

# UCL Student Protection Plan

## Purpose

1. The Office for Students requires UCL to have a Student Protection Plan ('Plan'). The Plan sets out UCL's approach to the closure of programmes, campuses, or UCL as an institution which UCL appreciates may have an adverse effect on the interests of Current or Prospective Students. UCL's first objective is to seek to preserve the continuation of study for all Current and Potential Students and this Plan 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. This Plan is regularly reviewed by UCL Registry and is approved by UCL's Council.

## Scope and definitions

4. This Plan applies to planned and unplanned events, the risks attached to such events and the measures in place to mitigate such risks.
5. This Plan applies to the following **planned** events:
  - the closure of a campus
  - 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)
  - changes to information about a programme or modules where the information is considered Material Information, such as the location of delivery or the mode of delivery.
6. This Plan 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.16.

### Definitions:

7. 'Current Students' means all currently registered students at UCL and also includes those students who have been granted a suspension of studies or have been referred.
8. 'Material information' means information set out in the consumer protection legislation as included in [annex 7.1.3](#) of the Chapter 7 of the Academic Manual

9. 'Prospective Students' in this Plan means those (not being Current Students) to whom an offer of a place (whether conditional or unconditional) to undertake a programme at UCL has been made and has been accepted or deferred.
10. 'Teaching Out' means continuing to deliver the programme until all Current Students have completed the programme (as determined in the Academic Manual) or formally withdrawn or been required to leave UCL (in accordance with published and properly applied academic or non-academic disciplinary procedures).
11. 'Terms and Conditions' means the [contractual terms](#) that apply between UCL and Current or Prospective Students.

## **Planned events**

12. UCL's [Terms and Conditions](#) set out UCL's ability to make changes to a programme

## **Reasons for planned events**

13. There are a number of reasons why UCL may implement a planned event, 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**

14. UCL has a number of mechanisms in place to protect Current and Prospective Students and considers at each stage the likelihood and impact of planned events before these are implemented. This includes consideration of the risk of any potential negative effects on a group or particular groups of Current or Prospective Students.
15. The overriding principle is that UCL will do its best not to introduce any of the changes identified in paragraph 10 in a way which will adversely affect the interests of Current and Prospective Students. This means that the necessity to close, suspend or materially change any programmes must be carefully considered if it will apply to Current Students and Prospective Students.
16. The application of the above principle ensures where possible the Teaching Out of the current version of a programme.
17. UCL sets out processes in the Academic Manual relating to changes to programmes and modules.

## Process

18. Where a department proposes a planned event and reasonably considers that it needs to apply to Current and Prospective Students, the department must undertake a written and (if appropriate and practicable) face-to-face consultation with the students concerned. Where a planned event is proposed, UCL will follow the processes outlined in [Chapter 7 of the Academic Manual](#).
19. Where the faculty is able to approve a planned event proposed by a department, they must not do so unless it has received written confirmation that all Current and Prospective Students have been consulted, together with the reasoning for the decision and the outcome of that consultation. This should include communications with Current Students and any responses. Any moderate approvals made by faculty must be reported to the Programme and Module Approval Panel (PMAP).
20. The faculty **must not** grant approval of the planned event unless and until it has received written confirmation that all Current and Prospective Students have been consulted together with the reasoning for the decision and the outcome of that consultation. This should include communications sent to Current and Prospective Students and any responses received.
21. Current Students and Prospective Students must be notified and/or consulted on proposed programme amendments, as detailed in [Chapter 7 of the Academic Manual, Annex 7.1.3](#).

## Unplanned events

22. UCL's [Terms and Conditions](#) set out UCL's position regarding unplanned events.

### The nature of unplanned events

23. There are events which lie outside the reasonable control of UCL which are sufficiently extensive that they may result in the inability of UCL to deliver, or complete the delivery of, a programme as a whole or a material component of a programme.
24. UCL takes reasonable steps to identify potential events which might disrupt the delivery of its academic provision and to mitigate those risks, including through its risk management plan and practice. Indicative examples of the kind of events, and their possible causes, include:
  - 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 suspension or withdrawal of UCL's visa sponsor license.

- 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 unexpected failure of critical IT systems or platforms
- 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).
- the unexpected withdrawal/termination of partnership agreements, year abroad or placements (for example due to an outbreak of war)
- other regional risks that are identified in the London Risk Register.

### **Risk Assessment for the Continuation of Study for Students**

25. UCL has a robust and cross-institutional risk management process, set out in its risk management policy. Risk is actively managed and reviewed on a regular basis. Risk management processes are also aligned to the University Annual Planning process, ensuring that the risks associated with the planned delivery of student-related activities are understood and mitigated.

26. UCL Closure:

- UCL carries out a full and formal assessment of its financial sustainability at the end of each financial year. The last such assessment – made in reference to the year ended 31st July 2021 and subject to independent audit – judged the risk of institutional closure to be remote. In reaching this conclusion, detailed assessment was made of UCL's ongoing activities as well as the principal risks associated with its current operating environment and included: impact analysis, scenario planning, review of cash reserves and available debt facilities and the determination of potential mitigations.
- UCL's financial performance remains robust, and it has considerable resources at its disposal - along with funding from funding councils, research grants and other teaching contracts across different geographic areas and industries. It remains well placed therefore to manage its risks successfully and maintain a reasonable expectation that it will continue to operate for the foreseeable future.

27. Programme closure

- The risk of an individual programme closure is generally low at UCL. Although programmes may be closed, this would be done in a managed way and mitigations would be undertaken to ensure that it would not affect those students currently on or applying to the programme as outlined in the planned events section above.
- There is a moderate risk that programmes involving study abroad could be disrupted by unplanned events such as war or a pandemic. However, UCL would take appropriate action to mitigate the disruption to students and enable the continuation of the programme in a way which does not compromise the academic standards or value of the award as outlined in the unplanned risk assessment section.

## 28. Campus Closures

- The risk that temporary closure of the Bloomsbury campus or UCL East campus as a whole or in part will affect the continuation of study for UCL students would be low as this is addressed through our business continuity plans. UCL has existing, and comprehensive business continuity plans to address the impact of a wide range of unplanned events and to ensure that it can continue to deliver its services to students throughout the period of business interruption. There are plans in place to ensure that all key services are maintained for all categories of students on all courses. These plans are regularly reviewed, tested, and updated. Based on these plans, we regard the risk of campus closure affecting continuity of study and/or related services as low.

## 29. Building closure

- The risk of the closure of a UCL building would be considered moderate due to the size of UCL and the number of buildings. However, UCL has existing, and comprehensive business continuity plans to address the impact of a wide range of unplanned events and to ensure that it can continue to deliver its services to students throughout the period of business interruption. There are plans in place to ensure that all key services are maintained for all categories of students on all courses. These plans are regularly reviewed, tested, and updated. Based on these plans, we regard the risk of building closure affecting continuity of study and/or related services as low.

## **Unplanned Events Risk Assessment**

30. For unplanned events, UCL has a Major/Critical Incident Plan and a Critical Incident Team (CIT) chaired by the Vice President Operations, supported by the Executive Director of Operations, the Executive Directors of Campus Experience and Infrastructure (CE&I), the Head of Communications and Marketing and other senior ISD and Faculty/Department staff as required and relevant. Should the Major/Critical Incident Plan be enacted, in the case of a materially disruptive event, the team works to minimise disruption and swiftly mitigate the situation, with the aim to protect student interests and to provide continuity of teaching and research.
31. UCL is committed to finding solutions to provide Current Students with access to learning and to resources when an unplanned event occurs. UCL has an incident management process and a business continuity policy, designed to manage unplanned events and to continue the delivery of Current Student's learning activities.
32. Business continuity plans and business impact analysis data exists in many faculties, institutes and departments as part of their own incident response and contingency plans.

33. Where an unplanned event occurs, or is anticipated, UCL will promptly inform all Current and Prospective Students affected or likely to be affected, and the UCL Students' Union, in writing (and where appropriate and practicable face-to-face) of the event, the reasons for it (as far as they are known at that time), the likely and/or known implications and the action it proposes to take. Due to the nature of unplanned events, it may not be possible to inform Current and Prospective Students and the Students' Union until after the event has occurred.
34. UCL will recognise the protected characteristics of the Equality Act 2010 and whilst 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 Current and Prospective Students affected by the unplanned event. UCL will do its best to consult individually with Current and Prospective Students with any of the protected characteristics or other individual circumstances that may mean that those Current and Prospective Students are more likely to be negatively affected.
35. UCL will adhere to the processes and requirements set out in the Academic Manual and in determining the action to be taken in consultation with affected Current and Prospective Students. UCL's Academic Manual and Terms and Conditions explain when changes to programmes or modules are either 'major', 'moderate' or 'minor'. Actions that will be taken will vary depending on the event. UCL will consider one or more of the following options:
- modify the programme in terms of content, timing, mode or location of delivery (including considering online provision and 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 Current and Prospective Students to a suitable alternative UCL programme: UCL will support a Current 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 Current and Prospective 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)
  - ensure the continuity of any UCL scholarship or bursary to which the Current and Prospective 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 Current and Prospective 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).
36. Where a programme to which this Plan applies is accredited by a professional, statutory or regulatory body, UCL will promptly 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.

## **Refunds and compensation**

37. UCL's [Terms and Conditions](#) set out how UCL deals with refunds in particular circumstances.
38. Where a Current Student or Prospective Student is adversely affected by an event to which this Plan applies, UCL will consider compensation as set out below.

### **Refunds**

39. Where a Current Student or Prospective Student is unable to complete the programme of study and is not able to transfer to another programme of study at UCL or another university in the UK, UCL will consider an appropriate refund of tuition fees in line with the relevant Terms and Conditions and any legal obligation to do so. Such refund applies irrespective of whether the Current Student paid the fees directly or indirectly through a student loan or by a sponsor.

### **Compensation**

40. UCL will consider the payment of compensation in line with any legal obligation to do so. Compensation may take into account i) the impact of the event on the Current/Prospective Student, ii) any alternative arrangement which has been agreed with the Current/Prospective Student, and iii) any mitigating action or options that are or would be available to the Current/Prospective Student. Additional costs or losses suffered, that cannot be mitigated by the Current/Prospective Student taking reasonable steps, as a direct result of the option proposed and agreed in accordance with this Plan, the applicable Terms and Conditions and Academic Manual UCL 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 reasonable travel costs incurred as a result of having to continue studying at another location either for the same or an alternative programme of study
  - losses relating to accommodation or maintenance
41. UCL may in exceptional, individual circumstances provide compensation for inconvenience or loss of time.

### **Communication with current and prospective students**

42. In implementing this Plan 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).

43. The Plan will be published on the UCL website.

### **Communicating the Student Protection Plan to Students and Staff**

44. We will notify Current Students of our Plan and any updates through an email to their UCL email addresses explaining the reason for the Plan, highlighting its key features and outlining any significant changes. That email will include a link to the Plan on our website.

45. For Prospective Students (who are currently holding an offer) we will inform them via the email address which they provided when applying to UCL.

46. We will inform all staff by email, and through deans of faculty and faculty tutors, of the requirements of the Plan, especially in relation to programme suspension, withdrawal, or major amendment.

47. We will conduct an annual review of the Plan, in partnership with the UCL Students' Union.

48. We will remind Current Students that they can access independent advice from the UCL Students' Union Advice Centre as well as from external organisations such as Citizens' Advice.

Dated: July 2022

Last Updated: July 2022

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