

24 May 2018

Memorandum of Understanding

Between

The Institute for Apprenticeships

And

The Office of Qualifications and Examinations Regulation

Introduction

1. This MoU is intended to support effective working arrangements between the Institute for Apprenticeships (or the Institute for Apprenticeships and Technical Education as it shall become) and the Office of Qualifications and Examinations Regulation.
2. Throughout this MoU, the Institute for Apprenticeships may be referred to as the Institute and the Office of Qualifications and Examinations Regulation as Ofqual, and collectively as 'we', with the expressions 'our' and 'us' being used accordingly.
3. This MoU is not intended to cover every detailed aspect of the working relationship between us. It is a statement of principles that will guide relations to ensure appropriate arrangements are in place to enable us to discharge our respective responsibilities effectively and to avoid duplication of effort, misunderstanding or unnecessary impact on third parties.
4. This MoU may be supported by further and more detailed operational agreements, particularly in relation to the sharing of information.

Status of the Memorandum of Understanding

5. Although not legally binding this MoU will serve as a working document that will be subject to review in the light of operational practice.
6. This MoU should be considered in the context of the applicable legislation (Apprenticeships, Skills, Children and Learning Act 2009 (as amended) and the Technical and Further Education Act 2017).

Roles of the Institute and Ofqual

7. The **Institute for Apprenticeships (the Institute)** is a non-departmental public body sponsored by the Department for Education and established in April 2017 the Apprenticeships, Skills, Children and Learning Act 2009 (as amended). It is responsible for designing and operating a standards and assessment plans approval and review process that is consistent with its duties and functions. It is also responsible for advising government on the funding bands for new standards, providing external quality assurance of end-point assessments when named in an assessment plan and for overarching responsibility for an effective external quality assurance system. Its full statutory duties and functions are set out in the Apprenticeships, Skills, Children and Learning Act 2009 (as amended). Further statutory duties and functions will be conferred on the Institute as set out in the Technical and Further Education Act 2017.

8. **The Office of Qualifications and Examinations Regulation (Ofqual)** is a non-ministerial government department set up under the Apprenticeships, Skills, Children and Learning Act (2009) and also covered by the Education Act 2011. Ofqual is independent of government and reports directly to Parliament. Ofqual has a number of objectives that include statutory duties to secure and maintain qualification standards; to promote public confidence in and awareness of regulated qualifications; and to secure the efficiency of regulated qualifications. Ofqual regulation is a pre-condition for the public funding of regulated qualifications.

Matters of common interest

9. Whilst respecting our distinctive roles and responsibilities there are a number of areas of common interest. There will be circumstances where collaborative working and the sharing of information between us will be the best way to enable us to discharge our respective regulatory and statutory responsibilities effectively and efficiently. This will be to the benefit of the learners, providers, and employers who access, develop and use the provision that the Institute makes available, and to the benefit of the awarding organisations that Ofqual regulates, and our mutual benefit and that of by avoiding duplication and unnecessarily increasing regulatory burden. Those areas of common interest include but are not limited to:
 - Apprenticeships, including their quality assurance and particularly Ofqual's undertaking of External Quality Assurance
 - Technical Qualifications within T Level programmes
 - Qualifications within both Apprenticeship and T Level programmes

Implementing the MoU

10. To support on-going good working relationships between us, we will aim to:

- acknowledge each other's different statutory responsibilities, accountability structures and legislative frameworks;
- develop and maintain a common understanding of our respective roles and responsibilities;
- identify what degree of joint working would be appropriate in any given circumstance, recognising that this will differ according to the specifics of the case;
- to explain and understand the reasons for any differences of view through discussion;
- take advantage of the opportunities for co-ordinated scheduling of activities where appropriate and where there is benefit in doing so;
- notify each other in a timely and appropriate way where there is a likelihood of significant announcements and developments which may impact on each other's key areas of work; and, where these matters are confidential, we will respect that confidentiality;
- inform each other in a timely and appropriate manner on policy developments, engaging in early dialogue on matters that will impact on the work of the other;
- proactively seek solutions to avoid or mitigate the effects of any disagreement that may impact on the delivery of either organisation; and
- inform stakeholders about our relationship including publishing a copy of this Memorandum of Understanding on our respective websites.

11. Against this background we will aim to:

- establish appropriate strategic and operational engagements in order to meet our respective statutory objectives, including, but not limited to the following:
- undertake at least one meeting per quarter between the Chief Regulator and Chief Executive;
- undertake at least quarterly strategic and monthly operational meetings;
- to inform one another as soon as possible on relevant developments within our areas of responsibility and, where possible, before the release of any relevant reports, press releases, speeches or policies;
- communicate jointly on matters of mutual interest, when it is appropriate to do so;
- share information about programmes of work that would be of interest to the other, where possible, in advance of that work starting.

12. Where appropriate both parties will develop jointly and agree relevant annexes and Information Sharing Agreements relating to specific areas of joint working.

13. On a day-to-day basis The Institute and Ofqual teams at working level should resolve issues. Those that cannot be resolved should be escalated to the relevant Executive Director at Ofqual and the Chief Operating Officer at the Institute, who if necessary will take a decision to escalate to the Chief Executive of the Institute and Chief Regulator,

who will then be responsible for resolving the issue, or where not resolvable agreeing handling and / or escalation. Both organisations will commit to reaching a speedy resolution.

Exchange of Information

14. Where appropriate and at all times operating in accordance with the Freedom of Information Act 2000, the Data Protection Act 1998 and any and all other legislation and contractual agreements, we will aim to share information we already hold where this is in the public interest with regards to promoting confidence in and quality of publicly funded regulated qualifications.
15. Information provided by one of us to the other must be kept secure. Both parties will ensure that adequate arrangements are in place to protect the confidentiality of information provided. Both parties will also ensure that their own arrangements are acceptable to the other.
16. We will, in line with the Freedom of Information provisions on information provided in confidence, refer back to the originating party any requests for information we hold but did not collect and which we are aware is confidential in nature. We will make each other aware of any of any significant disclosure either of us intends to make to a third party of any information we received from that party.
17. Similarly, we will ensure all necessary checks and balances are in place should we be requested by another ministerial department, non-ministerial department, agency or other public body or devolved administration for information we have shared with each other.

Amendments to the Memorandum of Understanding

18. If the MoU needs to be amended or altered, proposals should be made via monthly meetings. All changes need to be signed off by the Chief Executive of the Institute and Chief Regulator for England or their delegated representatives within each organisation.

Term and Termination

19. This MoU shall commence on the date of signature by all Parties, and shall continue, with any revisions, unless it is terminated in accordance with clause 20.
20. This MoU may be terminated by way of mutual agreement or at any time by either organisation by giving at least one month's notice in writing to the other party.

Contacts

21. Strategic contacts:

- For Ofqual., Chief Regulator, Sally Collier
- For the Institute for Apprenticeships, Chief Executive, Sir Gerry Berragan

22. Other senior and operational contacts will be agreed between both parties, from time to time and in accordance with relevant roles, responsibilities and areas of work.

Signed:

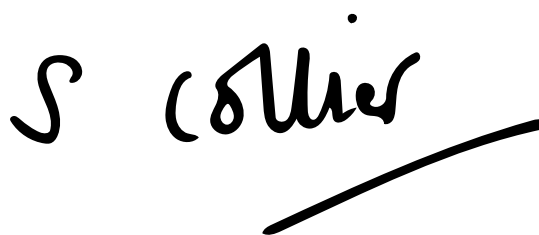
For The Institute



Sir Gerry Berragan, Chief Executive

Date: 18 June 2018

For Ofqual



Sally Collier, Chief Regulator

Date 24 May 2018