

## **Memorandum of Understanding between the Higher Education Funding Council for Wales (HEFCW), and the Higher Education Academy (HEA).**

### **Aim**

1. The aim of this MoU is to enable both parties to continue to learn from each other's work, share data to inform policy and practice, and sustain the legacy of grant-funded work.
2. The MoU is intended to promote:
  - clarity about the organisations' respective roles and responsibilities
  - effective working, information sharing and communication; and
  - liaison in the development of any guidance for the sector.

### **Roles**

3. The HEA is a charity and membership body which aims to improve learning outcomes, focusing on the contribution of teaching to the wider student learning experience and to student success, offering services such as professional recognition, surveys and consultancy.
4. HEFCW was established in 1992 under the terms of the Further and Higher Education Act 1992, confirmed by the Education Act 2002. HEFCW is responsible for distributing funds for teaching, research and related activities at eight universities, and for teaching activities at the Open University in Wales. HEFCW also funds HE courses at further education colleges. HEFCW is also responsible for the accreditation of providers of initial teacher training for school teachers and for commissioning research to improve the standards of teachers and teacher training. HEFCW also has a regulatory role in respect of those institutions that are regulated under the Higher Education (Wales) Act 2015. Regulated institutions are those higher education institutions, further education colleges and other HE providers with an approved Fee and Access Plan.
5. To date, the interaction between HEA and HEFCW has been via a grant, and governed by an annual grant letter. With the end of grant funding to the HEA from 31 July 2016, both parties have agreed that there are areas where HEA and HEFCW should continue to collaborate for mutual benefit.

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

6. This document is intended to provide a framework for working relationships between HEFCW and the HEA to ensure efficient and effective cooperation on areas of common interest.

7. The organisations recognise, and have regard for, their respective roles and responsibilities and recognise the independence of their remits.
8. The MoU commits the two parties to working together to:
  - avoid unnecessary duplication of effort;
  - recognise the respective roles of each organisation;
  - identify and pursue activities that are of mutual interest, where their joint involvement would produce greater benefits for higher education in Wales;
  - take each other's interests into account, where appropriate, in policy and procedural development;
  - ensure that relevant information is shared as appropriate;
  - share expertise in the development and support of continuous improvement in the management of the quality of higher education;
  - facilitate joined-up thinking;
  - ensure that the respective expertise of each organisation is mutually recognised and used in partnership whenever appropriate.
9. 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.

### **Working in partnership**

10. HEFCW and the HEA will identify the areas where their complementary roles and independent functions inter-relate, and agree strategies and actions within these. In order to work in partnership effectively, the organisations will act in a coherent and integrated manner, the parties will do the following:
  - hold liaison meetings at least twice a year, one of which will include a meeting between the HEFCW Chief Executive and the HEA Chief Executive. These meetings will include the sharing of information and facilitate joint approaches and joined-up thinking where appropriate;
  - notify the other party of any issues of mutual interest arising at the liaison meetings, 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
  - maintain an open channel of communication between the HEA Chief Operating Officer and HEFCW Head of Student Experience.
11. Areas of particular joint interest include:
  - the professionalisation of teaching, teaching qualifications and teaching excellence in higher education more broadly;

- development of new learning indicators, including to inform the student experience, widening access and equalities, e.g. such as those that may be derived from the UK engagement survey;
- work to inform policy and practice on the postgraduate student experience including exploration of use of the postgraduate taught experience survey;
- engagement with pro-vice chancellors learning and teaching to support policy development, including policy as it relates to the student experience, widening access and equalities;
- ongoing promotion and availability of grant-funded resources to support quality enhancement among providers;
- promotion of work and reports on retention, success, employability and skills;
- promotion of work to address assessment and feedback, learning analytics, widening access and other measures to improve outcomes in the Teaching Excellence Framework in Wales;
- promotion of work in Wales to wider audiences via HEA networks, website and communications;
- promotion of work and reports on part-time study matters.

12. This Memorandum of Understanding excludes any contracted work or commissions between the parties, which will be subject to separate legal agreements.

### **Management, monitoring, reporting and confidentiality arrangements**

13. This Memorandum shall take effect from the date of signature by a 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.
14. Management of the Memorandum will be conducted by officers on behalf of HEFCW and the HEA: at the date of signature as detailed below:

HEFCW	Dr Cliona O'Neill	029 2085 9731	<a href="mailto:Cliona.oneill@hefcw.ac.uk">Cliona.oneill@hefcw.ac.uk</a>
Higher Education Academy	Dr Mark Jones	014 5255 7000	<a href="mailto:Mark.jones@heacademy.ac.uk">Mark.jones@heacademy.ac.uk</a>

15. The named contacts shall agree detailed arrangements for regular communication and exchange of information between the HEFCW and the HEA, which shall include annual review meetings.
16. 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.

17. Each organisation will observe confidentiality as required in relation to shared information which is not in the public domain. The parties should enter into a data sharing agreement.

**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.....*Anthony*..... Signed.....*Snashall*.....

(Chief Executive, HEFCW)

(Chief Executive, HEA)

Dated.....*19/1/17*..... Dated.....*19 Jan 2017*.....