**Memorandum of Understanding (MOU)**

**External Moderation Services**

**<Programme Name>**

***This MOU covers the provision of <’mutual’ if appropriate> assessment moderation services <specify eg: pre-moderation and post moderation> between the institutions listed below.***

**Institutions:**

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| **Unitec Institute of Technology** (139 Carrington Road, Mt Albert, Auckland 1025) | and | **<Name of Institution>** |
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1. **Term, Termination and Variation:**
	1. **Term**: This MOU shall commence on the Commencement Date and will continue in force until [ ] (**Term**) unless terminated earlier in accordance with clause 1.3 or extended in accordance with clause 1.2.
	2. **Extension**: The parties may agree in writing to extend the Term or to enter into a new agreement but confirm that there is no expectation of such extension or new agreement.
	3. **Termination**: This MOU may be terminated:
2. by either institution by giving not less than three (3) months’ notice in writing to the other institution; or
3. by written agreement between the institutions; or
4. by one institution giving written notice to the other institution where the other institution is in breach of the terms of this MOU and that breach is capable of remedy and the institution fails to remedy the breach within 10 working days of receiving written notice of the breach; or
5. with immediate effect by one institution if the other institution commits a serious breach of this MOU, as reasonably determined by the terminating party.
	1. **Consequences of termination**: Termination of this MOU does not affect any responsibilities that are intended to continue after this MOU terminates. Upon expiry or termination of this MOU, each party shall deliver up all information of a kind described in clause 3 and destroy any electronic copies which it may possess.

* 1. **Variation**: The terms of this MOU may be varied, provided that the variation is in writing and signed by both institutions.
1. **Moderation Services:**
	1. **Definitions**: For the purposes of this MOU, where an institution is the institution providing the Moderation Services, it is referred to in this MOU as the **Providing Institution**. Where an institution is the institution receiving Moderation Services, it is referred to in this MOU as the **Requesting Institution**.
	2. **Scope**: This MOU covers the moderation services to be undertaken in respect of the courses/modules as set out in the attached Schedule (**Moderation Services**).
	3. **Primary Contacts**: Each institution will nominate a primary contact person (external moderation coordinator) for all matters relating to the Moderation Services and will notify the other institution of the name and contact details of its nominee.
	4. **Delivery of pre-moderation services**: Where a Requesting Institution requests pre-moderation services, the Providing Institution will provide pre-moderation services in the manner requested and:
2. confirm that assessments are valid and address documented learning outcomes for significant assessment activities; and
3. complete a formal pre-moderation report formatted as required by the Requesting Institution.
	1. **Delivery of post moderation services**: Following the internal marking and moderation by a Requesting Institution, the Providing Institution will provide post-moderation services of a sample of students’ submissions to confirm the assessors’ judgements of the Requesting Institution are appropriate <Insert number of samples required. eg: minimum 4 assessments – 1 x high, 2 x medium, 1 x low>, and as requested, for significant assessment activities and complete a formal post-moderation report formatted as required by the Requesting Institution as set out in the Appendix.
	2. **Capability of staff**: The Providing Institution will ensure and, if requested by the Requesting Institution, provide assurance that those of its staff undertaking the Moderation Services under this MOU have undergone suitable training in assessment development and moderation, are suitably qualified in the area covered by the assessment and have suitable tertiary education sector experience.
4. **Moderation Process:**
	1. The external moderation co-ordinator of each institution will communicate via email with the external moderation co-ordinator of the other institution.
	2. The Requesting Institution will provide:

<Detail as per the example below>

1. Pre-moderation:
2. A Course Moderation Pack or Standards Assessment Form for the current iteration of the course/assessment
3. Latest course/standard descriptor
4. Last moderation report (Internal/External if any)
5. Assessment briefs/instructions with marking criteria
6. Model answer or marking scheme/marking criteria for all assessments.
7. Post moderation:
8. External Moderation Report Pack
9. Current course descriptor
10. Assessment brief/instructions with marking criteria
11. Course Schedule
12. Model answer or marking scheme
13. Internal moderation evidence from CEP
14. Any additional information related to assessment provided to student
15. Moderation Samples:
16. Competency based 2point requires four student samples (*2 – Competent, 2- Not Yet Competent*) with constructive feedback.
17. Competency based 3point requires six student samples (*2 – Merit, 2 - Pass, 2- Not Yet Competent*) with constructive feedback
18. Competency based CBA 4point requires eight student samples (2 *– Excellent, 2 - Merit, 2 -* Achieved*, 2- Not Achieved)* with constructive feedback
19. Achievement based 11point or 4point, requires four student samples (*1 - Good, 2 - Average, 1-poor*) with constructive feedback
	1. The external moderation coordinators will ensure the requested Moderation Services, including emailing the final moderation reports, are completed within 21 working days after the relevant materials set out in clause 3.2 have been received by the Providing Institution.
	2. Subject to clause 3.5, the external moderation coordinator of each institution will maintain a record of all external moderation activities undertaken under this MOU for accounting purposes and will provide follow-up feedback to the Requesting Institution within 5 working days of receiving a request, if there are any queries or clarification required.

* 1. After the completion of the moderation services, the external moderation coordinator of each institution will ensure all materials received from the other institution are destroyed or returned to the other institution.
1. **Confidentiality**

Each institution will take all reasonable steps to ensure that the materials it receives from the other institution under clause 3.2 and the reports and records it generates in connection with providing the Moderation Services are kept confidential and not disclosed to any person who does not have a need to know for the purposes of the work they are engaged in.

1. **Intellectual Property:**
	1. In this clause 5, **Intellectual Property Rights** means all statutory, common law and proprietary rights in patents, inventions, designs, trademarks or names, service marks (whether registered or unregistered), trade names, copyright, designs, business names, know-how, technology, trade secrets, confidential information, and any other similar or associated rights, including any applications to register the same anywhere in the world, including, where applicable, the right to sue and recover damages or other relief in respect of infringements of any of them.

* 1. Any pre-existing work or materials, or any Intellectual Property Rights contained therein, that are providing by or on behalf of a Requesting Institution for the purpose of assisting the Providing Institution in performing the Moderation Services under this MOU remain the property of the Requesting Institution.
	2. Neither institution shall use any work or materials, or any Intellectual Property Rights contained therein, which are the property of the other party or its staff except in the performance of its obligations under this MOU or as otherwise agreed by the institutions in writing.
1. **Fees:**
	1. **Fees**: <This is negotiable with each Institution. Insert any agreed fee structure here or use the following:> **[**Below payment terms must be included is an amount is payable under the agreement.**]**
	2. **Invoices**: The Providing Institution shall invoice the Requesting Institution for services provided on a monthly basis. Invoices will be raised no later than the 15th day of the month following the month in which the services are rendered. Each invoice shall:
2. Specify the relevant courses/modules being invoiced;
3. be in the form of a valid tax invoice for GST purposes.

* 1. **Payment**: the Requesting Institution shall pay the invoice by the 20th day of the month following the month in which the invoice is received:
1. in cleared funds; and
2. into the bank account specified in writing by the Providing Institution.
	1. **No Fees**: The institutions agree that no fees will be charged or payable in respect of the moderation services being undertaken pursuant to this MOU.
3. **Disputes resolution:**

If any dispute or difference between the institutions arises from this MOU, one institution shall notify the other institution in writing. The dispute or difference will first be discussed between their representatives in an attempt to reach resolution which, if not then resolved within 21 days after the notice is given, shall be escalated to the chief executives of the institutions for resolution.

1. **General Provisions**
	1. **Entire Agreement**: This MOU constitutes the entire agreement of the institutions relating to the matters dealt with in this MOU and supersedes and extinguishes any previous agreement.
	2. **Capacity**: Each institution warrants that it has full power and authority to enter into and perform its obligations under this MOU.
	3. **Assignment**: No institution will assign or transfer or purport to assign or transfer any of their rights or obligations under this MOU.
	4. **Relationship of Parties**: This MOU does not create any partnership, agency or employment relationship between the institutions.
	5. **Governing Law**: This MOU will be governed by and construed in accordance with the laws of New Zealand and the institutions irrevocably submit to the non-exclusive jurisdiction of the Courts of New Zealand for any matter arising under or relating to this MOU.

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| **Signed on behalf of Unitec** **Institute of Technology:***<Authorised signature>**<Designation>**Date:* | **Signed on behalf of <Other Institution>:***<Authorised signature>**<Designation>**Date:*  |

**Schedule**

**Moderation Services**

**A. <Institution A> Schedule of Courses**

The following schedule provides an indicative outline of courses to be moderated by <Institution> in <Year>.

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| --- | --- | --- | --- | --- |
| **Course Name** | **Level** | **Credit Points** | **No. Assessments** | **Indicative Date** |
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**B. <Institution B> Schedule of Courses**

The following schedule provides an indicative outline of courses to be moderated by <Institution> in <Year>.

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| **Course Name** | **Level** | **Credit Points** | **No. Assessments** | **Indicative Date** |
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***APPENDIX 1***

<Moderation Forms and Documents included as described above>