

# Student Protection Plan 2021/22

## 1. Introduction

The University's Student Protection Plan explains the events and situations that have the potential to prevent a student from finishing their course. It sets out how we manage these such that the risk to students is very low. In the rare event that we were not able to preserve the delivery of courses the plan cross references our Refund and Compensation policy and provides information to reassure students in relation to our ability to meet such costs.

Our Student Protection Plan is reviewed annually by our Learning and Teaching Committee, which includes student members.

## 2. The risks

The events and situations that have the potential to prevent us from being able to continue with the delivery of a course include a number of things which affect all students equally, such as: University failure, subject level closure, and course closure; and the loss of the University's Student sponsor licence which would impact our international students. More detail on each scenario is given below.

### 2.1. University and campus closure

The risk that UEA as a whole is unable to operate is very low due to our continued strong financial performance supported by short, medium and long term financial and business planning. This is demonstrated through our healthy operating cash flows, cash reserves held, and in our satisfying our banking covenants with sufficient headroom. The University's risk register, is regularly updated and reviewed by our Audit Committee and by Council, our governing body, at least annually. The risk register identifies key risks, their potential impact on University operations, the likelihood of those risks occurring and the actions being taken to mitigate the risks. These are detailed in our published financial statements which are available on our website. A wholesale review of our risk management processes has been undertaken during academic year 2017/18, in conjunction with our Audit Committee. This ensures the robust capture of risks and the improvement of risk data flows across the organisation.

The University operates from a single campus. However, a small number of postgraduate research students study both on our campus and with a partner organisation under co-tutelle or split site arrangements. These agreements are bespoke and will take into account the partner's site becoming unavailable for study. In such instances, the student would normally complete their studies at UEA.

There is a low risk of one of our buildings failing. If we were not able to use a building with its associated teaching facilities, we would seek to accommodate teaching in other buildings, which may have the effect of lengthening the teaching day. If specialist teaching facilities were affected, we would talk to our networks such as the other members of the Norwich Research Park, local partner colleges, and associated businesses to see how this teaching could be delivered on their premises and we would support students in accessing these alternative venues.

## **2.2. Course and subject area closure**

Our procedure for closing courses takes account of the need to safeguard the interests of any students on the course(s) being withdrawn and the interests of applicants. In practice, our approach to course closure is to cease to recruit new students and to teach out continuing students. The risk of students not being able to continue with their studies is very low.

If there are students on the course to be closed there are early and on-going discussions with them to inform them of the plans, the measures that will put in place to safeguard their educational experience, and the options that are open to them (including course transfer). Care is also taken to communicate with applicants who are offer holders.

The risk of students commencing a course in a subject area and of being unable to complete their studies by a closure of that subject area is very low. Subject closures would be planned well in advance and all students would be taught through to the completion of their studies as detailed above. There is a long lead time involved in the closure of a School area, and a formal process as set out in the University Ordinances: A decision to withdraw from an area of study, which would result in the closure of a School, will require the approval of Council, having consulted with Senate". (Ordinance 27).

## **2.3. Loss of professional body accreditation for the course**

A number of our courses are accredited by professional bodies, to allow for example, graduates to enter a particular profession. The accreditation is maintained by periodic reviews of the quality and standards of our courses by the professional body. The risk that a student may commence on a course that is accredited but complete it without accreditation is very low.

Applicants can be reassured that the University complies with consumer protection legislation and will advertise courses as being accredited only if they are. The University has a central register of all accreditations, monitors end dates and seeks re-accreditation at the intervals required by the professional or statutory body. Where accreditation or reaccreditation requires course changes students and applicants are informed and the changes will be made to secure the accreditation.

## **2.4. Course changes**

We comply with consumer protection legislation and endeavour at all times to keep any changes to courses to a minimum and to keep students and applicants informed appropriately. However, some changes, for example to courses, facilities or fees may become necessary due to legitimate staffing, financial, regulatory and academic reasons. The measures in place to mitigate this are detailed below.

Where material course changes are planned these will be introduced to applicants through the prospectus, our website and in other advertising materials. If any changes are to be introduced for new cohorts that vary from our published information then applicants and offer holders will be informed by email ahead of their application deadline.

We will only introduce substantial changes during a course of study, or after the application deadline, in response to situations where either:

- a) the government or a regulatory body (for example a professional body which makes regulations governing the eligibility of graduates to enter a profession) introduces new requirements or otherwise obliges us to implement changes;

- b) the government, funding council or other public body that provides funding changes the funding available to a course or the department providing the course in a way which makes the continuation of the course unviable.

In the event this were to happen students and applicants would be informed at the earliest opportunity.

If we propose to make other substantial changes during a course of study or after the application deadline, the views of students and applicants will be sought. Note that such change tends to be a response to student feedback and to improve the course. Substantial changes would include for example the introduction or discontinuation of a core module, a significant change in the way in which the course is taught or assessed, the merger of courses or the major restructuring of a course or a change in location. We would then consider how best to proceed taking into account all responses. We would determine whether or not to proceed as proposed, or to proceed with a modified proposal and will communicate with all students and applicants accordingly.

## **2.5. Module choice**

Whilst the University will make every effort to offer the modules listed in the prospectus, changes may sometimes be made arising from the annual quality review and update of modules and courses. The University will aim to keep the changes to the minimum necessary to achieve the required quality. Where this activity leads to material changes to compulsory modules or a significant reduction in the number of optional modules available on a course, the University will notify and consult with affected students in advance of the changes being made.

It is also possible that the University may not be able to offer a module for reasons outside of its control, such as the illness of a member of staff. Some degrees may have optional modules which have a defined maximum capacity. There is therefore a risk that we may not be able to meet student demand. On courses where this may be an issue students are invited to inform us of their optional module preferred and reserve choices. Our module enrolment processes endeavour to ensure that students always receive some preferred and some reserve choices in cases where not all first preferences can be met.

## **2.6. Loss of specialist staff**

The risk that we are no longer able to deliver material components of our courses is low. There are a number of specialist modules reliant on key individual members of staff. In the event such staff were to leave the University or become otherwise unavailable to teach, our approach would be to identify and seek to employ an alternative member of academic staff to deliver the module. If this proved unsuccessful, we would seek to offer students something equivalent in terms of student outcomes.

Where a specialist PhD supervisor leaves, we will discuss the options available with the student in order to seek a mutually satisfactory way forward. These options will normally involve some or all of the following: transferring to the supervisor's new University; replacing the supervisor with another appropriate member of staff with similar expertise; hiring an external academic member of staff with appropriate expertise. The options available will depend on the student's funding and visa situation, and also on any contractual aspects of their research project such as third-party involvement or intellectual property rights. If none of these are possible, then the next option considered would normally be to liaise with another University to transfer the student and their project to that University; and if that is not possible, then we would calculate and pay appropriate compensation to the student and/or any funder as appropriate.

## 2.7. Placements

We work with a number of placement providers and where the University sources the placements there is a low risk that a placement provider will not be found for a planned placement at a particular time. In the event this were to happen, we would source an alternative placement for the student and this may be with the same placement provider or with an alternative placement provider.

## 2.8. Loss of our Student sponsor licence

The revocation or suspension of our Student sponsor licence is the potential end-point of an investigation and sanctions process by the UK Visas and Immigration division of the Home Office. This has varying impacts for applicants and students. The form and duration of that process, and therefore its implications for non-UK applicants and students, depends upon the seriousness of any suspected breach of our sponsorship duties. We have processes in place to maintain our Student sponsor licence and further explanatory details are given below. The risk that a student may not be able to complete their course due to our loss of our Student sponsor licence is low as we are vigilant in following all procedures to protect and maintain it.

### 2.8.1. Provisions in place to protect our Student sponsor licence

We do the following things to meet the requirements of UK Visas and Immigration and protect our licence:

- The University applies for Basic Compliance Assessment every 12 months demonstrating that we meet the core requirements relating to visa refusal rate, enrolment rate, and course completion rate as defined by the Home Office.
- A Confirmation of Acceptance for Studies (CAS) is assigned to applicants from non-EEA countries who have unconditional offers and require a Student visa. Care is taken to ensure unconditional offers are only made to students who can evidence their qualifications and meet necessary English language requirements and the entry criteria for their chosen course of study. The staff making these decisions are trained and experienced and make use of national resources such as NARIC when verifying qualifications. Applicants for PG courses are also asked to provide a financial deposit and proof of financial security will be sought from applicants in countries the University considers to be of high risk.
- We work closely with applicants to ensure the information on the CAS is accurate to aid the visa application process.
- On arrival, we meet with or remotely check all applicants requiring valid immigration permission and undertake a number of checks to ensure that they hold appropriate permissions, their qualifications are genuine, and that they have the right to study in the UK before they are registered as a student.
- We monitor the attendance and engagement of all students and so can ensure those on visas are actively participating in their studies. In addition, students with visas are asked to attend up to three engagement sessions a year where their visas and passports are reviewed and their contact details updated. We withdraw our sponsorship of students who are in breach of the conditions of their visa.
- We support students who need to reapply for a visa by holding workshops and advice sessions and a "Visa application service".

These steps help to ensure that we comply with our sponsorship duties and so minimise the likelihood of our licence being suspended or revoked. However, it is helpful to understand

the impact on students should we be suspected of breaching our sponsorship duties and this is detailed below.

## **2.8.2. Revocation or suspension**

The revocation or suspension of a licence is the potential end-point of an investigation and sanctions process by UK Visas and Immigration, with varying impacts for applicants and students. The form and duration of that process, and therefore its implications for non-EEA applicants and students, depends upon the seriousness of any suspected breach of sponsorship duties.

### **a) Initial Actions**

An isolated or minor breach, if proven, will normally result in an action plan being agreed, or imposed, by the Home Office. While the action plan remains in place, the Home Office may apply any limitations to a sponsor's licence it considers appropriate. For example, limiting the number of CAS that can be assigned (including to zero). The University would appear on the government website displaying the Register of Student Sponsors with a note that it is 'Subject to an Action Plan'. We would keep students fully informed of how the action plan may affect them.

If we were to be given a zero CAS allocation, but an applicant or student already has a CAS, they will be able to use that CAS to make a Student visa application in the normal way. Students who already have a valid Tier 4 or Student visa sponsored by the University would be able to continue with their studies, and they may enter or re-enter the UK on their existing leave. However if a student or applicant requires a new CAS in order to apply for a Student visa they will not be able to obtain one. This would include UEA PGR students wanting to apply for the Doctorate Extension Scheme.

If the action plan is successfully completed and no other issues are identified, the Home Office will lift the action plan and decide on our new CAS allocation. This may be lower than the allocation held before the action plan was imposed. If some concerns remain, the Home Office may decide to extend or vary the action plan as well as any licence restrictions, depending on the nature of the remaining concerns. If the action plan is not successfully completed or further issues or breaches are identified, then the Home Office action will be escalated. At this point, an initially minor breach will be treated in the same way that a serious breach would and while there will be a very short period of consultation between the Home Office and the University, a suspension or revocation of our Student sponsor licence is much more likely.

### **b) Revocation of Student sponsor licence**

If our Student sponsor licence is revoked we will be removed from the Register of Student Sponsors. Generally a ban will last for two years, unless there are exceptional circumstances, but the Home Office can decide to impose a shorter ban. Any ban commences almost instantly.

The Home Office might choose to allow us to continue teaching Tier 4 or Student visa holders for a certain period. The maximum period for this is six months or to the end of the academic year, whichever is the longest. If the academic year ends on different dates for different students, the Home Office will consider each student's case on an individual basis. Whether or not we can continue teaching Tier 4 or Student visa holders, even for a short period, depends on a number of factors, including the reasons for revocation of the licence.

By the end of the permitted period of additional teaching any student with a Tier 4 or Student visa will either have their visa curtailed or will need to transfer to another institution. Students

may find a new sponsor and apply for further leave to remain during this period and the University would be expected to help students with that transfer process.

*If our Student sponsor licence is revoked the revocation is likely to be applied to other purposes for which the University holds a sponsorship licence – Worker and Temporary Worker. It is also likely to result in a loss of the University's status as an endorsing body for the Start-up visa. Furthermore, visiting students seeking to obtain immigration permission through the Visitor route would be severely reduced due to the impact on the requirement, in most instances, for education providers to hold a Student sponsor licence.*

## **2.9. Matters outside the University's control**

There is a risk that matters outside the University's control, which could not have been foreseen or prevented even if reasonable care had been taken might disrupt the delivery of courses. This includes (but is not limited to) strikes or other industrial action (within the University or at third parties), staff illness, severe weather, fire, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not), natural disaster, restrictions imposed by government or public authorities, epidemic or pandemic of disease, or failure of public utilities or transport systems. The University would endeavour to mitigate the impact of such matters on a student's studies but shall not be liable for any loss arising from them.

## **3. Refund and Compensation Policy**

If the risk of non-continuation of study materialises due to the risks outlined in section 2, we will inform students and applicants at the earliest opportunity and discuss options with them. The options would include for example, the transfer to another course of study or a supported transfer to an alternative provider or a concession to vary module choice from that published in the degree profile.

Our Refund and Compensation Policy can be found [here](#). This sets out the tuition fee liability for students who cease their studies prior to the end of that year of study and enables any fee refunds to be calculated. It also sets out the compensation payments that we would make if we were unable to preserve the continuation of a student's studies.

Students can be reassured about the our ability to pay as, in addition to lender imposed banking covenants, the University self-imposes a requirement to hold minimum cash reserves of £25 million which would be sufficient to provide refunds and compensation for students in this situation.

University of East Anglia