

University College Dublin

Guidelines for the Review of Collaborative and Transnational Taught Programmes

Specimen Collaborative Agreement

SPECIMEN COLLABORATIVE AGREEMENT

between

NAME OF COLLABORATIVE INSTITUTION

and

UNIVERSITY COLLEGE DUBLIN

in relation to

Name of Degree Programme

DRAFT date

Note: All Draft Collaborative Agreements should be forwarded to UCD Corporate and Legal Affairs Office for approval, prior to signing

COLLABORATIVE AGREEMENT

THIS AGREEMENT is made the [] day of []

BETWEEN

- (A) Name of Collaborative Institution of [ADDRESS] (hereinafter referred to as “XYZ”)
- and
- (B) University College Dublin, National University of Ireland, of Belfield, Dublin 4, (hereinafter referred to as “UCD”).

WHEREAS

- (A) UCD has the power under [NUI STATUTE] to award degrees with other [MAY BE QUITE SPECIFIC TYPES OF] institutions
- (B) XYZ and UCD wish to set out their mutual agreement in relation to the provision of the award of an ABC Programme (“the Programme”)

IT IS AGREED AS FOLLOWS

1. Scope of the Agreement

XYZ and UCD shall jointly offer a programme of study leading to the Award of an ABC.

2. Roles and Responsibilities

The respective roles and responsibilities of UCD and XYZ in relation to the Programme are set out in Schedule 1 to this Agreement.

3. Structure of the Programme

- a) The structure of the programmes is set out in Schedule 2 of this Agreement.
- b) Changes to the programme structure must be approved by the UCD Programme Board, which will make recommendations to the respective Academic Committees of each institution, following normal University procedures.

4. Financial Arrangements

The financial arrangements between XYZ and UCD in relation to the programme are set out in Schedule 4.

5. Indemnity and Liability

Each University shall indemnify and keep indemnified its own staff, students and agents against claims arising under this Agreement. Neither University shall be liable for any act, omission, neglect, default, loss, damage, personal injury or theft arising from the actions of the staff, students and agents of the other institution, its staff, students or agents.

6. Dispute Resolution

In the event of any dispute arising in respect of any provision of this Agreement, the dispute shall be referred to the Registrar of XYZ and to the Registrar of UCD, who may resolve the dispute or appoint an independent arbitrator for that purpose.

7. Duration

- a) This Agreement shall be effective as from [insert date] 2008 and shall be for an initial period of X years. It shall be subject to review by UCD before expiry of the Agreement and a decision as to whether to continue or terminate will be made at least [three months] prior to the expiry of the Agreement.
- b) The administrative arrangements for this Agreement shall be reviewed annually by the UCD Programme Board.
- c) If the Agreement is not terminated after X years, it shall continue on these terms for a period of a further X years.

8. Termination

- a) Either party upon 12 months' written notice may terminate this Agreement. In the event of the termination of the Agreement, both Universities will undertake to fulfil their obligation to residual students who have yet to complete the programme of study. This may include providing the necessary support to enable students to complete the ABC Programme of study within a reasonable period of time.
- b) It is also agreed and understood between the Universities that should either one fail to perform the obligations of this Agreement due to any factor beyond their control, the Agreement may be terminated by written notice from the said University and upon receipt of such notice by the other University.

9. Force Majeure

- a) Neither party shall be liable to the other nor deemed in default under this Agreement, if and to the extent that such party's performance of this Agreement is prevented by reason of Force Majeure.
- b) The Force Majeure shall be deemed to commence when the party declaring Force Majeure notifies the other party of the existence of the Force Majeure, and shall be deemed to continue as long as the results or effects of the Force Majeure prevent the party from resuming performance in accordance with this Agreement. If either party is delayed at any time by Force Majeure, then the delayed party shall notify the other party in writing of such delay within 48 hours.

10. Notice and Other Communication

All notices, requests, demands, approvals or consents, or other communications hereunder other than day-to-day communications shall be in writing and shall be deemed given if delivered in person or by recognised courier or mailed postage-prepaid to the appropriate Party at the address below:

For UCD:
University College Dublin
National University of Ireland, Dublin
Belfield
Dublin 4, Ireland
Attn:
Fax:

For XYZ:
XYZ
Address
Address
Attn:
Fax:

11. Governing Law

This Agreement shall be governed by and shall be read and construed in all respects in accordance with Irish law.

IN WITNESS WHEREOF the parties have entered into this agreement

SIGNED BY Dr Hugh Brady
President

for and on behalf of
University College Dublin
National University of Ireland, Dublin

in the presence of:-

Date: _____

SIGNED BY [INSERT]
President

for and on behalf of
XYZ

in the presence of:-

Date:

SPECIMEN

SCHEDULE ONE: ROLES AND RESPONSIBILITIES OF UCD AND XYZ

1. Programme Management

- a) A *Programme Board* will be responsible for the academic management of the programme. This Board will comprise module co-ordinators, student representation and such other members as are determined from time to time by the respective Academic Councils.
- b) *Programme Chair* will be appointed by UCD. The Chair will be responsible for the management of academic aspects of the programme in consultation with the Programme Board. *The Programme Chair* will represent the Programme Board at the UCD School of Y. Minutes of the meetings of the Programme Board will be submitted to the UCD School of Y and the equivalent body at XYZ.
- c) A *Programme Examination Board*, will be established and will determine the recommendations to be made to the Academic Council of UCD in respect of students' grades and of the award of the degree.

2. Modules

Modules are owned and are the property of the institutions responsible for their academic development and delivery. Each institution will retain the right to use, modify and develop any material prepared for the modules, consistent with the overall content and learning outcomes of the programme, and subject to approval by the Programme Board. The intellectual property rights of material developed by each institution shall remain the property of the institution. Modules developed by any third party shall be subject to the accreditation and quality assurance procedures of UCD.

3. Admissions

- a) The Programme Board, following consultation with the relevant unit(s) within each institution, shall agree the target intake of students.
- b) Applicants will apply for the programme on an approved application form to UCD. The Programme Board will establish an Admissions sub-committee to approve or reject applications. UCD will process the letters of offer.
- c) The admissions criteria are attached in Schedule 2. Late applications may be considered at the discretion of the Programme Board.

4. Registration

- a) Students admitted to the programmes shall be registered with UCD. Registration information will be shared between both institutions. Students shall be entitled to the privileges and subject to the duties and responsibilities of students of UCD.
- b) Duplicate student records will be maintained by each institution. Each University shall comply with the relevant Data Protection legislation in relation to the confidentiality of any personal data held by them.
- c) Officers responsible for student records in both Universities will consult as necessary to ensure the accuracy of student records and internal and external management returns. Notwithstanding differences in institutional procedures, the final arbiter in resolving differences will be the Programme Board.
- d) The Programme Board will consider cases for deferral and may permit a student to defer in any semester upon written request in accordance with the procedures of UCD.

5. Student Discipline Code, Complaints and Appeals

- a) Students are subject to the Discipline Codes of both institutions. Students will be expected to familiarise themselves with the relevant regulations. With respect to specific modules, students will be subject to the relevant regulations of the delivering institution. With respect to general student behaviour, the students will be subject to the relevant regulations on whose site they are present.
- b) Matters relating to student discipline shall be considered by the Programme Board in the first instance. If applicable, the Programme Board will decide under which institution's discipline code the case will be considered.
- c) A report on the outcome of the disciplinary matter shall be forwarded to the other institution.
- d) Student complaints will be processed under the scheme in the institution in which the complaint has arisen. The outcome of the complaint shall be reported to the other institution.
- e) In the event of an appeal of assessment made by any student, it will be considered under the regulations of the institution responsible for assessing the module concerned. The other institution will be consulted in the process and will receive a full report on any appeal.

6. Examination Arrangements

- a) *The Programme Examination Board* will determine the recommendations to be made to the Academic Council of UCD in respect of students progressing and of the award of ABC. Prior to each University designated meeting the Programme Board will convene along with the nominated external examiner(s) to review examination scripts/assignments/dissertations etc and endorse the examination results to be submitted to the School Board at UCD.
- b) The nomination and approval of a programme external examiner will be subject to agreement by UCD. The cost of the fees and expenses of external examining will be met (shared equally/percentage split/wholly?) by [insert name of institution(s)].

7. Quality Assurance Arrangements

- a) The Universities will co-operate in collating all of the information needed to meet the requirements of internal quality review and external bodies or other professional and statutory bodies.
- b) The programme of study will be subject to the normal quality assurance processes operated by each institution.
- c) It will be the responsibility of the Programme Board to ensure that the respective quality assurance processes are complied with. The Programme Board will also be responsible for student pastoral support and guidance in consultation with appropriate offices in the relevant University.
- d) A meeting of the Programme Board, will be dedicated annually to the review of the programmes and will report to the appropriate authority in each institution, accordingly.

8. Awards – Certificate and Transcripts

- a) Students who meet academic requirements shall be awarded a UCD X Degree.

9. Marketing and Advertising

- a) UCD must approve, in advance, material to be used for marketing, publicity, advertising and other promotional purposes.
- b) The logos of both institutions will be afforded parity of esteem and placement in any such material.

10. Staff

- a) Each University shall be responsible for ensuring the availability of appropriately qualified teaching and support staff to maintain and deliver the programmes.
- b) Each University will be responsible for its own staff development. Joint activities, including research exchanges, are to be encouraged.

11. IT Support

Each University will be responsible for its own staff and student IT provision and support. However, infrastructural developments to facilitate the web-based or remote delivery of modules by both Universities may be jointly progressed, any such development to be subject to a separate agreement, in line with the overall ethos of joint ownership, responsibility and benefit.

SCHEDULE TWO - STRUCTURE OF THE PROGRAMME

To be inserted

SCHEDULE THREE – ADMISSIONS CRITERIA

To be inserted

SCHEDULE FOUR - FINANCIAL ARRANGEMENTS

To be inserted

- e.g.
- (i) Tuition fee level / Collection and transfer arrangements
 - (ii) Percentage Split of Income
 - (iii) Responsibility for costs e.g.
 - Travel and subsistence
 - Quality review
 - External examiners
 - Registry support
 - UCD and local lecturer costs and payments
 - (iv) Role of UCD Finance Office and UCD Internal Audit