

## Student protection plan 2023-24.

Provider's name	Oxford International Education and Travel Limited (OJET), trading as Oxford International Education Group (OIEG)
Provider's UKPRN	10064423
Legal Address	New Kings Court, Tollgate, Chandlers Ford, Eastleigh, SO52 3LG
Contact point for enquiries about this student protection plan	Laura Guga-Voyce lgugavoyce@oxfordinternational.com

### Introduction

#### Purpose

The Student Protection Plan (SPP) was put in place to ensure that students enrolled on programmes at centres run and managed by OIEG were able to

- a) Complete their planned studies in the light of risks to their being able to do so.
- b) Ensure that, in circumstances where completion of studies proved impossible or possible only in a context which was unacceptable to the students concerned, refund of fees would be made in the light of OIEG's Refund and Compensation Policy

#### Scope

OIEG is a private education company comprising a number of organisations across a range of educational activities. OIEG was founded in 1991 and was formerly known as ISIS education. Within OIEG's education portfolio are a number of centres delivering higher education programmes.

The SPP applies to students at the following OIEG or OIEG-managed centres:

- The Greenwich School, London
- De Montfort International College (DMUIC) on the home campus of De Montfort University, Leicester\*

- University of Greenwich International College (UGIC) at Bounty House, campus extension of the University of Greenwich\*.
- University of Bradford International College (UBIC) on the City Centre campus of the University of Bradford\*
- University of Kent International College (UKIC) at the Canterbury campus of the University\*.
- Bangor University International College (BUIC) on the campus of Bangor University
- International College, Dundee (ICD) on the campus of the University of Dundee
- Edinburgh Napier University International College (ENUIC) at the Merchiston Campus, of the Edinburgh Napier University.
- OIDI HE online

\*In scope with OfS

All of the above, with the exception of the Greenwich School, London and OIDI online courses, are embedded colleges offering integrated programmes and managed by OIEG in partnership with the host Universities. The embedded colleges operate by the terms of Collaboration Agreements entered into by the host universities with OIEG. The international students at DMUIC, UGIC, UBIC, BUIC and ICD are studying on Student Visas obtained through the sponsorship of their respective University. The international students and EU students with settled status are fully enrolled students of their host university, subject to the host University's regulations for taught programmes. They are entitled to access the services and enjoy the privileges and protections afforded other University students. The OIEG SPP needs, therefore, to be considered alongside the SPPs of those Universities.

Students at the Greenwich School obtained their Student Visas through the sponsorship of OIEG.

Overall, we are confident that we can assure the continuity of study for our students. The relevant actions of our Student Protection Plan would be triggered if the risks described below actually materialised. Our risk management systems and approach will, excepting extreme unexpected scenarios, allow us to monitor, mitigate and respond to potential events in a measured way, to ensure the interests of our students remain protected.

## Review process.

This SPP is reviewed by annually by students, and then by Board of Governors and the Audit Committee.

Once a year the SP is considered by students at their Student Liaison Meeting at all the colleges mentioned above in scope. Their feedback is coordinated through the Academic Affairs Quality Team and fed to the Board of Governors, and finally to be approved by the Audit Committee. As part of this process the host Universities are contacted to ascertain whether they have made any changes to their SPPs and these are taken into account during the review of OIEG's SPP.

## Student protection plan for the period [2023/24]

**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.**

### Market Exit – OIEG ceases to operate as a company (very low risk)

OIEG has a secure financial position having forecast total net assets of over £1m at 31/08/2022, including a substantial cash balance. OIEG also has the support of THI Holdings GmbH, a Private Equity Investor, with offices in Stuttgart and London and a total AUM currently of 1.8 billion euros. THI's investment in OIEG commenced in 2021. The purchase aligned with the strategic decision taken by THI to expand its portfolio into the education sector with a view to making investments with a long-term commitment in mind. This secures OIEG's longer-term security and stability as a company.

### Closure of a host university or loss of degree awarding powers (very low risk)

The host Universities are large, established, high performing and financially stable HE providers. They have achieved positive outcomes in their recent QAA Higher Education Reviews (HER). DMU, the University of Dundee and Bangor University also hold Gold Awards and the University of Greenwich and University of Bradford Silver Awards in the Teaching Excellence and Student Outcomes Framework (TEF). Demand from applicants for places at the host Universities remains strong. The risks of closure of a host university or the loss of degree awarding powers is therefore extremely low.

### The loss of a host university's licence to sponsor international students (low risk)

The host universities take their compliance with UKVI requirements extremely seriously and have specialised departments under a Director of Compliance or Compliance Officer/Manager to monitor very closely the measures by which UKVI judges the Universities' compliance with the terms of their licence, for example, visa refusal and non-completion rates. The Universities review risks on a granular basis, utilising a country by country approach and, even within countries, performance agent by agent who contribute to their student pipeline. Where risks are perceived, implementation of measures to mitigate these are introduced promptly to ensure that data remains well within the parameters laid down by UKVI. With this attention to detail and prompt response the loss of the University's licence is low risk.

OIEG further takes specialist advice from one of the UK's leading advisers in this area and so ensures that its Board of Governors is extremely well-informed and counselled.

## The loss of OIEG's licence to sponsor international students wishing to attend the Greenwich School (low risk)

OIEG takes a similarly serious approach to safeguarding its licence to sponsor international students as the Universities with which it has partnered. OIEG has a Director of Compliance whose role includes the monitoring of risk to the OIEG licence. Identification of parts of the world where there is a sudden spike in visa refusals prompts an urgent review into recruitment policies in that area. Similarly, a rise in student withdrawals before the conclusion of their programmes results in an investigation into probable causes and action in mitigation within the centre. The risk level therefore is low.

## Closure of an embedded college through termination of the Collaboration Agreement (very low risk)

The Collaboration Agreements include reasons why the agreement might be terminated by one or other of the contracting partners. There is also a Service Level Agreement (SLA) signed by both organisations and which sits alongside the main agreement. The SLA contains Key Performance Indicators and Key Performance Targets which encapsulate the expectations of each partner to the agreement. Continued breaches of these KPIs and KPTs could lead to termination of the Agreement but there is, in mitigation, a process whereby the position could be retrieved over a set period of time (the cure period) by the partner in breach. The strategic importance of the embedded college to both partners and the good to high levels of success in terms of recruitment, success and progression of students, adherence to university quality measures and high levels of student satisfaction have led rather to extension of the partnerships, in the case of the longer-established arrangements.

In the unlikely scenario of an embedded closing, all the partner universities have identified such a risk in their Student Protection Plans and would invoke their 'teach out' plan to support students already in the programmes to completion.

## Closure or modification of a programme of study (moderate risk)

A host University might decide to withdraw a programme due to internal review of provision or staff changes. It is also possible that OIEG might advertise a programme but have a disappointing take-up and decide for reasons of both poor student experience and commercial considerations to defer offering the programme to a later date to allow increased activity in the market. Mechanisms exist in the processes between the embedded colleges and host Universities to ensure that information about the closure of programmes is notified in good time for the students affected to be counselled about alternative programmes or be found a suitable programme elsewhere either within or beyond the OIEG network. Similar early notification would take place in the case of a significant modification of a programme which meant substantial changes from the published details. Students applying for the programme would be informed of the changes and advised about programmes elsewhere if they wished.

## Temporary closure of teaching premises due to an emergency (moderate to low risk)

In the case of an emergency arising that caused the short to medium term closure of the teaching premises of any one of OIEG's centre, there is a business continuity plan in place which indicates where teaching might take place until the emergency is resolved. In the case of the host Universities, this would include moving teaching operations to spare capacity around their campus. Normally the University time-table would indicate where spaces might be available on a short-term basis. If the closure were likely to be longer a semi-settled base for the college would be found either on the University campus or by renting a building off-campus. In the case of the Greenwich School there are buildings nearby such as the Greenwich Arts Centre in the former Town Hall where rooms may be rented to allow teaching to continue during the emergency.

Temporary closure of teaching premises became a reality during the Covid-19 pandemic. The lockdown which commenced in March, 2020, meant that the campuses of host Universities were in effect closed down, including the premises of the embedded colleges. This public health emergency involved initially a move to on-line teaching which allowed the delivery and assessment of programmes to continue. As events unfolded the colleges had to respond to changing circumstances as teaching moved towards a hybrid model, a further lockdown meant a move to fully on-line delivery again and more recently a move back to teaching on campus with provision for some on-line teaching. The experience of the pandemic has demonstrated that it would be possible in the event of a further emergency of any kind to move relatively smoothly to on-line teaching should there be a lack of suitable teaching premises. In similar vein, it became clear that an emergency situation such as that caused by Covid-19 had the potential of raising significant mental health and well-being issues and the colleges responded by increasing opportunities for student engagement with student services staff to discuss problems and making available information sessions on current guidance and coping strategies. Realising what can be achieved through a creative and flexible approach has reduced this risk to the continuity of students' studies from 'moderate' to 'moderate to low'.

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

### Market Exit of OIEG or closure of a host university or loss of its degree awarding powers (very low risks)

In the event of OIEG withdrawing from the market or closing its division offering higher education, every effort would be made to ensure that students already enrolled on OIEG programmes or who had been made unconditional offers to study in an embedded college of OIEG were supported in their efforts to pursue their studies in an appropriate manner elsewhere. In the case of the embedded colleges this would be made relatively straightforward by the provision of the Collaboration Agreement that the host universities would 'teach out' the college students so that their studies were not compromised.

Where students, for example those at the Greenwich School or those at a college where the University was closing or had lost its degree awarding powers, were unable or willing to take up offers of alternative places, they would receive a refund of fees and/or compensation in line with OIEG's Refund and Compensation Policy.

### The loss of a University's or (in the case of the Greenwich School) OIEG's licence to sponsor international students (low risk)

In such a case the interests of students already enrolled on programmes, whether in the embedded colleges or at the Greenwich School, would be able to continue their studies to their conclusion under the terms of their Student Visa. Where students were in the application process and held a conditional offer, OIEG would attempt to find alternative providers that could offer similar programmes. If this was not possible the students would have a refund of any monies paid under the terms of the OIEG Refund and Compensation Policy (<http://www.oxfordinternational.com/wp-content/uploads/2019/02/Refund-Policy-OIEG-2019.pdf>)

### Closure of an embedded college through termination of the Collaboration Agreement with the host university (very low risk)

The Collaboration Agreements contain provision for students already enrolled at the embedded college facing closure to be taught to the end of their college studies under the aegis of the university. The Collaboration Agreement also covers those students still in the application process and with conditional or unconditional offers. The host university would honour this commitment to the students and ensure that they would be able to take up their place if they met the conditions of their offer and obtained a Student Visa and study their projected college programme under the aegis of the host university.

### Closure or modification of a programme of study (moderate risk)

OIEG keep its programmes under regular review and will make changes to programmes (e.g. to their structure or content) to ensure the currency of our offering and to ensure that programmes are academically and financially sustainable. Many changes are made in response to feedback from students and are intended to improve the academic experience of students and students' academic outcomes. Changes to programmes require formal approval under the Partner Universities' academic quality assurance procedures.

Where an advertised programme is closed (by OIEG or the host university) or substantial modifications are made to an advertised programme, early notification is conveyed to the prospective students. Where these are students of an embedded college who lose the opportunity to move onto their chosen degree subject, they are counselled as to alternative programmes that are available to them either at the host university or elsewhere in the OIEG network. If it proves impossible to find an alternative programme that meets the students' requirements at the host university or a programme elsewhere identical or very close to the closed programme, the student is able to revert to the OIEG Refund and Compensation policy.

## Temporary closure of a teaching centre due to an emergency (moderate to low risk)

Both the host universities of the embedded colleges and the OIEG Greenwich School have business continuity plans which indicate how teaching would be carried on in nearby premises, either on the University campus or in Greenwich in the vicinity of the school. Closure of teaching premises due to the Covid-19 lockdowns has also shown how quickly and effectively teaching may be moved on-line to facilitate the continuity of students' studies.

### **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.**

Processes are in place to ensure that the student experience is protected and that there would not be instances where students would be left without the opportunities to complete a programme.

If students feel that they wish to leave the University and transfer elsewhere, the University would fully support them by providing all appropriate information to support their transfer.

OIEG's Refund and Compensation Policy is available at: <http://www.oxfordinternational.com/wp-content/uploads/2019/02/Refund-Policy-OIEG-2019.pdf>

As indicated, OIEG has forecast total net assets of over £1m at 31/08/2022, including a substantial cash balance. OIEG also has the support of THI Holdings GmbH. Our reserves would be sufficient to provide refunds and compensation if and as needed.

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

Signposting to the OIEG Student Protection Plan will be through the OIEG website and adding a reference to the Plan in the student Terms and Conditions information.

All staff at both the embedded colleges and the Greenwich School are made aware of the Student Protection Plan and staff are aware of the implications of our student protection plan when they propose programme changes.

Arrangements to inform students of any changes in their programmes, particularly suspension or withdrawal of programmes, will occur promptly so the students can be supported as much as possible to reduce the impact of such changes.

There will be constant communication between the embedded international colleges and the partner universities.

The host universities have communicated their Student Protection Plans via their websites.