

Student Protection Plan

Effective from September 2024 to present

Student Regulations and Policies uclan.ac.uk/studentcontract

| Purpose of Policy | This Plan has been produced in line with the requirements from the Office of Students and outlines the measures in place within the university to protect the interests of students and prospective students. |
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| Internal services involved | Academic Quality Unit Legal and Governance |
| Related UCLan regulations, policies and procedures | |
| Enquiries to | Helen Collinson hcollinson@uclan.ac.uk |
| Senior Managers responsible | Helen Collinson |
| VCG Lead | Pro Vice Chancellor (Students and Teaching) |

| Version | Approved | Effective from | Revisions made | Next Review |
|---------|----------|-------------------|--|-------------|
| 1 | May 2022 | September 2022 | | |
| 2 | May 2023 | September 2023 | Accuracy - Visas | May 2024 |
| 3 | May 2024 | September 2024 | Inclusion of an Introduction section and Plan Coverage section. Inclusion of new risks Addition of a new section (5) | May 2025 |

Provider's name: UNIVERSITY OF CENTRAL LANCASHIRE

Provider's UKPRN: 10007141

Legal address: Preston, PR1 2HE

Contact point for enquiries about this student protection plan: Helen Collinson, Director of Academic

Quality and Enhancement

Student protection plan for the period from September 2025

Introduction

The University of Central Lancashire is a large multi-campus University tracing its roots back to 1828. The University of Central Lancashire, alongside every other registered provider, is required by the Office for Students to have in place a Student Protection Plan. The University of Central Lancashire's (UCLan) Student Protection Plan (SPP) is intended to provide assurance to our applicants and students and to the Office for Students (OfS) that we have a robust framework in place to protect and assure the quality of our provision and ensure continuation of study for all students on their chosen programme of study. Our SPP sets out what students can expect to happen should a programme of study, campus, or institution close. The purpose of a plan is to ensure that UCLan have considered how students can continue and complete their studies or can be compensated if this is not possible.

Plan coverage

This Student Protection Plan covers events such as no longer being able to operate as a university, losing our degree awarding powers, closing a campus, or changing our students' location of study. Planned programme or module amendments, planned suspension or withdrawal of programmes are covered by established procedures and in line with the Competition and Markets Authority guidance. Such planned activities include established processes for communication with students and relevant teach-out arrangements where appropriate.

This SPP describes the protection in place for students studying for a UCLAN award, as set out in this plan, in order to safeguard continuation of study under all delivery arrangements. The purpose of a plan is to ensure that students can continue and complete their studies, or can be compensated in certain circumstances if this is not possible. The Student Protection Plan covers all credit-bearing courses, awards and types of provision delivered and awarded through the University of Central Lancashire. This includes all taught courses at any level from level 3 to level 8 as well as apprenticeship provision and, where relevant, the provision of End Point Assessment services. Students may be studying for a UCLAN award delivered at our Preston, Burnley or Westlakes campuses, or by distance or blended learning, or studying at one of our campuses overseas, or on a programme in the UK or overseas delivered by one of our collaborative partner institutions¹.

Whilst the arrangements for this protection will differ depending on each partnership agreement, UCLAN has in place robust contractual agreements with its partners to look after the interests of all of our students, and operates rigorous and regular monitoring to ensure partners discharge their contractual responsibilities where required. Furthermore, whilst many of these partners are also regulated by the Office for Students and will therefore have their own Student Protection Plan in place, the University remains committed to supporting its partner institutions to teach-out any programme leading to a UCLan award. It also has processes in place to agree termination plans ensuring that

¹ This does not include any Progression agreements, Articulation or Credit Recognition arrangements.

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academic standards and the quality of the programmes are protected, and that appropriate support for students is maintained during teach-out. Further details are provided in Section 5 of this SPP.

| 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. | | based tics | |
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| <u>Category of</u> <u>Risk</u> | <u>Risk</u> | | Protection In the event that the University Student Protection Plan is triggered, we will take one or more of the following measures to protect continuity of study for our students. Individual measures in the Plan can be used at any time, if this would reduce the impact or likelihood of any interruption to their studies. If these |
| | | | measures are effective in enabling our students to continue their studies, there may be no need to trigger the Plan. |
| | | | Reasonable adjustments : If any of these measures were invoked but a student had special circumstances that required reasonable adjustments, such as a disability or reduced mobility, or if they had additional responsibilities (such as being a carer), we would consider these on a case-by-case basis. This would include the exploration of any reasonable costs that might be incurred. |
| Financial risk | | Very Low | The financial performance of the University remains strong, with a satisfactory surplus and a strengthened balance sheet and cash position as evidenced in the most recent University's Financial Statement. The University financial performance meets the requirements as detailed in OfS financial metrics. |
| | (risk of market exit). | | The University also has robust risk management procedures and plans in place. Consequently, there is minimal risk that the University will be unable to continue to operate. Information relating to the financial management of the University can be accessed here: https://www.uclan.ac.uk/legal/financial-information |
| | | | The University currently operates from three sites: Preston Campus, Burnley Campus and Westlakes Campus. All sites are covered by robust risk management procedures, and ambitious plans are in place to significantly develop our Burnley Campus over the next few years following a successful bid to the Government's levelling up fund. |

| 1. An assessment of the range of risks to |
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| 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. |

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

Academic risk

The risk of students not being able to complete their course due to course closure is minimal in view of the University's adherence to the Consumer Protection regulations and the QAA UK Quality Code for HE.

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Low

In the event of a **course closure**, existing students will normally be able to continue on the course on which they have enrolled until the completion of their studies. Teaching out will be the University's usual course of action and it will always be our first choice of protection measure to take. Where arrangements to 'teach out' are put in place, we commit to ensuring a course of study can be completed by all currently enrolled students. During any teach out period, courses remain subject to our normal quality assurance processes. Any proposed changes that are required to ensure a smooth closure that effect existing students will require consultation with those students, unless the proposed changes are beneficial to all students or are required due to circumstances beyond the control of the University. Details are provided in the **University's Taught Course Withdrawal Process.**

In the event of a **decision to suspend recruitment to a course or cancel a course** within 6 months prior to enrolment the University fully recognises and accepts its responsibilities towards any applicants who have been made offers for admission to the course and will provide the applicants with reasonable support to transfer to another course either at UCLan or at another institution. In these circumstances, the University will contact applicants to agree appropriate transfer arrangements paying particular attention to the applicant's needs. If applicants with offers do not wish to transfer to another UCLan course or a course delivered by another institution. then where applicants withdraw from the course without any other study, they will receive a refund of any Tuition Fees paid. Any compensation would be considered in line with the University Refund and Compensation Policy.

Agreements relating to the delivery, establishment, and quality of awards at all UCLan campuses contain provision for ensuring students at those campuses are given the opportunity to complete the full duration of their course, and to have an opportunity to receive their award. This may be through making alternative accommodation available for students to be taught, and for alternative arrangements for the delivery of academic courses similar to the courses and the award of certificates, degrees, and diplomas similar to the awards from a third party. This also applies to apprentice programmes and EPA services.

The University offers a wide range of programmes with varying modes of study. Most provision is offered on a full-time basis, but many programmes offer part-time study or online / distanced learning.

| 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. | | based tics | 2. The measures that you have put in place to mitigate those risks that you consider to be reasonably likely to crystallise. |
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| | | | Frequently, programmes use more than one mode of study, and the University successfully integrates students studying on either full or part-time modes. Such delivery protects the student experience and reduces the likelihood of the University having to suspend programmes. |
| Academic risk | The risk of students not being able to complete their course due to material change is minimal in view of the University's adherence to the Consumer Protection legislation and the QAA UK Quality Code for HE. | Very Low | The University's Course/Module Amendment Process sets out the circumstances prompting amendments to courses or modules and the requirement for changes to be approved for subsequent cohorts of students and not for current students unless they are in the best interests of the students, or unavoidable due to circumstances beyond the University's control. Where changes are proposed, there will be consultation with the affected students. |
| Academic risk | There are some circumstances which are beyond the control of the University which may impact on its ability to deliver educational services. Examples include: industrial action; power failure; acts of | Low | The University will make reasonable efforts to minimise disruption to educational services caused by any circumstances beyond its control (for example: industrial action; power failure or damage to buildings or equipment). Action taken by the University may include the: o relocation of provision to an alternative location, o amendments to timetabling, o rescheduling of teaching activities, o using different modes of delivery, or o reallocation of teaching staff to deliver the course. |

| 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. | | | |
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| | terrorism; damage to buildings or equipment; or acts of any governmental or local authority. The risk that we are no longer able to deliver components of a course due to the departure of key members of academic staff is low in view of how courses and modules are delivered by teams of academic staff. | In this situation and in line with the Student Contract, the University will notify student that the events have occurred and will take all reasonable steps to minimise the resultant disruption to those students who are affected. The University will also, where appropriate, implement Academic Regulations (section K) pertaining to extraordinary circumstances governing the assessment process which contains provision for the approval of special arrangements for conducting assessment and the determination of awards and progression liaising with the Institutional External Examiner as appropriate. | |
| Infrastructure risk | The risk that the University as a whole is unable to operate for a sustained period due to unexpected and exceptional circumstances (such as health epidemics, floods, terror/cyber | In the unlikely event that the University was unable to continue to deliver teaching, research supervision and services for a sustained period due to events outside of its control or other incidents, we would seek to adopt a range of continuity measures which may include: O Relocation to alternative venues for teaching, supervision and service provision O Relocation to alternative domestic accommodation for students living in University accommodation; O Moving to online delivery for a limited period of time; O Re-scheduling of teaching, learning and assessment; | |

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| | attacks and other force majeure) affecting the University campuses. The University has in place emergency response and business continuity plans to deal with a range of unexpected and exceptional circumstances. | Critical support services, such as disability support, mental health support and services for international students, relocated as appropriate; Co-operation and partnership working with emergency services and other external authorities Academic and wellbeing advice would be made available to students; Financial support where material additional costs to students are incurred. | |
| Academic risk | The risk of a loss of Professional, Statutory and Regulatory Body (PSRB) accreditation for specific courses. | The risk of a loss of Professional, Statutory and Regulatory Body (PSRB) accreditation for specific courses is very low because of the level of monitoring undertaken by the University to ensure compliance with PSRB requirements. UCLan does make a distinction between those PSRBs which have to be in place for particular courses to operate; medicine, nursing, architecture, and pharmacy for example, and additional PSRB recognition which is regulatory. In the unlikely event of the loss of Professional, Statutory and Regulatory Body (PSRB) accreditation for a course, the University would take all reasonable steps to ensure students could continue on the same or equivalent accredited course at another institution. In the case of our Medical provision around MBBS, as is required by the General Medical Council (GMC), we have in place contingency partners with whom we have a signed agreement that in the unlikely event of UCLan being unable to continue with the programme, they would provide continuity of provision for students. | |

| 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. | | based tics | |
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| | The risk that a course does not achieve Professional, Statutory and Regulatory Body (PSRB) following the assessment period. | Low | For many Professional, Statutory and Regulatory Body (PSRB) they operate an extended assessment period before granting accreditation, often with many steps in the process. The PSRB will normally grant the University initial permission to commence delivery. At all times, the accreditation status of the course will be made clear to the students. In the unlikely event of the University not achieving full Professional, Statutory and Regulatory Body (PSRB) accreditation for a course, the University would on a case by case basis, consider what options are available to the students. This would depend on the PSRB body by may include the following: • Supporting students to transfer to another University under that University Student Transfer Policy; • Supporting students to make an individual application to the PSRB for accreditation; • Supporting the students to sit an external assessment with the PSRB for accreditation. |
| Compliance | The risk that we will lose our UKVI sponsor licences | Low | The risk that we will lose or UKVI sponsor licences is deemed to be low because internal and external audits concluded that the University has robust policies and procedures in place to ensure that its responsibilities as a licenced immigration sponsor are met. The University has mechanisms in place to provide cross-functional oversight and assurance to the University Executive (VCG), including an Immigration Compliance and Control Group, chaired by the DVC (O) and Chief People Officer, which reports into VCG. In the unlikely situation whereby, the University loses its Student Route Visa Licence , the University will comply with Home Office requirements in terms of providing information for its current and prospective students and working with relevant external bodies to allow students to complete their year of study or to support students to transfer to an appropriate course at an alternative provider. |
| Academic risk | The risk of students studying in | Low | Many of our UK partners have in place their own student protection plans. However, that aside, we undergo extensive due diligence ahead of entering into any new partnership agreement. Institutional |

| _ | 2. The measures that you have put in place to mitigate those risks that you consider to be reasonably likely to crystallise. |
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| Partners of the University, not being able to complete their course due to course closure is minimal. | approval of a new partner is based on evidence of both financial and academic due diligence in accordance with its Collaborative Provision - Policy and Procedures. The University also assesses how we would mitigate impacts on students of partnership provision terminating. Consequently, the risk of partner institutions being unable to continue to operate is low, however this does not preclude either the University or any of its Partner Institutions terminating their Partnership Agreement or courses early. Should this situation arise, the provisions within the Partnership Agreements seek to mitigate the risks to students in terms of being able to complete their course. In addition, the University undertakes an annual partnership health check for each partner as part of our risk management. |
| | Upon early termination of any Partnership Agreement or termination of a Course , the University and Partner Institution shall each use reasonable endeavours and cooperate to ensure that each existing student may have the opportunity to complete the course on which he or she is enrolled. Where it is not possible for students to complete the course, the University will support students in transferring onto an alternative course either provided by the Partner Institution or provided by the University, whichever is in the best interests of the student. |

Legal agreements with Collaborative Partners include teach-out clauses which require the partner to

teach-out any provision in the event of termination of a course or Partnership Agreement.

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

This University has in place a **Tuition Fee Policy**, which forms part of the Student Contract. In terms of refunds in relation to tuition fees, this is included within the Tuition Fee Policy which is part of the student contract and is available to all students. If we were not able to preserve continuation of study, then Tuition Fees would be refunded in accordance with the Refund and Compensation Policy. From September 2024 the University has also put into place a **Refund and Compensation Policy**. This has been developed in line with the *UUK Good Practice Guidance 'Briefing: Compensation and refund policies - developing good practice*. The Refund and Compensation Policy (see Annex 1) sets out the principles the University will follow when considering the refund of tuition fees (or a proportion thereof) and/or award of compensation upon the Plan being triggered.

In relation to compensation and/or other course costs, decisions are made on a case-by-case basis because each student's personal circumstances and impact are different. However, in doing so, we follow the principles of the Office of the Independent Adjudicator with regards to remedies and redress, including financial remedies and compensation.

In the event that a decision is taken to cancel or suspend recruitment to a course within 6 months prior to enrolment and/or after enrolment and an applicant with an offer consequently decides to withdraw from the course without any other study, the applicant will receive a refund of tuition fees in line with the Refund and Compensation Policy.

In support of the delivery of any implications of the Refund and Compensation policy, the University has cash reserves in excess of £100m (March 2024) which would be sufficient to provide refunds and compensation for any students for whom we have identified an increased risk of non-continuation of study.

In addition, the University's Board has a policy of holding more than £50m in cash reserves at any time. This would more than ensure we can satisfy our refund and compensation policy. The University also holds professional indemnity cover up to £5m for any one claim and in aggregate for mitigation against domestic student claims.

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

Our commitments to our students

We commit to:

- being open and transparent with our students if any risk to the continuity of their studies arises, and inform them in a timely manner;
- taking reasonable steps to protect their studies if we discontinue a course or discipline, close a location (building or campus) where a course is taught and enabling them to complete their studies;
- considering the impact upon our students before deciding to implement any substantial changes to a course or discontinuing it, or stop teaching a discipline or closing a location;
- taking into consideration the needs of all our students and the impact on them of any proposed changes and protective measures. We will provide a clear rationale for changes that take into account the needs of current and future students with high quality contemporary provision.

Notification and Advice

- We will publicise our Student Protection Plan to current and future students through the University's Student Portal (current students) and the external web pages (future students). A link to the Student Protection Planwill also be included as part of the information a provided to potential students with their offer email.
- We will publicise our Student Transfer Policy https://www.uclan.ac.uk/assets/student-contracts/transfer-policy.pdf to current and future students through the University's external web pages.
- We will ensure that staff are aware of the implications of our Student Protection Plan when they propose course changes by making reference to the plan within the Course Developers Handbook and the Quality Assurance Manual (AQA Manual).
- The University's Student Protection Plan will be reviewed annually through the University's Committee Structure which includes student representation.
- The policy and procedures within the University's Academic Quality Assurance Manual (AQA Manual) related to on campus and collaborative provision sets out how students will be consulted with and informed of any material changes to their course.

Should we need to invoke any aspect of the SPP, working within our existing emergency and contingency frameworks, we will proceed as follows:

- i. deploy multimedia communications (individual and group, digital and/or face-to-face as appropriate) to ensure students are updated on events as they unfold and are directed to relevant support services for support;
- ii. work with the Students' Union to facilitate the provision of independent advice to students on their options;
- iii. provide information, advice and guidance through our existing student support services.

Complaints

The University is committed to providing a high-quality educational experience, supported by a range of academic and administrative services and facilities.

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

Should students be dissatisfied with the outcomes that may result in the implementation of any aspect of the SPP, they will be able to make a complaint through our Complaints Procedure. Students can also contact the Students Union for support during this process.

Students who are dissatisfied with a decision relating to a complaint they have raised may be able to complain to the Office of the Independent Adjudicator (OIA), an independent body which reviews student complaints.

5. Our assessment of the range of risks to the continuation of study for students who study for a UCLan award in partnership with one of the University's Collaborative Partners and arrangements in place to mitigate those risks and protect students

The University forms collaborative partnerships with other institutions and third-party commercial partners in the UK and overseas to deliver programmes of study leading to a University of Central Lancashire award. When forming partnerships, the University undertakes a range of rigorous and comprehensive due diligence exercises which explore aspects of the prospective partner's reputation, governance, financial stability, quality and standard of provision, as well as evaluating the economic, political and environmental context of the potential location. This includes the development of an operational plan to support Student Protection.

In forming partnerships to deliver programmes leading to a University of Central Lancashire award, the University undertakes robust financial planning and modelling and market research, and commissions professional expert advice as required. We reference the QAA's Quality Code as it relates to partnerships and collaborations, and we have adopted sector best practice in drawing up partnership agreements.

UCLan, as the awarding institution, will always have responsibility for assuring the academic quality and standards of teaching delivery and the award. We have robust course review and monitoring systems in place to discharge this responsibility for each partnership. Whilst our partnership agreements contain different business terms and comprise different responsibilities for each partner, each agreement describes the circumstances under which the partnership might be dissolved and provides details of the obligations of each party, including how the interests of students would be protected under such circumstances. Normally this means that every effort will be made to 'teach out' the remainder of a programme for all enrolled students.

From 2023 onwards, as part of due diligence requirements, all new collaborative partnerships will have a Student Protection Operational Plan developed as part of the risk assessment and to enhance protection for students studying at Collaborative Partner institutions.

| Partnership | Protection |
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| UCLAN London | UCLAN is the awarding body for programmes of study delivered and assessed at UCLAN London. The University is responsible for oversight of the academic quality and standards of the degrees awarded. |
| | Should an event arise which requires the implementation of the University SPP, students would be supported as outlined in this SPP. |
| UCLAN Cyprus | UCLAN is the awarding body for programmes of study delivered and assessed at UCLAN Cyprus under a dual award model. The University is responsible for oversight of the academic quality and standards of the UCLan degrees awarded. |

| 4. Information about | how you will communicate with students about your student protection plan |
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| | Should an event arise which requires the implementation of the University SPP, students would be supported as outlined in this SPP. |
| Joint or part-delivery partners | These are programmes which are jointly developed and delivered between the University and another organisation or where a partner delivers elements of a programme. UCLAN is the awarding body for these programmes of study. The University is responsible for oversight of the academic quality and standards of the degrees awarded. |
| | Should an event arise which requires the implementation of the University SPP, students would be supported as outlined in this SPP. |
| UK Validated Partners | UCLAN is the awarding body for programmes of study designed, delivered and assessed at a number of colleges and other private providers in the UK. These providers are also registered with the OfS and have in place their own SPP. |
| | The University is responsible for oversight of the academic quality and standards of the degrees awarded. |
| | Whilst each of these partners has responsibility for protecting students' continuation of study, should an event arise which requires the implementation of the University SPP, the University would use its reasonable endeavours to support students as outlined in this SPP through established mechanisms to ensure that academic standards are maintained in relation to teaching and assessment. This could include: • Teaching support; |
| | Access to subject resources based at the University; |
| | Assessment support including running examination boards to determine final degree classification. |
| | We have long-standing relationships with many of these partners and rigorous processes in place to monitor the quality and standards of teaching and assessment processes. In addition, all partners are subject to annual reviews and financial health checks in line with our standard policy and procedures. |
| | Should any of our UK partners cease to operate due to financial or other reasons, we would work with that partner to offer affected students the opportunity to complete their studies at the University or an appropriate alternative institution. |
| UK Sub-Contracted Partners | UCLAN is the awarding body for programmes of study delivered and assessed at a number of colleges and other private providers in the UK. These providers are not registered with the OfS and do not have in place their own SPP. The University is responsible for oversight of the academic quality and standards of the degrees awarded. |
| | We have long-standing relationships with many of these partners and rigorous processes in place to monitor the quality and standards of teaching and assessment processes. In addition, all partners are subject to annual reviews and financial health checks in line with our standard policy and procedures. |

| 4. Information about | how you will communicate with students about your student protection plan |
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| | Should an event arise which requires the implementation of the University SPP, students would be supported as outlined in this SPP. |
| Apprenticeship sub- contractual partnerships - Sub- contracting OUT | This is where UCLAN is the awarding body and is responsible for the delivery of the apprenticeship standard and the degree associated with the standard and the University sub-contracts to a third party to deliver some elements of the award or to provide limited services to support EPA. |
| | The University is responsible for delivery of the apprenticeship programme, oversight of the academic quality and standards of the degrees awarded. |
| | Should an event arise which requires the implementation of the University SPP, students would be supported as outlined in this SPP. |
| Apprenticeship sub- contractual partnerships - Sub- | This is where UCLAN is the awarding body for the award which sits within the Apprenticeship standard. The University is responsible for oversight of the academic quality and standards of the degrees awarded. |
| contracting IN | Whilst full responsibility for protecting students' continuation of study rests with each of these partners, should an event arise which requires the implementation of the University SPP, the University would use its reasonable endeavours to support students as outlined in this SPP through established mechanisms to ensure that academic standards are maintained in relation to teaching and assessment. This could include: • Teaching support; |
| | Access to subject resources based at another provider or at the University; Assessment support including running examination boards to determine final degree classification. |
| | Should an event arise which requires the implementation of the University SPP, students would be supported as outlined in this SPP. |
| International Partners | UCLAN is the awarding body for programmes of study delivered and assessed at a number of colleges and other private providers outside of the UK. These providers are not registered with the OfS and do not have in place their own SPP. Details on our partners can be accessed via this link https://www.uclan.ac.uk/study/partners/international |
| | Whilst each of these partners has responsibility for protecting students' continuation of study, should an event arise which requires the implementation of the University SPP, the University would use its reasonable endeavours to support students as outlined in this SPP through established mechanisms to ensure that academic standards are maintained in relation to teaching and assessment. This could include: • Teaching support; |
| | Access to subject resources based at another provider or at the University; Assessment support including running examination boards to determine final degree classification. |