

7.1.1 Memoranda of Agreement (MOA)

The Memorandum of Agreement should assure that ‘on-the-job’ and ‘off-the-job’ training provision and associated services are provided in a streamlined manner and in compliance with QQI QA guidelines, awarding body requirements and the policies of the statutory regulator, funding bodies and with other parties with legitimate requirements.

7.1.2 General arrangements

- a) establish and specify the partnership/consortium (indicating the partners, including identifying the Coordinating Provider and the designated address for communication);
- b) ensure that processes are in place by which partners might leave the partnership and new partners might be admitted;
- c) ensure that the rights and obligations of all partners are clear;
- d) agree terms of MOA and MOU between Coordinating Provider and other partners;
- e) ensure that the nature of the services to be performed by each partner is clear;
- f) specify the scope of the agreement and the relevant programme and the award that it will lead to and the awarding body;
- g) establish the period of the agreement;
- h) establish the conditions under which the agreement will be reviewed and under which it will be renewed;
- i) provide for the amendment of the agreement;
- j) ensure that the entities (normally the Coordinating Provider and employers of apprentices) that learners can hold legally liable for any deficiencies in the provision of education and training, are made clear;
- k) specify any limitations on liability and provide for mutual indemnification;
- l) provide for the resolution of disputes arising in respect of the agreement;
- m) provide for the termination or suspension of the agreement (setting out the conditions under which this can be done) having regard for learners concerned;
- n) ensure that appropriate arrangements are in place for the protection of apprentices and in all cases for residual obligations to learners on termination of the agreement;

- o)* ensure that appropriate arrangements are in place for the protection of apprentices in cases where an individual partner cannot fulfil its obligations;
- p)* name the jurisdiction within which the agreement is enacted and should be interpreted;
- q)* ensure that a process is in place for addressing disputes in respect of the agreement, including any perceived breaches of the agreement and grievances by learners and involved employees;
- r)* oblige partners to participate in the programme review/accreditation/validation process required by the apprenticeship awarding body and to comply with any conditions that are attached to review/accreditation/validation;
- s)* establish quality assurance procedures for the programme and require partners to cooperate and participate in the quality assurance procedures and in related quality evaluations, whether internal or externally organised, while ensuring that quality assurance procedures applying to the collaborative programme are recognised as meeting the requirements of the awarding body;
- t)* provide for the apprenticeship awarding bodies to monitor the quality and standards of the programme and associated services;
- u)* collect and maintain the information required by external quality assurance agencies or for national or European agencies such as the Europass Diploma Supplement;
- v)* require that partners encourage and make provision for cooperation between their staff in respect of the programme.

7.1.3 Financial arrangements (subject to the terms and conditions of the relevant funding body)

- w)* specify the entity, normally the Coordinating Provider, that is accountable for the funds disbursed to the consortium;
- x)* state financial arrangements that
 - i)* address the distribution of any funds allocated to the programme;
 - ii)* assure each partner's capacity to account for income and expenditure involving the consortium;
 - iii)* meet all legal requirements in all of the involved jurisdictions;
 - iv)* make adequate provision for protection for learners as described under paragraphs m) and n).