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**Provider's UKPRN:** 10004930

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## **Student protection plan for the period 2018-2019**

**1. An assessment of the range of risks to the continuation of study for your students, how those risks may differ based on your students' needs, characteristics and circumstances, and the likelihood that those risks will crystallise**  
**Please provide an evidenced statement of your assessment of the range and level of risks to the continuation of study for your students**

We believe that risk can be categorised in two ways. The first relates to overarching sustainability and the University's ability to operate in its capacity as a Higher Education provider. The second categorisation of risk relates to the University's ability to deliver individual activities in an appropriate manner based on what could reasonably be expected by our students. Our protection plan will deal with both types of risk in turn.

### **Overarching Institutional Risk**

The risk that Oxford Brookes University is unable to operate as a whole entity is very low because our financial performance is sound. On 21<sup>st</sup> Feb 2018 Oxford Brookes was formally reported as "Not at Higher Risk" in the consideration of Financial Sustainability, good management and governance matters following the 2017/18 annual assessment of institutional risk by HEFCE.

Oxford Brookes University has property insurance and business interruption insurance (to a total of £45m) and a University wide major incident plan, a major incident team and a range of business continuity plans at faculty/directorate/function level, which mitigate any risk to disruption to, or loss of, our ability to continue to operate (examples would include issues such as data breaches, industrial action and/or damage or disruption to services and facilities). Our Business Continuity Plans are reviewed and scenario tested on a regular basis.

### **Risks to individual Activities**

In this section, we focus mainly on the delivery of taught activities, as per the request to assess the "range of risks to the continuation of study for your students".

The University has robust processes and protocols designed to protect student interests through the design of our activities, and the University's Quality and Standards Handbook (<https://www.brookes.ac.uk/asa/apqo/quality-and-standards-handbook/>) details all of the appropriate measures required to ensure that our activities are reviewed appropriately and subject to appropriate scrutiny when new activity is proposed. We believe that by having

such robust planning processes, we minimise the risk of introducing activity into our portfolio that is not sustainable.

The risk that we are no longer able to deliver material components of our courses is low because we design our modules to be taught by integrated teams of academic staff. Detailed strategic planning at programme approval stage (as evidenced in the quality and standards handbook and including scrutiny by the [Learning Partnerships Advisory Group \(LPAG\)](#) wherever collaborative partners are concerned), plus robust annual and periodic programme review, means that we have a very detailed view of the health of our portfolio and are not likely to be subject to unforeseen circumstances for which we cannot plan, and respond to, appropriately. We do not build programmes that we do not believe (through strong empirical evidence bases) will succeed, and we modify programmes wherever necessary to improve their performance (with due regard to student input into such decisions) -See specifically Chapter 2, section 4 of the quality and standards handbook.

The University also has clear and detailed plans for responding to any circumstances, however rare, where there is a need to make a modification to our provision, including the closure of any activities. All of the responses are detailed within the University's Quality and Standards Handbook. Examples of actions include, but are not limited to:

- Putting in place arrangements to “teach out” the provision, which may include recruiting temporary staff or finding alternative providers to fulfil the commitment
- Offering appropriate alternative provision

The University takes an equally detailed approach to any provision that is delivered in partnership with any of our third party providers, referred to from this point on as “Collaborative Provision”.

Chapter 5 of the Quality and Standards Handbook outlines all of the relevant protocol for establishing, monitoring, reviewing, and if appropriate – taking action, where activity is delivered through a collaborative or franchised arrangement. Sections E & F specifically deal with taking action to improve, and closure of, collaborative arrangements (e.g. Improvement action plans and closure of activity).

The improvement action planning process has been introduced in order to address instances, however rare, where the quality of collaborative provision falls significantly below the expectations set out in the Operations Manual, which is the primary reference point relating to the management and delivery of a collaborative programme. This process provides an opportunity to resolve the problems in a collaborative way before a suspension notice is issued. It is intended to enable a dialogue between the Brookes Faculty and the Partner, in order to agree on an appropriate and timely course of action and hence to protect the interests of students on the programmes involved. The process was originally designed for use within the Associate College Partnership, but may be adapted and applied to any partnership, as appropriate.

If a faculty decides to terminate a partnership agreement, support for the decision must be sought from the Vice-Chancellor's Group in good time to give formal notice; and a more detailed plan for the withdrawal must be drawn up before the period of notice expires. If possible, the exit plan should be negotiated with the partner - in the case of international partners, all Brookes staff travelling out to meet with partner staff to agree the exit plan must be made aware of all factors affecting the termination of the arrangement. NOTE: The standard survivorship provisions of the Brookes legal agreement normally suffice in the case of planned closures at the expiry of a current contract, and further detail is only required if the exit arrangements differ from the normal requirements set out in the existing contract.

The University retains overall responsibility for the remaining students on the programme(s), and for enabling them to complete their studies, regardless of the willingness of the partner to work with Brookes staff to protect the interests of students. Where there is a significant teaching out period for a collaborative arrangement, a review of the provision to be closed should be undertaken by a University panel – following the University’s periodic review process as set out in the Quality & Standards Handbook chapters on collaborative provision and periodic review - in order for the University to ensure that appropriate quality management arrangements will remain in place to enable the remaining students to complete their programme of study and achieve the award for which they are registered (NOTE: a review is not necessary where no students remain on the programme/s). These arrangements should be approved by AESC (sub-committee of the University’s Academic Board) upon receipt of the review report, and monitored by the appropriate Faculty AESC and Faculty Executive group; and, where deemed necessary, the Vice-Chancellor’s Group.

**2. The measures that you have put in place to mitigate those risks that you consider to be reasonably likely to crystallise**

We do not believe that there are any significant risks that are reasonably likely to crystallise, but we do accept that it is prudent to have in place systems and protocols to protect students and applicants, if we are required to make a material change to any of our provision.

We have detailed above the processes that must be fulfilled if any provision is materially changed or ceases to be delivered, and we believe that these processes, along with the University’s overall sound financial sustainability means that all of our students are adequately protected against risk to the continuation of study.

**3. Information about the policy you have in place to refund tuition fees and other relevant costs to your students and to provide compensation where necessary in the event that you are no longer able to preserve continuation of study**

The University’s refund policy can be found under section F of the following URL <https://www.brookes.ac.uk/studying-at-brookes/finance/paying-your-fees/> this information is also cross referenced in the University’s Terms and Conditions of Enrolment.

The University’s policy makes provision for a. Refunds for students in receipt of a tuition fee loan from the Student Loans Company. b. Refunds for students who pay their own tuition fees. c. Refunds for students whose tuition fees are paid by a sponsor.

The refund policy makes specific reference to financial compensation for students who believe that they have been negatively affected by the University failing, in the student’s view, to provide an appropriate experience. The University’s complaints process makes provision for students seeking financial compensation, and this is the direct route through which such compensation can be sought. While the refund policy does not make specific reference to circumstances in which the University may wish, voluntarily, to make payments by way of financial compensation, should it not be able to preserve completion of study, this will always be considered as part of any closure or material programme changes and will be in line with consumer rights legislation and the processes outlined within the Quality and Standards Handbook.

As detailed above in the University’s assessment of risk, it is considered highly unlikely that the University would not be in a position to be able to provide such compensation should it prove necessary or desirable to make such payments.

**4. Information about how you will communicate with students about your student**

## **protection plan**

Sections 4 and 5 of Chapter 2 of the Quality and standards handbook deal with the processes for modifying and closing programmes respectively and make specific reference to the requirements for notifying students (and applicants) who may be affected as the result of any material changes – including programme closures, specifically detailed in Chapter 2 section 5.3

Sections 4 and 5 also detail the extent to which students and applicants must be involved in the decision to modify or close a programme, and the methods and timeframes for communicating decisions (and impact) for any affected parties.

The Quality and Standards Handbook is made publically available at <https://www.brookes.ac.uk/asa/apqo/quality-and-standards-handbook/> and staff and students have access.

This Student Protection Plan, once appropriate approval is obtained by the OfS, will be made available on the University website homepage (<https://www.brookes.ac.uk/>), and will also be placed as a link on applicant terms and conditions of acceptance pages (<https://www.brookes.ac.uk/about-brookes/structure-and-governance/policies-and-financial-statements/terms-and-conditions-of-enrolment/>) to alert prospective students to protections afforded by the University to its students. The formatting will be modified from that outlined in this template to be more in line with other Oxford Brookes publications, and will be made available in alternative formats if required.

The Student Protection Plan will be reviewed on an annual basis by the University's Academic Enhancement and Standards Committee (AESC). A plan will be formally approved each April in order to be published in time for start of the next recruitment cycle and come into force for those students in the subsequent September (e.g. A plan for September 2020 will be approved in April 2019 to be published from September 2019 for the start of that recruitment round). Students are represented on AESC by the Students Union.