

MEMORANDUM OF UNDERSTANDING
between
Institute of Technology Carlow and Waterford Institute of Technology
towards a
Technological University of the South East

CONTEXT

This Memorandum of Understanding (MOU) is made between Waterford Institute of Technology and Institute of Technology Carlow. The Parties are both institutions of higher education established under the Institutes of Technology Acts 1992 to 2006.

This MOU take cognisance of the objectives of the *National Strategy for Higher Education to 2030*. The Parties to the MOU are committed to realising those objectives.

The Parties have come together to assert their position as progressive and ambitious HEIs committed to enhancing higher education provision in the region and beyond through collaboration and partnership.

The Parties are committed to developing a programme of joint activities that will build on the complementary strengths of both institutions and will drive sustainable economic, social, regional and civic development in the region.

The Parties are committed to the creation of a new entity, a connected and embedded unitary multi-campus Technological University of international standing, that will give institutional expression to their joint approach and will increase significantly the impact of regional and national higher education.

This MOU builds upon the following:

- The joint submission by the Parties to the HEA in 2012 setting out their strategic intentions and approved by the Minister for Education and Skills in 2013 (Appendix 1);
- *Process and Criteria for Technological University Designation* (2012);
- *Technological Universities Bill* (2015);
- *Engagement and Consultation Process on a Technological University for the South-East* (Kelly, 2015);
- *Programme for a Partnership Government 2016*;
- Funding support received by the Parties under the *HEA's Scheme to Provide Support for the Restructuring of the Higher Education Landscape* (Appendix 2).

This MOU establishes therefore a framework for collaboration and co-operation between the Parties towards the development of a Technological University of the South East.

OBJECTIVES OF THE MOU

This MOU represents the Parties' intent to cooperate in strengthening higher education and research in the South East region of Ireland. The primary objectives of this MOU are to:

- Provide for the establishment of various collaborative initiatives for the growth and mutual benefit of the two Parties in the context of a shared vision of higher education for the region.
- Build on the strategic development trajectories of both Parties and enhance regional performance in education and research provision.

- Provide a framework within which the two Parties will, in the light of its shared vision for future education provision, further develop the definition, vision and mission for a multi-campus Technological University of the South East, with the relevant operational characteristics and elements.
- The creation of a multi-campus Technological University of the South East which will be of international standing, by both Parties coming together and applying jointly for designation as a Technological University.
- Encourage any other activities that the Parties agree to be of mutual benefit.

GENERAL PROVISIONS

Relationship between the Parties and with Others

The Parties are committed to co-operating with one another for mutual benefit recognising that the sum of the institutions, in terms of potential and impact, is greater than its constituent parts.

This cooperation will be based on the principles of equality and respect. The Parties recognise the independence of one another, and the control and responsibilities for activities associated with that independence; notwithstanding, the Parties also recognise and will seek to enhance the value that is associated with partnership and joint activity.

Good Faith and Fairness

The Parties recognise that successful collaboration will require trust, good faith, open communications and commitment from all members of both Parties. The Parties undertake to act in good faith with respect to each other's rights and obligations under the terms of this MOU.

The Parties, their representatives, and their staff shall at all times, either during or after the term of this MOU, respect the confidentiality of any proprietary information relating to the other Party.

The Parties recognise the impracticality of providing for every contingency, which may arise during the life of the MOU and agree to operate fairly and without detriment to the interests of either Party.

COLLABORATION PROGRAMME

The Parties commit to applying jointly for Technological University designation. To achieve this the Parties will:

- Immediately develop, articulate and communicate a shared vision and implementation framework for the creation of the new institution, a unitary multi-campus Technological University, to serve the South East region.
- Put in place project governance and management structures to provide a strong and durable foundation to drive the project in a unified manner while embracing external stakeholders and demonstrating high levels of transparency and commitment from both Parties.

The above will be progressed with an emphasis on cross-campus bottom-up engagement to build and develop shared thinking and broad agreement.

Collaboration between the Parties will include the following:

- Identification and implementation of collaborative strategies. This will include, *inter alia*:
 - The identification of specific opportunities for collaboration through the South East Regional Skills Forum, Southern Regional Cluster and Enterprise, Research and Development initiatives in all counties of the South East and adjoining counties that are traditional catchment areas for each Party.
 - The identification, development and provision of a joint undergraduate fulltime major award underpinned by joint quality assurance arrangements.
 - Sharing academic and strategic planning, including, *inter alia*, agreed shared objectives with the HEA as part of the strategic compact and dialogue process.
- Articulation of the case and an implementation plan for the Technological University
 - Putting a framework in place to scaffold the process. This includes this agreed MOU, an Independent Chair (Appendix 3) and a Project Steering Group comprised of members of the Governing Bodies and Senior Executives of both Parties, International Experts and Experts in Change Management.
 - Developing a joint vision and strategy document for the Technological University based on the Parties' individual vision documents by a subgroup of the two executives led by the Presidents. This document will articulate the Graduate Attributes of the South East Technological University Graduate.
 - Articulating a rationale informed by an external, independent assessment of the likely economic and social impact of the Technological University.
 - Establishing a Regional Stakeholder Forum to support the partnership.
 - Compilation of a current joint data set for the two Parties to establish current relevant trajectories and identify developmental targets. The developmental targets will be informed by international benchmarks associated with performance as a university as well as by the published criteria for Technological University designation.
 - Identification and planning for the human, physical and financial resource requirements necessary to achieve a Technological University. This will include risk analysis and mitigation across all areas including teaching, research, engagement and professional supports.
 - An agreed strategy for communications with external stakeholders (including elected representatives) on the Technological University process and Technological Universities Bill / Act.
 - A preliminary step required will be consultation with the representatives of the internal stakeholders to facilitate the engagement of all members of the Parties in the process. Recruitment of Project Leaders across Academic Programmes; Research and Enterprise; Communications; Infrastructure Development; Internal Consultations; and External Stakeholder Agreement/ Regional Stakeholder Forum will support the realisation of the Collaboration Programme.

FINANCING OF INITIATIVES

A budget to cover the costs of the initiatives in this MOU will be agreed between the Parties, as will their respective contributions. Funding will be sought from the HEA, private funding and other appropriate sources to cover this work.

OPERATION AND DURATION OF THE MOU

The MOU is effective from the date of signing and will remain in force for three years. Prior to the expiry date the MOU may be extended for a further period as agreed by the Parties. If the two Parties agree to extend the MOU, the extension shall be initiated at least six months before the expiry date.

MODIFICATION AND AMENDMENT

Modification of the terms and conditions of this agreement including modification of the scope of collaboration and responsibilities of the Parties may only be made by written agreement between the Parties and signed by the authorised officers of the Parties.

Where a question of interpretation arises with any agreements initiated under the MOU, it will be subject to the terms of the MOU.

SETTLEMENT OF DISPUTES

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this MOU or interpretation hereof.

Any dispute, difference or question which may arise at any time between the Parties, which cannot be settled amicably within thirty days after receipt by one Party of the other Party's request for such amicable settlement, shall be referred to the decision of a single arbitrator.

SIGNATURES

Signed

Jim Hayes

Date

12/10/17

**Chair of the Governing Body,
Waterford Institute of Technology
(on behalf of the Governing Body)**

Signed

W. Donnelly

Date

12/10/17

**President,
Waterford Institute of Technology
(on behalf of the Executive)**

Signed

John Moore

Date

12/10/17

**Chair of the Governing Body,
Institute of Technology Carlow
(on behalf of the Governing Body)**

Signed

Patricia Mulcahy

Date

12/10/17

**President,
Institute of Technology Carlow
(on behalf of the Executive)**



Waterford Institute of Technology
INSTITIUID TEICNEOLAIOCHTA PHORT LAIRGE



INSTITUTE of
TECHNOLOGY
CARLOW
Institiúid Teicneolaíochta Cheatharlach