

1. Aim

This Student Protection Plan sets out any risks identified by the University which might prevent us from fulfilling our contract to you to provide you with teaching or research expertise. Within this document, we assess the likelihood of each risk occurring and the measures the University has put in place to mitigate the implications of these risks. We also set out how you can expect to be informed if the Student Protection Plan is triggered.

2. Commitments

We are committed to ensuring that all of our registered students have the opportunity to succeed in their academic studies. This incorporates all students studying for a formal qualification at any of the University's locations, including:

- The main University campus in Newcastle;
- The University's NUMed campus in Malaysia;
- Students based at the University's Singapore campus;
- Students registered on a programme delivered through a partner institution or provider, where Newcastle University is the awarding body;
- Students on pathway and pre-sessional programmes delivered through joint ventures involving the University and INTO University Partnerships (IUP).

The Student Protection Plan does not extend to cover students whose studies are terminated at their own request, or as a result of action taken relating to individual student conduct, academic performance, non-payment of tuition fees, or due to the determination that the student is not fit to be in a shared educative environment.

We are committed to being open and transparent with students regarding any risks to the continuity of their programme of study and any steps we plan to take to mitigate against such risk.

3. What is not covered under the Student Protection Plan?

The University is entitled to make reasonable changes to a programme of study, providing the overall programme of study retains its academic coherence and covers the academic discipline(s) in an appropriate manner. This includes:

- Adjustments to the content and syllabus of the programme to reflect developments in the subject area;
- The location of the programme, where the move is to another building on the same campus;
- The method of programme delivery, where such a change will enable the University to provide an equivalent or better quality of educational experience.

The Student Protection Plan does not extend to cover students whose studies are terminated at their own request, or as a result of action taken relating to individual student conduct, academic performance, non-payment of tuition fees, or due to the determination that the student is not fit to be in a shared educative environment.

4. Our assessment of risk

Please see section 4 for an outline of the measures the University is taking to mitigate against the below risks.

4.1. Closure of the University

We consider the risk that the University as a whole will be unable to operate is **very low**. This includes the risk of bankruptcy, loss or restriction of University status, and catastrophic loss of University premises or facilities. The University has good financial reserves (as detailed in our [Integrated Annual Report](#)). In 2021-22 alone, we had an income of around £559m, with a cash balance of £218m and over 6000 FTE employees. The University is an established provider of Higher Education and has robust risk assessment and review processes, which are linked to comprehensive business continuity plans.

4.2. Closure of a whole programme due to loss of market viability or insufficient enrolments

Overall, we consider this risk to be **low**. We are confident in our market position and popularity as a destination. However, we accept that it is possible it may become necessary to discontinue a programme to reflect changing market trends and the University's strategic priorities. Where this is the case, we seek to provide students with appropriate advanced notice.

4.3. Loss of accreditation by a regulatory body

We consider this risk to be **low**, owing to our established reputation, experience as a provider of accredited programmes across many disciplines, and rigorous approach to preparation for reaccreditation. We accept that many regulatory bodies mandate periodic reaccreditation processes, which brings with it the risk that a programme or group of programmes may lose its accreditation.

4.4. Bankruptcy or competitor takeover of a partner organisation which provides pathway or English language preparatory programmes

We consider this risk to be **low**. The University has an established partnership with INTO University Partnerships for the provision of English language pathway programmes. The contracts in place include a legal obligation on partners to ensure that no students are disadvantaged by the ending of a partnership.

4.5. Loss of Student Route (formerly Tier 4) sponsor licence allowing the University to admit and teach international students

We consider this risk to be **low**. The University has a long and established history as a Student Route visa sponsor. We have consistently had an extremely low level of visa refusals. Our student attendance monitoring and other compliance arrangements are robust and comprehensive and we are confident in the measures we have in place to ensure we meet our sponsor obligations. Recent audits by the UK Visa and Immigration Service have been positive.

4.6. Failure to maintain an approved Access and Participation Plan

We consider this risk to be **low**. The University has maintained an approved Access Agreement since 2006 and has a national reputation for its sector-leading work in widening participation. The University has made good progress against challenging targets and is in a strong position to maintain an Action and Participation Plan which meets the requirements of the Office for Students.

4.7. Loss of facilities and utilities (including IT Infrastructure)

We consider this risk to be **moderate**. The University experienced a major cyber incident in August/September 2020. Although we have put in place enhanced and robust security measures (including as part of the University's IT Strategy), the impact of another such incident would be highly significant, since IT infrastructure is fundamental to the functioning of the University.

4.8. Closure of an international campus earlier than expected

We consider this risk to be **low/moderate**. The University has made a long-term commitment to the Malaysia campus (until 2041) and our activities with the Newcastle University-owned NewRIIS in Singapore operate on an open-ended contract. While operations at both our Malaysia and Singapore campuses are subject to periodic review, we have legal agreements in place which we expect to maintain.

4.9. The ending of a collaborative or partnership arrangement with another provider in the UK or overseas

We consider this risk to be **low/moderate**. We have robust oversight of these arrangements through the University Education Committee (reporting to Senate) and through Faculty- and Cross-Faculty Education Committees. The legal partnership agreements which underpin these collaborative programmes include clauses which specify the timescales and arrangements for continuity or teaching-out of programmes in the event of the partnership being discontinued.

4.10. Departure of key staff, resulting in loss of continuity of programme delivery or postgraduate research student supervision

We consider this risk to be **moderate**, especially where particular expertise rests with one individual. We do not anticipate any specific issue and have robust arrangements in place to mitigate against the impact of such a change.

4.11. Temporary disruption to normal delivery caused by an emergency situation outside the reasonable control of the University (such as an epidemic/pandemic, failure of a utility service, or other 'force majeure' affecting programme delivery or assessment)

We consider this risk to be **moderate/high** as a result of the COVID-19 pandemic. We have robust arrangements in place to mitigate against the impact of such situations. Please see Regulation E43 of the University's General Regulations.

4.12. Temporary disruption to normal delivery caused by Industrial Action

We consider this risk to be **high** as a result of action which took place during the 2021/22 and 2022/23 academic years. However, we are confident that our arrangements to mitigate against such impact are robust and resilient.

5. Measures to mitigate key risks

Below is an outline of the steps the University would take to mitigate against the **low**, **moderate** and **high** risks identified above. We recommend students also consult the [summary version of this Student Protection Plan](#) and the [Terms and Conditions](#), which form part of your contract with the University.

5.1. Closure of a whole programme

The University will take every reasonable step to deliver the educational services and programmes as described on our website, in formal documentation or in printed publicity/marketing materials. However there may sometimes be circumstances beyond our reasonable control where this is not possible. In these circumstances, the University will adopt the following approach:

- ‘Teach-out’ programmes which are to be withdrawn. This means that if you are already registered on a programme that is to be withdrawn, you will be able to complete your period of studies before the programme as a whole is closed. All proposals to close a programme of study must specify how ‘teaching out’ will be provided.
- If it is not possible to enable you to complete your original programme of study, or if you do not wish to continue on your programme of study under the arrangements for teaching out the remainder of the programme, the University will make every reasonable effort to cater for and support you by providing appropriate choices and alternative options. This includes being provided with information relating to how you may transfer to another Newcastle University programme of study, or to another institution carrying credit obtained you’re your studies at Newcastle University.
- If you do not wish to accept any revised arrangements to your programme of study, or to transfer to a replacement programme, you can write to the Director of the Student Progress Service (via casework@ncl.ac.uk) within 60 days of being formally notified in writing of the change. The University will then review your appeal and consider making an appropriate refund of any deposits or tuition fees already paid. This is in accordance with the University’s [Credit Policy](#).

For further information, see clause E43 of the [University’s General Regulations](#).

5.2. Loss of accreditation by a regulatory body

In the event of loss of professional accreditation for a programme of study, the University would usually expect to receive advance warning of the possibility of loss of accreditation, and to be provided with the opportunity to address any concerns. In cases where loss of accreditation happened without the opportunity for advance warning, the University would take immediate steps to seek alternative options for affected students, including transfers to other suitable programmes or providers.

For further information, see the University’s [Policy on Changes to Programmes](#).

5.3. Bankruptcy or competitor takeover of a partner organisation which provides pathway or English language preparatory programmes

If INTO University Partnerships were to be subject to bankruptcy or takeover, affected students would be notified of the change and the following arrangements would be made:

- Teaching-out for current students (see 5.1. above for an explanation of what this means);
- Transfer to other INTO University Partner centres or to alternative third-party providers approved by the University;
- Honouring of offers on places on University programmes made, subject to the completion of approved teach-out arrangements.

5.4. Loss of Student Route (formerly Tier 4) sponsor licence allowing the University to admit and teach international students

If the University were to lose its Student Route sponsor licence, we would take immediate action and urgent steps to transfer international students to a suitable programme of study at another provider to ensure that their continuity of study would be protected. The University would support students in applying for a visa to facilitate this transition.

5.5. Failure to maintain an approved Access and Participation Plan

If the University failed to maintain an approved Access and Participation Plan, we are committed to maintain the provision of bursaries and scholarships to which you are entitled, for the duration of your programme of study. This is in line with the terms of the Access Agreement/Access and Participation Plan relevant to your year of entry, and applies **solely** to undergraduate bursaries and scholarships for Home (UK) students.

5.6. Loss of facilities and utilities (including IT infrastructure)

If the University were to experience the loss of a major facility, utility or service (including a major building or IT infrastructure), we would follow the provisions set out in the relevant Business Continuity Plan to ensure that we were able to continue to offer programmes of study and educational resources for students. This may involve, for example, the temporary relocation of services or facilities to another location within the University or to another provider within reasonable distance. Where this temporary change would cause particular access or financial difficulty for individual students, the University will provide additional support (for example, in the form of transport, financial support or other access arrangements).

The University has robust IT mitigation plans and backup systems. This means that, under normal circumstance, any loss of IT infrastructure supporting study at the University would be rapidly remedied. Where temporary IT changes are necessary due to planned refurbishments, a key part of the planning approval process is the ability of the University to provide alternative arrangements without any detriment to students.

5.7. Closure of an international campus earlier than expected

If the University were to close, withdraw from, or make major changes to one of its campus locations or sites, our existing legal agreements ensure that student provision for current students would be delivered as advertised. We would:

- ‘Teach out’ current students (see 5.1. above for an explanation of what this means);
- Offer affected current students the option to transfer to the equivalent programme (or a suitable alternative) in Newcastle or at another suitable provider in the student’s home country;
- For international students studying at an overseas campus who wish to take up the offer of transferring to Newcastle, the University would ensure that their fee status was protected. This means that, for the duration of their programme of study, they would continue to pay the sterling equivalent of the fees applicable at the overseas campus, even though they would be classified as an overseas student. The University would also provide financial assistance to meet reasonable travel and subsistence costs.

5.8. The ending of a collaborative or partnership arrangement with another provider in the UK or overseas

If a collaborative arrangement between the University and another provider in the UK or overseas were to end, the University’s legal agreements ensure that we would take every reasonable step to

mitigate the impact on students. This includes by offering students the opportunity to complete their studies by 'teaching out' the programme (see 5.1. for an explanation of what that means).

5.9. Departure of key staff, resulting in loss of continuity of programme delivery or postgraduate research student supervision

If the University is unable to deliver a taught programme or part of a programme because of the departure of a key member of staff, it may need to make material or major changes to the programme, which would come into effect with the next intake of students. Where this is not possible, the University would:

- Make every reasonable effort to consult with and notify current registered students in advance of any changes;
- Aim to minimise any necessary changes;
- For applicants to a programme that will be affected by major or material changes, inform applicants during the application cycle and advise them of alternative options available;
- Where a current student is dissatisfied with proposed major or material changes to a programme, the University will offer them the opportunity to transfer to another appropriate programme offered by the University (where there are available places and the student meets any academic requirements);
- Provide reasonable support to any student wishing to transfer their studies to another provider;
- Where none of the above options are suitable for the student, the University will offer them the opportunity to withdraw from the programme. Students who choose to withdraw from their programme will be entitled to a refund of their tuition fees.

If a member of staff departs the University and a postgraduate research student experiences loss of continuity of supervision as a result of this departure, the University would:

- Make every reasonable effort to make alternative suitable supervision arrangements. This would include a discussion with the student and supervisor about the best way to proceed. Options include the student transferring to the supervisor's new institution, or the supervisor continuing to provide the necessary supervision from their new institution with funding from the University to meet any incurred travel costs;
- Where the student has more than one supervisor, the other member(s) of the supervisory team will continue to provide supervisory support;
- Arrange for the student to receive external expert supervision, where appropriate;
- In cases where the student considers the above options to be unsuitable, the University would offer the student the opportunity to withdraw from their studies and would arrange a refund of fees paid.

For further information see the University's [Admissions Policy](#), [Policy on Changes to Programmes](#), [Credit Policy](#), [Refund and Compensation Policy](#).

5.10. Temporary disruption to normal delivery caused by an emergency situation outside the reasonable control of the University (such as an epidemic/pandemic, failure of a utility service, or other 'force majeure' affecting programme delivery or assessment)

If an emergency situation disrupts the delivery and/or assessment of a programme, the University would implement its Emergency Guidance. The Emergency Guidance is overseen by Senate and aims to mitigate the impact of the emergency situation by ensuring that students remain able to achieve

the learning outcomes of their programmes. It ensures fairness to all students and the upholding of academic quality and rigour while exercising flexibility and discretion, as appropriate. The Emergency Guidance is reviewed and updated periodically and reflects emerging situations.

5.11. Temporary disruption to normal delivery caused by Industrial Action

In the event of Industrial Action, the University has established frameworks for consultation and negotiation with recognised trade unions. Disruption caused by Industrial Action is considered an 'emergency situation', so 5.10., above applies.

6. Complaints, refunds and compensation

The University's approach to processing claims for compensation or refunds arising from the provisions of this Student Protection Plan can be found in its [Refunds and Compensation Policy](#). Please also refer to the [Student Complaints: Remedies and Redress FAQs](#).

7. Communication and awareness of the Student Protection Plan

The accompanying Summary Student Protection Plan forms the main basis for the University's communication with students regarding this document, and is published on the University's website for current and prospective students. Early correspondence with applicants also draws attention to the Student Protection Plan as part of the Student Contract with the University.

As part of the registration process for continuing students, and during induction sessions for new starters, students are reminded about the Student Protection Plan. The University maintains a link to the Student Protection Plan on its student web pages at all times.

Through our periodic training sessions, the University ensure that all key employees (including those with responsibilities for recruitment, programme changes, and in advisory roles) are aware of the Student Protection Plan.

The University's obligations under Consumer Law are embedded into all relevant policies and procedures.

8. Implementation of this Student Protection Plan

If it becomes necessary to implement the provisions of this Student Protection Plan, the University will always aim to give as much notice as reasonably possible of any material changes affecting the continuity of programmes.

8.1. Applicants

Where situations arise which result in the implementation of the Student Protection Plan, and where any proposed changes affect a programme of study for applicants or prospective students, the University will take all reasonable measures to inform relevant applicant of such changes at the earliest possible opportunity. The University may offer an alternative programme of study to applicants, and will update course listings at the earliest opportunity, once changes have been confirmed.

Applicants for programmes which are to be discontinued may withdraw their application to Newcastle University at any time if they do not wish to accept an alternative option. In such cases, the University will refund any deposits paid.

Undergraduate applicants who have applied through the UCAS system will have the opportunity to make another UCAS choice at another institution if they do not wish to be considered for an alternative programme at Newcastle University.

8.2. Registered students

Where any proposed changes affect **students already registered at the University**, the University will give as much notice as possible of such changes. This will usually be at least 3 months' formal written notice, where a material or major change to a programme is proposed.

Students will be notified in the first instance by the Head of Academic Unit (Head of School or Research Institute) and will be informed about the procedures for consultation, the timescales for any proposed changes, and the options available.

Communication with all students about general matters affecting the continuity of or temporary disruption to study will be ensured through a number of channels:

- Direct emails to all students from the Academic Registrar or Vice-Chancellor
- Web pages linked from the student home page
- Frequently Asked Questions posted online
- Written communication where appropriate

These formal communications will be supplemented by additional information disseminated via other routes (for example, via plasma screens, the University's or Programme's social media accounts, NUSU web pages).

We will ensure that students have access to independent advice (for example through the Student Advice Centre of the Students' Union) if we need to implement the measures in our Student Protection Plan.

We will pro-actively ensure that students have access to our Student Health and Wellbeing Services, in the event that they need support arising from material changes to programmes or from the provisions of this Plan.

9. Review

Our Student Protection Plan (and the associated summary version for students) will be reviewed and approved at least once every two years. It will be presented to the University Education Committee (the senior committee responsible for education and the student experience) for approval and reported to Executive Board and Senate.

NUSU Sabbatical Officers and relevant full-time staff of NUSU are full members of the University Education Committee and relevant sub-committees with an interest in the Student Protection Plan.

The regular reviews of the Student Protection Plan will also take account of learning from cases considered by the student casework team and feedback from the Student Advice Centre and from students through the Academic Representatives scheme co-ordinated by NUSU, as part of NUSU's commitment to supporting the academic interests of our students.