



MEMORANDUM OF COOPERATION

BETWEEN

THE QUALITY ASSURANCE AGENCY FOR HIGHER EDUCATION

AND

THE QUALITY ASSURANCE AGENCY IN HIGHER EDUCATION

Tirana/London

October 2023

The Quality Assurance Agency for Higher Education (hereinafter QAA), represented by Ms Vicki Stott

And

The Quality Assurance Agency in Higher Education (hereinafter ASCAL), represented by Ms. Xhliola Bixheku, hereinafter referred to as the “Parties”,

Given that QAA, an ENQA member agency, and ASCAL, an affiliated member, both operating in the Higher Education Area (EHEA);

Considering the need for inter-institutional cooperation between our two countries;

In order to deepen our relations in the field of quality assurance in higher education and improve trust by promoting fruitful collaborations;

To ensure that the cooperation will contribute to improving the quality of higher education and respecting the Standards and Guidelines for Quality Assurance in the European Higher Education Area (ESG);

In order to promote the implementation of Standards and Guidelines for Quality Assurance in the European Higher Education Area (ESG) in higher education systems;

With the aim of cooperation in meeting the requirements and implementing the recommendations of the European Network for Quality Assurance in Higher Education (ENQA) and the European Quality Assurance Register (EQAR);

The parties have agreed to enter into this Memorandum of Cooperation:

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Article 1

Purpose

1. QAA and ASCAL agree on mutual cooperation in ensuring quality in higher education, maintaining quality standards and promoting and improving the quality of Higher Education Institutions and the programs they offer.
2. QAA and ASCAL aim to mutually cooperate in meeting the criteria and implementing recommendations of the European Network for Quality Assurance in Higher Education (ENQA) and the European Quality Assurance Register (EQAR).
3. This Memorandum of Cooperation is not exhaustive and is not intended to be legally binding between QAA and ASCAL, except where specifically stated.

Article 2

The scope of cooperation

QAA and ASCAL commit to cooperate in:

1. Exchanging of best practices between the two countries in the field of quality assurance in higher education, quality improvement and quality culture;
2. Exchanging information about the quality, results and accreditation of Higher Education Institutions and the programs they offer;
3. Promoting the exchange of experts and evaluators in their mutual participation in external evaluation procedures, focusing mainly on the areas of special interest and competence of these agencies;
4. Jointly applying in international bilateral/multilateral projects in the field of quality assurance in higher education;
5. Exchanging knowledge about regulations, instructions, manuals or any other legal act that regulates the field of quality assurance in higher education;
6. Contributing to the internationalization of their national higher education institutions; Staff exchanging with the aim of exchanging experience.
7. Providing opportunities for ASCAL staff to observe QAA reviews taking place in Albania

Article 3

Coordination between parties

QAA and ASCAL will coordinate the implementation of this cooperation by making the best efforts to explore areas of collaboration, inter alia:

1. Assigning contact points for cooperation in the respective institutions;
2. The contact persons from both parties will endeavour for communication and coordination in order to coordinate relevant actions as may be required;

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3. Establishing working groups for certain areas of cooperation;
 4. Organizing annual workshops, seminars, trainings and regular meetings on specific issues related to their mission (such as diversity, inclusion, sustainability or impact).

Article 4

Rights and obligations

QAA and ASCAL undertake to:

1. Provide each other with reliable information regarding the external evaluation processes in Higher Education Institutions and the programs they offer.
2. Maintain continuous communication between them and exchange any information necessary for the fulfillment of their duties. Communication will be carried out in writing or electronically via e-mail.
3. Ensure that the information provided to the parties is not to harm each other and in any case of submitting a request, the parties undertake to provide a reply without reasonable delay.
4. Protect personal data in respect and according to the respective data protection laws.
5. Communicate and consult on issues of common interest, for the purposes of coordinating the activities of the respective Agencies and to not overlap with each other.
6. While this Memorandum remains in effect, the parties will adhere to the terms provided in and conditions stemming from this Memorandum, in terms of information and documentation exchanged prior to its termination.

Article 5

Confidentiality

1. The parties undertake to keep confidential any information, document or other material that they exchange between them and to apply the legal provisions of each country on the use of personal data. Both Parties agree to ensure that any information of a confidential nature ('confidential information') that is shared between Parties is safeguarded and remains confidential.
2. Both Parties agree not to disclose confidential information received from the other without the written consent of the disclosing Party. Both Parties acknowledge that, in appropriate cases, they may reach a separate written agreement about the handling of particular confidential information or classes of confidential information. Both Parties agree that this paragraph is legally binding.

Article 6

Retention of information

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1. Information exchanged under this Memorandum of Cooperation will be held and disposed of in accordance with QAA's and ASCAL's retention schedules. For both QAA and ASCAL this will be up to five years.

Article 7

Intellectual property rights

1. Any reports, notes, records, correspondence, documents, computer and other storage, such as disks or other documents and materials used in this Memorandum of Cooperation, which has been generated or is already owned by either organisation, shall be, and shall remain, the property of that organisation.

Article 6

Duration

1. This cooperation shall last for a period of 5 years and may be renewed on mutual written agreement of both parties.
2. If either party wishes to terminate this cooperation, the other party must be notified at least 3 months in advance of this intention.

Article 7

Amendments

1. The Memorandum may only be amended with the mutual written consent of the parties.

Article 8

Dispute Resolution

1. This Memorandum of Cooperation does not conflict with the internal legislation of either party.
2. In the event of a dispute or claim that may arise regarding this Memorandum of Cooperation, the parties undertake to use best endeavours to resolve them through consultations and negotiations.

Article 9

Final provisions

1. This Memorandum of Cooperation enters into effect immediately upon signing by the representatives of the parties.
2. Each party undertakes to share the obligations of this Memorandum with the institutions' structures, as well as to respect and implement the obligations arising from it.

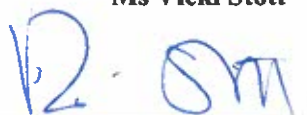
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3. Should any of the obligations provided above not be complied with, each party must inform the head of the respective institution.
4. Any annex on which the parties will agree and sign in the future, which will be issued based on and for the implementation of this Memorandum, will be considered as an integral and inseparable part of it.
5. Activities derived from this cooperation agreement do not entail any financial commitment from the parties.
6. This Memorandum of Cooperation is signed in 4 (four) original copies in English, where two copies are deposited in the Quality Assurance Agency and two copies are deposited in the Albanian Quality Assurance Agency in Higher Education.

This Memorandum of Cooperation was signed today on 2/10/2023.

**ON BEHALF OF THE QUALITY
ASSURANCE AGENCY FOR HIGHER
EDUCATION (UK)**

Ms Vicki Stott



**ON BEHALF OF THE ALBANIAN
QUALITY ASSURANCE AGENCY IN
HIGHER EDUCATION**

Dr. Xhiliola Bixheku

