estyn)

Introduction

1. Under the terms of the Higher Education (Wales) Act 2015 (the 2015 Act), HEFCW undertakes the following:
 - Approves fee and access plans;
 - Monitors compliance with, and effectiveness of, fee and access plans;
 - Monitors compliance with fee limits;
 - Assesses, or makes arrangements for the assessment of, the quality of all provision delivered by or on behalf of regulated providers, even if this provision is not higher education (HE);
 - Takes action where the quality of education is, or is likely to become, inadequate.
2. Para 45 of the Minister's advice to HEFCW under section 49 of the 2015 Act noted that 'the effect of section 17 of the 2015 Act is that it is for HEFCW to determine how its quality assessment duty is discharged ... However, HEFCW should ensure that any new arrangements meet the specific needs of Wales.'
3. Estyn is responsible for providing independent inspection of the quality of all post-16 education and training funded by the Welsh Government (excluding higher education but including initial teacher education and training and youth and community work training) under the Learning and Skills Act (2000) which requires Her Majesty's Chief Inspector to report on:
 - the quality of the education and training provided;
 - the standards achieved by those receiving education and training; and
 - whether the financial resources made available to those providing education and training are used to provide value for money.

Estyn'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 and Estyn ('the organisations'), to ensure efficient and effective cooperation. It commits them to working together to:
 - ensure that the statutory responsibilities of each organisation are met;
 - avoid duplication of effort on the part of either the organisations or providers;
 - identify and pursue activities that are of mutual interest, to address their statutory responsibilities;
 - 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 statutory responsibilities, 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 as appropriate. They also recognise the independence of their remits and how the aims and objectives of the organisations complement one another.

Working in partnership

7. HEFCW and Estyn will identify the areas where their complementary roles and independent functions inter-relate, and agree strategies and actions within these to:
 - ensure clarity of expectations and requirements of regulated institutions;
 - minimise administrative burdens on regulated institutions;
 - ensure appropriate coverage across Wales of the full range of provision covered by the statutory responsibilities of both organisations;
 - develop joint processes for areas of provision where appropriate and of mutual benefit;
 - ensure that the parties liaise regarding situations where the quality of education is, or is likely to become, inadequate;
 - enable each organisation to draw the other's attention to concerns that emerge regarding institutions covered by each other's statutory responsibilities;
 - develop a shared understanding of the roles and contributions of each body in improving the quality of education and training;
 - jointly determine how provision in regulated institutions which is not covered by either Estyn or HEFCW should be quality assured;
 - share information, including changes in review and inspection processes, timetables and outcomes, and shortcomings or outcomes of concern in reviews/inspections, as identified in **Schedule 1**;
 - facilitate quality enhancement and the sharing of good practice in Wales.
8. Each organisation will advise and, where appropriate, consult the other at an early stage of development of new or revised inspection or review arrangements for HE provision in Wales.

Management, monitoring, reporting and confidentiality arrangements

9. This Memorandum shall take effect from the date of signature by both organisations and continue until either 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. The organisations shall meet twice a year to discuss matters relating to this MoU.
11. Management of the Memorandum will be conducted by officers on behalf of HEFCW and The Inspectorate: at the date of signature as detailed below:

HEFCW	Dr Cliona O'Neill	029 2068 2222	cliona.oneill@hefcw.ac.uk
Estyn	Jackie Gapper	029 20446 440	Jackie.gapper@estyn.gov.wales

12. The named contacts shall agree detailed arrangements for regular communication and exchange of information between the HEFCW and Estyn, which shall include annual review meetings.
13. 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.
14. 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

15. 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.....

Signed:.....
 (Her Majesty's Chief Inspector for Education and Training in Wales.)
 Dated.....

Schedule 1: Protocol for partnership working between HEFCW and Estyn

1 Introduction

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

2 Partnership working

- 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, both organisations will do the following:
- discuss their schedule of quality assessment activity at the liaison meeting;
 - provide early notification in confidence to the other parties of any shortcomings or concerns identified in the review/inspection processes, in advance of publication of the final reports, as such matters arise;
 - notify the other party of any concerns identified by means other than through the review/inspection process, as they 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 party 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;
 - share information on the quality of education which is, or is likely to become, inadequate, as soon as either party becomes aware of such a situation;
 - Estyn to invite HEFCW to attend feedback sessions following its inspection of regulated institutions;
 - Estyn to report back to HEFCW on any issues arising from inspection of regulated institutions;
 - Estyn to draw HEFCW's attention to any HE provision offered by inspected institutions, of which HEFCW may be unaware;
 - HEFCW will ensure that Estyn is able to raise concerns under any procedures to address concerns arising in regulated institutions;
 - Estyn to share the post-inspection action plans from institutions that come under HEFCW's statutory responsibilities, which need a reinspection;
 - HEFCW to set out requirements for regulated institutions with regards to finance in its financial code, while minimising duplication with the checks carried out on FEIs by Welsh Government.
- 2.2 The organisations will include any updates to their timetable of activities via electronic communications.
- 2.3 There will be an annual Chief Executives' meeting, and an additional, separate, annual liaison meeting, to provide opportunities to discuss areas covered by the MoU. The MoU will be reviewed at the annual liaison meeting.