



Protection of Enrolled Learners Policy for Linked and Collaborative Provision

Version 4.0

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QQI Act 2012

Under the Qualifications and Quality Assurance (Education and Training) Act 2012, Protection of Enrolled Learners (PEL) is now a requirement for all providers offering programmes of 3 months' duration or longer, where fees are charged (with the exception of certain public providers expressly exempt under the legislation). The Technological University Act 2018, amended to the 2012 QQI Act to exempt to specify Technological Universities as providers who are exempt from the specific requirement to put arrangements in place for PEL for programmes it delivers itself. However, TU Dublin commits to delivering or providing an equivalent programme of study to facilitate all registered students with an opportunity to complete their programme of study.

The arrangements for PEL is defined in Section 6, QQI 2012 Act.

The 2012 Act seeks to ensure that:

- Learners have the opportunity to complete a programme leading to an award or
- Learners are refunded the moneys most recently paid if a programme ends before they complete it, and
- Learners are provided with adequate and accurate information about the programme that they wish to pursue and about the protection in place for them in the event that the programme ceases prior to their completion.

Collaborative Provision

QQI protocols however require that Universities consider PEL implications when entering into collaborative and joint awarding arrangements and this should be addressed in contractual arrangements underpinning collaborations. TU Dublin has a responsibility to ensure that any learners enrolled on collaborative and joint programmes delivered in partnership with TU Dublin are delivered in accordance with the approved programme documents. Prior to approval / re-approval of a new programmes with Collaborative providers, the provider together with the host TU Dublin School must submit details in writing to Academic Affairs and the Partnership Office of arrangements to be put in place should the collaborative partner be unable to fulfill their obligations in relation to programme delivery. These arrangements must include alternative arrangements for the delivery of the programme and / or financial arrangements to cover the cost of this delivery or a refund of fees to enrolled learners (or those who have paid monies on behalf of enrolled learners).

In the case of international collaborative partners, TU Dublin recognizes that each international jurisdiction may have its own legislative and legal procedures for the Protection of Enrolled Learners. International collaborative partners will be required to submit details of any local Protection of Enrolled Learner requirements within their jurisdiction as part of initial programme documentation. The University will consider these requirements.

Linked Provider

Linked providers of TU Dublin unless named as exempt in 2012 QQI Act are required to put in place PEL provision and TU Dublin is required to ensure that this PEL is appropriate. For these linked

providers protection of learners is specifically defined within the Act for programmes of three months' duration¹ or more where fees have been paid by or on behalf of learners.

Prior to approval / re-approval of a new programme Linked providers must submit details in writing to the TU Dublin of arrangements in place for PEL which comprise:

- 1) An agreement between the provider of the programme and at least two other providers that an enrolled learner may transfer to a similar programme of those other providers.
- 2) Where the provider considers with the agreement of TU Dublin that it is not practicable to comply with the above requirement, the provider must submit to TU Dublin details of the financial arrangements that have been put in place which enable that provider to refund to an enrolled learner (or to the person who paid the moneys on behalf of the enrolled learner) the moneys most recently paid (i.e. for current academic year) for the programme concerned for:
 - a. Tuition Fees
 - b. Registration Fees
 - c. Examination Fees
 - d. Library Fees
 - e. Student Services Fees
 - f. Any other fees relating to the provision of education, training and relation services.This documentation should be accompanied by a letter from each relevant financial institution.

Linked providers must provide confirmation to TU Dublin that they have undertaken a due diligence exercise and have satisfied themselves that the PEL arrangements are adequate and meets their legal requirements in respect of PEL. They must confirm to TU Dublin that the alternative providers proposed:

- Are separate legal and financial entities from the linked provider
- Have the capacity to meet their obligations under the PEL arrangement
- Have specified the maximum number of learners that can be accommodated by each of the proposed alternative providers should the PEL arrangement be activated.

They must provide letters from the named alternate providers confirming the PEL arrangement. The evidence outlined above will be accepted in good faith by TU Dublin on the basis that full disclosure is made on the part of the linked provider of all information pertinent to the PEL arrangements and their potential effectiveness; the onus is on the linked provider to submit complete and accurate information in all cases. If it comes to the attention of TU Dublin that a linked provider has not disclosed all relevant information, or has deliberately withheld or misrepresented relevant information, the programme validation may be reconsidered.

Alternative Provision arrangements

¹ Duration refers to the period from the commencement of instruction to the point where learners have had the result of their assessment confirmed by the provider or they have been legitimately excluded from the programme.

If it is agreed that TU Dublin itself as part of the PEL arrangements will be an alternative provider for either a Collaborative / joint or linked provider as mentioned above, a comprehensive programme costings analysis must be undertaken by the relevant TU Dublin school and submitted through to the Partnership Office and Academic Affairs. This costing should include provision for teaching, use of facilities, acquisition of specialized equipment if applicable and all relevant consumables. This analysis will also include a commentary on whether the programme is within the skill set of TU Dublin to deliver and details of similar programmes currently running within TU Dublin that students may transfer onto. This analysis should also indicate where the funding to cover this alternative provision will be provided (e.g. School's self-generated income)

The agreement with all suggested alternative providers including TU Dublin, must outline the process to be followed should the protection of learners alternative provision need to be activated. This agreement will detail:

- How the alternative provider will be given access to learner records, including fee payment records and assessment material and any other resources that will be required to enable the alternative provider complete the delivery of the programme.
- Intellectual Property (IP) and data sharing issues, including compliance with current legislation

This should be resolved before the PEL arrangement is confirmed by the linked provider as part of their due diligence.

Refund of Fees:

When it is agreed that an agreement with alternative providers is not feasible or practicable and a refund of the year's fees is intended to be issued to the student by means of a Learner Protection Insurance Policy (in the event that the provider is unable to fulfill their obligations in relation to programme delivery), the **Outline Proposal Form** requires the provider to indicate what arrangements are proposed to ensure compliance with PEL and requires that the provider submit:

- a) A copy of letter of confirmation from the insurance company to the provider**, certifying that an appropriate policy for the target number of students, on the specified programme, is in place
- b) A copy of the Terms & Conditions of the policy.** These will be verified by the Secretary's Office (or equivalent) via TU Dublin's insurance broker and should specify a refund of fees only – not that the student will be placed at another College. The insurance broker's verification fee will be charged to the School presenting the proposal

Once a new MoA or an addendum to an existing agreement is signed and in place, upon registration of students with the provider, the provider must demonstrate to the School Liaison managing the agreement that individual policy letters have been issued, by the insurer, to each named student as soon as possible.

If such proof is not provided to TU Dublin, this may be indicative of a breach of the MoA and this matter should be raised immediately by the School Liaison to the relevant Faculty Management Team who in turn will raise the dispute procedures as specified in the MoA.

In the event that an alternative arrangement is an insurance policy to be put in place to provide for the refund of fees, the details of these arrangements should likewise be submitted to the Compliance Office (or equivalent) for full scrutiny and approval.

Exit Awards

In the design of all linked, joint and collaborative programmes, consideration should be given to the inclusion of exit awards for each stage of provision.

Programme Regulations

In the design of all linked, joint and collaborative programmes, consideration should be given to repeat attempt arrangements and specifying a maximum number of attempts at each assessment and a maximum timeframe for the overall completion of the programme.

Process for Approval of PEL Arrangements

When approving or reviewing a Collaborative or Linked Provider, the due diligence report requires that consideration is given to PEL.

The Programme Outline Proposal Form also requires confirmation of proposed PEL arrangements, including any projected cost to TU Dublin if arrangements are invoked.

When submitted the draft **Memorandum of Agreement (MoA) or addendum (in the case where an existing agreement is in place) should** include clauses on PEL, confirming compliance and confirming that the full details of this approved PEL policy are set out in the **Programme Documentation**. The Provider will also provide TU Dublin with details on how the Information to TU Dublin and the Information to Learners, as specified below will be made available.

Information to TU Dublin

In addition to the student handbook, programme documentation and annual monitoring reports specified in **TU Dublin's Quality Framework** for the validation of new programmes, each linked and collaborative provider must provide regular updates to TU Dublin on:

- Fees paid by students
- Students' registration status
- Any assessments undertaken and results
- Any changes to circumstances that may affect programme delivery

Information to Learners

The 2012 QQI Act requires that all providers make the below programme and award-related information available to learners prior to enrolling them or accepting payment for a programme. This information should be made publically available and accessible on the provider's website:

- 1) The name of the awarding body (or bodies) making the award
- 2) The title of the programme and the award to which it leads

- 3) Whether the award is recognized within the National Framework of Qualifications (NFQ) and if so:
 - a) The level of that recognition within the NFQ
 - b) Whether the award is a Major, Minor, Special Purpose or Supplemental award as identified within the NFQ
- 4) That successful completion of the programme by the learner does not lead to an award, but to a certificate of completion of similar, where that is the case
 - a) Where the provider is required to have procedures for access, transfer and progression in place under Section 56 of the 2012 Act, a statement of how those procedures apply to that programme.
 - b) The details of the arrangements for PEL that the provider has in place, in accordance with Section 65(4) of the 2012 Act, or where no PEL arrangements are in place, that this fact be made clear

All collaborative and linked providers need to provide to TU Dublin information on how and where this information will be made accessible to learners.