

MEMORANDUM OF UNDERSTANDING BETWEEN AQU CATALUNYA AND MUSIQUE

2023_MUSIQU23_0_MUSIQUE

1. Partners

The ***Catalan University Quality Assurance Agency (AQU Catalunya)*** is a public entity with an internationally recognised status. Its mission is to assure the quality of higher education through compliance with the European standards of quality and to safeguard of the interests of society in the quality of higher education. AQU Catalunya is the main instrument for the promotion and assurance of quality in the Catalan higher education system. Its purpose is the assessment, accreditation, and certification of quality in the sphere of the universities and higher education centres of Catalunya.

Its activity is developed through:

- Analytical external quality assurance processes (review and accreditation)
- International benchmarks and an innovation-based perspective
- Transparency and publicity mechanisms
- The involvement of the educational community and social stakeholders
- Competent people who are motivated and satisfied with the work carried out by AQU Catalunya

MusiQuE – Music Quality Enhancement is an external evaluation body dedicated to the continuous improvement of the quality of higher music education across Europe and beyond and to assisting higher music education institutions in their own enhancement of quality. MusiQuE treats quality assurance and enhancement from a subject-specific viewpoint and enables institutions to engage with the improvement of the art-form and its curricula from artistic, practical, and other relevant perspectives.

MusiQuE offers a range of review and accreditation processes tailored to the needs of Higher Music Education institutions:

- Quality enhancement reviews for institutions, programmes and joint programmes
- Accreditation procedures for institutions, programmes, and joint programmes
- Joint procedures with national quality assurance and accreditation agencies
- Reviews of pre-college institutions and programmes
- Evaluation of research activities

MusiQuE and AQU Catalunya (in the following: the Partners) intend to exchange practices and combine their complementary knowledge and competences with the aim to jointly perform programme accreditation procedures of higher music education institutions.

AQU Catalunya provides its specific competences and knowledge in the area of quality assurance procedures and higher (music) education legislation in Catalunya; MusiQuE provides its specific knowledge of the music higher education sector and its competences in the area of music-specific quality enhancement and accreditation.

2. Aim

This agreement sets out the conditions for the cooperation between the partners for the programme accreditation procedures planned at the Escola Superior de Música de Catalunya (ESMUC) in 2024.

3. Joint responsibilities

In organising this joint accreditation procedure, AQU Catalunya and MusiQuE will share responsibilities in the following steps:

3.1. Producing a joint accreditation framework

The partners will produce a joint set of standards, based on the *AQU Catalunya Standards Guide to the Accreditation of Arts Higher Education Programmes* (July 2017) and on the *MusiQuE Standards for Programme review* (May 2023). The joint set of standards will represent the framework of assessment for the programme accreditation procedure planned at ESMUC in 2024.

The partners will provide the institution with a Template for the self-evaluation report and, when required, brief the institution on how the various standards in the framework of assessment should be addressed. (May 2023).

Both agencies will communicate from February 2023 onwards and exchange information on their usual practice to agree on how the reviewers will assess the report and material linked to the MusiQuE and AQU standards. An online meeting of the complete panel will be envisaged before the site visit, to ensure an adequate preparation and a homogenous approach amongst panel members throughout the whole review process (see point 3.3 below).

3.2. Agreement regarding levels of compliance with the standards listed in the accreditation framework

For the purpose of this accreditation procedure the partners agree that:

- MusiQuE's *Fully compliant* correspond to AQU's *Progressing towards excellence*
- MusiQuE's *Substantially Compliant* correspond to AQU's *Compliant*
- MusiQuE's *Partially compliant* correspond to AQU's *Compliant with conditions*
- MusiQuE's *Non compliant* correspond to AQU's *Non compliant*

The levels of compliance will nevertheless be highlighted separately in the accreditation report for each of the standards listed in the accreditation framework.

3.3. Selection, nomination, and appointment of the Review Team (May – June 2023)

The Review Team (CAE) will be composed of 6 reviewers who will endorse the following roles:

- A chair
- 1 peer: expert with experience in the profession
- 1 peer: Spanish music higher education academic
- A student
- A secretary
- A coordinator from AQU Catalunya – without decision (observer)

The Review Team (CAE) will include at least 1 native Spanish speaker, and as many members as possible able to read through documents in Spanish and possibly able to understand a conversation in Spanish.

AQU Catalunya and MusiQuE will share relevant profiles of potential Review Team (CAE) members from their respective pool of reviewers in May-June 2023 and jointly compose the Review Team (CAE) in June 2023.

MusiQuE will nominate the Chair, the Secretary and one expert with experience in the music profession and music higher education.

AQU Catalunya will nominate the coordinator, one Spanish music higher education academic and one student. It may be possible that the experts nominated by AQU Catalunya (the student included) be also listed in the MusiQuE Register but it is not mandatory. The experts nominated by AQU Catalunya can be Spanish but not Catalan (with the exception of the coordinator who only holds the role of observer).

The Review Team (CAE) thus composed will be endorsed and officially nominated by both the MusiQuE Board and AQU Catalunya.

Once the Review Team (CAE) has been appointed, AQU Catalunya will inform the institution about its composition and invite its representatives to indicate any possible conflicts of interest. If the case, replacements of team members would be taken into consideration by both AQU Catalunya and MusiQuE.

3.4. Inviting, training, and briefing of peers (September 2023)

The partners will decide in June 2023 on how the contact with the Review Team (CAE) members will be established (and on which agency will contact which reviewers).

The Review Team (CAE) members designated by MusiQuE will have followed the annual training delivered by MusiQuE (delivered on a yearly basis in November).

In addition, the Review Team (CAE) members will be jointly trained for the AQU Catalunya-MusiQuE accreditation procedure: a joint on-line meeting with the CAE will be organised by the partners in September 2023 to brief all Review Team (CAE) members on the specific aspects of this joint procedure. Both agencies will communicate in July 2023 in order to agree on the agenda and the division of roles to organise and conduct the briefing meeting.

3.5. Definition of the programme for the site visits (from July 2023 onwards)

Both agencies will communicate from July 2023 onwards and exchange information on their usual practice in order to produce together a draft programme for the site visit.

In principle, the site-visit will last 2.5 days, with the CAE flying the day before in order to have a preparatory meeting. Tentatively, the site visit would follow the following schedule:

Day 1:

- Review Team members travel,
- 1 private preparatory meeting of the Review Team in the afternoon

Day 2:

- 9.00 – 18.30 meeting sessions with institutional representatives, visit of facilities, classes, student performances and / or exams

Day 3:

- 9.00 – 18.30 meeting sessions with institutional representatives, visit of facilities, classes, student performances and / or exams

Day 4:

- 9.00 – 13.00 meeting sessions with institutional representatives and feedback session between the Review Team and the Management Team;
- Lunch and departure of the Review Team members.

3.6. Feedback to the self-evaluation report and material provided by the institution (October 2023)

ESMUC will send their self-evaluation report and material to AQU Catalunya via a dedicated online platform. MusiQuE will be granted access to this report and material and both agencies and the Review Team will check the report and material in parallel.

MusiQuE, AQU Catalunya and the review team will share its findings and/or comments, if more information is needed AQU, on behalf of the review team, MusiQuE and AQU, will request to ESMUC the new information.

ESMUC will share an amended self-evaluation report and the additional documentation, if so requested by the Review Team (CAE), on the designated platform at the latest 8 weeks before the site visit (November 2023).

3.7. Monitoring the individual assessment of the self-evaluation report (SER) and related material by Review Team (CAE) members (November 2023 – January 2024)

AQU is in charge of sharing the institution's SER and related material with MusiQuE and the Review Team (CAE) members by ensuring access to the online platform where these materials will be made available by ESMUC.

MusiQuE will provide the Review Team (CAE) members with SER analysis templates and related support tools to enable them to conduct their individual assessment of the institution's SER and additional documentation.

3.8. Organisation of the site visits (logistics)

AQU and MusiQuE will book flights and organise the hotel and the dinners for the CAE (while the institution will organise the lunches and coffee breaks).

The partners will agree during the summer 2023 on how to divide roles for these tasks.

The site visit will take place between 15 January – 30 January 2024 (*Exact days will be confirmed at a later stage*)

3.9. Financial matters

AQU Catalunya will cover the costs of 3 CAE members (Spanish Music Higher Education academic, student, AQU coordinator) (reviewers' fee as well as costs of travel, accommodation and dinners). No cost will be charged to the institution.

MusiQuE will cover the costs of 3 CAE members (Chair, Secretary, Music Higher Education academic) (reviewers' fee as well as costs of travel, accommodation and dinners). However, as MusiQuE is not funded by any government or organisation, but functions based on the fees paid by the institutions reviewed, MusiQuE will charge these costs to the institution.

3.10. Monitoring the report-writing process

The draft report will be written by the Secretary of the CAE and supplemented by information and comments provided by all reviewers. The AQU Catalunya coordinator will be responsible to ensure that the report is in line with the national legislation and that the Spanish higher education context is respected while the MusiQuE coordinator will be responsible to ensure that the MusiQuE Standards are well covered all over the report. Both partners shall be responsible for the full coverage of all the accreditation standards.

The CAE will submit officially the preliminary report the Specific Committee for Arts and Humanities of the Institutional and Programme Review Commission (CAIP) and MusiQuE by the 15 March 2024

3.11. Monitoring the decision-making processes by the Boards of AQU Catalunya and of MusiQuE (April 2024 – June 2024)

The MusiQuE Board and the Specific Committee for Arts and Humanities of the CAIP will both consider the preliminary accreditation report prepared by the CAE and will share their comments.

In their feedback to the Review Team, both the MusiQuE Board and the Specific Committee for Arts and Humanities of the CAIP will confirm that the report is consistent with, and relevant to AQU procedures and standards and will indicate if and where amendments and clarifications might still be necessary.

The collected set of comments will be shared by MusiQuE and AQU with the Review Team (CAE) members who will address them by implementing further amendments to the accreditation report, to the extent that these are deemed necessary.

The accreditation report will then be shared with ESMUC by MusiQuE for a factual accuracy check. The institution will be given the opportunity to submit their factual comments to the report as well as possible complaints related to the overall procedure up to that stage to both AQU and MusiQuE within 20 working days since the receipt of the preliminary report.

Upon receipt of the institution's feedback, the Review Team will address the factual comments and will produce the final report. (1st June 2024).

Should there be any further additional complaints expressed by the institution, the MusiQuE Board and AQU Catalunya will issue a shared decision, after prior consultation, that will address the institution's complaints.

The MusiQuE Board will endorse the final accreditation report and will make its recommendations for accreditation in an official letter addressed to the Specific Committee for Arts and Humanities of the CAIP. (1st July).

The Specific Committee for Arts and Humanities of the CAIP will then proceed with the final external assessment and accreditation report to ESMUC and make a final decision on the accreditation of the programmes.

3.12. Communicating the outcomes of the accreditation procedures (July - September 2024)

AQU Catalunya and MusiQuE will jointly communicate their respective decision to the institution.

In addition, AQU Catalunya will communicate the outcomes of the accreditation to the Ministry of Education of the Government of Catalonia and Ministry of Education of Spain.

AQU Catalunya will publish in full on the AQU website (<http://estudis.aqu.cat/informes/Web/Inici#>) and DEQAR the final decision report of the AQU Accreditation Commission.

MusiQuE will publish in full on the MusiQuE website (<https://musique-qe.eu/reports/review-reports/>) and DEQAR the final decision report of the MusiQuE Board.

3.13. Coordinating the follow-up processes

Both partners will communicate from in early 2025 and onwards and exchange information on their usual practice in order to explore how the follow-up process could be jointly organised.

4. Communication

MusiQuE and AQU Catalunya agree to comply with the rule of full transparency in all their communications with the third parties involved in this procedure – the review team members, and ESMUC representatives respectively.

5. Miscellaneous

5.1. Entire agreement. This Agreement constitutes the entire understanding between the Partners relating to the subject matter hereof and supersede all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof.

5.2. Amendments. No amendments, changes, revisions or discharges of this Agreement, in whole or in part, shall have any force or effect unless set forth in writing and signed by the Parties hereto. Verbal side agreements are considered void hereto.

5.3. Severability. If any provision in whole or in part of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, then the provision in question shall be deemed removed and the remaining provisions shall remain in full force and effect and the Partners shall without delay agree on a replacement provision that as far as legally possible achieves the same or commercially similar effect as the invalidated provision.

6. Force Majeure

- 6.1.** Neither party is responsible for any failure to perform its obligations under this contract, if it is prevented or delayed in performing those obligations by an event of force majeure.
- 6.2.** Where there is an event of force majeure, the party prevented from or delayed in performing its obligations under this contract must immediately notify the other party, giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract. The party affected by the event of force majeure must use its reasonable efforts to mitigate the effect of the event upon its or their performance of the contract and to fulfil its obligations under the contract.
- 6.3.** Upon completion of the event of force majeure the party affected must as soon as reasonably practicable recommence the performance of its obligations under this contract. The party affected must provide a revised programme rescheduling the works to minimise the effects of the prevention or delay caused by the event of force majeure.
- 6.4.** An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.
- 6.5.** The contracting parties have no liability for:
- (a) any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and
 - (b) any delay costs in any way incurred by the service provider due to an event of force majeure.

7. Signed for agreement

For AQU Catalunya:

Name of Legal representative:

Francesc Xavier Grau i Vidal, President

Signature:

For MusiQuE:

Name of Legal representative:

Jacques Moreau, Chair of the Board

Signature:

