



## COLLABORATIVE PROVISION AND JOINT AWARDS

– Supplement to the CIT Academic Quality System on  
Policy and Procedures for Collaborative Provision and Joint Awarding Arrangements –

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Contents: *[hyperlinked]*

1. Preamble	p. 2
2. Scope of Policy Supplement on Collaborative Provision and Joint Awards	p. 4
3. Transnational Collaborations – Precepts	p. 6
4. Initiation of Collaborative Programmes and Joint Awards	p. 7
5. Due Diligence	p. 8
6. Formal Agreement of Collaborative Programmes and Joint Awarding Arrangements	p. 10
7. Alignment with CIT Standards, Systems and Practices	p. 14
8. Academic Quality Assurance of Collaborative Programmes and Joint Awards	p. 17
9. Accreditation/Validation of Collaborative Programmes and Joint Awards	p. 17
10. Process for Accreditation/Validation of Collaborative Programmes or Joint Awards – Precepts	p. 18
11. Process for Ongoing Monitoring of Collaborative Programmes and Joint Awards – Precepts	p. 19
12. Process for Periodic Review of Collaborative Programmes or Joint Awards – Precepts	p. 20
13. Review of Policy Supplement on Collaborative Programmes and Joint Awards	p. 22
Appendix I: Areas Requiring Particular Attention in Distance or E-Learning Programmes	p. 23
Appendix II: Risk Areas Associated with Collaborative Arrangements	p. 24

## 1. Preamble

Cork Institute of Technology (CIT) for the 2011 – 2016 period has set out the following ambitious and challenging vision of future success:

“CIT will be an internationally recognised provider of career-focused education producing future professionals who can embrace entrepreneurship, innovation and creativity.”<sup>1</sup>

Over the years, Cork Institute of Technology has matured into one of Ireland’s pre-eminent providers of higher and further education and training. CIT’s provision spans a wide variety of disciplines and ranges from taught undergraduate and postgraduate higher education programmes, craft apprentice programmes and maritime education through to PhD research programmes and innovation activities which consistently attract significant levels of funding.

Though grounded in two centuries of tradition and service to the region, the Institute is keenly aware that, in an increasingly globalised higher education arena, it is no longer sufficient to limit the scope of its activities and ambitions to the region, or indeed to the country. Not least through the universal reach of electronic and social media, potential learners are more than ever aware of the vast number of educational options open to them both nationally and internationally. Apart from traditional campus-based provision, these also increasingly include a great range of widely accessible distance and e-learning options.

To retain and enhance the currency, quality and standard of its education provision, to consolidate and advance its standing as an educational provider, and finally also to maintain and improve the quality of its service to learners, to the region and to the nation, Cork Institute of Technology therefore increasingly has to benchmark itself against, and align itself with, examples of best practice in higher education both nationally and internationally.

The foreword of the *National Strategy for Higher Education to 2030* states:

“It is clear that Ireland requires a network of outward facing institutions that are ready and empowered to respond to a varied set of challenges while building on their international reputation of strength and excellence.”<sup>2</sup>

One way in which this outward orientation may be achieved to the mutual benefit of more than one provider – and more than one learner population – is the development of collaborative provision and joint awards.

There are of course other drivers. With the growing pressure on higher education institutions around the world to become more self-sustainable, combined with an increasing need for collaboration within the national higher education system to safeguard the range and diversity of provision within Ireland, the relevance of collaborative ventures both for the economic and the educational strategy of Cork Institute of Technology is set to increase greatly.

Last but not least, the continuing harmonisation of the European Higher Education Area in the context of the Bologna process for the last decade has of course been the principal driver of transnational collaborations within Europe. The Bologna process aims to promote the mobility of students and staff of European higher education institutions and to introduce a necessary European dimension into curriculum development. It also fosters the creation of integrated

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<sup>1</sup> Cork Institute of Technology, *CIT Strategic Plan 2011 – 2016*, advanced consultation draft, April 2011

<sup>2</sup> Department of Education and Skills, *National Strategy for Higher Education to 2030. Report of the Strategy Group*, Dublin, January 2011, p.2

programmes of study, training and research and promotes European co-operation in quality assurance. Collaborative provision and joint awarding arrangements are primary vehicles for achieving these objectives.

While the aforementioned institutional benefits of collaborative arrangements improve the learning experience for all learners in the collaborating institutions, learners who choose to enrol in a collaborative programme or programme leading towards a joint award gain many additional, direct benefits from their choice. Collaborative programmes offer a rich and stimulating learning experience which draws on the joint resources of several providers. The exchange of ideas and approaches to learning which a student experiences on a collaborative undergraduate programme has the potential to open up exciting new dimensions for research study, both for the learner and the collaborating institutions. Transnational collaborations provide additional opportunities for those involved to broaden and enrich their cultural, social and linguistic universe, be they students, teaching or research staff.

In any collaborative venture, however, it is essential that Cork Institute of Technology both protect its academic standing and continue to fulfil its statutory obligations, including those arising from the *Qualifications (Education and Training) Act 1999* and the *Institutes of Technology Act 2006*.

In line with its strategic vision for 2011 – 2016, the Institute fully embraces its responsibility

“for the quality as well as the social, cultural and linguistic relevance of education and the standards of qualifications provided in [its] name, no matter where or how it is delivered”<sup>3</sup>,

and endorses the quality principles laid down in the UNESCO *Guidelines for Quality Provision in Cross-Border Higher Education*<sup>4</sup>.

This policy supplement to the CIT *Academic Quality System* (Cork Institute of Technology, 2005; with amendments 2005 – 2010)<sup>5</sup> therefore sets out a regulatory framework to support and guide the development of arrangements for collaborative programmes and joint awards between Cork Institute of Technology and other providers. It should be read in conjunction with HETAC’s *Policy for collaborative programmes, transnational programmes and joint awards* (December 2008), which constitutes the external reference standard<sup>6</sup>.

[Back to top]

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<sup>3</sup> United Nations Educational, Scientific and Cultural Organization (2005), *Guidelines for Quality Provision in Cross-Border Higher Education*, Paris, p. 15 ([http://www.unesco.org/education/guidelines\\_E.indd.pdf](http://www.unesco.org/education/guidelines_E.indd.pdf))

<sup>4</sup> Ibid, p. 15 ff.

<sup>5</sup> The policy documents constituting the CIT Academic Quality System are held on the CIT Gateway Staff Server and may be accessed [here](#).

<sup>6</sup> HETAC *Policy for collaborative programmes ...* (December 2008) may be accessed [here](#).

## 2. Scope of Policy Supplement on Collaborative Provision and Joint Awards

This policy supplement governs the development and operation of all collaborative programmes and joint awards between Cork Institute of Technology and other national or transnational providers of higher education and training programmes, whether existing or planned.

### 2.1 Range of Collaborative Arrangements Covered

This policy supplement covers the following types of collaborative arrangements:

- a. collaborative provision of higher education programmes<sup>7</sup>
- b. joint higher education awards<sup>8</sup>

While the processes for formal agreement, accreditation/validation<sup>9</sup> and quality assurance set out hereunder in this policy supplement differ in parts for programmes leading to single awards and those leading to joint awards, the two types of collaboration are not mutually exclusive, and several configurations are possible. For example, collaborative programme provision may lead to a single or joint award; or a joint award may be attached to a programme provided by a single provider or may be attached to a programme jointly provided by a consortium of providers<sup>10</sup>.

### 2.2

This policy supplement covers all developmental and operational stages of a planned or existing collaborative programme and/or joint awarding arrangement.

### 2.3

This supplement also covers programmes and awards which were originally developed and accredited/validated as single-provider programmes or single awards by one of the partner providers, and subsequently converted for joint delivery and/or joint awarding by a national or transnational consortium which includes Cork Institute of Technology.

Any such converted programme or award requires re-accreditation/revalidation as a collaborative programme or joint award as appropriate. Where a programme leading to an award was originally developed and validated by Cork Institute of Technology (or another HETAC provider) under delegated authority, authority to make the associated award reverts back to HETAC on conversion into a collaborative programme/joint award and validation must be re-applied for by the consortium of providers.

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<sup>7</sup> For the purposes of this policy supplement, **collaborative provision of a higher education programme** in line with Section 2.1.1 of HETAC, *Policy for collaborative programmes, transnational programmes and joint awards* (December 2008) means provision of a programme of higher education and training in which Cork Institute of Technology is involved with one or more other providers by formal agreement. The term **"collaborative programme"** shall be construed as an instance of such provision.

<sup>8</sup> For the purposes of this document, the interpretation of **joint award** adopted by HETAC in Section 4.1.1 of its *Policy for collaborative programmes, transnational programmes and joint awards* (Dec. 2008) applies.

<sup>9</sup> For the purposes of this policy supplement, the interpretation of **accreditation** and **validation** adopted by HETAC in Section 1.2 of *Policy for collaborative programmes, transnational programmes and joint awards* (Dec. 2008) applies.

<sup>10</sup> Any references to **"collaborative programmes or joint awarding arrangements"** or similar throughout this document shall therefore be taken to mean any arrangement which falls within the interpretation of **EITHER OR BOTH** of these types of collaboration.

## 2.4

Conversion of a single-provider programme into a collaborative programme may have implications for the continuing recognition/accreditation of the programme with the relevant professional or regulatory bodies within or outside of Ireland. It is therefore imperative that the relevant bodies are kept abreast of any plans to convert/revalidate a recognised or accredited programme, and are afforded opportunities to provide input as appropriate. In some cases, the provider consortium may have to re-apply for professional or regulatory body accreditation/recognition of the converted collaborative programme.

For these reasons, any potential impact on professional body recognition needs to be investigated at an early stage of the conversion process (see 5.1 on the Outline Statement), to ensure the proposed collaborative arrangement is in the best interest of learners.

## 2.5 Provider Range Covered

This policy supplement covers collaborative programme provision or joint awarding arrangements between Cork Institute and Technology and the following types of partner organisation, both within and outside of Ireland:

- a. Public higher education providers;
- b. Accredited private<sup>11</sup> higher education providers;
- c. Selected accredited providers of other types of education and training with the capacity to act as co-provider of a higher education programme in the context of consortium provision;
- d. Selected non-academic / non-educational organisations with the capacity to act as co-provider of a higher education programme in the context of consortium provision.

## 2.6 Arrangements Not Covered

The following provision types or arrangements which Cork Institute of Technology engages in, or may engage in at a future point in time, do NOT come within the scope of this policy supplement:

- a. Out-centre provision<sup>12</sup>
- b. Branch campus provision within Ireland<sup>13</sup>

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<sup>11</sup> **Accredited** here and in the following section 2.5.c shall be understood as holding current accreditation from a recognised external accreditation agency.

<sup>12</sup> **Out-centre provision** means provision of a CIT programme, delivered, overseen and quality assured by CIT and leading to a CIT or HETAC award, in a facility in Ireland other than the Institute's main and constituent college campuses and which involves a separate named local agency in the provision and maintenance of local teaching facilities, learning resources and learner supports on behalf of CIT.

<sup>13</sup> **Branch campus provision** is understood as provision of a CIT programme, delivered, overseen and quality assured by CIT and leading to a CIT or HETAC award, on a campus other than the Institute's main and constituent college campuses, and where programme delivery as well as the provision and maintenance of local teaching facilities, learning resources and learner supports are carried out by CIT.

- c. Arrangements for transnational staff and student mobility e.g. under the European Commission's Lifelong Learning Programme (ERASMUS, LEONARDO or GRUNDTVIG)

### 2.7 Excluded Arrangements

Under the terms of this policy supplement, Cork Institute of Technology shall not enter into the following arrangements:

- a. 'Serial collaborations'<sup>14</sup>
- b. Joint awarding arrangements with organisations whose primary function is not provision of programmes of higher education and training
- c. Arrangements for collaborative provision of programmes of higher education and training in which CIT does not act as provider or co-provider

### 2.8 Programmes Delivered Through Blended, Distance and/or E-Learning Mechanisms

Collaborative programmes or joint awarding arrangements delivered predominantly or exclusively through blended, distance and/or e-learning mechanisms give rise to a number of concerns which do not arise to the same extent, or at all, for campus-based programmes largely built around traditional 'face-to-face' delivery.

These concerns require appropriate consideration throughout the gestation of a proposed collaborative arrangement, particularly when drawing up the detailed provisions governing the establishment, operation and quality assurance of a distance or e-learning programme.

Significant aspects specific to such programmes which may require particular attention in the context of collaborative provision or joint awarding arrangements are set out in Appendix I.

### 2.9

HETAC policy on collaborative programmes explicitly disallows any further delegation of delegated authority, thereby prohibiting 'serial collaborations'. This should be borne in mind in due diligence searches (see Para. 4), particularly with regard to potential partners whose financial, legal and academic capacity has not yet been established.

*[Back to top]*

## 3. Transnational Collaborations - Precepts

Transnational collaborations carry a number of specific requirements over and beyond those which need to be met in the context of national collaborations:

- a. A need to reconcile different legal and regulatory frameworks;
- b. A need to involve all relevant national statutory, awarding and quality assurance agencies operating in the country of each partner provider in the establishment,

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<sup>14</sup> **Serial collaborations** are defined as instances where CIT would enter into a collaborative arrangement with a partner organisation which, in turn, would use that arrangement as a basis for establishing collaborations of its own with third parties.

accreditation/validation and quality assurance, as appropriate, of the collaborative arrangement<sup>15</sup>;

- c. A need to develop specific, robust, operable and sustainable oversight and quality assurance mechanisms where co-providers are judged to be physically or culturally remote;
- d. A need to safeguard the quality of the education and the standard of the awards in cases where a programme, learner support and/or assessment are wholly or partially provided in a language different from the languages in which CIT normally operates (that is, English and Irish).

### 3.1 Examination in Languages Other than English or Irish

In cases where the assessment of learners in a language other than English or Irish is unavoidable, CIT will need to implement appropriate procedures to assure itself of the continuing availability of external examiners who are both able to work easily in all the languages concerned and fully trained to perform their role effectively.

### 3.2 Assessment of Work in Translation

Any intervention between the examiner(s) and the work produced by the student, such as language translation, significantly increases the risk to the reliability and validity of the judgement about student achievement and shall not normally be permitted.

In exceptional cases where the use of translations of student work by internal and/or external examiner(s) is deemed unavoidable in the context of transnational collaborative programme provision, permission to use such translations is required from the CIT Academic Council on a case-by-case basis. Permission may only be granted by Council where it can be clearly shown by the proposers that students are neither advantaged nor disadvantaged by the translation of their work.

*[Back to top]*

## 4. Initiation of Collaborative Programmes and Joint Awards

It is recognised that collaborative provision and joint awarding arrangements may arise from a multiplicity of sources, including strategic alliances between higher education providers, the emergence of common teaching or research interests in different institutions, and staff mobility schemes.

However, in order to ensure maximum benefit to Cork Institute of Technology and its partner providers, collaborative programmes and joint awarding arrangements need to be developed, governed and managed strategically and systematically and in full integration with the overall strategic goals and development plan of the Institute.

Therefore, any planned collaborative venture between Cork Institute of Technology and other national as well as transnational providers shall be notified to the Institute Executive through the Head of Faculty/College and requires a positive recommendation from the Executive, based

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<sup>15</sup> In the absence of delegated authority, HETAC is required to be involved in the establishment/approval and quality assurance of all transnational collaborations involving CIT and the accreditation/validation of any associated programme. In a delegated authority context, the conditions attached to such delegated authority must be observed.

on the findings of a due diligence search, prior to the drafting of a Joint Awarding Agreement and/or Consortium Agreement as appropriate.

#### 4.1 Outline Statement

In order to determine the appropriate scope and detail of a due diligence search (see Para. 6) and subsequently the potential for further development, the Institute Executive requires clarity on how the envisaged collaboration will impact on CIT.

Notification of a planned collaboration to the Institute Executive therefore entails submission of an outline statement on the parameters of the proposed arrangement.

The outline statement needs to set out what the collaboration will entail in terms of:

- a. strategic justification;
- b. negotiation and development;
- c. management and/or oversight;
- d. quality assurance;
- e. nature and ownership of programmes and awards;
- f. delivery and assessment mechanisms;
- g. professional / regulatory body recognition and accreditation;
- h. learner entitlements; and
- i. business case and estimate of costs.

While the individual points do not require elaboration in detail, the outline statement needs to provide a sufficient amount of information on each point to allow for an informed decision on the part of the Executive.

*[Back to top]*

## 5. Due Diligence

An effective system of internal control is an important feature of modern governance for a higher education institution, with risk management a foremost concern. CIT's *Risk Management Policy* (Cork Institute of Technology, 2010) provides a framework for risk identification and assessment as well as for the development of strategies to assure the achievement of the Institute's strategic objectives.

Collaborative provision and joint awarding arrangements open up exciting opportunities for growth and development, but also carry risks for the financial, legal and academic integrity and good standing of an institution and the well-being of its learners and staff. Before entering into any collaborative venture, it is therefore good practice for an institution to implement strategies designed to provide reasonable assurance that the associated risks can be obviated or minimised.

The main strategy to be employed in Cork Institute of Technology for the management of risk arising from any planned collaborative arrangement is a due diligence search.



### 5.1 Purpose of a Due Diligence Search

The purpose of a due diligence search is to

- a. identify and assess the risks arising from the proposed collaboration;
- b. ensure the collaboration does not expose CIT and its learners to unacceptable risk; and
- c. clearly define the nature, magnitude and likely persistence of, and most suitable management strategy for, any acceptable risks.

### 5.2

The risks incurred will depend on the exact nature of each collaborative venture. Risks may vary even in cases where most of the variables remain the same, e.g. where a known partner provider wishes to enter into a new type of collaboration.

Once the parameters of the proposed collaboration have been sufficiently well determined in the outline statement (see Para. 4.1 above), the necessary scope and level of detail of a due diligence search in five risks areas can be determined. The risk areas to be assessed are:

- a. financial risks;
- b. legal risks;
- c. operational risks;
- d. academic risks; and
- e. reputational risks.

Significant recurrent aspects which may need to be included in a consideration of each area are listed in Appendix II below.

### 5.3 Initiation of a Due Diligence Search

The necessary extent of a due diligence search for a particular proposed collaboration will be determined by the Institute Executive following consideration of the parameters of the proposed collaboration. The Executive will then initiate the search with the appropriate Institute functions.

### 5.4 Conduct and Oversight of a Due Diligence Search

Overall oversight over the due diligence search related to a proposed collaborative arrangement remains with the Institute Executive.

#### 5.4.1

Executive responsibility for the conduct of due diligence enquiries into Financial and Legal Risks will normally lie with the Office of the Vice-President for Administration and Finance, unless otherwise determined by the President.

#### 5.4.2

Executive responsibility for due diligence enquiries into Academic Risks will normally lie with the Office of the Registrar & Vice-President for Academic Affairs, unless otherwise determined by the President.

#### 5.4.3

Responsibility for due diligence enquiries into Operational and Reputational Risks will be determined by the Institute Executive on a case-by-case basis, depending on the nature of the potential risk.

#### 5.4.4

Given the developmental nature of the proposed collaboration, due diligence enquiries should normally be carried out in consultation with the CIT proposers, and in a manner appropriately respectful of both the proposed partner and the preliminary stage of the discussions.

#### 5.4.5

Where the proposal for a collaborative arrangement arises from within an Institute function which normally carries executive responsibility for due diligence, the allocation of particular due diligence enquiries should be informed by the need to safeguard the independence of the due diligence process.

### 5.5 Outcome of a Due Diligence Search

The outcomes of the due diligence search will be reported to the Institute Executive in the first instance. Based on these outcomes, the Executive will issue a recommendation on the further development of the proposed collaborative arrangement. The Executive may recommend that development of the arrangement should be progressed or terminated or that the parameters of the arrangement should be modified. The Executive will notify the CIT proposers of the reasons for its recommendation through the faculty / college structure.

Where the Institute Executive has recommended that the proposed collaboration should be further developed, the CIT proposers in conjunction with the proposed partners should commence preparation of a detailed Consortium Agreement as appropriate. In parallel, the appropriate Institute functions should also engage with the proposed partners and any relevant external awarding or quality assurance agencies (including HETAC) on the establishment where necessary of an institutional framework for the proposed collaboration, in line with HETAC policy and the provisions of this policy supplement.

Where the Institute Executive has recommended that a proposed collaboration should not be pursued, it would normally fall to the proposers to transmit this decision to the proposed partner.

*[Back to top]*

## 6. Formal Agreement of Collaborative Programmes and Joint Awarding Arrangements

The provisions governing the establishment, operation, quality assurance and termination of a collaborative programme or joint awarding arrangement between Cork Institute of Technology and its partner provider(s) shall be formally set out and agreed between the partner providers and other relevant agencies prior to the accreditation/validation of the associated programme(s) and the commencement of the collaborative activities.

### 6.1 Approval of Formal Agreements by Academic Council and Governing Body

Within CIT, formal agreement of a collaborative programme or joint award between Cork Institute of Technology and other providers regarding collaborative provision and joint awards entails the formal approval of the Governing Body, on the recommendation of the Academic Council.

#### 6.1.1

Academic Council approval of a formal agreement may be delegated by Council to its Executive Committee if:

- a. a comparable formal agreement already exists with the same partner provider within Ireland, *OR* exists for a programme at the same NFQ level in the same field with the same partner provider transnationally; *AND*
- b. there are no material differences between the existing agreement and the agreement to be entered into.

### 6.2 Formal Agreement of Collaborative Programmes Leading to Single Awards<sup>16</sup>

The provisions governing the establishment, operation, quality assurance and termination of a collaborative programme leading to a single award shall be formally established and set out in a ***Consortium Agreement***.

Consortium Agreements for collaborative programmes leading to single-provider awards shall be drawn up in line with the guidelines on drafting Consortium Agreements in the Appendix of HETAC's *Policy for collaborative programmes, transnational programmes and joint awards* (December 2008).

As a norm, the provisions of the Consortium Agreement shall be specific and detailed and shall not presuppose or require familiarity with any other regulations, standards or policy provisions in force in CIT or within the partner organisation. However, where particular provisions follow approved quality procedures and arrangements of one of the partner providers, it shall be permissible to refer to the relevant section(s) in that partner's current approved quality documentation. A copy of this documentation should be appended to the Consortium Agreement, or an electronic link included, as appropriate.

The Consortium Agreement for a collaborative programme leading to single awards requires the following signatories:

- a. The Chief Officer (or her/his legally empowered representative) of each collaborating institution;
- b. The Chief Officer (or her/his legally empowered representative) of every awarding and quality assurance body the involvement of which is required.

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<sup>16</sup> A ***Single Award*** shall be understood to be an award made singly by one of the providers in a consortium. This includes single awards made by Cork Institute of Technology under delegated authority.

### 6.2.1 Formal Agreement of Collaborative Programmes Leading to Multiple or Joint Awards Made by Partner Providers

In cases where a collaborative programme involving Cork Institute of Technology leads to a multiple or joint award made by some of the partner providers in the consortium in an awarding arrangement where CIT and HETAC are *not* parties to the making of the award, for the part of CIT it shall be sufficient that the formal agreement be set out in a Consortium Agreement as per the provisions for collaborative programmes leading to single awards in 6.2 above<sup>17</sup>.

The Consortium Agreement for programmes leading to multiple or joint partner provider awards may however include more detailed provisions regarding the awarding arrangement than the formal agreement of single-award programmes, or a separate joint awarding agreement may be drawn up between the awarding partner providers or bodies to which CIT may or may not be a party.

## 6.3 Formal Agreement of Joint Awards

### 6.3.1 Role of HETAC

The authority to establish and make awards arising from joint awarding arrangements between Cork Institute of Technology and other providers both nationally and transnationally resides with HETAC, even in areas where CIT has delegated authority to make single awards in its own name. Subsequent to the establishment of a joint award between HETAC and any relevant awarding institutions and bodies<sup>18</sup>, HETAC may delegate authority for the making of that award and the establishment of further joint awards with the same partner providers to CIT, as per Section 4.6 in HETAC, *Policy for collaborative programmes, transnational programmes and joint awards* (December 2008).

HETAC is therefore a requisite party to the establishment and formal agreement of any new joint award arising from a collaboration involving Cork Institute of Technology, except where CIT has specifically received delegated authority for the establishment of joint awards with a particular partner provider.

### 6.3.2 Memoranda of Agreement for Joint Awards

The provisions governing the establishment, operation, quality assurance and termination of a programme leading to a joint award shall, as a rule, be formally established and set out in TWO separate but complementary memoranda of agreement, a **Joint Awarding Agreement** AND a **Consortium Agreement**.

### 6.3.3 Joint Awarding Agreement (JAA)

The Joint Awarding Agreement (JAA) for a joint award sets out the provisions governing the institutional relationship established and agreed between the partner providers and any relevant awarding or quality assurance bodies including HETAC for entering into, operating and terminating the joint

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<sup>17</sup> It should however be noted that Section 25 (2) of the *Qualifications (Education and Training) Act 1999* requires that CIT apply to HETAC for validation of such programmes *or* have delegated authority therefor.

<sup>18</sup> Following requisite approval of any such institutions and bodies by the NQAI as per the functions of the Authority set out in the *Qualifications (Education and Training) Act 1999*.

awarding arrangement, as well as the regulations and processes for the making and conferring of awards, the principles governing the accreditation/validation and re-accreditation/re-validation of programmes and the issuing of results.

The JAA provides the institutional parameters with which the detailed programme-level regulations of the Consortium Agreement must dovetail. The Joint Awarding Agreement establishes the overarching framework for the Consortium Agreement, which in turn sets out the specific arrangements for delivery, assessment and quality assurance of a programme leading to a joint award. As a rule, the Joint Awarding Agreement should be in force prior to sign-off on the Consortium Agreement.

The JAA shall be drawn up in accordance with the guidelines on drafting joint awarding agreements contained in HETAC's *Policy for collaborative programmes, transnational programmes and joint awards* (December 2008), Section 4.5 and Appendix.

The JAA requires the following signatories:

- a. The Chief Officer (or her/his legally empowered representative) of every awarding and quality assurance body the involvement of which is required;
- b. The Chief Officer (or her/his legally empowered representative) of each collaborating institution.

#### 6.3.4 Consortium Agreement for Programmes Leading to Joint Awards

The Consortium Agreement for a programme leading to a joint award specifies all regulations and provisions governing the accreditation/validation, operation, quality assurance and learning experience of the programme leading to the joint award. As a minimum, it needs to include:

- a. A specification of the Marks & Standards and any other regulations governing assessment and examination;
- b. Procedures and processes for programme management, operation and quality assurance (including appropriate mechanisms for the involvement of learners);
- c. Examination appeals procedures and disciplinary processes;
- d. Entitlement of learners on the programme leading to the joint award;
- e. Provisions and operating procedures for access, transfer and progression, including the recognition of prior learning where applicable;
- f. Provisions regarding programme learning resources and learner supports where applicable;
- g. Delivery systems where applicable; and
- h. Any other pertinent provisions referenced by HETAC guidelines on drafting Consortium Agreements for collaborative programmes which have not been covered in the Joint Awarding Agreement.

The provisions of Consortium Agreements for joint awards shall normally be specific and detailed. Where particular provisions follow approved quality procedures and arrangements of one of the partner providers, it shall be permissible to refer to the relevant section(s) in that partner's current approved quality documentation. A copy of this documentation should be appended to the Consortium Agreement, or an electronic link included, as appropriate.

The Consortium Agreement for a joint award shall be signed by:

- a. The Chief Officer (or her/his legally empowered representative) of each collaborating institution;
- b. the head of the discipline area / head of function responsible for operating and overseeing the programme leading to the joint award (or her/his representative) in each collaborating institution.

#### 6.3.5

In cases where a specific joint awarding arrangement arises from a well-established external programme framework which requires the formal agreement to be set out in a format divergent from that determined in 6.3.2 above (including ERASMUS MUNDUS), it shall be ensured that all provisions and points of information inclusion of which is required by this policy supplement are clearly and unambiguously set out either in the main body of the agreement or in supplementary documentation as necessary.

*[Back to top]*

## 7. Alignment with CIT Regulations, Systems and Practices

As a rule, it shall be expected that the provisions governing the collaborative programme or joint awarding arrangement as set out in the Joint Awarding Agreement and/or Consortium Agreement shall align themselves as far as possible with the current regulations, systems and processes operating in Cork Institute of Technology, including in particular CIT's Academic Quality System and the CIT Regulations for Modules and Programmes (Marks and Standards).

### 7.1 Harmonisation of Regulations, Systems and Processes between CIT and Partner Providers

It is however recognised that collaborative programmes and joint awarding arrangements (particularly in the context of transnational collaborations) entail a high level of institutional cooperation and are likely to require harmonisation and reconciliation of the regulations and systems of each collaborating provider. Accordingly, a Consortium Agreement with another provider may contain provisions which differ from CIT standard practices, regulations and quality systems. This is permissible if:

- a. the provisions of the Consortium Agreement do not contravene the statutory obligations of Cork Institute of Technology including those arising from the *Qualifications (Education and Training) Act 1999* and the *Institutes of Technology Act 2006*; AND

- b. the provisions of the Consortium Agreement do not contravene the conditions attached to the continued delegation of authority to Cork Institute of Technology to make awards; *AND*
- c. the provisions of the Consortium Agreement are adequately aligned with the National Framework of Qualifications and relevant related NQAI and HETAC policies and standards, including NQAI policy on access, transfer and progression and the HETAC award standards; *AND*
- d. the provisions of the Consortium Agreement overall are balanced in such a way as to ensure the fair and equitable treatment of learners on the collaborative programme(s) as against other learners on comparable single-provider programmes offered by either CIT or by the other provider(s), where applicable; *AND*
- e. any significant divergences from CIT standard practices, systems or processes have been specifically notified to and recommended by the Academic Council and approved by the Governing Body of Cork Institute of Technology.

## 7.2

Cork Institute of Technology shall notify its partner providers in a collaborative or joint awarding arrangement of any material changes to its standard practices, regulations or quality systems as soon as is practicable. Equally, it shall be requisite on the other consortium provider(s) to notify Cork Institute of Technology of any material changes to their standard practices, regulations or quality systems as soon as is practicable.

Any revisions to a Joint Awarding Agreement and/or Consortium Agreement between Cork Institute of Technology and other providers necessitated by such changes shall be made in accordance with the provisions of this policy supplement.

Any such revisions require the approval of the CIT Governing Body, on the recommendation of Academic Council, and may also need the approval of other awarding or quality assurance bodies where these are a required party to the collaborative agreement.

## 7.3 Principles and Practices for the Harmonisation of Regulations, Systems and Processes between Partner Providers

The degree to which the regulations and systems of collaborating providers require harmonisation depends on a large number of variables, including the precise nature of the envisaged collaboration and the extent of the systematic divergences. As a rule, greater divergence entails greater risk, both for the successful establishment and operation of a collaborative venture and the good standing of the partner institutions.

Appropriate risk identification through a conscientiously conducted due diligence search is therefore an essential prerequisite for any attempt at harmonisation.

The following principles and practices shall guide the harmonisation of regulations and systems:

### 7.3.1 Agreement on Shared Educational Principles

For collaborations with new partner providers in particular, it is recommended that the partner institutions should agree on a shared set of core educational principles to frame and guide collaborative provision from the outset. These principles need to be compatible with and give due consideration to the mission and vision, statutory role and educational philosophy of each partner institution and may in turn serve to steer decisions on individual provisions of the collaborative agreement.

Where it is not possible to arrive at a shared set of educational principles, the capacity of the intended partner institutions to engage in the envisaged collaboration may be limited and should be carefully reviewed.

### 7.3.2 Agreed Definitions of Core Terms (Terminological Glossary)

To avoid misinterpretation of central concepts and principles, the precise scope and meaning of all core terms in the usage of each partner institution should be reviewed and established before the exact detail of the collaborative arrangement is worked out. This is particularly important for widely used terms, where differences in the exact usage between institutions may more easily go unnoticed.

Following this review, shared definitions of all core terms used in the context of the collaborative arrangement should be agreed. These definitions should be set out explicitly and clearly in a terminological glossary included with the Joint Awarding Agreement and/or Consortium Agreement. The shared definitions need to take account of any standardised definitions in relevant external statutes or policy documents.

### 7.3.3 Collegiality and Partnership

Notwithstanding the fact that one of the partner institutions may take the lead in some aspects of the collaboration, such as delivery or quality assurance, the reconciliation of divergent regulations and systems should be conducted in a spirit of collegiality, partnership and mutual respect.

### 7.3.4 Greatest Learner Benefit

Where divergent practices need to be reconciled, the final decision on any and all provisions of the collaborative agreement should be informed by the principle of greatest benefit to the learner as determined by reference to the shared educational principles of the partner institutions (see Para. 7.3.1 above). This determination should give due regard to the overarching need to protect the academic standard and quality of the collaborative programme and associated award and the need to safeguard equity of treatment for learners across all programmes provided or awarded by CIT or by a provider consortium of which CIT is a part (see Para. 7.1.d above).

*[Back to top]*



## 8. Academic Quality Assurance of Collaborative Programmes and Joint Awards

The principles and arrangements for the academic quality assurance of collaborative programmes or joint awards involving Cork Institute of Technology shall be specified in the Joint Awarding Agreement and/or Consortium Agreement (see Para. 6.2 and 6.3 above) and shall encompass provisions for programme accreditation/validation as well as for the ongoing monitoring and periodic review of the collaborative programme or programme leading to the joint award.

All procedures for the quality assurance of collaborative programmes or joint awards as set out in the Consortium Agreement shall be established in accordance with HETAC's *Policy for collaborative programmes, transnational programmes and joint awards* (December 2008), with particular reference to Sections 2.3 – 2.5, 3.3 – 3.5, and 4.3 – 4.5.

### 8.1 Oversight of Academic Programme Quality Assurance for Collaborative Programmes and Joint Awards

Within CIT, oversight of academic quality assurance for collaborative programmes and joint awards lies with the Office of the Registrar and Vice-President for Academic Affairs. The Registrar's Office shall exercise this oversight in consultation and/or collaboration with the relevant quality assurance offices of the partner provider or consortium of providers and with any relevant external quality assurance agencies as appropriate.

*[Back to top]*

## 9. Accreditation/Validation of Collaborative Programmes and Joint Awards

### 9.1 Accreditation/Validation of Collaborative Programmes Leading to Single Awards

For the accreditation/validation of collaborative programmes leading to single awards within Ireland, Section 2.5 of HETAC's *Policy for collaborative programmes, transnational programmes and joint awards* (December 2008) applies.

### 9.2 Accreditation/Validation of Transnational Collaborative Programmes

Where a transnational collaboration is proposed, HETAC will normally seek to put in place appropriate agreements on shared external quality procedures with the relevant external quality assurance agencies in the country/jurisdiction of each transnational partner provider(s), which can include provision for the accreditation/validation of a transnational collaborative programme.

With regard to the application for accreditation/validation of a transnational collaborative programme involving Cork Institute of Technology, Section 3.5 of HETAC's *Policy for collaborative programmes, transnational programmes and joint awards* (December 2008) applies.

### 9.3 Accreditation/Validation of Joint Awards

In the case of proposed joint awards involving CIT, a joint awarding agreement between HETAC and the relevant awarding institutions and bodies as set out in a Joint Awarding Agreement should as a rule be in place prior to application of the provider or consortium of providers for accreditation/validation of the programme leading to the joint award (see Para. 6.3.1 above).

With regard to the application for accreditation/validation of a joint award, Section 4.5 of HETAC's *Policy for collaborative programmes, transnational programmes and joint awards* (December 2008) applies.

[\[Back to top\]](#)

#### 10. Process for Accreditation/Validation of Collaborative Programmes or Joint Awards – Precepts

It is important to bear in mind that the accreditation/validation process for a programme leading to a joint award in particular are likely to deviate from CIT's or HETAC's standard processes. A bespoke process may be agreed with another awarding body, and this process would be set out in the Joint Awarding Agreement, so that a fixed model cannot be prescribed.

However, it is possible to derive from the mission, institutional role and educational aims of Cork Institute of Technology a number of precepts for the accreditation/validation of collaborative programmes or programmes leading to joint awards between CIT and its partner providers as follows:

##### 10.1 Aims of the Programme Accreditation/Validation Process

Accreditation/validation of a collaborative programme or programme leading to a joint award is the process whereby all relevant parties aim to satisfy themselves as to the quality and academic standards of the proposed programme, so that learners may attain the standard of knowledge, skill and competence specified for the award and the attendant capacity for participation in professional and academic life.

##### 10.2 Self-Evaluation and Peer Review

The procedures for accreditation/validation shall include self-evaluation of the proposed programme by the consortium of partner providers and independent peer accreditation/validation review of the proposed programme by a panel of reviewers jointly appointed by all validating bodies, based in each case on a set of agreed criteria.

##### 10.3 Programme Submission

The self-evaluation of a proposed programme shall be set out in a programme submission which shall contain, as a minimum, the programme specification (including programme outcomes, schedules and detailed module/subject descriptors) and such other detailed information on the programme and its context (including legislative/regulatory as appropriate), associated resources and supports, and intended learner experience as to allow for a full and satisfactory review based on the criteria agreed.

All statements and projections should be supported by valid, reliable and sufficiently verifiable data. There should be evidence of appropriate consultation with relevant stakeholders, in particular learners and representatives of industry/the professional field.

##### 10.4 Independent Peer Review

In line with HETAC policy, the independent peer accreditation/validation review of a proposed collaborative programme or programme leading to a joint award shall be conducted by an appropriately composed, representative panel of suitably qualified independent experts.

Of these, *AT LEAST*

- a. one academic expert *AND*
- b. one expert drawn from industry/the professional field

shall be external to any of the institutions and bodies involved with the accreditation/validation.

Notwithstanding the exact review mechanism agreed, the peer evaluation of the independent expert panel shall carry decisive weight with regard to the overall recommendation on accreditation/validation of the collaborative programme or joint award to the relevant accrediting/validating body or agency.

#### 10.5 Certificate of Programme Approval

In accordance with HETAC policy, each accredited/validated collaborative programme and joint award shall have a certificate of programme approval specifying inter alia:

- a. the programme title;
- b. the award title(s);
- c. the awarding bodies;
- d. the providers;
- e. the approved locations of provision;
- f. the credit awarded;
- g. the award level on the National Framework of Qualifications and any other relevant qualifications frameworks, such as the European Qualifications Framework.

*[Back to top]*

### 11. Process for Ongoing Monitoring of Collaborative Programmes and Joint Awards - Precepts

In keeping with the principles expressed in Section 10 above, and giving due regard to possible divergences in the monitoring requirements of different instances of programme delivery if any, any procedures agreed for the ongoing monitoring of collaborative programmes and joint awards between Cork Institute of Technology and a partner provider shall conform to a number of common precepts as follows:

#### 11.1 Programme Feedback Mechanism

Any procedures established between the partner providers for the ongoing monitoring of a collaborative programme or programme leading to a joint award shall include an appropriate, formal mechanism for eliciting feedback on the operation and quality of the programme from learners, graduates and industry/the professional field, as well as from external examiners where appropriate.

Programme feedback sought should include appropriate feedback on academic quality and standards (including delivery) as well as on learning resources and student supports.

### 11.2 Programme Monitoring Report

At agreed intervals significantly shorter than those set for the periodic review of a programme, the programme board (or equivalent) for a collaborative programme or programme leading to a joint award shall prepare a report on the status and operation of the programme. As a minimum, this report shall comment on:

- a. Indicators of programme performance (including enrolments, learner performance, graduate destinations);
- b. Programme feedback sought and received;
- c. Operational issues arising; and
- d. Any other arising circumstances with a significant effect, existing or foreseeable, on the operation, quality and standards of the programme.

All statements should be supported by valid, reliable and sufficiently verifiable data.

A summary record of programme board activity during the reporting period shall also normally be included.

The programme monitoring report shall be signed off by the person(s) with executive responsibility for operating and overseeing the collaborative programme or joint award in each of the collaborating institutions.

Within Cork Institute of Technology, copies of the programme monitoring report shall be forwarded to the Office of the Registrar & Vice-President for Academic Affairs as well as to the appropriate Faculty Board(s) of Studies. A summary of findings shall be notified to the CIT Academic Council, and shall be notified to the Institute Executive where appropriate.

*[Back to top]*

## 12. Process for Periodic Review of Collaborative Programmes and Joint Awards – Precepts

In keeping with the principles expressed in Section 10 above, any procedures agreed for the periodic review of collaborative programmes and joint awards between Cork Institute of Technology and a partner provider shall conform to a number of common precepts as follows:

### 12.1 Aims of Periodic Review

Periodic review is the process by which all relevant parties aim to satisfy themselves that the collaborative programme or programme leading to a joint award retains a sufficiently high quality, academic standard, professional and academic relevance, and alignment with current legislation and awarding/quality assurance body requirements to allow for a renewal of accreditation/validation for a period not exceeding five years.

### 12.2 Schedule of Periodic Reviews

As a norm, every collaborative programme and programme leading to a joint award shall undergo full review at set intervals of no more than five years from the last approval/validation of the collaborative arrangement.

Where considerably shorter intervals are envisaged for periodic review and programme re-accreditation/re-validation, the review mechanisms agreed should be such as to not put undue strain on the operations of Cork Institute of Technology or the partner provider(s).

### 12.3 Self-Evaluation and Peer Review

The procedures for the periodic review of a collaborative programme or programme leading to a joint award shall include self-evaluation by the consortium of partner providers and independent peer review by a panel of reviewers jointly appointed by all validating bodies, based in each case on a set of agreed criteria.

### 12.4 Periodic Review Submission

The self-evaluation of a programme for the purpose of periodic review and re-accreditation/re-validation shall be set out in a periodic review submission which shall contain, as a minimum:

- a. the current programme specification (including programme outcomes, schedules and detailed module/subject descriptors) and the proposed changes to the programme specification if any;
- b. an outline of any approved revisions to the programme or any of its component parts since the last approval/validation of the full programme specification; and
- c. such other detailed information on the programme and its operation, context (including legislative/regulatory as appropriate), associated resources and supports, and learner experience;

as to allow for a full and satisfactory review based on the criteria agreed.

All statements should be supported by valid, reliable and sufficiently verifiable data. There should be evidence of appropriate consultation with relevant stakeholders, in particular learners and representatives of industry/the professional field.

### 12.5 Independent Peer Review

In line with HETAC policy, the independent periodic peer review of a collaborative programme or programme leading to a joint award shall be conducted by an appropriately composed, representative panel of suitably qualified independent experts (including experts in regulatory and quality assurance processes as necessary).

Of these, *AT LEAST*

- a. one academic expert *AND*
- b. one expert drawn from industry/the professional field

shall be external to any of the institutions and bodies involved with the renewal of accreditation/validation.

Notwithstanding the exact review mechanism agreed, the peer evaluation of the external expert panel shall carry decisive weight with regard to the overall recommendation on re-accreditation/re-validation of the collaborative programme or joint award to the relevant accrediting/validating body or agency.

#### 12.6 Learner Involvement in Periodic Review

The mechanisms agreed for the periodic review of a collaborative programme or joint award shall make adequate provision for capturing the views of learners on the standard, quality and relevance of the programme, its associated resources and supports, and the learner experience. Where possible, the learner voice should also be represented on the review panel itself.

*[Back to top]*

### 13. Review of Policy Supplement on Collaborative Programmes and Joint Awards

The provisions in this policy supplement shall be reviewed from time to time by the Registrar's Office of Cork Institute of Technology. Any amendments or modifications require the approval of the CIT Academic Council.

#### 13.1

Amendments which affect the functions of Governing Body under this policy also require the approval of the CIT Governing Body.

*[Back to top]*

## Appendix I: Areas Requiring Particular Attention in the Context of Distance and E-Learning Programmes

Aspects which may require particular care and attention in the context of a programme delivered predominantly or exclusively through blended, distance or e-learning mechanisms include, but are not limited to:

1. Adequate learner guidance on the specific requirements of distance learning modes e.g. with regard to time management, required technologies and technical competences, communication modes and protocols, and participation in individual or group activities;
2. Clear learner guidance regarding periods of required or optional attendance at scheduled on-site events;
3. Minimum and optimum levels of technology available to learners;
4. Appropriate mechanisms and timeframes for learner familiarisation with, or training in, the relevant technologies (remotely or locally);
5. The provision and scheduling of adequate academic, technological and pastoral learner supports (remotely or locally);
6. The provision and scheduling of adequate opportunities for learner feedback on the programme (remotely or locally);
7. The quality of distance learning materials;
8. Adequate mechanisms for timely formative assessment and constructive individual feedback on student performance;
9. Clear learner guidance on the expectations for summative assessment;
10. The robustness and security of remote delivery systems for programme and assessment materials, and the provision of alternative delivery formats in case of a failure of the principal system;
11. Adequate mechanisms to confirm safe receipt of programme and assessment materials;
12. Adequate mechanisms for proper attribution of remotely delivered student work and for the prevention and detection of malpractice;
13. The assurance of adequate skills levels for staff involved in programme delivery, assessment, support and quality assurance, including appropriate technical competence and, where relevant, pedagogical expertise; and
14. Robust and workable quality assurance protocols and mechanisms.

For further guidance on the collaborative provision of distance and e-learning programmes, the code of practice for collaborative provision and flexible and distributed learning published by the UK's Quality Assurance Agency for Higher Education (QAA) is a useful reference<sup>19</sup>.

*[Back to top]*

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<sup>19</sup> The Quality Assurance Agency for Higher Education, Code of practice for the assurance of quality and standards in higher education. Collaborative provision and flexible and distributed learning (including e-learning) – Amplified version October 2010.

## Appendix II: Risk Areas Associated with Collaborative Arrangements

### 1. Financial Risks

It should be noted that due diligence enquiries regarding financial risks at the institutional level cannot and must not replace appropriate programme-level quality assurance processes.

Pertinent questions which may need to be considered in the context of a proposed collaborative arrangement include:

- a. Is the proposed partner organisation in good financial standing and financially stable?
- b. Does the proposed partner have the financial ability institutionally to discharge all responsibilities arising for it from the proposed collaboration for its duration?
- c. What are the financial contingency provisions of the proposed partner?
- d. Does the proposed partner have the financial ability to honour any indemnification agreements as appropriate?
- e. Does the proposed partner have the ability to enable completion of study by learners on cessation of the collaboration as appropriate?
- f. Does the proposed partner have appropriate safeguards in place against financial temptations which might compromise the quality and standards of any collaborative programme and, by extension, the academic integrity and reputation of CIT?
- g. Private / 'distant' transnational / non-educational / non-academic partners (including employers): Are there any features of the ownership structure, registration / incorporation, or range of business activities and interests which may impact CIT financially, legally and/or in terms of reputation if a collaboration was entered?

### 2. Legal Risks

Questions which may need to be considered include:

- a. Is the proposed partner in good public and legal standing in its own jurisdiction?
- b. Does the proposed partner have the capacity in law to enter into an agreement regarding the envisaged collaboration with Cork Institute of Technology? Do other legal entities need to be involved, and what is the nature and extent of the necessary involvement?
- c. Are there any legal or statutory requirements on the proposed partner institution which might impact on the collaborative arrangement or on the recognition of any awards made?
- d. Are there any significant differences in the legal standing and entitlements of learners in the proposed partner institution (vis-à-vis their standing and entitlements in CIT / Irish higher education institutions generally) which might impact the proposed collaboration?
- e. Transnational collaborations: What are the pertinent national legal and regulatory frameworks under which the proposed partner institution operates? What implications do these frameworks have for the envisaged collaboration? Are there legal impediments to CIT providing a collaborative programme in the



country/jurisdiction of the proposed partner provider? Is a licence or permission required from relevant national authorities?

- f. Transnational collaborations (esp. 'remote'): Will CIT be able, in the context of the envisaged collaboration, to operate within the legislative and cultural requirements of the country in question while still addressing the requirements and legitimate expectations of the academic, regulatory and cultural frameworks within which it operates by law and custom?
- g. Employers: What are the implications of a termination of employment for the legal standing of the work-based learners and for their ability to complete a collaborative programme and receive the award?

### 3. Operational Risks

Questions which may need to be considered include:

- a. Are there any circumstances in the operational environment of the proposed partner which may impact significantly on the operation of the collaborative arrangement or on the safety and well-being of the learners and staff members involved?

### 4. Academic Risks

As in Appendix II.1 above, due diligence enquiries regarding academic risks at the institutional level cannot and must not supplant the necessary programme-level quality assurance processes.

Questions which might need to be considered in an assessment of academic risks at the institutional level include:

- a. Is the proposed partner in good academic standing within its own country and internationally?
- b. Are the educational mission, ethos, objectives and methods of the proposed partner sufficiently compatible with those operated in CIT to allow for a successful collaboration?
- c. Transnational collaborations: Does the proposed partner have current recognition and accreditation at the appropriate level with the relevant national regulators/statutory bodies and quality assurance agencies, both institutionally and in the specific discipline area(s) targeted by the envisaged collaboration?
- d. Transnational collaborations: Are there any linguistic or cultural issues (e.g. lack of a sufficient level of mutual linguistic or cultural proficiency of the relevant staff in each partner institution) which might impact on the quality of the education or the standards of the awards of a collaborative programme?

### 5. Reputational Risks

Many of the academic, financial and legal risks arising may also have implications for the reputation and good standing of CIT if a collaboration was entered.

Questions which might need to be considered in an assessment of other reputational risks include:

- a. Are there any aspects of the proposed partner's profile, activities, or interests which might constitute a risk to the reputation and good standing of CIT?
- b. Are there any aspects of the proposed collaborative arrangement which might constitute a risk to the reputation and good standing of CIT if the collaboration was entered?

*[Back to top]*