



QQI

Quality and Qualifications Ireland  
Dearbhú Cáilíochta agus Cáilíochtaí Éireann

## QQI COMPREHENSIVE POLICY DEVELOPMENT PROGRAMME

# SUBMISSIONS

## WHITE PAPERS

### WHITE PAPER

Policy and Criteria for Provider Access to Initial Validation of Programmes Leading to QQI Awards

### WHITE PAPER

Regulations for Protection of Enrolled Learners: Implementation of Part 6 of the 2012 Act

### WHITE PAPER

Fees for QQI Services

## SUBMISSIONS

QQI received submissions by email from the stakeholders listed below.\*

- » City of Dublin Education and Training Board
- » The Clare Language Centre
- » Coaching Ireland
- » Dublin City University
- » Eden Hill Language & Equestrian Centre
- » English Language Academy
- » Federation of Irish Complementary Therapy Associations
- » First Polymer Training Skillnet
- » Galway Language Centre
- » Higher Education Colleges Association
- » Institute of Professional Training
- » Institute of Physical Therapy and Applied Science
- » Institutes of Technology Ireland
- » International School of Business
- » Irish University Association
- » Learning Languages International
- » Local Government Management Agency
- » Marketing English in Ireland
- » National Adult Literacy Agency
- » National College of Ireland
- » National University of Ireland
- » National University of Ireland, Maynooth
- » Seda College
- » Society of Chartered Surveyors
- » SQT Training
- » St Patrick's College, Drumcondra
- » Swan Training Institute
- » Trinity College Dublin
- » University College Cork

*\*Please note the responses on the following pages appear as received and have not been proofed/edited by QQI.*

**SUBMISSION BY:**

**City of Dublin Education and Training Board**

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## **City of Dublin Education and Training Board**

Good afternoon QQI,

I wish to respond briefly to the 3 White Papers policy documents recently received.

I am responding on behalf of CDETБ and I am happy that the response is placed in the public domain.

### **Provider Access to validation of Programmes:**

- I think the situation of the transition from the current situation to the new situation should be addressed. If it suddenly became necessary for CDETБ to apply for and document programme validation applications for all its current programmes, then I believe that would require extensive resources that CDETБ just does not have. Ideally current programmes that are validated should get automatic validation under the new procedures without the need for formal application.
- I don't see a statement or a guideline about the duration of programme validation. Such a statement or guideline would be helpful

### **Review of PEL**

- I understand from the policy that CDETБ would be exempt from the requirement to formally apply for PEL
- The main role for the ETБ will be as the alternative to other provider PEL applications. CDETБ will be anxious to support providers in this regard but two issues occur to me
  - The DES places a cap or limit on the number of places that are available at PLC level. A DES commitment to extend the cap in the event of a PEL activation would be helpful
  - The notion that CDETБ would support an alternative provider in a competitive marketplace needs some thought
- A key part of activity for CDETБ will be working with private contracted providers especially once the transition of the current FAS activity to CDETБ is completed. I believe that 2.1.4 which advises that a commitment to PEL is written into the contractual agreement should be stated as a requirement and not as a good practice.

### **FEES**

- The idea of single composite fee for an ETБ is a good one for an ETБ the size of CDETБ. The fact that the fees are agreed/approved with DES is a good one. A process where this fee can be paid with minimum administrative burden should be agreed
- The level of the fees is not specified. Obviously this will have a bearing on CDETБ's opinion of the fee policy. It will be necessary for CDETБ to pass on any fee agreed to the learners. There is already a €200 government charge to participating PLC students that is impacting on enrolment and participation levels in the PLC area
- Fee waivers should be widely applied particularly for return to education learners and corresponding programme activity.

Evan Buckley  
Education Officer

**SUBMISSION BY:**

**The Clare Language Centre**

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## The Clare Language Centre

Dear Mr Walsh,

I know that I am wasting my time writing this as neither you nor anybody else will bother to give any serious reply to my comments or indeed pay any heed to what I am saying here.

However, I am writing this because our school was asked specifically this morning by MEI to make some comment to the QQI consultation.

**On the basis of the experience of this school, it is clear that there is no point whatsoever in writing any documentation or in participating in any aspect of public policy with regard to education in Ireland.**

This school deals mainly with international students. We invested heavily in terms of financial commitment and staff training, motivation and time in moving onto the National Framework of Education in Ireland from the British system EDEXCEL.

**The National Framework was supposed to be the valid framework up to 2014.** This framework indicated clearly that institutions should first complete application for Level 6 qualification(s) and run those qualification(s) and then move on to Level 7 qualifications.

This school applied and obtained recognition from HETAC for a Level 6 qualification on the basis of the National Framework for Education and the policy document EDUCATION IRELAND.

The policy EDUCATION IRELAND was formulated over a considerable period of time and consultation in the early part of this century and was finally published as a White Paper in 2004.

The EDUCATION IRELAND policy was changed unilaterally, with no consultation with any of the education bodies (FETAC, HETAC, Universities, Language schools) by a randomly assembled so-called "HIGH LEVEL GROUP" of 16 bureaucrats. Only one of these bureaucrats had any background whatsoever in Education.

This so-called "HIGH LEVEL GROUP" completely altered the direction of national policy. This meant that this school had invested in the development of a qualification that we would never be able to implement with our international students.

Nobody cares about this, so I do not expect an answer to this e-mail. I have no interest in people offering me sympathy.

However, as a tax payer I have to say that you and all of your consultations are costly, time-wasting and worthless. At any time a random collection of bureaucrats can completely change the direction of public policy. This has been proven conclusively by our experience. Everybody knows this.

I actually think that it is shameful of QQI to pretend that they are formulating policy that will have any validity into the future. It is especially shameful to waste the time of people who are struggling to bring income into this country and who are investing in the future development of this country with this kind of sham consultation.

Yours sincerely,  
Muireann Neylon

**SUBMISSION BY:**

**Coaching Ireland**

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## Coaching Ireland

- **Fees**

Dear QQI Consultation

I reply on behalf of Coaching Ireland.

We agree with the principles.

There is recognition of the need to balance the sustainability of providers with full cost recovery for services. This will apply in sectors where high costs would prove a barrier to education and training.

- **Protection for Learners**

The regulations are very clear.

- **Provider Access to Validation of a Programme**

The role and responsibilities of QQI and the service providers outlined in the White Paper are clear.

The Stages outlined in the paper are clear.

3.2 There is no reference to fees in Stage 2. These would have applied previously with HETAC. Please clarify if fees will/will not apply?

3.2 Reference is made to 'enhanced legacy FE and HET Awards Council policy and processes.' Please clarify when these will be in place.

Regards

Declan O'Leary



**SUBMISSION BY:**

**Dublin City University**

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## **Dublin City University**

### **DCU Response to White Papers outlining proposed QQI Policy in three areas - August 2013**

DCU welcomes the opportunity to address the draft White Papers, and thanks QQI for providing the progress report summarising the feedback received to date arising from the green papers and QQI's review of and response to the feedback. The following is the response from DCU to the three white papers currently in development:

#### **1. Policy and Criteria for Provider Access to Initial Validation of a Programme Leading to a QQI Award**

At present it appears that this policy does not apply to universities, so DCU has no comment to make on this white paper.

#### **2. Regulations for Protection of Enrolled Learners: Implementation of Part 6 of the 2012 Act**

A previously established university is exempted under the legislation from the specific requirement to put arrangements in place for PEL (regulations 2.3, 2.4 and 2.5) for programmes offered, so DCU has no comment to make on this white paper.

#### **3. Fees for QQI Services**

As already noted by QQI, and addressed in a previous response, the exact schedule of fees that will have to be paid by DABs to QQI has not been determined, which makes it difficult to provide comprehensive feedback at this time. However, whatever fees are eventually decided on and approved by the QQI Board and the Ministers of DES and PER should be realistic assessments, be fair and be very clear as to the exact services being provided by QQI for the relevant fee proposed.

Overall, we believe that any fees applied by QQI should be calculated in the context of minimising costs for the sector and, by implication, for the national exchequer. It is also important that there is room for negotiation by individual providers in regard to fees, and not imposition without consultation. DCU along with the rest of the sector understands the need for QQI to charge fees, but there also has to be a mutual understanding of the difficult financial issues currently constraining all educational establishments.

Continuing input and review by individual institutions and groups within the sector in regard to what is a fair and reasonable fee schedule should also be allowed. It is further assumed that QQI will endeavour to reduce operating and other costs when appropriate, just as providers currently have to do on an ongoing basis and QQI should reduce fees accordingly when possible.

Most of the over-arching fee principles on pages 5 and 6 of the paper are reasonable in that it is planned that fairness and transparency will be applied to all fees charged, as well as the plan to set them at a level that is sustainable for the sector. Guideline 2.15 is particularly helpful for all the universities including DCU: *'2.15 Fees will be consolidated into a single composite fee where QQI has multiple relationships with a provider, and where there are clear synergies and efficiencies.'*

In regard to the International Education Mark (IEM), the 2012 Act specifies that the annual charge for IEM is limited to €50,000, which we assume is the maximum amount that can be applied. This amount seems very high however, particularly if the IEM application fee and review fee have already been paid by an institution. Again, the services rendered by QQI for the payment of an annual IEM fee should be clearly stated and take into account individual university standings and track records in regard to academic standards and overall quality assurance and improvement over the last 15 years in particular.

Overall, the IEM and how it might add value to the sector is unknown at this stage. DCU is not clear on how it will work nationally and internationally, or pan out in practical usage, and therefore it is difficult to make informed comment on it at the moment.

Thanks again for the opportunity to provide feedback on these papers.

**Sarah Ingle, Director of Quality Promotion, DCU: [sarah.ingle@dcu.ie](mailto:sarah.ingle@dcu.ie), phone: 01-7005928 and  
Jim Dowling, Deputy President DCU and Chair of DCU's Quality Promotion Committee**

**This submission made on behalf of Dublin City University can be published.**

**27 August 2013**

**SUBMISSION BY:**

**Eden Hill Language & Equestrian Centre**

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## **Eden Hill Language & Equestrian Centre**

I am the Owner/Manager of the establishment below and I have operated as an approved (ACELS) Language School since 1989. I am a small business and my clients combine residential Language and Equestrian holidays I have in the past at Inspections and to the personnel involved registered my dissatisfaction at the fees being charged to me for Renewal and Inspection as I operate just one classroom and am being charged the same as those with 10 classrooms. Also I hope any new requirements for Approval will not force me to operate as an unapproved school (as many of my colleagues do) It is difficult to remain in profitable business in the current climate and I hope that ACELS being consumed into a much larger agency that the support for businesses such as mine will not be eroded

Looking forward to hearing from you

Best wishes  
Martha O'Callaghan

Eden Hill Language & Equestrian Centre  
Navigation Road,  
Mallow,  
Co. Cork,  
Ireland

**SUBMISSION BY:**

**English Language Academy**

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## English Language Academy

Dear Sirs,

Please find below our comments/suggestions/proposals on the White Paper for Protection for Enrolled Learners.

1. Definition of Enrolled Learner ('a learner who has enrolled in a programme of education and learning'). We suggest that the definition be expanded/refined to 'a learner present in the jurisdiction who has already commenced a course for which fees have been received'.

2. Moneys most recently paid: White Paper position is:

'For programmes of up to one year in duration, a provider must have adequate arrangements in place to meet a claim for refund in respect of the full duration of such programmes. In respect of programmes the duration of which is greater than the equivalent of one year, and where fees and other payments are required to be made for the learner for each year, a provider must have adequate arrangements in place to meet a minimum of one year's provision of claim for refund available at all times. In summary, learners are entitled to the refund of up to one year of moneys paid'.

ELTOs run a rolling enrollment so students can start at any time, and can enrol for different periods. Also, because ELTO classes are based on the students' language level, students can be mixed in class with other students of varying duration of study. As such, the administration of this system would be very difficult for ELTOs, and given the variation in the size in schools in the sector, might be impossible for smaller schools. Given that MEI membership has Learner Protection as a condition of membership, it seems that students are already protected by such MEI membership, and because of the nature of ELTOs there is no issue with providing similar courses we suggest that the regulation re moneys paid should allow for the exceptional nature of the MEI guarantee.

3. Sections 2.3.3 and 2.5.1 refer to Learner Protection being activated by the withdrawal of QQI programme validation. Is that the same as where QQI withdraws recognition from an ELTO? An ELTO can continue to function and teach without QQI recognition and the provider will continue to retain fees paid. As MEI regulations stipulate that MEI membership is co-terminus with QQI recognition then an ELTO that lost QQI recognition would no longer be an MEI member, so the MEI Learner Protection policy would not apply. QQI validation of programmes does not apply to ELTOs.

4. Where students have signed up for courses they know are being sold for below market value, and where the provider of such courses then ceases trading, it will remain open to the MEI office to take such factors into account when administering the MEI Learner Protection policy.

The above four suggestions are what we see as problematic for ELTOs in the White Paper.

We are also a FETAC provider and we have joined the ICPA bond scheme which is due to go live soon.

So really English Language Academy would have dual protection. Given that we are ACELS accredited and MEI members our Learners are protected under the MEI arrangement, and as a FETAC provider our Learners are protected through the ICPA Bond Scheme.

I hope that these comments help.

Kind Regards

Therese Fagan

Director of Studies

English Language Academy (ELA)

Zhivago Building

73, Capel Street, Dublin 1.

Tel: 0035318044116

**SUBMISSION BY:**

## Federation of Irish Complementary Therapy Associations

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# **Federation of Irish Complementary Therapy Associations**

- **Fees**

**Re: Progress Report.**

To begin with, would the QQI please explain why the ELTO is being singled out for special consideration, as noted on p.12 of the Progress Report?

This hardly seems fair or equitable! It is not after all, the only profession where a number of programme providers have been (unsuccessfully) seeking national awards for their numerous learners.

**Fees for QQI Services.**

Will fees be subject to VAT?

Will the application process for the IEM differ from award applications?

If yes, what will that process entail?

- **Protection for Enrolled Learners**

The regulations as set out in this White Paper appear to be fair and equitable.

The Glossary of Terms in this paper does not define "Linked Providers" or "Consortium of Providers".

Will these different entities be subject to different terms of engagement with QQI?

**Contact details**

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2. Responding on behalf of an organisation

3. Permission to publish granted.

[Clive Lucas from the Federation of Irish Complementary Therapy Association](#)

No major issues are noted with this White Paper.

The meaning of "Interlinked provider" is not clear. The word "consortia" has been used in a few other places. Are these the same thing?

- **Provider Access to Validation of a programme**

[Clive Lucas from the Federation of Irish Complementary Therapy Association](#)

Section 2.2 Criteria for Access etc

2.2.2 Section A



"have a base in Ireland" - what does that mean - for example would a virtual office (by a non resident provider) meet this requirement.

The use of the word "circumscribed" is unusual and needs to be explained.

"Comply with all applicable regulations and legislation in all jurisdictions where it operates" - how is compliance with these requirements to be determined? Who will determine compliance? How will that be done/proven and what requirements will be needed to do so?

"Be in good standing etc" - again, how is compliance with these requirements to be met and proven.

These two latter requirements, potentially being very onerous, could have the effect of driving out some non Irish providers which operate in multiple geographic locations thus limiting the possibility of certain QQI awards.

Clive Lucas

## **2.2 Criteria for access to programme validation.**

2.2.1. :

With regards to the Scope of Provision outlined in this section, it is hoped that the boundary described will not limit the level or type of awards that could be sought by providers of specific fields of learning and/or professions.

2.2.2. :

What does "... *have a base in Ireland*" mean in this context?

The second and third points in this section could be seen as the QQI's determination to block award applications from certain providers and/or fields of learning - leading to a "multi-class" system of awards, to the possible detriment of the employment opportunities of learners who do not have a QQI award.

It will almost certainly result in limiting provider applications to QQI.

Is that the intention of the 2012 Act?

It could also result in the departure of some providers from Ireland, with the resulting impoverishment of our education culture.

- **General Comment from Clive Lucas from the Federation of Irish Complementary Therapy Association**

With the recognition by QQI that "one size" may not "fit all" fees levels should be established with the diversity and varying financial strength of potential providers in mind. Given that fee levels have not yet been determined it is difficult to be prescriptive in commenting on this White Paper.

In relation to the IEM - there is no mention of set up fees only a maximum annual fee. Does this annual fee encompass all that is required to achieve an IEM.

**SUBMISSION BY:**

**First Polymer Training Skillnet**

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## **First Polymer Training Skillnet**

### **Policy and Criteria for Provider Access to Initial Programme Validation Leading to QQI Awards**

Skillnets welcomes the imminent opening of Stage 1 access to ELTO's

Flexibility may be required in validation requirements to ensure minimisation of bottlenecks in processing applications which may restrict access to learners to their chosen programmes.

The outlined policy and criteria for providers of education and training programmes appears to be robust and valid for new providers -

QQI under the 2012 Act, would want to assess the capacity of a provider to deliver programmes by observing preconditions such as established QA, procedures for access, transfer and progression and Protection of Learners

Expected scope of provider's provision is encompassing and valid; that the provider has legal entity and is compliant, is adequately resourced and has the capacity to develop programmes

No suggestions regarding the process for the provider access to initial validation section – agree as is.

### **Regulations for Protection of Enrolled Learners: Implementation of Part 6 of the 2012 Act**

Skillnets welcomes the provision for consortia of providers as a mechanism for wider access of providers.

There may be implications for part or fully funded “centres” – given the Government one year funding policy - and indeed many non- traditional learner groups much of whom are emerging through changing demographics and National economic challenges - and the policy implementation must facilitate these arrangements.

This presents a difficulty for the ‘not for profit’ organisation – i.e. Refunds arrangement in the event of the programme not finishing.

Provision of 2 alternate providers may also present a difficulty as there may be a cost implication. Yet it would important for PEL arrangements to be in place.

### **Fees for QQI Services**

Skillnets is in general agreement with the white paper.

The schedule of fees is an essential component and should reflect:

- Appropriate fee structures for consortia of providers
- Equality of access for large & small/ niche providers.

The overarching Fees principles at first glance seems to be ok - it will all depend on how many fees will apply for the individual provider and how much it would cost - until the fees are explicitly indicated - it wouldn't possible to say how much of an inhibitive constraint the fees will be.

**Submitted on behalf of the Certification Group of Skillnet Network Managers.**

We are happy for our comments to be published.

Catherine Collins

**SUBMISSION BY:**

**Galway Language Centre**

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## Galway Language Centre

A few further points from the White papers that do not really suit our sector of EFL/ESL

1. Definition of Enrolled Learner ('a learner who has enrolled in a programme of education and learning'). We suggest that the definition be expanded/refined to 'a learner present in the jurisdiction who has already commenced a course for which fees have been received'.

2. Moneys most recently paid: White Paper position is:

'For programmes of up to one year in duration, a provider must have adequate arrangements in place to meet a claim for refund in respect of the full duration of such programmes. In respect of programmes the duration of which is greater than the equivalent of one year, and where fees and other payments are required to be made for the learner for each year, a provider must have adequate arrangements in place to meet a minimum of one year's provision of claim for refund available at all times. In summary, learners are entitled to the refund of up to one year of moneys paid'.

ELTOs run a rolling enrollment so students can start at any time, and can enrol for different periods. Also, because ELTO classes are based on the students' language level, students can be mixed in class with other students of varying duration of study. As such, the administration of this system would be very difficult for ELTOs, and given the variation in the size in schools in the sector, might be impossible for smaller schools. Given that MEI membership has Learner Protection as a condition of membership, it seems that students are already protected by such MEI membership, and because of the nature of ELTOs there is no issue with providing similar courses we suggest that the regulation re moneys paid should allow for the exceptional nature of the MEI guarantee.

3. Sections 2.3.3 and 2.5.1 refer to Learner Protection being activated by the withdrawal of QQI programme validation. Is that the same as where QQI withdraws recognition from an ELTO? An ELTO can continue to function and teach without QQI recognition and the provider will continue to retain fees paid. As MEI regulations stipulate that MEI membership is co-terminus with QQI recognition then an ELTO that lost QQI recognition would no longer be an MEI member, so the MEI Learner Protection policy would not apply. QQI validation of programmes does not apply to ELTOs.

Feel free to use/ print etc...

**SUBMISSION BY:**

**Higher Education Colleges Association**

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## **Higher Education Colleges Association (HECA) Bid O Connor**

### **RESPONSE TO**

### **QQI WHITE PAPER ON FEES FOR QQI SERVICES**

HECA has the following concerns:

The consultation process is seriously undermined by the fact that a schedule of fees does not form part of the consultation on the White Paper. The lack of opportunity to discuss a schedule of fees somewhat negates the consultation process.

The “over-arching principles” are too numerous, (22 of them) and some are self-conflicting. Fees cannot be simultaneously set by reflecting the amount of work, (2.6), the added value (2.7) and full cost recovery (2.16).

The absence of a meaningful outline of how QQI hopes to generate revenue over coming years has heightened providers’ fears. Private providers operate in accordance with commercial criteria and uncertainty can be a more potent and dangerous fear than price hikes.

Page 1 states that “QQI is seeking feedback from stakeholders on the policies, process and criteria contained in this White Paper”. However, the White Paper does not mention policies, process or criteria. Instead, it has a short section on “Legal Interpretation” and “Principles”.

HECA would suggest the following single principle governing the payment of fees:

“Fees will be applied to all relevant providers, both state aided and private, as equitably as possible, across all awards, and at all levels of the National Framework of Qualifications and such fees will have sufficient transparency to give providers a reasonable degree of certainty about the fee structure for QQI services that they are likely to face in the foreseeable future and to give QQI a reasonable prospect of covering their direct expenses”.

It is felt that the above adequately includes all 22 principles listed on Pages 4 and 5.

### **Higher Education Colleges Association RESPONSE TO QQI WHITE PAPER ON REGULATIONS FOR PROTECTION OF ENROLLED LEARNERS**

HECA has serious concerns regarding the Regulations for Protection of Enrolled Learners as detailed in this White Paper.

#### **Similar Programme:**

HECA fundamentally disagrees with the White Paper’s definition of “a similar programme” on Page 5. It is consistent with the stated intent of the Act that academic bonding is the preferred option form of bonding. In the event of an institution ceasing operations, the optimal solution can best be achieved by the alternate provider taking over the protected institution’s students, staff etc. and running out the existing programme/s to its/their conclusion. This arrangement results in students attending not only “a similar” programme, but a

virtually identical one, the only difference being that of provider and, possibly, location. Nowhere in the Act does it say that “a similar programme” refers only to a programme in existence in the protecting college at the time of the protection contract and cannot refer to a course to be put in place in the protecting college which is what would happen in the event of the existing course of the protected college being taken over by the protecting college. What is of critical importance is that the alternate provider currently provides a similar level of award, e.g. Bachelors or Masters and, therefore, has the capacity to manage provision of a course at the level of the protected course. It would be invidious to interpret the Act in a way which would undermine learner protection. This approach is also consistent with Section 66 (1) of the Act which states that “the Authority shall make all reasonable efforts to assist the enrolled learners affected by the cessation to find a programme of education and training with another provider which will enable them to complete the education and training commenced with the former provider”.

HECA would again draw attention to the successful learner protection initiatives undertaken by HECA members on a voluntary basis including continued programme provision for the students affected by the collapse of Newman College, ACT, ATC, and Plassey Management Technology College. When HECA met with the then Department of Education & Science at the invitation of the Department to discuss proposed draft provisions in the Qualifications (Education and Training) Act 1999, HECA made it clear that the proposed legislation was only workable if the expression “similar programme” were taken as referring to the same programme as previously provided by the protected college being taken over and provided by the protecting college with the agreement of HETAC/FETAC for transfer of validation. In keeping with this agreement HETAC subsequently interpreted the expression “similar programme” by reference to similar level of award, e.g. Bachelors or Masters and, therefore, had regard to the capacity of the protecting college to manage provision of a course at the same level as the course provided by the protected college.

#### **Moneys paid:**

Part 6 of the Qualifications and Quality Assurance (Education and Training) Act (2012) Section 65 (4) (b) states that “that provider has arrangements 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** in respect of the programme concerned etc. However, on Page 5 of the White Paper it states that “a provider must have adequate arrangements in place to meet a minimum of one year’s provision of claim for refund available at all times”. QQI would appear to be imposing a requirement above and beyond the requirements of the Act; notwithstanding that the Act does not grant such authority to QQI.

#### **General Regulations:**

Paragraph 2.1.5 states “Learners will be protected by PEL arrangements from the times that fees are paid, in part or in whole, for enrolment on a programme of education and training of three months’ duration or longer, until such time as the learners have received certification for the learning achieved”.

If a provider ceases to operate when a programme has been completed but before certification has been awarded, there is no reason why students in such a situation should be entitled to a refund of fees or, alternatively, should be transferred to an alternate provider. There is no reference to this in the Act and HECA cannot see any justification for this regulation.

#### **Process for Demonstrating Compliance with PEL Regulations:**

Paragraph 2.4.1.(c) which states that confirmation is required that includes “a specification of the exact number of learners that can be accommodated on a programme in accordance with the PEL arrangements” is regarded as excessively prescriptive and should be addressed in providers’ overall policy and procedures for the protection of enrolled learners agreed with QQI as mentioned in Paragraph 2.1.2. and again in Paragraph 2.5.3 – “The provider, or its duly appointed representative, must devise a **plan of action for enrolled learners**.....Confirmation that this has taken place must be given in writing to QQI.



However, in the context of accepting HECA's understood definition of "similar Programme", this highly prescriptive information would not be relevant and would, indeed, run contrary to HECA's successful experience in dealing with previous Protection for Learners activation.

#### **Financial Bonding:**

It should be noted that in the current economic climate, the original providers of programmes are finding it virtually impossible to access any form of financial bonding. However, the burden on the protecting provider will be even more onerous; in the absence of similar programmes, they too will have to access financial bonding for the newly acquired learners. In addition, they will receive no fees at all for the

year in which the programme ceased even though they will incur all the expenses of providing the programme. Furthermore, they will not be able to access the fees for the subsequent months before being able to access any fees to meet their ongoing costs with a consequent impact on their own financial risk profile. For this reason, the more streamlined the arrangements for academic bonding the better.

## **HIGHER EDUCATION COLLEGES ASSOCIATION (HECA)**

### **RESPONSE TO**

#### **QQI WHITE PAPER – POLICY and CRITERIA for PROVIDER ACCESS**

#### **to INITIAL VALIDATION of PROGRAMMES LEADING TO QQI AWARDS**

HECA welcomes this White Paper and believes that the proposals as outlined are robust, detailed, fair and workable. HECA is also pleased to note that issues raised by HECA in response to Green Paper 2.2 have been addressed, namely that adequacy of human and physical resources are factors that must be considered in "Assessment of Capacity".

HECA is also glad to see that QQI are not in favour of applying a condition favouring programmes in specific fields of learning identified in the National Skills Strategy which HECA believed would be unduly restrictive and could limit an institution's ability to offer a range of programmes which would then inhibit delivery of the Government's International Education Strategy.

However, HECA is concerned by White Paper 2.1 – Scope of the Provider's Provision where it states that "Access to validation is bounded" and that "The scope of access sought by a provider determines the boundary within which the agreement of quality assurance and applications for programme validation may be made to QQI".

Does this imply that the quality assurance burden for niche providers may be less than that imposed on others? If it does, this would inevitably compromise QQI's overall quality assurance brand and would, of course, be anti-competitive. There should be no differential in QQI quality assurance standards; if there were it, would create a two tier quality assurance standard which would not be in QQI's or providers' interest.

HECA has some concerns with Page 10 of the White Paper Progress Report where it states "It is furthermore emphasised that this policy will not create a registration process and that no status is conferred on any provider at any stage. Status is only conferred on the programme; upon validation it becomes a programme leading to a QQI award". The phrase "no status is conferred on any provider **at any stage**" appears to represent a much more restrictive interpretation of QQI's position compared with the one articulated in the White Paper. Specifically, Page 8 of the White Paper states "Successful completion of Stage 1 of the access to

*programme validation process does not, in itself, confer any status on the provider, other than to confirm that the provider is eligible to progress to Stage 2 of the process, i.e. programme validation*". HECA would like to enquire if the more recent interpretation of "no provider status at any stage" is an accurate reflection of QQI's current thinking. If this is the case, HECA requests:

- Immediate clarification as to how QQI will determine which providers to include in the Register of Providers as required by Section 78 of the Act, and which providers it should exclude
- Whether QQI is of the opinion that it has appropriately advised providers in this regard. For example, does it consider that Green Paper 4.14 on the Re-engagement of Legacy Providers adequately explains the process whereby the current list of "HETAC Registered Providers", as displayed on its website, will be discontinued
- Whether it is QQI's intention that the status conveyed on a provider that does not engage with QQI at any stage should be the same heretofore as the status of a provider that does engage with them
- Whether the lack of status for a provider whose QA has been quality assured accords with best international practice in this area and whether QQI considers that Irish providers are not consequently placed at a competitive disadvantage.
- 

HECA would like to ensure that when QQI is constructing its databases referred to in Section 79 of the 2012 Act, search by reference to provider would be used which would be helpful to users in assisting them to identify providers with courses approved by QQI.

**SUBMISSION BY:**

**Institute of Professional Training**

*Please note this response appears as received  
and has not been proofed/edited by QQI.*

## **The Institute of Professional Training**

Fetac, an established brand – name with excellent credibility, will be difficult to substitute / replace as QQI. The Public mindset relates to Fetac, not QQI.

We at the Institute of Professional Training advise all of our existing clients and potential clients of the change over, through our correspondences, communications etc. These would be Private and Public Sector customers, including all Local and Regional Authorities in the country.

The Challenges ahead for Providers and Learners alike are considerable. Austerity is forcing an agenda of delivering more for less. This puts enormous pressure on Providers, Regulatory Bodies and Students where resources are diminishing almost on a daily basis.

A major plus lies in the fact that Fetac / QQI is an internationally recognised qualification which credits skills as well as knowledge.

All of the Fetac criteria of course delivery through to protection for Learners will no doubt be further enhanced through QQI. Protection for Providers is also equally important, as the education training environment is very, very competitive, now more than ever.

We are constantly working with other service Providers and Businesses in seeking to develop new courses, non-certificate and certificate. Access to new course accreditation at QQI is now essential.

Engagement with all of the Stakeholders will need to be more innovative / job creative going forward.

A greater affiliation with pre-3<sup>rd</sup> Level schools should be effected.

**SUBMISSION BY:**

**Institute of Physical Therapy  
and Applied Science**

*Please note this response appears as received  
and has not been proofed/edited by QQI.*

# **The Institute of Physical Therapy and Applied Science**

## **QQI White Paper on PEL – Possible Interpretations**

### **1 Purpose of this Note**

Section 65 (4) (a) of the Qualifications and Quality Assurance (Education and Training) Act 2012 refers to

*“an agreement between the provider of the programme and at least 2 other providers that an enrolled learner may transfer to a similar programme of those other providers”.*

This note explores if and how this might be achieved. It suggests:

- That the regulations could not possibly work in practice for a significant majority of HET programmes if they were based on the most intuitive interpretation of the above statement (Section 2);
- That the definition of “similar programme” as contained in the White Paper lacks clarity, omits essential detail and would be impractical in its operation. It could also place small providers at a competitive disadvantage to their larger counterparts (Section 3);
- That a new interpretation of what constitutes a “transfer to a similar programme” is required to arrive at a pragmatic approach to the interpretation of the 2012 Act, so that the learner can continue to avail of an effective form of protection (Section 4);
- In the interest of fairness and equality of treatment amongst all providers, that a number of additional safeguards may need to be built into the regulations. These mainly concern the protocol that should be followed by QQI and alternate providers in the event of a provider being unable to provide a programme for any reason (Section 5); and
- If it were deemed expedient to do so, how the existing structure and wording of the White Paper could be retained in large part, with only minimal amendment, to accommodate the re-interpreted terms and to provide a working version of learner protection (Section 6).

### **2 The Most Intuitive Interpretation Could Not Work in Practice**

At the FET level, a reasonable degree of homogeneity exists between programmes offered by different providers. In contrast, HET programmes are often devised to address clear market failures whereby new programmes have to be devised to address clearly identifiable market needs. In fact, many niche providers, and not just programmes, owe their genesis to this type of market failure. This heterogeneity in product offering is, rightly, a hallmark of the HET sector. A by-product of this is that, in a significant majority of cases, it can be practically impossible to find similar programmes amongst alternate providers as required in the context of Section 65 (4) (a) above. Despite this, the Act, and its associated transposed regulations, seems to operate on the premise that a learner can

quite seamlessly transfer from a programme formerly offered by an applicant provider to a similar one that an alternate provider is currently in the process of delivering. This is totally unrealistic from a number of perspectives:

- Even where two programmes are broadly similar, it would be impossible to "merge" these programmes by moving learners to the location of the alternate provider. Imagine, in the month of April, Third Year learners from one of Setanta's "Strength and Conditioning" courses would sit in on Third Year "Physical Therapy" from IPTAS and both sets of learners would get the same final year assessment in June! That would be totally unfair on both sets of learners – to the point of being a potential breach of contract with the original cohort of learners from the alternate provider.
- The proposed regulations infer that a totally unrealistic degree of consultation should exist between alternate providers even when there is no danger of either party ceasing. *"Hey, Joe! We're moving on to Chapter 5 today. Can you ensure your tutors will do the same?"* The two syllabi could not, and should not, accommodate this.
- At times, there almost appears to be an inference that chairs should be kept vacant at the back of the class, in half-expectation of impending arrivals from a troubled provider.

**Bottom Line:** It is totally impossible to merge programmes that are not in fact at all similar. In this regard, the proposed regulations do not make good common sense.

### 3 The Definition of "Similar Programmes" is Technically Unsound

This Section suggests that even if the proposed regulations made good common sense (which they do not), they are not sufficiently robust technically to work in practice. It highlights both

- The lack of clarity in the White Paper's definition of 'similar programme' citing 'field of learning' and 'broadly similar learning outcomes' as examples; and
- The insufficiency of this definition, pointing out that 'award type', for instance, is a very significant omission.

It also highlights that, to enable informed selections of alternate providers to be made, quite an extensive suite of information needs to be made available to providers. Currently this information is maintained by QQI and it will need to make an assessment as to whether it can place it at providers' disposal, at relatively short notice, and in a readily accessible format. Finally, it draws attention to the potential problem of 'bunching', whereby a small minority of bigger providers could be nominated as alternates for a disproportionately large number of fellow providers.

#### 3.1 The Term "Similar Programme" is Inadequately Defined

The recent White Paper defines "similar programme" as follows:

*"One that leads to the same award type in the same field of learning at the same NFQ level, and with broadly similar learning outcomes. A programme*

*which meets these requirements may be deemed as similar regardless of differences in mode, duration or "place of delivery."*

To understand what is required, this definition needs to be broken down into its constituent parts:

- **Award Type:** For a definition of award type, the White Paper refers the reader to "[Determinations for the Outline National Framework of Qualifications](#)". The definition is not immediately clear. One sentence, however, adds clarity: "Each award-type will have its own award-type descriptor". The descriptors are then attached as Addendum 4. A total of 15 award-type descriptors are listed, ranging from A to O. Therefore, primacy seems to be given to Award Type. This means, amongst other things, that the Level 6 FET Award of "Advanced Certificate" is differentiated from the Level 6 HET Award of "Higher Certificate".
- **Field of learning:** "Field of learning" is not defined and is open to interpretation. Formerly, HETAC may have referred to this as "Specialisation" but, if so, it is not clear why this terminology was not continued.
- **NFQ Level:** Given that "similar programmes" are being differentiated by the 15 Award Types, there would be practically no need to break them down into the 10 NFQ Levels were it not for the fact that the Leaving Certificate is awarded at both Level 4 and Level 5.
- **Learning Outcomes:** "Broadly similar learning outcomes" could mean anything – there is no guidance given on the extent to which it is open to interpretation.
- **Award Class:** Interestingly, there is no requirement in the White Paper to have a match on "Award Class" (Major, Minor, Special Purpose or Supplemental). This seems exceptionally odd as the differences in workload are very significant.
- **Named Award:** Neither is there a requirement to have a match on "Named Award" so a Higher Certificate in Arts could conceivably be matched with a "Higher Certificate in Science" or with a "Higher Certificate in Nursing" – this, ironically, looks eminently sensible.

### 3.2 Additional Information Needs to be Supplied to Providers by QQI

However, if the White Paper's proposed regulations are going to be implemented in their current format, much more information than that outlined in Section 3.1 above is required when a provider is searching for a suitable alternate. A more complete list of the required information is as follows:

- **Information (as above) Required to Identify "Similar Programme"**
  - Award Type (Descriptor A to O)
  - Field of Learning
  - NFQ Level (1 to 10)
  - Learning Outcomes
  - Award Class – Major, Minor, Special Purpose, Supplemental (omitted above)
  - Named Award (omitted above)
- **Information Required under Regulation 2.2.1 (information for Learners)**
  - Name of the Awarding Body



- Title of the Programme
- Title of the Award to which the programme leads
- Whether or Not an Award is Made or whether a Certificate of Completion is given
- Statement on Procedures for Access, Transfer and Progression
- **Information Required to Get Some Guidance on the Number of Alternate Providers Required**
  - Name of the (Alternate) Provider
  - Number of Students Enrolled

As the central depository for this database, responsibility would lie with QQI to make the necessary information available to providers to facilitate an informed search for alternates. This would be particularly necessary for the more specialized programme providers who tend to be more prevalent at the higher NFQ levels. If this matching at individual programme level were to proceed as proposed, providers would require prompt confirmation from QQI that their selected alternates would be acceptable to them – especially given the lack of clarity around such terms as ‘field of learning’ and ‘broadly similar learning outcomes’.

### 3.3 The Potential Problem of “Bunching” of Alternates

The rationale for a top-down perspective on alternate providers stems from a number of sources – it is not just confined to providers’ need to make informed selections, and to get prompt confirmation, about alternate providers. In addition, providers and QQI alike should have a good sense of what proportion of programmes can be matched academically and what proportion need to be bonded financially. If a high proportion of programmes need to be protected financially, this would deprive the system of a considerable portion of working capital, thereby inhibiting its long-term growth and development. Furthermore, QQI should also be acutely aware whether a small number of providers were acting as alternates for a disproportionately large number of programmes. If so, this would introduce a very high element of systemic risk into the third level education industry in Ireland.

## 4 Maintaining the Spirit of Learner Protection in a Pragmatic Way

### 4.1 Suggested Solution

When a provider ceases, the natural assumption seems to be that the affected learners transfer to alternate providers with similar programmes. In this context, “transfer” seems to imply a physical movement. A more helpful perspective might be to visualise the alternate providers moving to the location of the affected learners and continuing with the exact same programme that was formerly being operated by the applicant provider. Under this scenario, the alternate provider continues with the timetable of the ceased provider, ideally with nothing changing other than the legal identity of the provider. In other words:

- Learners would still get the same award type (or certificate of completion) from the same awarding body;
- There would be no change in the title of the programme or the award to which it leads;

- The programme would continue to be recognized within the NFQ, at the same Level and Award Class as before;
- There would be no change in the access, transfer and progression procedures; and
- There would be no *a priori* rationale for changing the learning outcomes.

## 4.2 Impact on Learners

From the learner’s perspective, very little would change from an operational point of view. The change would appear instead to be purely technical – much like changing service provider on one’s mobile phone – and, in that respect, could be regarded as constituting good learner protection. The transition to the new alternate provider could, in theory, be quite seamless.

## 4.3 Impact on Providers

The biggest changes practically would occur for the provider – under this scenario, it is they who are required to move and not the learner or teachers. This means the alternate provider could not, in effect, operate the programme of the applicant provider unless they had the option of ‘taking over’ the remaining critical assets of the applicant provider including:

- the contracts with teachers;
- the intellectual property rights;
- the on-going operational information on teaching and assessment;
- (possibly) the physical location; and
- all other resources of the applicant provider.

Under this interpretation, the ‘physical movement’ required on the part of the alternate provider could conceivably be confined, in the main, to activities associated with the management and administration of the affected programme(s) rather than their delivery *per se*. Whether these arrangements would be organized on a programme-by-programme, or on a provider-by-provider, basis could depend on the exigencies of the situation. However, they would have to have a satisfactory level of transparency to the learner at programme level and they would also, of course, be subject to QQI approval.

From a legal point of view, however, the change is very real indeed in so far as (a) the formal contract of learning would now have moved or transferred to a different provider and (b) the programme would now be delivered in accordance with the Quality Assurance procedures of the alternate provider. These are very significant changes in the context of programme provision. So while lots of elements of the programme would be remaining constant – including, crucially, the learning outcomes – it would now be more accurate to classify the new arrangement in place as “a similar programme of those other providers”.

## 4.4 Impact on QQI

Clearly, the proposed re-interpretation would also have impacts for QQI. It would have to satisfy itself that the alternate provider had the capacity to absorb the extra learners and that sufficient congruence existed between the QA procedures of the ceased and alternate providers to facilitate smooth programme delivery. However, this is a considerably reduced burden compared to that referred to in page 6 of the Green Paper whereupon mention

was made that providers *"must submit their programmes for validation simultaneously with the providers with whom they propose to put academic matching arrangements in place"*.

## 4.5 Summary of Impacts

The following table may help to summarise the impact of the proposed re-interpretation:

	<b>Learner</b>	<b>Provider</b>	<b>QQI</b>
<b>Legal Change</b>	From the Learner's perspective, even though the legal provider has changed, it appears for all intents and purposes to be a seamless transition. The Learner completes the same Programme, with the same title and the same named award from the same awarding body.	The formal contract of learning switches from the applicant provider to the alternate provider(s). These will be separate legal entities and financially independent from the applicant provider. From a legal standpoint, this represents a very substantive change.	QQI's role as guardian of the NFQ Framework is more unambiguously guarded under this option than others - with no disputes as to what constitutes the 'same field of learning' or 'broadly similar learning outcomes'. Legally, it is a cleaner resolution of the difficulties.
<b>Operational Change</b>	The Learner should notice little change keeping the same programme learning outcomes, teachers and timetable. In other words, they are given every opportunity to complete the programme they initially commenced.	The alternate provider takes on new teacher contracts, gets control of the IP rights, is responsible for all learner records as well as all teaching, learning and assessment information and may get access to other resources.	
<b>Physical Change</b>	The final award, and certificate of completion or similar, will be on the parchment of the new provider.	The main physical moves required of the new alternate providers relate to those needed for the management and operation of the programme.	
<b>QA Change</b>	Differences will be discernible as the "7 Elements" will have different emphasis in the respective QA procedures e.g. Element 6 on Information Systems.	The alternate provider will have to tailor the programme to the established QA procedures it had previously agreed with QQI.	QQI must satisfy itself that the QA procedures of the applicant provider and its alternates are compatible for the programme(s) in question.

## 5 Additional Safeguards (It is the intention to flesh Section 5 out further)

Additional safeguards need to be built into the system to agree arrangements between alternate providers in the event of PEL being activated, to discourage anti-competitive practices, to prevent artificial or unnecessary distortions being imposed in the competitive landscape and to review the manner in which PEL arrangements were activated following provider failure.

### 5.1 Arrangements between Alternate Providers in the Event of PEL Being Activated

The requirement to have at least two alternate providers in place has potential to create conflict. Part of the problem is that the underlying cause of conflict can get enshrined in binding agreements when PEL arrangements are being drafted but it may only manifest itself at the point where they are being activated. This would arise if a provider felt compelled to sign a particular set of PEL arrangements with one alternate and a different set with another. Strict protocols need to be agreed outlining the precise mechanisms to be followed

- By a provider and its selected alternates at PEL drafting stage; and
- By QQI and all other providers when it becomes apparent that an existing provider cannot complete a programme.

The procedures outlined in Section 2.5 of the White Paper are not sufficient in this regard.

### 5.2 Discouraging Anti-Competitive Practices

PEL arrangements have the potential to put small providers at a competitive disadvantage to larger ones – and private providers at a seriously competitive disadvantage to public providers.

### 5.3 Distortions in the Competitive Landscape

Programme or provider failure always changes the competitive landscape for all remaining providers. The degree of change is very much situation specific, varying from game-changing to being almost imperceptible. Consider two niche providers, competing hammer and thongs for learners. Each may have operated for a number of years believing they had the measure of the other, with the learner being the ultimate beneficiary from the healthy competition. Assume economic circumstances then force one provider to close. Ordinarily, this should be good news for the competitor. However, they quickly realise that, prior to their departure, the appellant provider had enlisted a much larger provider as alternate. This is a game changer. The remaining provider now finds himself competing with a much larger competitor, with all the economies of scale that that brings. The larger provider, having accessed the market share and expertise for practically nothing, could have the pricing power to dominate the market within a short period. This new market environment, with less potent competition and increasing monopoly power, works ultimately to the detriment of the learner.

A solution to the above may not be easily found but providers should be aware that the appointment of alternates can bestow competitive advantage on the new arrival – which is equivalent to placing them at a competitive disadvantage!

## 5.4 Reviewing PEL arrangements Following Activation

Following the transfer of learners to the alternate provider, the agreed protocols should be reviewed thereafter as soon as is practicable and, in any event, certainly no later than x months following programme cessation.

## 6 Amendments Required to Proposed Regulations Contained in White Paper

### 6.1 Resolving the Dilemma between the Spirit of the Act and its Literal Interpretation

The Act, when interpreted literally, has an inherent flaw – succinctly put, Section 65 (4) (a) requires providers to have an agreement with alternate providers for enrolled learners to “*transfer to a similar programme of those other providers*” whereas Section 66 (1) requires the Authority (QQI) to assist the enrolled learners “*to complete the education and training commenced with the former provider*”. The inherent conflict, when interpreted literally, is quite apparent – “a similar programme of those other providers” cannot be construed as being equivalent to “the education and training commenced with the former provider”. In actual fact, the literal interpretation leaves providers and the Authority working towards two completely different goals. This was never the intention. To continue with this literal interpretation would do a dis-service to the Act and would be inimical to learners’ best interests.

However, if the ‘spirit of the law’ is invoked, the apparent conflict can be resolved simply by putting the concept of protection of learners firmly at the epicentre of stakeholders’ objectives. When learners make their initial selection from amongst a range of programmes, they express a very explicit *revealed preference* for their chosen one. It is then perfectly reasonable to assume that, in the event of a provider failing to provide a programme for whatever reason, learners’ collective preference to continue the education and training commenced with the former provider would take precedence over transferring to a similar programme of those other providers. The suggestion outlined in Section 4 is therefore very much in keeping with the spirit of the 2012 Act. A series of amendments are required, however, to the regulations proposed in the White Paper to better reconcile them with this approach. Some suggestions are now outlined.

### 6.2 Reconciling the White Paper with the Spirit of the 2012 Act

A pragmatic, and least-cost approach from QQI’s perspective, to reconciling the White Paper with the spirit of the 2012 Act would involve the following amendments:

- Para 1.1 – **Definition of Similar Programme** (p5) – No longer required;
- Para 2.1.3 – **Relevant providers have a duty to assist QQI** (p6) – It is over-reaching to classify this as a “duty” on providers. Sections 66 (2) and (3) of the Act speak instead of a “*request ... to assist*”. Furthermore, the need to emphasise the obligation is considerably reduced given that alternate providers will now offer the same programme which the learner commenced;
- Para 2.2.4 a) – **The names of the alternate programmes** (p8) – No longer required;

- Para 2.3.2 – **Arrangements in place** (p8) – No change in existing wording but extra clarification may be required;
- Para 2.4.1 a) – **Demonstrating compliance** (p9) – Replace in full with “*Details of the arrangements with at least two alternate providers to make the same programme available to learners*”;
- Para 2.4.1 c) – **Demonstrating compliance** (p10) – Delete “*including a specification of the exact number of learners that can be accommodated on a programme in accordance with the PEL arrangement*”;
- Para 2.4.1 d) – **Demonstrating compliance** (p10) – “*Where the transfer of learners to alternate programmes is not practicable*” should be replaced with “*Where the same programme cannot be made available by two alternate providers*”;
- Para 2.4.2 – **PEL arrangements must be agreed at the institutional level** (p10) – Clarification sought;
- Para 2.4.3 a) – **Number of enrolled learners** (p10) – Less need for this now;
- Para 2.4.5 – **Notifying alternate providers** (p10) – A more rigorous protocol needs to be devised;
- Para 2.4.6 – **Alternate programme changes materially** (p10) – No longer applicable;
- Para 2.6 – **Duty to assist QQI** (p12) – The word “Duty” in the title is over-reaching and inappropriate

### 6.3 Other Amendments Required

There are also a number of other amendments and queries as follows:

- Table 1 – **Summary of Obligations** (p3) – “Non-relevant providers” are not defined in the White Paper
- Para 2.1.5 – **Extent of financial protection** (pages 5 and 6) – If fees are paid in part, is it not overly onerous that providers must have adequate arrangements in place to meet *a minimum of one year’s* provision of claim for refund?
- Para 2.5.1 – **Activating PEL arrangements** (p11) – Is it intended that the events outlined in 2.5.1 should include all eventualities implied by the phrase “*for any reason*” in 2.3.3? The concern here is that there are a myriad of reasons as to why a provider may not be able to continue with a programme and these could be much removed from financial or regulatory problems. For example, what protection would be available for learners if a provider (be it public or private) were to encounter severe damage due to flooding, fire, information technology problems, or other natural disasters? Equally, would learners get protection if (public or private) providers’ collaborative arrangements for programme delivery (e.g. with hospitals, industry, etc.) were seriously disrupted?

## 7 *Caveat Emptor*

There is a very strong *caveat emptor* accompanying these proposals – alternate providers should be aware that they are potentially committing themselves to incurring the costs of running what could be a new programme for them, for up to one year, without any prospect of payment. This carries huge risks which should be assessed appropriately. Factors to bear in mind include:

- Notwithstanding the risks and costs involved, there may or may not be a strong business argument for becoming an alternate provider. These proposals give alternate providers the opportunity to access, amongst other things, a new cohort of learners, intellectual property rights, expertise in new fields of learning, teaching, learning and assessment resources etc. at what could be heavily discounted rates. While economic return would be expected to be minimal in the short term, costs could be recouped in subsequent years of the programme. Alternate providers will have to assess the costs and benefits in each individual case.
- Any alternative options would have to be similarly assessed. For instance, the White Paper's proposal (to merge the alternate's and the applicant's separate programmes into one combined programme) appears on the surface to incur less teaching costs. However, depending on the combined class size, new teaching assistants may have to be employed. Furthermore, direct teachers' costs can often be a small proportion of total teaching, learning and assessment costs. And the disruption costs to the alternate provider must also be weighed.
- Providers who have not offered to become alternates may also be asked by QQI to incur the costs of programme or provider failure.
- The proposed solution is far from a 'first-best' option for learners and the third level education system in Ireland as a whole. However, it is a pragmatic solution given the current assessment and stance of policy. From the point of view of sustainable protection for learners, the proposals are in urgent need of being augmented with a Restorative Fund to defray the costs of provider or programme failure.

**Michael O'Sullivan**  
**IPTAS**



# QQI White Paper on Fees for QQI Services – IPTAS Reservations with Approach

## 1 Structure of This Note

IPTAS has a number of reservations about the approach adopted in the QQI White Paper on “Fees for QQI Services”. These can be listed, in order of decreasing importance, as follows:

- The consultation process is seriously undermined by excluding the Schedule of Fees from the White Paper and by not allowing it to form part of the consultation process;
- The “over-arching principles” are way too numerous, to the extent that they are mutually conflicting; and
- Provider fears are unnecessarily heightened by the failure to give broad parameters on the scale of fees that could apply for standard services.

This note elaborates on the major reservations (Section 2), mentions some additional points of detail that need addressing (Section 3) and suggests two substantive changes (Section 4):

- A single, more realistic principle that should govern the payment of fees; and
- Adopting a template that would help give both providers and QQI greater visibility on the revenue streams generated by the various fees, at both an individual and aggregate level.

## 2 Major Reservations in White Paper Approach

### 2.1 The Consultation Process is Seriously Undermined

A footnote to the first sentence on Page 1 declares “*The Schedule of Fees will not form part of the consultation on this White Paper*”. This seriously undermines the consultation process. If a schedule of fees cannot be discussed in a White Paper on Fees, does it not seriously diminish the value of the consultation process?

Page 1 also states “*QQI is seeking feedback from stakeholders on the policies, process and criteria contained in this White Paper.*” Yet, the White Paper makes no mention whatsoever of policies, process or criteria. Instead, it just has a short section on “Legal Interpretation” and “Principles” – and, in effect, nothing else.

Finally, IPTAS notes that there is a sharp disconnect between the Green and White Papers on Fees for QQI Services. Ordinarily, one might reasonably expect that a White Paper would build on the proposals outlined in a Green Paper, with the additional material reflecting the outcome of the intervening consultation process. However, in this instance, there does not appear to be any logical connect at all between the two. Notably, for example, the White Paper makes no mention whatsoever of the legacy body fees

authorised by the Minister for use by QQI on commencement of the 2012 Act and listed in Appendix A of the Green Paper.

Taking these three aspects in unison, there is a risk that it could later be claimed that no effective consultation ever took place on the issue of fees for QQI services.

## 2.2 The “Over-Arching Principles” Are Too Numerous and Self-Conflicting

It is somewhat incredulous to have a set of 22 over-arching principles governing the determination of fees. **22 of them! And all of them over-arching?** A more realistic description of what will happen in practice might be as follows:

- The Act itself goes into quite specific detail especially in relation to the range or scope of services for which fees may be charged;
- To the extent that a stated process exists, it involves QQI proposing a Schedule of Fees to be agreed with the Minister(s) involved – and there is nothing in the Act preventing QQI from getting the prior agreement of providers to the proposed Schedule of Fees;
- To eventually get the process over the line, it may transpire that the final schedule of fees will be agreed at a closed-door meeting at Ministerial level.

If that is an accurate portrayal of how fees are going to be arrived at, there may be nothing inherently wrong in describing it as such. Or, alternatively, one could choose to draw as little attention to it as possible. But describing it as encompassing 22 different over-arching principles is very much over-egging the pudding. After all, the intended audience is likely to be looking for evidence of transparency and equity and, on that basis, it may be best to revert to the age-old principle that, for a pricing process to be transparent, it has first of all got to be simple.

The 22 different principles are also self-conflicting to the point of naivety. Fees cannot simultaneously be set by reflecting the amount of work (2.6), the added value (2.7) and full cost recovery (2.16) You either try to price a service one way, or you try to price it another way, but you don't try to price it two or three different ways simultaneously! Neither is it sensible to talk about being transparent (2.2) and consolidating fees into a single composite fee where there are multiple relationships with clear synergies (2.15)? There comes a stage when traps are more likely to impede the hunter than the prey.

In summary, the pricing principles are overly ambitious. It is very difficult, in the normal course of events, to price a public service using commercial criteria. And the services offered by QQI are more complex in nature than normal. In the circumstances, prudence would suggest “the less said about it, the better” or, alternatively, “the less prescriptive, the better”. We all know, in our heart and soul, that the only realistic way to price the service in the short-term is on the basis of “what the market can take” and that more traditional pricing models can only hope to kick-in following an acclimatisation period of a number of years.

## 2.3 Providers’ Fears are Unnecessarily Heightened

Whereas the White Paper is much too expansive on the question of pricing principles, it is totally silent on the likely scale of charges. The absence of a meaningful outline of how QQI hopes to generate revenue over coming years has unnecessarily heightened providers’

fears. Private providers, more so than their public / voluntary / not-for-profit counterparts, have operated in accordance with commercial criteria for a number of years. For a lot of them, uncertainty can be a more potent and dangerous fear than price hikes – they have experience of managing the latter but find it much more difficult to plan for uncertainty. Some guidance or tentative range of charges would have been a useful starting point for both providers and QQI alike – why delay the process of getting to the starting point?

### 3 Additional Details that Need Addressing

There are a number of minor points that need addressing:

- Page 2 suggests: “Where possible, fees charged will be benchmarked against fees charged by comparable bodies both within and outside of the state.” What precisely is envisaged here? It could act as a useful reference framework or starting point if the comparable bodies were known;
- The footnote on Page 2 states: “The share of the budget for QQI’s functions derived directly from the exchequer has reduced progressively in recent years”. There are a number of problems with this statement – the terminology itself is very loose; the statement as a whole lacks meaning; it is therefore difficult to know what is being inferred; it could be construed that there is a concomitant burden on private providers to make good any shortfall in public funding. This could raise concerns.
- Appendix 1 (page 7 of the White Paper) may also be taking additional license with wording. The Appendix outlines the “Sequence in which fees are payable”. While this term is probably not the most appropriate (perhaps “timeline of when fees become payable” might be better), there may be more obtuse problems within the table itself:
  - Section 80 (1) (a) of the Act refers to “the submission of quality assurance procedures” whereas this is transposed in Point 1 of Appendix 1 as “Agreement of Quality Assurance” – This is relevant as there may be more submissions from providers than agreements;
  - Similarly, Section 80 (1) (c) of the Act refers to “the assistance of the Authority in carrying out a review” whereas this is transposed in Point 3 of Appendix 1 simply as “to review” – a provider might prefer to foot the bill for assistance in carrying out a review as opposed to having to pay for the full review;
  - Similarly, Section 80 (1) (e) of the Act refers to “an application for validation of a programme” whereas this is transposed in Point 5 of Appendix 1 as “Programme validation” – once again, there may be more applications than validations;
  - Finally, Section 80 (1) (k) of the Act refers to “the submission of procedures for access, transfer and progression” whereas this is transposed in Point 11 of Appendix 1 as “Approval of procedures for ATP” – as there may be more submissions than approvals.

The Act takes care, within the subsequent sub-sections of Section 80, to preserve these distinctions when it refers to *“The Authority may, in relation to different applications, requests, submissions and reviews, or different classes of applications, requests, submissions and reviews, ....”*

## 4 Suggested Changes

### 4.1 A Single Principle Governing the Payment of Fees

If QQI wish to retain an over-arching principle, the following is suggested:

*“Fees will be applied to all relevant providers, as equitably as possible, across all awards and at all levels of the National Framework of Qualifications and will have sufficient transparency to give providers a reasonable degree of certainty about the fee structure that they are likely to face in the foreseeable future and to give QQI a reasonable prospect of covering their direct expenses”.*

The above adequately subsumes all the principles in QQI’s list.

### 4.2 A Template of Standard Fees

A pro-forma template of standard fees should be drawn up as soon as possible so as to reduce uncertainty and to give all stakeholders a basic frame of reference. The purpose is to give clarity and visibility to the fee structure so that indicative aggregate figures can be established for all groups of stakeholders. The template could be visualised as a simple Excel spreadsheet using the “Data Filter” function to reveal information on, amongst other things:

- Income from the 972 providers mentioned in page 3 of Green Paper 1 *“Green Paper on the Comprehensive Implementation of the Functions of Quality and Qualifications Ireland”*, broken down by the category type<sup>1</sup>, and across the various income streams, sub-divided by:
  - The 10 NFQ Levels;
  - The 15 Award Type Descriptors in Addendum 4 of *“Outline National Framework of Qualifications – Determinations made by the National Qualifications Authority of Ireland”*;
  - The 4 Award Classes (Major, Minor, Special Purpose and Supplemental Awards);

This breakdown should also detail the Number of Learners in each Location (e.g. Dublin, Cork, Limerick) receiving the Named Award (e.g. Higher Certificate in Science), and its Specialisation (Physiology and Health Science);

- All fees associated with the International Education Mark should also be covered including the annual charge;

<sup>1</sup> Category Type could include the 33 VEC’s, the 4 public statutory FET providers, the 110 recognised schools, the 667 non-statutory FET providers, the 10 Designated Awarding Bodies, the 13 Institutes of Technology with Delegated Authority, the 41 non-statutory HET providers, and the 94 ACELS.

- The pro forma template should incorporate fees for the services formerly carried out by the legacy bodies and listed in Appendix A of Green Paper 3.2; and
- Other information as required

The above is no more than basic management information normally required for business continuity purposes. It should form part of the annual reporting requirement on an ongoing basis, allowing QQI to generate cashflow forecasts and helping providers to identify the sectors where the greatest potential for new programmes exist. However, there is a much more critical need for it in the immediate-term – as historical practice in relation to charging fees has varied greatly by legacy body, stakeholders will not be able to arrive at a fair and equitable fee structure for the new body in a vacuum. Indeed, it is quite possible that the various classes of providers will seek to transition to the new uniform fee structure on a phased basis, over a number of years, and a template for helping to define that “glide path” needs to be put in place as a matter of urgency.

**Mchael O’Sullivan**  
**IPTAS**  
**23<sup>rd</sup> August 2013**

# QQI White Paper on Provider Access to Initial Validation – Some Comments from IPTAS

## 1 Unclear as to the Outcome of Validation for the Provider

### 1.1 QQI Interpretation is Getting Increasingly Restrictive over Time

IPTAS is unclear as to what “outcome” will accrue to the provider once the process of initial validation is complete. It is important that providers, learners, other stakeholders and the broader public have a good intuitive understanding of the difference between an entity that has successfully completed the initial validation process and one that has not. It is probably fair to say that some of IPTAS’s uncertainty in this regard can be attributed to different explanations and emphasis stemming from QQI Green Papers, White Papers and associated documentation. Here are just some examples:

- Green Paper 4.6 on the “*Provision of Information for Learners*” states that “*The provision of education and training is not a licensed or regulated activity in Ireland*”. There may well be a valid technical point being imparted here but Green Paper 4.11 on “*Provider Risk and Proportionality*” raises eyebrows in this regard by using the word regulation (or a derivation of it such as regulatory, regulated or regulations) a total of 42 times. But the essence of the message probably remains intact – a provider cannot describe itself as being a “licensed provider” or a “regulated provider”;
- Green Paper 1 on the “*Comprehensive Implementation of the Functions of Quality and Qualifications Ireland*” states that “*QQI does not refer to providers with access to its awards as ‘QQI registered providers’ as QQI has such a wide variety of relationships with different providers.*” So we now know that a provider can neither describe itself as being “licensed”, “regulated” or “registered”.
- This White Paper i.e. “*Policy and Criteria for Provider Access to Initial Validation of Programmes Leading to QQI Awards*” goes a step further. Page 8 states “*Successful completion of Stage 1 of the access to programme validation process does not, in itself, confer any status on the provider, other than to confirm that the provider is eligible to progress to Stage 2 of the process i.e. programme validation*”. So, at this stage, the provider is consigned to something of a limbo, with no “status” after Stage 1, but possibly hoping for deliverance at some point in the future.
- Unfortunately, the provider who escapes from limbo is destined to go in only one direction! The stance adopted by the QQI “*Progress Report: August 2013 White Papers*” is very explicit and uncompromising. It states, on the bottom of page 9, that: “*A number of substantial policy and structural decisions were made during the development of the White Paper*”. One of these is listed, on page 10, as follows: “*It is furthermore*

*emphasised that this policy will not create a registration process and that no status in (sic) conferred on any provider at any stage.” So that’s to be our lot then – no status at any stage?*

## 1.2 White Paper Proposals Impacts All Providers ...

IPTAS considers that this policy stance has serious repercussions for all providers:

- If the provider cannot be classified as licensed, regulated, registered or indeed as having any status at all, how will the Authority discriminate between providers that are listed on the register and those that are not? When it comes to maintaining a **Register of Providers** as required by Section 78 of the Act, how precisely is QQI going to differentiate between providers who will be included and those who will not?
- The White Paper proposals represent a serious loss in recognition from the situation that exists at present. For example, Paragraph 2.2.1 of the Green Paper discusses the **“Impact of Closing FET Awards Council and HET Awards Council Provider Registration”**. It states that *“The FET and HET Awards Councils each had policies and processes for registration of providers and the validation /accreditation of programmes”*. This provided the basis for one of the pages most often accessed on HETAC’s website where it lists **“HETAC Registered Providers”** and differentiates between
  - 1. Institutes with Delegated Authority from HETAC to make Awards\* (\* These are recognised institutions according to the Qualifications (Education & Training) Act 1999);
  - 2. Registered Providers currently providing programmes leading to HETAC awards
  - 3. Registered Providers with no learners on programmes leading to HETAC awards
  - 4. Applicant Providers
  - 5. Former Providers of programmes leading to HETAC awards

After describing why these processes closed to new applicants, Para 2.2.1 goes on to explain why this differentiation is now being terminated on the basis that *“QQI does not refer to providers with access to its awards as ‘QQI registered providers’ as QQI has such a wide*

*variety of relationships with different providers*". It seems a hopelessly inadequate explanation for such a far-reaching move. Does QQI genuinely consider that Green Paper 4.14 on the Re-engagement of Legacy Providers adequately explains the process whereby the current list of "HETAC Registered Providers", as displayed on their website, will be discontinued?

### 1.3 Most Serious Impact on Private Providers

However, the policy stance may have even more serious repercussions for private providers.

- The impression given is that QQI are intent on having only two classes of provider – statutory provider and relevant provider – and will go to quite laborious lengths<sup>1</sup> to avoid creating another. There is a strong inference that new

<sup>1</sup> For example, the full title of the White Paper is "*Policy and Criteria for Provider Access to Initial Validation of Programmes Leading to QQI Awards*". This unwieldy title did not happen by chance. Why is it not called "Policy and Criteria for Provider Registration", or "Policy and Criteria for Provider Validation" or "Policy and Criteria for Provider Recognition" or "Policy and Criteria for Assessment of Provider Capacity"?

private providers should access the NFQ via other routes and, in this respect, the proposals may be anti-competitive.

- QQI seems to be increasingly resorting to terminology such as relationships and engagement. However, it appears that non-engagement with QQI confers the exact same status as engagement – none! If that is the case, why enter into a relationship at all? This is a very fundamental question that has especially severe repercussions for currently registered providers who are trying to fend off competition from those who have no engagement whatsoever with QQI. If this is correct, the case for engaging with QQI – and only private providers have this option – is very seriously undermined.

## 2 International Comparisons

IPTAS is concerned about the lack of status for a provider whose capacity has undergone rigorous assessment and whose QA procedures have been quality assured and questions whether this accords with best international practice in this area. It could accordingly be construed that Irish providers are consequently placed at a competitive disadvantage to non-Irish providers. IPTAS further notes that the decision to strip private providers of their registered status coincides with the advent of the International Education Mark and wonders whether the efforts to promote the latter could be at the expense of the Framework.



### **3 Accreditation and Validation are Confused**

Whereas the definitions provided by QQI are quite different, they are often used as if they are synonymous. For example, the title of the Green Paper refers to 'accreditation' while the title of the White Paper refers to 'validation'. This adds to confusion.

**SUBMISSION BY:**

**Institutes of Technology Ireland**

*Please note this response appears as received  
and has not been proofed/edited by QQI.*

# Institutes of Technology Ireland - Jim Murray

## Feedback on initial set of QQI White Papers

### 1. Policy and Criteria for Provider Access to Initial Validation of Programmes Leading to QQI Awards

#### *IOTI Observations*

- IOTI notes that this policy relates to providers seeking access to initial validation of programmes leading to QQI awards, and that it is not applicable to legacy providers.
- IOTI notes that the proposed criteria and process are designed to test the capacity of new providers to design and deliver programmes and to define the scope of that provision. IOTI broadly supports this approach as it is intended to protect the interests of learners – in particular, that learners can reasonably expect to participate on well designed and delivered programmes, with clearly-defined learning outcomes – and to protect the general reputation of Irish education and training in terms of quality.
- IOTI considers that the detailed criteria (pp. 6-7) are fit for purpose and supports them. The process, which provides for pre-application engagement with QQI and self-assessment against the criteria, is also well-thought out and reasonable.
- IOTI notes that currently QQI's Validation Policy and Guidelines (p. 9) will be an enhanced version of the legacy FETAC and HETAC validation policies and processes. IOTI considers that this pragmatic approach may be unavoidable in the short term to enable QQI to reopen access to validation. However, IOTI would contend that the legacy policies should be revisited and reviewed as soon as possible so that more coherent, and possibly more consistent, approaches to validation may be developed in the future so as to facilitate greater collaboration and articulation between FET and HET.

### 1.2 Regulations for Protection of Enrolled Learners: Implementation of Part 6 of the 2012 Act

#### *IOTI Observations*

- IOTI notes that this policy relates primarily to private, voluntary and public providers not exempted under the legislation from the requirement to put in place arrangements for PEL; and that it therefore does not apply directly to Institutes of Technology, which are so exempted.
- IOTI notes that in certain circumstances any relevant provider including an Institute of Technology, may be required to assist QQI, in so far as is practicable, in the placement of learners affected by the cessation of a programme if requested. IOTI considers that some clarification should be made in due course about the funding arrangements that will be put in place in circumstances where an Institute of Technology or other exempt provider is requested to assist QQI in the placement of learners. Whether this should be set out in the policy or in a separate protocol is a matter for further consideration by QQI. The role of the HEA, as the funder of public higher education, might also be clarified in relation to this PEL arrangement.
- IOTI also notes that public providers, including Institutes of Technology, should consider PEL implications when entering into collaborative and joint awarding arrangements with

PEL-required providers, and that PEL should be addressed in the contractual arrangements.

### **1.3 Fees for QQI Services**

#### *IOTI Observations*

- IOTI considers that there is a need for further consultation with sectoral representatives, including the Secretaries and Financial Controllers/Finance Managers, in relation to the setting of fee levels. This will be a critical element to ensuring that principle 2.9 (p. 4) – that fees will be set a level that is sustainable both for QQI and the education sector – is adhered to. In evaluating the sustainability of the fees which QQI sets for its services, all the key stakeholders need to be involved in the discussion, including the providers themselves and, indeed, the funding bodies, especially the HEA.
- IOTI notes that, in setting fee levels, QQI will benchmark them against fees ‘charged by comparable bodies both within and outside the state’ (p. 2) and that it intends to set fees for some services on a full cost recovery basis (p. 5). IOTI considers that there is a need for further clarification on all of these matters and, in particular, on what basis it will select services for full cost recovery, and precisely how this will be calculated.
- IOTI considers that benchmarking is a good approach to determining the level of fees. Is there not an argument for including it as a principle? In undertaking benchmarking exercises on fees, it will be important the information gathered and used will be made public.
- IOTI considers that it is difficult at this juncture to comment on the fees issue in general, as the policies and procedures to which they will apply are still in development, and a fees schedule is not yet publicly available.

**SUBMISSION BY:**

**International School of Business**

*Please note this response appears as received  
and has not been proofed/edited by QQI.*

## International School of Business

1. **Re - Overall:** That the policy includes an encouragement by QQI for fellow providers, in the spirit of collegiality, to embrace the notion of PEL with and to be open and forthcoming with each other in this regard.  
Motivation: The current system of seeking arrangements for PEL "*with at least 2 other providers*" is a very sensitive procedure with what are essentially your commercial competitors. Any breaking down of barriers that QQI can do to foster a positive image for PEL and seeking contractual agreements with competitors would increase the ease with which providers would both give and receive such agreements. I think that point 2.6.2 goes some way to address this.
  
2. **Re - 2.6.1:** Given that QQI is obliging itself to assist learners to find a programme/certification similar to that of the original provider then we would recommend that the policy also includes reference to the availability of this database of 'similar' certification and its respective providers to those seeking PEL agreements.  
Motivation: If QQI were to supply prospective providers that were searching for PEL agreements with a definitive list of registered providers that offer similar courses/certification it would:
  - a. Assist in creating a non competitive atmosphere around PEL between providers and
  - b. Greatly assist (new) providers in identifying and approaching would be PEL bedfellows.

In the event that above two points are unclear, or if you wish to further discuss them please feel to contact me directly using the details above.

Finally, thank you for the opportunity to provide feedback on this and the other two policy documents.

Regards,

Darragh

Darragh O Briain  
Academic Dean  
International School of Business  
60-63 Dawson Street  
Dublin 2  
Ireland

Tel: 00 353 1 6355 828

Fax: 00 353 1 6351 120

**SUBMISSION BY:**

**Irish University Association**

*Please note this response appears as received  
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## **The Irish University Association (IUA) - Lewis Purser**

### Fees

While the rationale for QQI to seek to operate on a “cost recovery” basis is well understood, the universities wish to assert the position that other public bodies (and indeed private bodies) are likewise required to keep necessary costs to a minimum and to seek value for money for all services provided. The legitimate requirements of QQI should in no way be seen as superior to the equally legitimate requirements of other public or private bodies, whose *raison d’être* is not to provide a revenue stream for QQI, in respect of services which may in fact in certain instances be considered as impositions rather than services.

The universities also wish to inform QQI that professional and other services provided to the universities are subject to normal procurement procedures by the universities collectively, including negotiation on prices and fees.

QQI services should, where possible, be integrated to ensure policy and practical coherence (eg IEM, ATP, RPL and other reviews should be integrated into overall institutional review processes) for both QQI and the provider, and to reduce costs significantly.

Lewis Purser

Irish Universities Association (IUA)



**SUBMISSION BY:**

## Learning Languages International

*Please note this response appears as received  
and has not been proofed/edited by QQI.*

## Learning Languages International

To whom it concerns:

In **2.4.3 b)** of Regulation and Protection of Enrolled Learners:

Regarding QQI compliance the recognized school must contact alternate providers regarding protection arrangements for PEL to ensure that the arrangements of the alternate schools are sufficient.

This does not seem practical for those ELTO providers who offer short stay programmes of 2 – 4 weeks to junior students. There is a presupposition that education programmes under the current schemes of accreditation are 'long stay' adult students. The provision in **2.4.3 b)**, is not workable or practical in this case. It would be very challenging to have a system in place to operate PEL when students would arrive and then leave after 13 days while concurrently other students would be enrolled on an ELTO programme and arriving on a continuous enrolment basis.

To whom it concerns:

Under **2.2.2**

*B. Resource, governance and structural requirements:*

The term 'sufficient resource base' is open to mis-interpretation and as it comes under 'Detailed Criteria' it does not set down clear criteria to interpret sufficiency. What bounded criteria can be set down for a university and an accredited summer language school which can be applied to both ?

The reference to having 'appropriate....marketing strategies' is itself inappropriate. The term 'marketing' should only be referenced in relation to the programmes advertised by whatever means electronic or paper material provided by the school. I do not believe that QQI should be involved in any way with evaluating the appropriateness of the marketing strategy of an organization. QQI's remit is related to the implementation, accreditation or quality control of programmes and courses as delivered by colleges and institutions.

Regards,  
Eugene

**Eugene Murphy M.Ed**

**SUBMISSION BY:**

**Local Government Management Agency**

*Please note this response appears as received  
and has not been proofed/edited by QQI.*

## **Local Government Management Agency - John Conway**

Sir/Madam

I am contacting you on behalf of the Local Authority Services National training Group (LASNTG). The LASNTG is the training committee of the Local Government Management Agency (LGMA) and is also an FETAC/QQI approved provider. LASNTG operates a network of 5 Regional Training centres that provide certified and non certified training to local authority staff on a shared service model. The views expressed here are the views of the LASNTG and the LGMA.

### **Policy and Criteria for Provider Access to Initial Validation of a Programme Leading to a QQI Award**

- In a general sense LASNTG would support what is proposed in the white paper. It itemises what will be in effect a two step application process for new applicants. Stage 1 will be similar to what LASNTG went through with the QA application to FETAC. Step 2 is programme validation similar to what we went through with our level 5 Water and Wastewater Treatment programmes.
- This policy wouldn't apply to LASNTG as we have already been approved and had programmes validated. Only step 2 will apply to us when we submit new programmes for validation.
- My only concern with this policy white paper is the seeming exclusion of employers (or professional bodies) from seeking access to QQI validation for programmes. The policy is clear (2<sup>nd</sup> last para on page 3) that *'In order for a provider to seek access to QQI validation of its programmes, education and training must be a principal function of that provider.'* While this wouldn't cause any problems for LASNTG and the RTCs the Criteria for access to programme validation (2.2.1 page 6) states that *'a provider must, within the scope of access sought: be an established legal entity with education and training as a principle function.'* As LASNTG has already obtained approved provider status this definition is unlikely to cause us any difficulties. However this definition might (in future) cause employers seeking to have in house training programmes leading to QQI awards to be deemed ineligible. The consequence of a strict interpretation of this would be that employers would always have to engage a QQI approved trainer on a commercial basis. This would probably be in line with the majority of employers would provide their training but it is limiting an employers ability to provide accredited training with their own in-house resources.
- Section 3.1 (page 8) states that a fee will apply for applications from prospective providers. However the 3<sup>rd</sup> white paper on fees for QQI services doesn't contain any detailed scheduled of what level the fees will be set at.

### **Regulations for Protection of Enrolled Learners: Implementation of Part 6 of the 2012 Act**

In general the LASNTG doesn't see any problems with this white paper as it really only applies to providers that offer programmes that are of three months or longer duration. However the following points should be noted:

- Page 3 provides a list of providers that are exempt. The list identifies universities; IoTs; SOLAS, NTDA; Teagasc, BIM; ETBs and recognised schools. However no mention is made of a publicly funded body providing training for its own employees (such as the LASNTG) or on a contract basis to other employers. In these cases it is the employer that pays not the employee. Therefore the enrolled learners are never at a loss. Would it be possible for other public sector bodies, such as the LASNTG, to become an exempted provider?
- Page 4 of the white paper defines 3 months duration as being 3 calendar months from 'the period from commencement of instruction to the point when learners have been assessed for the purposes of completing the programmes.' It doesn't mean that the course has to be run full time for 3 months or more. By this definition some programmes offered by the

LASNTG (e.g.) Water Treatment and Wastewater Treatment, where there is a follow up practical on-site assessment after the taught part of the programme, could extend to over 3 months but the actual duration of the classroom based taught elements would only be 5 or 6 days. This definition of 3 months may present problems for the LASNTG where heretofore none existed (i.e.) regulations for protection of enrolled learners never applied to us previously.

### **Fees for QQI Services**

- It is hard to make any detailed comment here when there is no detail given on what level of fees will be charged. The white paper refers to a schedule of fees to be agreed with the Minister and then published as soon as practicable. No time line given for setting and publication. The principle they are working under is the need for possible full cost recovery for transactions between QQI and providers.
- In the principle governing the setting of fees (pages 4 & 5) there is no mention of any input from providers regarding the level of fees and how the fees will be scheduled. It seems from our analysis that QQI will determine whether an annual fee plus transactional fees will be applied to a provider without any negotiations with the provider? There doesn't seem to be any explicit commitment in the white paper for QQI to engage with providers before and after fees and the payment structures are put in place for providers. There seems to be no process for provider feedback on the impact of the fees charged.
- Principle 2.14 states that fees will be charge for resubmissions but there is no clarity in the other white papers on what will trigger the need for a resubmission. What is a resubmission is needed because of issues internal to QQI and not the provider?
- Principle 2.19 states that a single multi-annual fee will be charged where possible? Is this to be determined for each provider based on level of likely submission activity? No clarity on the process to be used to arrived at when determining the multi annual fee. No detail on how providers could appeal the fee determined by QQI?

The LASNTG and the LGMA are happy to have our submission published.

As requested my contact details are shown below.

Regards

John Conway

**SUBMISSION BY:**

## Marketing English in Ireland

*Please note this response appears as received  
and has not been proofed/edited by QQI.*

## Marketing English in Ireland

To whom it concerns:

All contact details are below.

We are responding as a representative of MEI schools.

We are happy for our submission to be published.

Below are comments/suggestions/observations from MEI office on the White Paper on Regulations for Protection of Enrolled Learners (PEL):

1. Definition of Enrolled Learner ('a learner who has enrolled in a programme of education and learning'). We suggest that the definition be expanded/refined to 'a learner present in the jurisdiction who has already commenced a course for which fees have been received'.
2. Moneys most recently paid: White Paper position is:  

'For programmes of up to one year in duration, a provider must have adequate arrangements in place to meet a claim for refund in respect of the full duration of such programmes. In respect of programmes the duration of which is greater than the equivalent of one year, and where fees and other payments are required to be made for the learner for each year, a provider must have adequate arrangements in place to meet a minimum of one year's provision of claim for refund available at all times. In summary, learners are entitled to the refund of up to one year of moneys paid'.

ELTOs run a rolling enrollment so students can start at any time, and can enrol for different periods. Also, because ELTO classes are based on the students' language level, students can be mixed in class with other students of varying duration of study. As such, the administration of this system would be very difficult for ELTOs, and given the variation in the size in schools in the sector, might be impossible for smaller schools. Given that MEI membership has Learner Protection as a condition of membership, it seems that students are already protected by such MEI membership, and because of the nature of ELTOs there is no issue with providing similar courses we suggest that the regulation re moneys paid should allow for the exceptional nature of the MEI guarantee.
3. Sections 2.3.3 and 2.5.1 refer to Learner Protection being activated by the withdrawal of QQI programme validation. Is that the same as where QQI withdraws recognition from an ELTO? An ELTO can continue to function and teach without QQI recognition and the provider will continue to retain fees paid. As MEI regulations stipulate that MEI membership is co-terminus with QQI recognition then an ELTO that lost QQI recognition would no longer be an MEI member, so the MEI Learner Protection policy would not apply. QQI validation of programmes does not apply to ELTOs.
4. Where students have signed up for courses they know are being sold for below market value, and where the provider of such courses then ceases trading, it will remain open to the MEI office to take such factors into account when administering the MEI Learner Protection policy.
5. The MEI Code of Practice refers to the activation of Learner Protection policy in the MEI Bye-Laws. In the MEI Bye-Laws 2.3 (e) says: 'In the interest of Learner Protection MEI members

must agree that , in the event of an MEI school going unexpectedly out of business, that they will accept into existing classes an agreed, reasonable number of students whose course of tuition in the closed school has not yet expired. The allocation of such students will be agreed with and managed by the MEI office'. The above Learner Protection policy was activated twice: once when an MEI school unexpectedly ceased trading and, secondly, when a non-MEI, but recognised, school also ceased trading unexpectedly. In both cases all disadvantaged students were successfully placed in MEI schools.

Kindest regards,

**David O'Grady**  
*CEO*

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**Marketing English in Ireland**



**SUBMISSION BY:**

**National Adult Literacy Agency**

*Please note this response appears as received  
and has not been proofed/edited by QQI.*

## **National Adult Literacy Agency**

### **Submission from the National Adult Literacy Agency to the QQI White Paper consultation document 'Fees for QQI Services'**

NALA 27 August 2013,

Contact: John Stewart, National Adult Literacy Coordinator, 01 4127913, [jstewart@nala.ie](mailto:jstewart@nala.ie)

NALA welcomes the opportunity to contribute to the consultation process on the *QQI White Paper Fees for QQI Services*. NALA is a strong supporter of the reform process in education and training in Ireland. NALA supports the approach adopted by the QQI in developing a fee structure, which is based on establishing a clear set of principles from the outset.

#### **Rationale for our submission**

The International Adult Literacy Survey in 1997 highlighted the extent of literacy difficulties among Irish adults. According to the survey, **one in four Irish adults has a significant literacy difficulty**. To date, this remains the most up-to-date information on adult literacy levels in Ireland. A current OECD international survey called PIAAC (the Programme for the International Assessment of Adult competencies) will be published in October this year. Standards among Irish 15-year-olds in school showed a significant decline in literacy and mathematics in the latest OECD (PISA) results.<sup>1</sup> Reading ability of Irish 15-year-olds ranks in 17th place out of 39 countries, compared to 5th place in 2000, while Ireland is below the OECD average in mathematics. These young people are now adults. People with literacy difficulties are more likely to be unemployed and at risk of social exclusion.<sup>2</sup> They are more likely to be long term unemployed.<sup>3</sup> In addition, NALA research<sup>4</sup> reports that people with literacy difficulties are likely to have lower earnings and lower career aspirations. They are also less likely to become involved in their community, vote or do voluntary work.

NALA believes it is essential that the fee structure established by the QQI would not create a further barrier to adults with literacy and numeracy needs returning to education. On the contrary, the QQI fee structure should facilitate adult learning, particularly for those who were least well served by education and training systems in the past. In our view, this means that there should be no cost to learners receiving QQI awards at NFQ levels 1-3. Fees for services charged to providers supporting such learners should be minimal or zero.

#### **1. NALA advocates that as a matter of principle any new QQI fee structure would have free fees for awards to learners at NFQ levels 1-3.**

- The total population in Ireland aged 15 years and over whose full-time education has ceased and whose highest educational attainment is primary level is 456,896, while another 499,489 have lower secondary level as their highest educational attainment.

<http://www.cso.ie/en/statistics/education/principalstatistics/>

This means nearly one million people in Ireland (aged 15 years and over whose full-time education has ceased) have NFQ level 1-3 as their highest level of educational attainment. These are people who have benefitted least from the state's education and training systems and from public investment in education. Introducing fees may act as a barrier to Irish

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<sup>1</sup> What Students Know and Can Do: Student Performance in Reading, Mathematics and Science, OECD Programme for International Student Assessment, 2009.

<sup>2</sup> Skills and Labour Market Research Unit, FÁS (2009) *National Skills Bulletin 2009*. Dublin: FÁS.

<sup>3</sup> O'Connell, P.J. *et al* (2009) *National Profiling of the Unemployed in Ireland, Research Series Number 10*. Dublin: Economic and Social Research Institute.

<sup>4</sup> National Adult Literacy Agency (2009) *A cost benefit analysis of adult literacy training*. Dublin: NALA.

citizens addressing their literacy and numeracy needs and redressing educational disadvantage.

The QQI policy on fees for services should include a principle that fees would not be charged to adults for awards at NFQ levels 1-3.

**2. NALA advocates that a QQI fee structure would have free to minimal fees for providers that work with learners to achieve awards at NFQ levels 1-3.**

- The QQI Consultation Events Feedback Report, May 2013, noted *“General agreement among delegates in the discussion that there is a need for different level of fees for different provider groups i.e. small versus large private providers, community and voluntary sector providers etc.*

*Smaller centres that cater for level 1 to 4 (and provide a starting point for people to get back to education) who don't have the resources will fall by the wayside if fees for QA are too expensive. One delegate suggested thousands of learners will be lost.”*

- Access to certification at levels 1 and 2 currently remains so limited it could act as a barrier to learners, particularly to adults who were least well served by education and training systems in the past. In 2013, ten years after the NFQ was launched, where a person lives, and which statutory provider a person accesses services from, are still determinant factors in the availability of awards to that person at levels 1 and 2. Leadership from the QQI is needed to address these inequalities. The QQI response should ensure that fees do not further restrict access to - and participation within - the initial levels of the NFQ, particularly for adults seeking to improve their literacy and numeracy.

**3. NALA advocates that it should be a principle that fees will not act as a barrier to individual learners seeking awards at levels 1-3.** As they stand, the twenty-two principles make no reference to learners at all.

**Additional points**

- The White paper on fees notes that “It will also apply to learners who make an application for a QQI award.” However it is not clear what this means.
- Principle 2.3 should be reworded so that fees **may** - rather than **will** – span awards at all NFQ levels.
- Principle 2.21 provides for an upwardly only revision of fees and should be amended.

## **The National Adult Literacy Agency**

The National Adult Literacy Agency (NALA) is an independent organisation that is the voice of adults wishing to improve their literacy skills, and is committed to raising adult literacy levels.

### **NALA's vision**

We want Ireland to be a place where adult literacy is a valued right and where everyone can both develop their literacy and take part more fully in society.

### **Our mission**

Our mission is to be the voice of adult literacy in Ireland and, with our partners, influence policy and practice to support people in developing their literacy and numeracy.

### **How NALA defines literacy**

Literacy involves listening and speaking, reading, writing, numeracy and using everyday technology to communicate and handle information. But it includes more than the technical skills of communications: it also has personal, social and economic dimensions. Literacy increases the opportunity for individuals and communities to reflect on their situation, explore new possibilities and initiate change. The definition of literacy is also changing as the concept of 'literacies' becomes more widely understood. This concept recognises that people use different skills for various real-life situations, for example using a computer, reading workplace instructions or understanding a payslip. If a person needs to develop confidence and skill in particular aspects of literacy, it does not mean that they have difficulty with all of the basics. Equally, if a person has a qualification, it does not always mean that they have high levels of literacy. Many adults who have not practiced their literacy for a number of years lose confidence and skills.

**SUBMISSION BY:**

**National College of Ireland**

*Please note this response appears as received  
and has not been proofed/edited by QQI.*

## **National College of Ireland**

### **Stakeholder Feedback from National College of Ireland on the QQI White Paper on:**

#### **Regulations for Protection of Enrolled Learners:**

#### **Implementation of Part 6 of the 2012 Act – August 2013**

Contact details: Dr Phillip Matthews, President, responding on behalf of National College of Ireland with consent for our submission to be published.

Contact details: Tel (01) 449 8636 e-mail: pmatthews@ncirl.ie

#### **NCI Response**

The purpose of the provisions in the 2012 Act as stated in the white paper is to “ensure that learners enrolled on a programme are not disadvantaged in the event of the programme ceasing prior to completion.” We agree with the philosophy and intent of the legislation; however we strongly suggest that ALL elements of the legislation should apply to ALL providers. More specifically we do not agree that any provider should be exempted from the legal requirements for PEL. The list of exempted providers is comprised of public providers and we do not believe that there is any justifiable rationale as to why public providers should be exempted from making such provisions. Legislation aside, if a programme ceases prior to completion in a public provider, then that provider and QQI still has an obligation to ensure that students can transfer to a similar programme or have all monies paid refunded (reference the recent case of AIT’s Audiology programme) so under what rationale are they exempted from putting PEL provisions in place? We would argue that this exemption means that there is a potential lack of risk management with respect to PEL within public providers.

Moreover with respect to specific Regulations:

#### **2.2 Information for Learners**

Regulation 2.2.1 (f) states that “where no PEL arrangements are in place, that this fact be made clear.” Does this requirement apply to all programmes (> 3months) that a provider offers, or is it just for programmes that have been validated by QQI under these regulations? If it is the latter, we would question how this situation could arise as programme validation would require that PEL provisions are in place, unless the provider is specifically excluded under Section 64 (5).

If it is the former then we would strongly suggest that public providers who are exempted from PEL arrangements, should also be required to state that they do not have PEL arrangements in place.

#### **2.3 Arrangements for PEL**

Regulation 2.3.2 parts (a) and (b) outline the nature of PEL arrangements that are required, comprising “An agreement between the provider of the programme and *at least 2 other providers* that an enrolled learner may transfer to” or “arrangements in place which enable that provider to refund to an enrolled learner”. Requiring this of independent/private providers represents a

significant and competitive disadvantage (versus public providers) and a barrier to innovation. No truly novel or niche programme will have 2 other providers to whom learners can transfer and the cost of financial bonding across multiple programmes is inhibitive. The independent/private sector providers are often the first to innovate and respond to industry needs and in particular have been hugely innovative and responsive to labour market activation initiatives. This regulation and the legislation should apply to ALL providers.

#### **2.4 Process for Demonstrating Compliance with PEL Regulations**

Parts 2.4.1 to 2.4.6 outline the provider responsibilities for demonstrating PEL compliance proposed by the white paper. Once again we would strongly suggest that the legislation and the regulations should apply to ALL providers. We have already highlighted the practical realities of finding 2 providers for novel programmes and the burden of financial bonding; demonstrating compliance

under these regulations represents a significant burden of work that will also not apply to public providers.

In summary, we see no rationale as to why public providers should be exempted from PEL arrangements; applying such legislation and regulations purely to independent/private providers (who are an extremely important part of 3<sup>rd</sup> level provision) places them at a significant disadvantage.

**SUBMISSION BY:**

**National University of Ireland**

*Please note this response appears as received  
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## **National University of Ireland**

NUI values the opportunity to comment on the QQI White Papers and offers the following observations:

### ***Regulations for Protection of Enrolled Learners (PEL)***

*QQI's 'Criteria for Access to Programme Validation' include requirements for arrangements for the protection of enrolled learners "that meet QQI's criteria". It is unclear to what extent these criteria include the appropriateness of the arrangements for alternate provision for enrolled learners in the event of a programme cessation. It may be prudent for QQI to include in its criteria consideration of the geographical proximity of the proposed alternate providers and their accessibility for enrolled learners.*

*NUI will explore the operation of PEL arrangements within the university in consultation with its associated institutions.*

### ***Fees for QQI Services***

*The University notes that QQI will agree a Schedule of Fees with the relevant government ministers. As a designated awarding body which is not a provider, we look forward to discussing the fees that may apply to NUI for services provided by QQI, particularly for 'Review of Quality Assurance of NUI'.*

We are happy for these comments to be made publicly available.

On behalf of NUI,

Attracta Halpin

**SUBMISSION BY:**

**National University of Ireland, Maynooth**

*Please note this response appears as received  
and has not been proofed/edited by QQI.*

## National University of Ireland, Maynooth

To whom it concerns,

On behalf of NUI Maynooth I provide the following comments on the draft White Paper on Fees for QQI Services.

### 1. the Legal Interpretation:

We note and welcome the references in the 2012 Act to provisions for different fees. We expect that these provisions will be used to differentiate between providers on the basis of the extent of their relationships with QQI.

We note the legal specification that the annual charge for the IEM is limited to €50,000. We would be deeply concerned if QQI decides to uniformly apply an annual charge of €50,000 to all providers. A charge of this level would be excessive

for providers such as the universities who have already been subjected to in-depth institutional quality reviews. A successful outcome from an institutional review should in itself merit granting the IEM without any further charges.

If there is to be any IEM charge for universities we would ask you to provide more detail on the expected benefits for the university. We would need assurance that a cost/benefit assessment would yield a positive outcome for the university.

### 2. The Principles guiding QQI in relation to fees for services:

(a) We welcome in particular principles 2.1, 2.2, 2.5, 2.15, 2.19 and 2.20

(b) We are concerned about the lack of clarity in the statement of some principles: for example

- 2.8 does this imply that fees will only apply if there is a *prima facie* expectation of a positive outcome from engagement with QQI - who will determine the *prime facie* expectation?

- 2.9 Who will determine what is a sustainable level of fees for both QQI and the education and training sector? Will be there a dispute resolution mechanism in place?

- 2.13 In what circumstances will exemptions or waivers apply?

- 2.14 At what level will be resubmission charges be set - how will they relate to initial submission charges?

- 2.16 How / who will determine the appropriate full cost recovery of fees?

- 2.21 does the inflation adjustment allow for reductions if there is no inflation? on what basis will inflation be calculated?

- 2.22 the concept of sustainability has been used already in 2.9 where it refers to 'sustainable for both the QQI and the education and training sector'. In 2.22 it is unclear to whom the concept applies.

Given the uncertainty and / or ambiguity in relation these principles we suggest that they should be omitted.

(c) We cannot support principles 2.6 and 2.7. Principle 2.6 relates to how QQI undertakes its roles.

The principle should be that QQI will carry out its work in the most effective and efficient manner

2.7 begs the question how will the 'added value of the service to the beneficiary' be determined and by whom.

Kind regards,

Jim Walsh

**SUBMISSION BY:**

**Seda College**

*Please note this response appears as received  
and has not been proofed/edited by QQI.*

## Seda College

Dear QQI,

We are writing regarding the invitation for submissions and observations on the August 2013 white papers. Having read the Progress report for the three August 2013 white papers, as well as the white papers themselves, we would like to make the following observations:

### **1. Provider Access to Initial Validation of Programmes leading to QQI Awards (White Paper)**

We are in agreement with the importance attached to capacity and the quality criteria underlying this policy. We agree with the sequential two-stage process, but would be concerned with possible undue delays resulting from the stages of the process not running in parallel. We welcome the introduction of interim arrangements to open access to accreditation for ELTOs as we feel it is important that all ELTOs are facilitated to apply for and gain a quality mark. This is vital for the preservation of the reputation of ELTOs in Ireland.

**2. Regulations for Protection of Enrolled Learners: Implementation of Part 6 of the 2012 Act (White Paper).** Regarding section 2.3 Arrangements for PEL, we feel it would be important to clarify the relationship between the two “arrangements in place” as outlined in 2.3.2. We are unsure whether institutions may choose freely between the two options or whether the second option, that of putting in place financial arrangements, can only be made use of if the first option is untenable.

The white paper does not appear to specify what exactly constitutes “financial arrangements”.

Is this viewed in the narrow sense as a large cash based bond or is it open to wider interpretation which could include options such as those suggested below?

While we agree in principle with the necessity to protect learners in order to protect the reputation of the education sector, specifically ELTOs, it may be difficult for some larger ELTOs to organise reciprocal arrangements with two or three other schools as it would place a huge burden on the other schools should one of them close. For example, an ELTO with 200 students and arrangements with three other schools would have to send approximately 70 students to each other school should it close. In the current economic climate, this would be too much of a financial burden for a school.

In practice, such an organisation would have to have in place agreements with between 7-10 providers if the system was to be feasible. Such a system would be difficult to establish and to maintain. Expansion would be contingent upon getting likely competitors to agree to reciprocal arrangements.

Historically, ACELS seemed to have operated an informal system of requiring accredited schools to accommodate learners displaced by course closures. It is our belief that this could be formalised with providers giving legal commitments to accommodate displaced learners.

This system could be underpinned by some kind of insurance scheme akin to professional indemnity insurance or perhaps a sectoral bond that providers would all contribute to in line with policy relating to the travel industry.

We appreciate that to a certain extent QQI hands are tied by the legislation but it is our belief that strict letter of the law enforcement will prove to be counterproductive.

### **3. Fees for QQI services (White Paper)**

We agree broadly with the points outlined in section 2

Best wishes,

Paul Brown, Principal

Carol Cregg, Director of Studies

**SUBMISSION BY:**

**Society of Chartered Surveyors**

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## Society of Chartered Surveyors

### Fees

Dear Sir/Madam

I am responding on behalf of the Society of Chartered Surveyors Ireland.

We are happy for our comment to be published.

Comments as follows:

- Request clarification as to whether fees would apply to pre-application stage.
- Would be supportive of principle **2.8** *Fees will support QQI's approach to engage with providers when they have a reasonable prospect of a positive outcome from the engagement.*
- Request clarification in respect of refund policy in the event that application is unsuccessful at Stage 1 of application.
- Fees charged to professional bodies for recognition of qualifications on the National Framework of Qualification should reflect that education and training are not the primary function of the organisation (nor its primary source of income). This is referenced in principle **2.11** *The determination of fees will have regard to the nature, type and mission of providers and the programmes they offer.*
- Propose the inclusion of a "service level agreement" between applicant and QQI at commencement of process - setting out and agreeing fees, schedule/timetable of process from application to recognition, and agreed levels of service.

Many thanks for the opportunity to consult on the White Paper. We look forward to continuing to liaise with QQI.

Kind regards

Zoë O'Connor



**SUBMISSION BY:**

**SQT Training**

*Please note this response appears as received  
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## **SQT Training**

*To whom it may concern:*

*This response has been sent on behalf of **SQT Training Ltd** in relation to White Paper – Regulations for Protection of Enrolled Learners: Implementation of Part 6 of the 2012 Act.*

We recognise the importance and significance of the Qualifications and Quality Assurance (Education and Training) 2012 Act with respect to the legal requirements pertaining to protection of enrolled learners. The company are committed to fulfilling its legal obligations.

Given the specialised nature of QQI/HETAC accredited programmes which we deliver, it is not practical to have arrangements in place with at least two other providers, therefore we have satisfied our legal obligations through a secured financial bond.

Of notable relevance to us is the legal interpretation of the act (Section 1.1 of this white paper). This interpretation has significant implications for the level of financial bonding which needs to be secured. We would like to highlight two important points.

1. **Financial bonding requirements during the assessment period:** Learners of our QQI/HETAC programmes are required to submit assessment up to 12 months following completion of up to 20 days tuition, (varies 5 to 20 days). For most major awards assessment is much more closely time-linked to delivery. Consequently, although tuition may be complete, in the event that these PEL arrangements are activated, the full course fee must be paid out to learners where monies have been paid, therefore the full amount must be securely bonded for a long period of time.

We believe that a fairer, more equitable approach (in cases where classroom training is fully complete and only assessment is outstanding) would be to calculate the financial bond based on an “assessment fee”. For example, this may be 10% of the entire course fee which could be used to cover the cost associated with completing the assessment process only.

2. **Multiple intakes per year:** Also of relevance to us is that unlike larger colleges that would generally accept two primary intakes per academic year, we accept applications on an on-going basis and could therefore have ten to fifteen intakes of some programmes per year. This further complicates the bonding arrangements given that the collective learner cohort are at various stages of a given programme at a particular point in time.

To conclude, whilst we understand that QQI must enforce the legal requirements of the 2012 Act, and are not in a position to change the fundamentals of the act, it is important that due consideration is given to the various types of providers and the many different delivery models in use so that the policy can be implemented fairly and effectively by each type of provider.

*Kind Regards,  
Lorraine*

**Lorraine Halpin**  
**Director of Quality and Academic Affairs**  
SQT Training Ltd, The Callan Centre,  
National Technology Park, Limerick

**SUBMISSION BY:**

**St Patrick's College, Drumcondra**

*Please note this response appears as received  
and has not been proofed/edited by QQI.*

## **St Patrick's College, Drumcondra**

### **Submission: Quality and Qualifications Ireland QQI Consultation Process Phase One: Response to White Papers, August 2013**

I make this submission on behalf of St. Patrick's College, Drumcondra. Once again, we welcome the opportunity to participate in the public consultation process underpinning Quality and Qualifications Ireland (QQI) policy development programme. This submission reflects our feedback on the phase of consultation on the White Papers published in August, 2013; specifically in respect of;

1. Policy and Criteria for Provider Access to Initial Validation of a Programme Leading to a QQI Award
2. Regulations for Protection of Enrolled Learners: Implementation of Part 6 of the 2012 Act
3. Fees for QQI Services

Of note, the detailed Progress Report which accompanied these documents was found to be particularly useful; in that the provision of information on the outcome of the consultation phase re: the Green Papers (June 2013), the outline of the context of drafting of each of the three policy papers and clarification of the rationale for the policies proposed within the White Papers assisted significantly in terms of our preparing feedback.

In respect of White Paper 1, Re: providers seeking access to QQI programme validation for the first time, the College endorses the stated central principle of '*.....proportionality of capacity*' as per providers activity – as this principle centrally acknowledges the diversity of provision which pertains in the field of education and training. On the grounds of consistency, the College accepts the title change and endorses the clarity inherent in the White Paper in respect of status – whereby it is clearly delineated that status is conferred on the programme (not on the provider) upon validation. The multi-staged process (Pre-conditions, Assessment of Capacity, Programme Validation) is viewed positively and again centrally places the principle of diversities of contexts of education and training provision. Section 4 sets the frame of review of the policy as 2 years from adoption or earlier if necessary – is viewed positively as the provision allows for the responsiveness of policy to the increasingly changing landscape of education and training.

In respect of White Paper 2: Re: protection of enrolled learners (PEL). The understanding of the College, as a long established College of Education and a linked provider currently moving forward towards amalgamation with Dublin City University, is that the College falls under the remit of Section 1(c) as a provider which is exempted under the legislation from the specific requirements of Regulations 2.3, 2.4 and 2.5 which pertain to arrangements for PEL for the programmes on offer. In respect of White Paper 3: pertaining to fees for QQI services: while aware of the broad nature of the principles outlined in Section 2 – two minor point of feedback emerged. Firstly in respect of 2.12 which refers to sanctions – we suggest the use of the word 'may be' as opposed to 'will be' which would allow wider discretion on the part of QQI in determining the context of the providers in default. And secondly, in respect of 2.14 which relates to fees for resubmission, we again suggest the use of the word 'may be' as opposed to 'will be' as there are two grounds referred to in the 2012 Act whereby no further fees are payable on resubmission (cf. Section 30 (6) and Section 56 (8)).

As noted in our response to the Green Paper on the matters of fees for QQI services, as amalgamation with Dublin City University progresses we will work towards alignment with the University's position on the fees for QQI services. Until this process is finalised, the Quality Promotion Unit and College Management of St. Patrick's College, are open for your consultation with us on any emergent matters in relation to QQI Services.

We again see this as an opportunity to state that in alignment with the EU agenda on lifelong learning, the College is keen to see that social inclusion is centrally positioned across the suite of policies under development.

We anticipate and welcome the strengthening of the communication process between QQI and the College and look forward to building on the strong relationship already present. And as the College moves, into the future, towards amalgamation with Dublin City University, we anticipate continuing and deepening our engagement with QQI.

Dr. Catherine Maunsell  
Director of Quality Promotion and Assurance  
[catherine.maunsell@spd.dcu.ie](mailto:catherine.maunsell@spd.dcu.ie)  
August 2013

**SUBMISSION BY:**

**Swan Training Institute**

*Please note this response appears as received  
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## Swan Training Institute

### Re Regulations for Protection of Enrolled Learners: Implementation of Part 6 of the 2012 Act

*Moneys most recently paid:*

*For programmes of up to one year in duration, a provider must have adequate arrangements in place to meet a claim for refund in respect of the full duration of such programmes. In respect of programmes the duration of which is greater than the equivalent of one year, and where fees and other payments are required to be made by the learner for each year, a provider must have adequate arrangements in place to meet a minimum of one year's provision of claim for refund available at all times. In summary, learners are entitled to the refund of up to one year of moneys paid.*

The vast majority of ELTOs run a rolling enrollment so students can start at any time, and can enroll for different periods. Also, because ELTO classes are based on the students' language level, students can be mixed in class with varying durations of study. As such the administration of this system would be extremely difficult for schools, and given the variation in the size of schools in the sector, might be impossible for smaller schools. Given that MEI membership has learner protection as a condition of membership, it seems to us that students are automatically protected by that membership, and because of the nature of ELTOs there is no issue in providing similar courses, then Swan training feels that the regulation re moneys paid should allow for the exceptional nature of the MEI guarantee.

*2.3.3 PEL arrangements will be activated when:*

- a) A provider fails to provide a programme of education and training of three months' duration or longer where moneys have been paid, for any reason including by reason of insolvency or winding up of that provider, or where QQI withdraws programme validation.*
- b) Enrolled learners have begun, but not completed a programme of education and training of three months' duration or longer where moneys have been paid and the provider ceases to provide the programme before that programme is completed for any reason, including by reason of the insolvency or winding up of that provider, or QQI withdraws programme validation*

In the case of QQI withdrawing recognition from a higher level institution, we can understand the case for activating the learner protection arrangements as the loss of the recognition would inevitably lead to the closure of its courses. In the case of QQI withdrawing recognition for an ELTO, we do not believe that the PEL arrangement should be activated. This is because an ELTO can still function financially and legally without QQI recognition, and can still market abroad and get students from within the EEA. AS such, we feel that the only condition in which PEL would be activated is for a valid insolvency.

Oliver Lyons  
Director

**SUBMISSION BY:**

**Trinity College Dublin**

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## Trinity College Dublin

### QQI White Paper 2: Regulations for Protection of Enrolled Learners

With regard to Paper 2: *Regulations for Protection of Enrolled Learners (PEL): Implementation of Part 6 of the 2012 Act*, TCD welcomes the development and implementation of policy for protection of learners and acknowledges that while universities are exempted under the legislation from the specific requirement to put arrangements in place for PEL, a number of other obligations in respect of PEL would apply as detailed in regulations 2.2 and 2.6.

Regulation 2.2: In relation to the requirement to provide information to learners, section 2.2.1 (f) states that all providers must make publically available *'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'*. As the universities are exempted under legislation from the need to have PEL arrangements in place, we suggest that this should read *'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 **or required by legislation**, that this fact be made clear'*

Regulation 2.6: In relation to the requirement to assist QQI in accommodation of learners affected by the cessation of a programme, section 2.1.4 states that *'All relevant providers, including public providers, **have a duty to assist** QQI in the accommodation of learners affected by the cessation of a programme **if requested**, and this request shall be reflected in their (QA) agreement with QQI'*. However, previously in section 1, point (c) states that *'all relevant providers shall **assist** QQI in the placement of learners affected by the cessation of a programme **if requested**,*' and later in 2.6.2 that *'any relevant provider **may be asked** by QQI **to assist** in the accommodation of such learners in so far as practicable'*. It seems unclear from this varied language whether or not providers are obliged by legislation to help accommodate students if asked and we would request that this is clarified.

### QQI White Paper 3: Fees for QQI Services

#### 1. Fees for the International Education Mark (IEM):

TCD recognises that Section 62 of the 2012 Act provides for an annual charge in respect of the use of the IEM. While the paper proposes that the annual charge is limited to €50,000, we would be concerned if QQI decides to apply this fee universally to all providers given the differing levels of engagement that will be required by various providers in order to achieve the IEM. TCD would support the view that successful outcome from the institutional review process should be sufficient to grant the IEM without any further charge. If an IEM charge is to apply to the universities, we ask that more detail is provided as to what can be expected in terms of value for money for that charge.

#### 2. Principles:

TCD would not support the following principles as outlined in the white paper, and we offer the following comments/queries:

- 2.6 *Fees will reflect the amount and complexity of work by QQI involved in considering different applications, requests, submissions and reviews.* This relates to the way in which QQI carries out its role, which we would expect to be undertaken in the most efficient and cost effective manner possible.
- 2.7 *Fees will reflect the added-value of the given service to the beneficiary.* How and by whom will the 'added-value of the given service to the beneficiary' be determined?
- 2.8 *Fees will support QQI's approach to engage with providers when they have a reasonable prospect of a positive outcome from the engagement.* This implies that a fee will only apply if a positive outcome is expected from engagement with QQI – how can this be evaluated?
- 2.9 *Fees will be set at a level that is sustainable both for QQI and the education and training sector.* How will a sustainable level of fees for QQI and the education and training sector be determined and by whom?
- 2.13 *Fees will provide for exemptions and waivers.* What are the circumstances in which a waiver or exemption from fees would apply?

### 3. General Comments:

While TCD recognises the provision for different fees in the 2012 Act, we would be concerned if these fees are applied universally to all providers as the nature of the relationships with QQI will vary. It would be useful to see the proposed schedule of fees as they apply to the Universities prior to agreement with the Minister.

**SUBMISSION BY:**

**University College Cork**

*Please note this response appears as received  
and has not been proofed/edited by QQI.*

## University College Cork

To whom it may concern:

University College Cork (UCC) would make the following comments in relation to the consultation on Fees for QQI Services:

1. The fee for the International Education Mark: UCC recognises that Section 62 of the 2012 Act provides for an annual charge in respect of the use of the IEM. However, having paid an application fee and a fee to be reviewed against the Code for the IEM, we question what universities would receive in return for the additional sum of money (which may be up to 50K euros annually.) We will respond separately to the consultation paper on the IEM and will comment then on how the application and review fees might be managed. For the purpose of this response, we would ask QQI to explain in more detail what the annual charge is for and what UCC could expect in terms of value for money for that charge. We note that the policy for fees will also apply to providers whose only engagement with QQI will be in respect of the use of the IEM and suggest that an annual fee might be more appropriate for those providers than for the universities who will engage more fully with QQI in several respects.
2. The principles: UCC supports the following principles:
  - 2.2 (Fees will be fair, transparent and fit for purpose); 2.5 (Fees will promote cost transparency, including in respect of various public funding streams); 2.15 (Fees will be consolidated into a single composite fee where QQI has multiple relationships with a provider, and where there are clear synergies and efficiencies); 2.19 (A single multi-annual fee will be charged where possible) and 2.20 (A reduction in fees may apply when certain methods of payment are chosen).

Whilst many of the other principles appear reasonable, it is difficult to make a judgement about them without knowing the actual fee levels themselves. For example, principle 2.14: Fees will be charged for resubmission. In principle, this is reasonable – but it would very much depend on the amount at which the resubmission fee is set.

UCC would not support principles 2.6 (Fees will reflect the amount and complexity of work by QQI involved in considering different applications, requests, submissions and reviews) and 2.7 (Fees will reflect the added-value of the given service to the beneficiary). UCC would expect assurances that QQI will carry out its work as efficiently as possible and fees should be based on actual costs rather than any perceived benefit.

3. General comments: UCC would make the following general comments:

Fees should reflect an efficient operating model for the national agency;  
Fees should be based in incremental costs rather than full cost and should reflect other, non-fee related sources of income that QQI may have;  
The initial/annual fee setting should allow for an input by customers to ensure that they are reasonable and genuinely transparent;  
Any surplus earned by QQI should be reflected in reduced fees the following year.

Thank you for the opportunity to comment on the consultation paper. UCC is happy for its response to be published. Do contact me if you require any further information.

Yours sincerely,

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