Student Protection Policy

Policy

Purpose

1. This policy sets out UCL’s approach to the closure of any aspect of its facilities or academic provision which could have an adverse effect on the interests of current or prospective students. It is designed to ensure that their interests are protected.

2. It also sets out the approach in the event that UCL is unable to deliver a material component of a programme which could have an adverse effect on the interests of current or prospective students.

3. The writing of this policy has been informed by, and is designed to be consistent with, the Higher education course changes and closures: statement of good practice (2015) endorsed by HEFCE, Universities UK, NUS and other bodies (https://www.guildhe.ac.uk/wp-content/uploads/2015/11/Statement-of-good-practice-Nov15.pdf). UCL shares the views set out in this document: that there should be transparent, fair and accessible policies and practices governing course closure and changes; that higher education providers should act transparently and consult with students to minimise the impact on students caused by course closures and changes because of the time and personal effort which students invest in their studies.

Scope and definitions

4. This policy applies to the following planned events:
   - the closure of campus
   - the closure of a significant building, teaching or support facility
the closure of a faculty, school or subject
the closure, or suspension, of a programme of study, or a significant proportion of a
programme of study
the closure of a programme of study in one mode of delivery, where it is offered in more
than one mode
the closure of a programme of study offered in partnership with another provider (such as
one leading to a dual award or involving a placement or year abroad)
musnt changes to a programme or modules such as the location of delivery or the
mode of delivery.

5. This policy also applies to the inability to deliver, or complete the delivery of a programme or
a material component of a programme, as the result of an unplanned event. Examples of
such unplanned events are provided in para. 17.

6. ‘Prospective students’ in this policy means those:
   - To whom an offer of a place has been made (whether conditional or unconditional) which
     has been accepted
   - To whom an offer of a place has been made (whether conditional or unconditional) which
     has been deferred.

7. ‘Current students’ in this policy also includes those students who have been granted a
   suspension of studies or have been referred.

8. This policy forms part of the Terms and Conditions of the contract between UCL and its
   students.

Planned events

Reasons for planned events

9. There are a number of reasons why UCL may close a campus or building or close or
   suspend a programme, for example:
   - changes in strategic priorities or the financial environment in which UCL operates
   - declining student numbers
   - replacing an existing programme with a new one
   - changing strategic priorities at faculty, school, subject or university level
   - concerns about the quality and academic standards of a programme
   - withdrawal from an arrangement with another higher education provider (UK or
     internationally-based) which results in the programmes delivered with, or by, that other
     provider being brought to a close.

Prevention of adverse effects

10. The overriding principle is that UCL will not introduce any of the changes identified in para 4
    in a way which will adversely affect the interests of current and prospective students.
    Specifically this means that any closure, suspension or material changes must not be
    approved to apply to current and prospective students but may only be approved to apply to
future cohorts (to whom offers of a place have not yet been made) unless the criteria in paras. 14 and 15 are satisfied.

11. The application of the above principle ensures the ‘teaching out’ of the current version of the programme (including where and how it is delivered). ‘Teaching out’ means continuing to deliver the programme in its current form, at the current location and mode until all students have completed the programme (as defined in UCL assessment regulations) or formally withdrawn or been required to leave UCL (in accordance with published and properly applied academic or non-academic disciplinary procedures).

12. ‘Material changes’ to a programme means ‘major’ amendments to a programme as set out in chapter 7 of the Academic Manual, section 4.2:

- revision to one third or more of the programme’s intended learning outcomes
- the level, award or title of the programme
- the programme’s credit value
- addition, removal or restructuring of routes within a programme
- programme duration, including the addition of a placement or Study Abroad year
- location or mode of study (i.e. Campus-based; Distance Learning; Mixed-mode; Non-resident [Postgraduate Research students only])
- entry requirements, outside of UCL’s standard requirements
- any “in-year” minor amendment.

13. ‘Minor’ amendment means:

- changes to the weighting of assessment
- changes of assessment methods/criteria
- changes which affect under one third of the intended learning outcomes
- balance of learning activities
- change of module title
- other changes at the discretion of the Faculty Tutor.

**Material changes considered beneficial to students**

14. Where the faculty/school proposing material changes to a programme considers that the changes will be beneficial to current and prospective students and therefore wishes to apply the changes to them, the faculty/school must undertake a written and (if appropriate/practicable) face-to-face consultation with the students concerned.

15. The Programme Approval Committee (PMAP) must not grant approval of the material changes unless and until it has received written confirmation that all current and prospective students have been consulted and have given their express written agreement to the changes proposed.
**Unplanned events**

**The nature of unplanned events**

16. There are a range of factors which lie outside the direct control of UCL which may result in an unplanned event which is sufficiently extensive that it results in the inability of UCL to deliver, or complete the delivery of, a programme or a material component of a programme.

17. UCL takes all reasonable steps to identify potential events which might significantly disrupt the delivery of its academic provision and to mitigate those risks, including through its risk management policy and practice. Examples of the kind of events, and their possible causes are:

- the unexpected unavailability of sufficient qualified staff (for example due to a number of staff leaving UCL for posts elsewhere)
- the withdrawal of, or fundamental change in, professional accreditation for the programme as a result of a decision by the external accrediting body
- the withdrawal of, or fundamental change in, the external funding for the programme (in relation to programmes funded by bodies such as the NHS)
- the destruction or enforced closure of a significant building, teaching or support facility, for example as a result of a fire, extreme weather, civil disorder or on health and safety grounds (including to prevent the transmission of an infectious illness)
- the withdrawal of another higher education or year abroad or placement provider involved in the delivery of a UCL programme without giving sufficient notice to enable the ‘teaching out’ of the programme (and where a suitable alternative cannot be provided).

**Actions if an unplanned event occurs**

18. Where an unplanned event occurs, or seems reasonably likely to occur, UCL will immediately inform all students likely to be affected, and the UCL Students’ Union, in writing (and where possible also face-to-face) of the event, the reasons for it (as far as they are known at that time), the likely implications and the action it proposes to take.

19. In assessing the likely implications UCL will make effective use of its equality and diversity monitoring data to ensure that the actions taken are appropriate for the characteristics of the students affected by the unplanned event, and will consult individually with students with any of the protected characteristics or other individual circumstances.

20. In all cases (other than withdrawal) the actions to be taken will involve a change in the Terms and Conditions of the contract between UCL and the student and therefore each student’s express written agreement will be required.

21. In determining the action to be taken in consultation with affected students, UCL will consider one or more of the following options:

- modify the programme in terms of content, timing, mode or location of delivery (including the timing of teaching and assessment) to enable the ‘teaching out’ of the programme in a way which does not compromise the academic standards or value of the award
- transfer students to a suitable alternative UCL programme: UCL will support a student’s transfer including through the transfer of credit/academic progress, and through considering options for additional teaching or extension to the deadlines for assessment (without compromising the academic standards of the award)
- transfer to a suitable alternative programme offered by another University: UCL will support a student’s transfer including through the transfer of credit/academic progress and the negotiation of the ‘fit’ between the two programmes (such as content, intended learning outcomes, final award)
- the refund of tuition fees
- ensure the continuity of any UCL scholarship or bursary to which the student was entitled while studying at UCL for the length of time for which the scholarship or bursary was promised
- where the event is not expected to be permanent, allowing students to suspend their studies until the start of the new academic year, and working with them to make effective use of the remaining period of the current academic year such as exploring work experience opportunities in the UK or abroad
- compensation (as set out below).

22. Where a programme to which this policy applies is accredited by a professional, statutory or regulatory body, UCL will immediately inform the relevant body and consult with it regarding options which the relevant body will permit, and advise the students likely to be affected of the outcomes of this consultation.

23. Where an unplanned event occurs UCL’s designated ‘accountable officer’ must inform the OfS in accordance with Conditions of Registration applicable to UCL.

Refunds and compensation

24. Where a student is adversely affected by an unplanned event to which this policy applies, UCL will make refunds and consider compensation as set out below:

Refunds

25. Where a student is unable to complete the programme of study in the expected time to which he or she was originally admitted, and is not able to transfer to another programme of study at UCL, UCL will refund the tuition fees up to the total amount paid for the programme of study to date, and cancel any further tuition fee liability for the programme. (Such refund applies irrespective of whether the student paid the fees directly or indirectly through a student loan or by a sponsor.)

Additional costs

26. Where a student will incur additional costs as a result of the option proposed and agreed in accordance with this policy UCL will pay those costs for the remaining period of the programme of study. Such costs may include:

- additional tuition fees arising from changing to another programme involving a longer total duration whether at UCL or another higher education provider
- the unwillingness or inability of a sponsor to continue paying tuition fees for a replacement programme of study
- additional travel costs incurred as a result of having to continue studying at another location either for the same or an alternative programme of study.

**Compensation**

27. UCL will consider the payment of compensation taking into account the impact of the unplanned event on the student’s circumstances and any alternative arrangement which has been agreed with the student, and the extent of any inconvenience/disruption caused to the student. In considering compensation UCL will specifically take in account a student’s maintenance costs and lost time which may have arisen from the inability to complete the original programme as a result of the unplanned event or where the student is transferred to another course or provider.

**Communication with current and prospective students**

28. In implementing this policy UCL will communicate with current students using their university email address in addition to any oral communication, and with prospective students using their correspondence address as notified through their application to UCL (whether via UCAS or direct).

**Working with the higher education sector to support students**

29. UCL is committed to working with other higher education providers to minimise the impact on students and to protect the reputation of UK higher education from the impact of matters such as disorderly programme closure, institutional loss of tier 4 status, or disorderly institutional closure.

30. In the event of another higher education provider being unable to fulfil its obligations to it students, UCL would seek to identify whether it offers comparable alternative programmes of study and whether it would be feasible to transfer displaced students to UCL. Within the University of London federation, the member institutions have a long history of collaborating in the delivery of elements of programmes.

31. UCL also commits to working with the regulatory body, the representative bodies and the NUS, to facilitate the flow of information to enable the identification of options for students adversely affected.

**Communicating the Student Protection Policy to Students and Staff**

32. We will notify students of our final policy through an email to their UCL email addresses explaining the reason for the policy and highlighting its key features. That email will include a link to the policy on our website.

33. For prospective students (who are currently holding an offer) we will inform them via the email address which they provided when applying to UCL.
34. We will also revise our Terms and Conditions document applicable to applicants from September 2018 to include a summary of, and link to, the policy. This Terms and Conditions document is sent to applicants with their offer.

35. We will inform all staff by email, and through deans of faculty and faculty tutors, of the requirements of the policy, especially in relation to programme suspension, withdrawal or major amendment. We will be revising the policy governing programme suspension, withdrawal and major amendment to ensure alignment with the Student Protection Policy.

36. We will conduct an annual review of the Policy, in partnership with the UCL Union.

37. Where we propose to make material changes applicable to current and prospective students, but which we believe to be beneficial to those students we will undertake a written, and if practicable, face-to-face consultation with them prior to seeking their express agreement to the changes. Any such changes would not normally be effective until the start of the following academic year, but the proposed timescale would be included in the consultation with students.

38. Should an unplanned event occur, or seem reasonably likely to occur, we will follow the process set in our Policy, including consulting with those students likely to be affected, and holding individual consultations for those students whose circumstances may be particularly affected by the event (such as disability or other mobility restrictions including arising from carer responsibilities and so on).

39. We will remind students that they can access independent advice from the UCL Students’ Union Advice Centre as well as from external organisations such as Citizens’ Advice.