



QQI

Quality and Qualifications Ireland
Dearbhú Cáilíochta agus Cáilíochtaí Éireann

Protection of Enrolled Learners (PEL): Protocols for the Implementation of Part 6 of the 2012 Act Guidelines for Providers

QQI, an integrated agency for quality and qualifications in Ireland



1 INTRODUCTION

1.1 The Qualifications and Quality Assurance (Education and Training) Act 2012 (hereafter the 2012 Act) established a number of conditions to be fulfilled when a provider applies for validation of a programme, or for delegation of authority to make an award (DA) or have DA extended. One of these conditions is the protection of enrolled learners (PEL).

QQI has developed and approved protocols to facilitate providers in fulfilling their legal obligations with regard to PEL: *Protection of Enrolled Learners: Protocols for Implementation of Part 6 of the 2012 Act*. These guidelines aim to assist providers with the implementation of the approved protocols.

1.2 The 2012 Act makes specific mention of PEL in Part 6 (Sections 64-67), and outlines the requirements for compliance by the provider and by QQI.

PEL is a requirement for providers to put in place arrangements to ensure that if a programme of education and training ceases prematurely, learners will be able to complete a similar programme with another provider, or have their moneys refunded.

1.3 The 2012 Act specifies that PEL refers only to programmes of three months duration or more where fees have been paid by, or on behalf of, the learner.

1.4 The 2012 Act, also aims to ensure that learners are furnished with adequate and accurate information about the programme on which they enrol by all providers (Part 6, Section 67). Providers offering awards made by QQI with PEL arrangements are also required to provide information to learners on the protections in place in the event that the programme ceases prior to completion.

2 PROVIDER'S RESPONSIBILITIES

2.1 As per Section 3.4.1 of the *Protection of Enrolled Learners: Protocols for Implementation of Part 6 of the 2012 Act*, providers seeking access to validation or delegation of authority to make awards for programmes of three months duration or longer where moneys have been paid by, or on behalf of, the learner, must submit in writing to QQI the details of their PEL arrangements. PEL arrangements are required for each programme of the provider on a programme-by-programme basis.

2.2 For each programme for which PEL is required, the provider must submit to QQI the following:

- a. Details of the provider's PEL arrangements (alternate programmes / refund arrangements)
- b. Confirmation that the provider has satisfied itself that the PEL arrangements are adequate and meet its legal requirements in respect of PEL

c. Procedures for access to learner records

2.3 The PEL arrangements must be supplied as part of the provider's programme validation or revalidation (programmatic review) documentation. Validations / revalidations will not be progressed unless the required PEL arrangements information is provided.

2.4 All providers must make available to learners certain programme-related information prior to enrolling learners or accepting money from or on behalf of learners in respect of a programme of education and training as per *Section 3.2 of the Protection for Learners: Protocols for the Implementation of Part 6 of the 2012 Act*.

3 REQUIRED DOCUMENTATION

3.1 The following documents must be submitted when notifying QQI of PEL arrangements for a programme of education and training for which validation or DA is sought:

i. **A completed 'PEL arrangements document'** *pro forma* PEL arrangement document is available at Appendix A (Alternate Provision Arrangements) and Appendix C (Refund Arrangements) setting out the following information:

a. **Applicant provider and programme details**, to include:

- Name and address of the provider;
- Programme title, award title and award code (where applicable) for the programme for which validation or DA is sought;
- A stated maximum number of learners to be enrolled on the programme (single or multiple courses) at any given time;

b. **PEL Arrangements with alternate providers, where applicable**, to include:

- Name and address of the alternate providers with whom there is a PEL arrangement;
- The programme title, award title and award code (where applicable) of the alternate programmes to which learners may transfer;
- Confirmation that alternate providers:
 - » are separate legal and financial entities from the applicant provider;
 - » have the capacity to meet their obligations under the PEL arrangement; and
 - » have specified the maximum number of learners that can be accommodated by each of the alternate providers should the PEL agreement be activated;



- Where arrangements for learner transfer to alternate programmes are in place, the “PEL Alternative Provision Arrangements Document”, should be accompanied by letters from the named alternate providers confirming the PEL arrangement. A *pro forma* “Alternate Provider’s Letter” is attached at Appendix B.

OR

c. PEL Refund Arrangements, where applicable, to include:

- A rationale for why alternate arrangements are not practicable in this case;
- Details of the:
 - » financial arrangements in place for the refund of moneys paid by, or on behalf of, the learner (please see section 2.1 of *Protection of Enrolled Learners: Protocols for the Implementation of Part 6 of the 2012 Act* for a definition of this term); and
 - » provisions in place for distributing refunds to learners noting that the fund must cover the cost of such provisions.
- Where arrangements for learners to be refunded moneys most recently paid are in place, the “PEL Refund Arrangements Document”, should be accompanied by a letter from the relevant financial institution.

ii. Due diligence undertaken

A provider must confirm that it has undertaken a due diligence exercise regarding the adequacy of their PEL arrangements and has thereby satisfied itself that the arrangements in place meet its legal requirements under the 2012 Act. For example, it must have satisfied itself that alternate programmes meet the definition of “similar programme” set out in Section 2.1 of the *Protocols for the Implementation of Part 6 of the 2012 Act*.

As part of this exercise, providers should give consideration to the extent of the alternate providers’ other PEL undertakings.

Similarly, the refund arrangements must meet the definitions and requirements set out in the *Protocols*.

It is the applicant’s responsibility to confirm that the proposed PEL arrangements are adequate and meet the provider’s legal responsibilities under the 2012 Act. PEL arrangements will be accepted in good faith by QQI on the basis that full disclosure is made on the part of providers of all information pertinent to the PEL arrangements and their potential effectiveness; the onus is on the provider to submit complete and accurate information in all cases. If it comes to the attention of QQI that a provider has not disclosed all relevant information, or has deliberately withheld or misrepresented relevant information, the programme validation may be reconsidered.

iii. Procedures for access to learner records

The provider must set out the procedures in place for either alternate providers and / or QQI to access learner records, including fee payment records and assessment material (including assignment briefs and marking criteria etc.) in the event of the provider ceasing the programme prematurely for whatever reason.

Intellectual Property (IP) and data sharing issues, including compliance with current legislation, should be resolved before the PEL arrangement is confirmed by the provider as part of their due diligence.

4. PEL CHECKLIST FOR PROVIDERS

- 4.1** Providers are advised to ensure that the following is included in their PEL arrangements documentation when submitting a programme for validation or DA:
- a. Complete and accurate *pro forma* 'PEL Arrangements Documents' (either Alternate Provision Arrangements or Refund Arrangements), which include a stated procedure for QQI and alternate providers to access learner records; and
 - b. *Pro forma* letters from the named alternate providers confirming the PEL arrangement where applicable; **or** Confirmation from the financial institution of the details of the refund arrangements in place.
- 4.2** PEL arrangements which do not include the above or which are inaccurate will be returned to the provider and the application for validation or DA will not be progressed.
- 4.3** Please note that QQI may request additional information or seek legal and / or financial advice on PEL notifications received and this may have implications on the timeline for progressing the associated validation or DA application.



APPENDIX A: PEL Alternate Provision Arrangements Document

[HEADING OF PROVIDER]

1. Provider and Programme Details

I, _____ of _____, in compliance with Section 65(4) (a) of the Qualifications and Quality and Assurance (Education and Training) act 2013, confirm that:

1.1 The legal entity entitled _____ whose address is at _____ is a provider to which Part 6 of the 2012 Act applies (hereinafter called “The Provider”). I am a director of The Provider and am duly authorised to make this statement on its behalf.

1.2 It is the intention of The Provider to operate the following programme of education and training (hereinafter “The Programme”) for 3 months or longer duration and charge moneys in respect of that programme:

[insert programme title] [insert QQI award title] [insert award type] [insert NFQ level][insert QQI award code where applicable]

1.3 The Provider confirms that it will enrol a maximum of _____ learners on (provide programme title) leading to (provide award title) ___.

2 Provider Compliance with PEL Protocols

2.1 The Provider confirms that it has made a full disclosure of all facts and information pertinent to the PEL arrangements set out below in respect of the Programme.

2.2 The Provider confirms that it has taken appropriate steps to satisfy itself that the PEL arrangements in respect of The Programme set out in this document are adequate and meet the Provider’s legal obligations under Part 6 of the Qualifications and Quality Assurance (Education and Training) Act, 2012.

2.3 The Provider confirms that the PEL arrangements set out in this document for The Programme are valid for the full period of accreditation for The Programme.

2.4 The Provider has made the following arrangements for QQI and the named alternate providers below to access learner records in the event that this PEL arrangement needs to be activated _____(insert arrangements for accessing learner records here) _____.

2.5 The Provider shall notify learners and QQI in writing of any change in the arrangements The Provider has in place as soon as possible but in any case, not later than 14 days, after becoming aware of that change. Any changes to the PEL arrangement for The Programme set out in this document and notified to QQI will be managed by The Provider.

3. Alternate Provision Details

3.1 In the event of The Provider ceasing to provide The Programme, arrangements are in place for enrolled learners to transfer to a similar programme provided by (insert number of alternate providers) other providers as follows:

Alternate Provider One

[insert provider name]

[insert provider address]

[insert alternate programme title] [insert QQI award title] [insert award type]

[insert NFQ level] [insert QQI award code where applicable]

[insert maximum number of learners that can be accommodated by this provider on the named programme should The Programme cease prior to completion]

Alternate Provider Two

[insert provider name]

[insert provider address]

[insert alternate programme title] [insert QQI award title] [insert award type]

[insert NFQ level] [insert QQI award code where applicable]

[insert maximum number of learners that can be accommodated by this provider on the named programme should The Programme cease prior to completion]

Alternate Provider Three

[insert provider name]

[insert provider address]

[insert alternate programme title] [insert QQI award title] [insert award type]

[insert NFQ level] [insert QQI award code where applicable]

[insert maximum number of learners that can be accommodated by this provider on the named programme should The Programme cease prior to completion]

Alternate Provider Four

[insert provider name]

[insert provider address]

[insert alternate programme title] [insert QQI award title] [insert award type]

[insert NFQ level] [insert QQI award code where applicable]

[insert maximum number of learners that can be accommodated by this provider on the named programme should The Programme cease prior to completion]



- 3.2 Letters from these providers confirming their agreement to these arrangements; the duration of these arrangements; their capacity to fulfil their obligations under the arrangements and identifying the numbers of learners that they can accommodate in accordance with the arrangements are submitted in addition to this document;
- 3.3 The Provider and the alternative providers with whom arrangements for the protection of enrolled learners are in place are separate and independent legal and financial entities, and relationships, such as those of principal and agent, partners or joint ventures, do not exist between them.

4. Information to Learners

- 4.1 In accordance with Section 67(1) of the Act, The Provider shall, before commencing The Programme and before accepting any payment from or on behalf of an enrolled learner in respect of The Programme, notify the enrolled learner in writing of the following:
- the name of the awarding body or, where appropriate, awarding bodies making the award,
 - the title of the programme and the award to which it leads, and
 - whether the award is recognised within the NFQ, and if so:
 - » the level of that recognition within the NFQ, and
 - » whether the award is a Major, Minor, Special Purpose or Supplemental award as identified within the NFQ;
 - where The Provider is required to have procedures for access, transfer and progression in place under section 56, a statement of how those procedures apply to that programme;
 - the details of the arrangements for PEL that The Provider has in place in accordance with Section 65(4) of the Act.
- 4.2 In accordance with Section 67(2) of the Act, The Provider shall notify the enrolled learner in writing of any change in the information notified to the learner under subsection (1) within 14 days after becoming aware of that change.

Signed:

Date:

APPENDIX B: Alternate Provider Letter

[On alternate provider letterhead]

[insert name of signatory]

[insert title of signatory]

[insert address]

[insert telephone number]

[insert date]

To QQI,

I am [insert title, e.g. a director/proprietor] of The Provider and am duly authorised to make this statement on its behalf.

We confirm that arrangements are in place between this organisation and [insert applicant provider name and address] to comply with Section 65(4) (a) of the Qualifications and Quality Assurance (Education and Training) Act 2012 in respect of learners on the programme listed below leading to a QQI Award.

[insert programme title] [insert award title] [insert award code]

We confirm that this arrangement covers the full period of accreditation of the programme.

We confirm that the arrangements in place will cover a **maximum** of [insert maximum number of learners to be covered by the arrangements] learners enrolled on the programme at any given time.

In the event that [insert applicant provider name] ceases to provide the programme, before their learners have achieved the above award, we [insert alternate provider name] have agreed that the learners on the above programme(s) may transfer into the following similar programme at this organisation so that they can complete the programme.

[insert programme title] [insert award title] [insert award code]

This includes, as a minimum:

- completion of delivery of the programme
- assessment of learners, including internal verification and external authentication arrangements
- the processing of results for certification.

We confirm that we have the capacity in terms of space, facilities, staff and all other relevant resources to fulfil our obligations under this PEL arrangement.

Yours sincerely,

[insert signature]



APPENDIX C: PEL Refund Arrangements Document

1. Provider and Programme Details

I, _____ of _____, in compliance with Section 65(4)(a) of the Qualifications and Quality and Assurance (Education and Training) act 2013, confirm that:

- 1.1** The legal entity entitled _____ whose address is at _____ is a provider to which Part 6 of the 2012 Act applies (hereinafter called “The Provider”). I am [insert title, e.g. a director/ proprietor] of The Provider and am duly authorised to make this statement on its behalf.
- 1.2** It is the intention of The Provider to operate the following programme of education and training (hereinafter “The Programme”) for 3 months or longer duration and charge moneys in respect of that programme:
[insert programme title] [insert award title] [insert award type] [insert NFQ level] [insert QQI award code where applicable]
- 1.3** The Provider confirms that it will enrol a maximum of _____ learners on (provide programme title) leading to _(provide award title)_.

2. Provider Compliance with PEL Protocols

- 2.1** The Provider confirms that it has made a full disclosure of all facts and information pertinent to the PEL arrangements set out below in respect of the Programme.
- 2.2** The Provider confirms that it has taken appropriate steps to satisfy itself that the PEL arrangements in respect of The Programme set out in this document are adequate and meet the Provider’s legal obligations under Part 6 of the Qualifications and Quality Assurance (Education and Training) Act, 2012.
- 2.3** The Provider confirms that the PEL arrangements set out in this document for The Programme are valid for the full period of accreditation for the programme.
- 2.4** The Provider has made the following arrangements for QQI and the named financial institution below to access learner records in the event that this PEL arrangement needs to be activated _____(insert arrangements for accessing learner records here) _____.
- 2.5** The Provider shall notify QQI in writing of any change in the arrangements The Provider has in place as soon as possible but in any case, not later than 14 days, after becoming aware of that change. Any changes to the PEL arrangement for The Programme set out in this document and notified to QQI will be managed by The Provider.

3 Refund Arrangement Details

3.1 It is not practicable for The Provider to enter into arrangements with other providers to facilitate the transfer of learners to a similar programme of those providers because (insert rationale here)

3.2 Therefore, The Provider, in accordance with Section 65 (4)(b) of the Act, is committed to refund to enrolled learners, 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 for:

- i. tuition fees,
- ii. registration fees,
- iii. examination fees,
- iv. library fees,
- v. student services fees, and
- vi. any other fees which relate to the provision of education, training and related services,

3.3 The Provider has put in place the following financial arrangements [insert details here] in the amount of [€], the sole purpose of which is to secure the payment of any refunds payable to learners under the provision of Section 65(4)(b) of the Act, and the cost associated with the distribution of such funds. This amount is sufficient to refund moneys paid by, or on behalf of, the number of learners stated above.

3.4 The Provider has made the following provision for distributing refunds to learners in the event that The Programme ceases prior to completion: [insert details here]

4 Information to Learners

4.1 In accordance with Section 67(1) of the Act, The Provider shall, before commencing The Programme and before accepting any payment from or on behalf of an enrolled learner in respect of the programme, notify the enrolled learner in writing of the following:

- the name of the awarding body or, where appropriate, awarding bodies making the award,
- the title of the programme and the award to which it leads, and
- whether the award is recognised within the NFQ, and if so:
 - » the level of that recognition within the NFQ, and
 - » whether the award is a Major, Minor, Special Purpose or Supplemental award as identified within the NFQ;

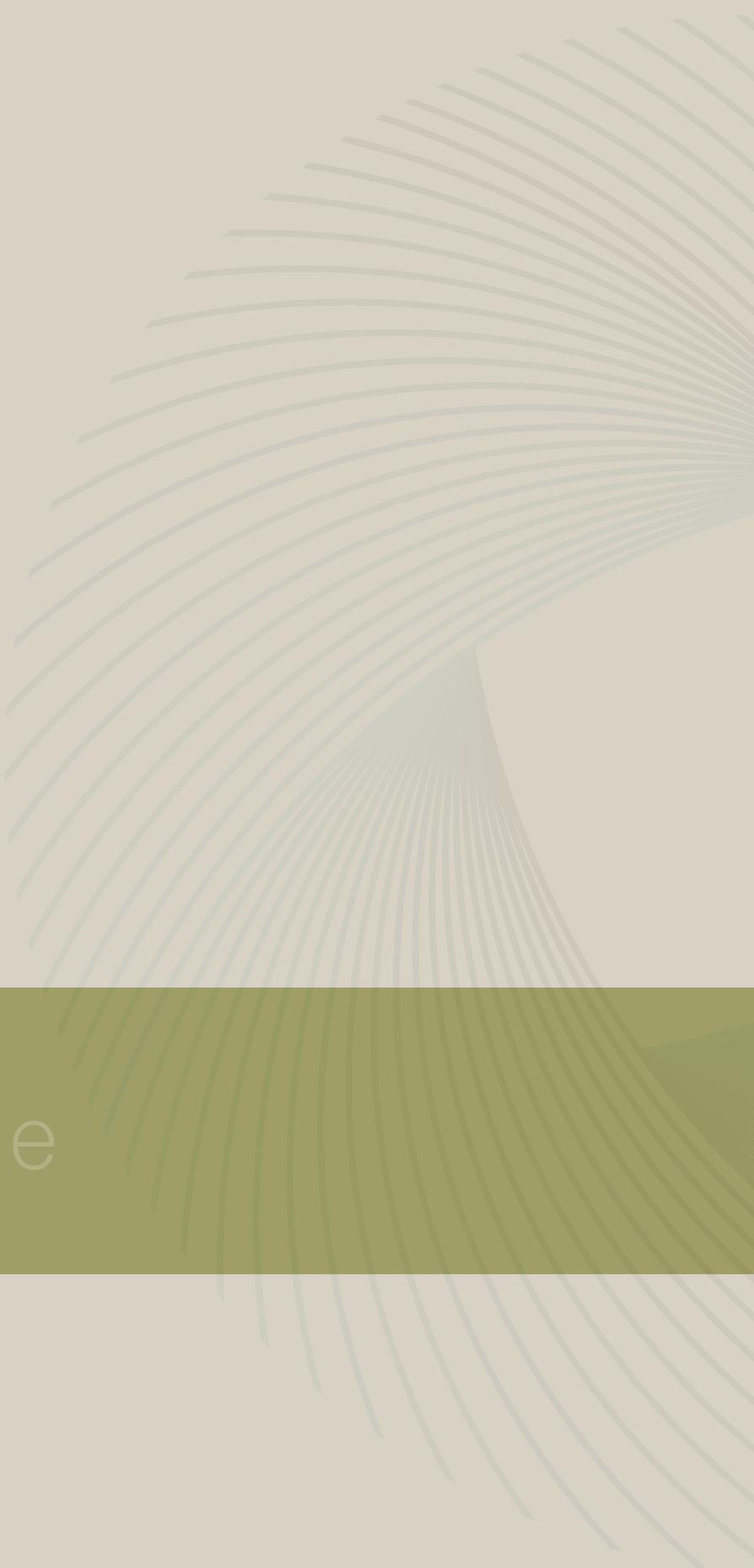


- where The Provider is required to have procedures for access, transfer and progression in place under section 56, a statement of how those procedures apply to The Programme;
- the details of the arrangements for PEL that The Provider has in place in accordance with Section 65(4) of the Act.

4.2 In accordance with Section 67(2) of the Act, The Provider shall notify the enrolled learner in writing of any change in the information notified to the learner under subsection (1) within 14 days after becoming aware of that change.

Signed:

Date:



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