

# **TEDI-LONDON**

## **STUDENT PROTECTION PLAN 2021-2022**

Provider's name: TEDI-London

Provider's UKPRN: 10083403

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### **INTRODUCTION**

1. This is the Student Protection Plan for TEDI-London for the year 2021-2022. It is made on the basis that we will launch in 2021 with our own Degree Awarding Powers.
2. This Plan shows our assessment of the risks, to you, our students, that we will not be able to deliver our commitments and enable you to complete your studies with us. It applies to all students at TEDI-London, regardless of fee status.
3. We fully expect to be able you to complete your studies with us. In rare circumstances, factors may occur that mean that this delivery may no longer be possible. These include:
  - a. The closure of TEDI-London
  - b. Loss of Degree Awarding Powers
  - c. Suspension of our Student visa license by the UK Home Office, which means that we could not recruit students from outside the United Kingdom
  - d. A decision by us to close a programme due to small student numbers
  - e. A change to our premises which would make it difficult for you to attend in person
4. Our Student Protection Plan provides you with further details of the risks of these events occurring and confirms how we manage and respond to these risks to protect your interests.
5. We publish our Student Protection Plan alongside our Terms and Conditions to applicants and current students.

6. The Higher Education regulator, the Office for Students requires every higher education provider to publish a Student Protection Plan. Our plan is updated annually and approved by our Board of Trustee Directors.
7. Our Student Protection Plan contains the following information:
  - a. Information on the terminology used
  - b. Our assessment of the risks
  - c. The mitigations we will put in place to support you
  - d. Refunds and compensation
  - e. How we will consult and communicate with you about the Student Protection Plan

## **TERMINOLOGY**

8. This section sets out important and potentially unfamiliar terms used within the Student Protection Plan.
9. **Validation** means that another institution, which is satisfied that TEDI-London meets its requirements for academic standards, agrees to award degrees to TEDI-London students who successfully complete their studies.
10. **Continuation of study** is a technical term used by the Office for Students. It means that we can deliver on the commitments we made to you about your programme of study, and its delivery.
11. **Teach out** means that if programmes are closed, we would continue to teach existing students until the end of their programme.
12. **Student visa** is a visa required for international students to study in the UK. To gain a Student visa, you will need to be sponsored by a licensed education provider. The licence is issued by UK Visas and Immigration (UKVI), a division of the Home Office.

## **RISKS**

13. This section sets out our assessment of the range of risks to the continuation of study for our students, how those risks may differ based on our students' needs, characteristics and circumstances, and the likelihood that those risks will crystallise.

14. This Plan assumes that we will launch in 2021 with our own degree awarding powers. Initially these must be on a probationary basis because we are new. As an interim measure while we await a government decision on awarding our own degrees, King's College London have established a process to consider validation of our programmes in case our degree awarding powers are not awarded in time.
15. Overall, our assessment is that the risk to you that we will not be able to deliver on our commitments is low. This is because TEDI-London is supported by the PLuS Alliance, a partnership of three world-renowned universities: Arizona State University in the USA, King's College London in the UK, and the University of New South Wales in Australia. These universities have made a legally binding commitment to support TEDI-London. We say more about this in the section on Mitigation (below) but in short this means that, whatever happens, the PLuS Alliance will ensure that TEDI-London can deliver on its commitments.
16. We have looked at specific risks which might arise in 2021/22, and set out here how high we assess them to be, how likely it would be that they impact your ability to complete your programmes, and why:
  - a. *What if the PLuS Alliance partners decide to close TEDI-London?*

The risk that you will not be able to complete your studies is low, as the joint venture agreement between the PLuS Alliance partners legally requires them to support, including funding, the completion of your programme in the event that they decide not to continue TEDI-London. We would agree a teach-out plan which would ensure that all students are able to complete their studies.
  - b. *What if TEDI-London does not achieve its own degree awarding powers or loses them during the first year?*

The risk that you will not be able to complete your studies is low. As an interim measure while we await a government decision on awarding our own degrees, King's College London have established a process to consider validation of our programmes, as explained in point 14.
  - c. *What if your premises in Canada Water are no longer available?*

The risk that you will not be able to complete your studies is low; we have signed a seven-year lease on our current premises in Canada Water and

have agreements in place with British Land to deliver our future premises when this term is over.

d. *What if you are no longer able to deliver courses in engineering and design?*

The risk that you will not be able to complete your studies is low: engineering and design education is our sole business, and we will always ensure that we have staff able to teach in those disciplines. As a back-up, the joint venture agreement between the PLuS Alliance partners legally requires them to support, including funding, the completion of our students' programmes if they decide not to continue TEDI-London. This would include ensuring that we have the necessary staff to deliver engineering and design programmes.

e. *What if a wind-down diminishes the quality of my programme?*

We think that the risk is low. In the event of a decision to close TEDI-London the PLuS Alliance partners will agree, with the TEDI-London Board of Trustee Directors, the wind down arrangements. Funding is committed to enable this to happen, and students' interests are given paramount importance in a legally binding agreement between the PLuS Alliance partners. You may choose not to continue with your programme or transfer to another programme using your credits obtained at TEDI-London. We can support you with this.

f. *What if you fail to recruit enough students?*

The risk of failing to recruit enough students is medium: The business case for TEDI-London outlined the need for professionally focused engineering degrees to mitigate the worldwide risk of an under-supply of engineers with the right skills for the future. Our research has indicated that there is demand for this type of programme, and there is interest from potential students as demonstrated through our summer schools. We are confident that we can recruit a cohort for September 2021. Our financial modelling has included a scenario of low levels of income from students; this shows that we can continue to support delivery of our programmes, as our academic staffing model is flexible to allow us to have smaller numbers. If in future years we do not recruit enough students, we would commit to teaching out any existing students on the programme, in accordance with this Student Protection Plan.

- g. *What if TEDI-London does not gain a Student visa licence?*  
We will seek a Student visa licence from UKVI to be able to take international students. We already have a Tier 2 license to enable us to sponsor staff, so have experience of going through the UKVI processes. We do not anticipate any issues with being able to obtain a Student visa license.
- h. *What if TEDI-London loses its Student visa licence?*  
If you are an international student, the risk that you will not be able to complete your studies is medium. We would not anticipate being in a position where we lose our Student visa license once it is granted as we will put in place a robust set of processes to comply with the Home Office's regulations.
- i. *What if we fail to recruit sufficient international students to be viable?*  
The risk to you is low. Our financial modelling shows the impact of various scenarios, including low levels of income from international students, and we can support delivery of our programmes in all scenarios. As above, the back-up from the PLuS Alliance partners means that we will be able to support a high quality teach-out.
- j. *What about matters beyond TEDI-London's control?*  
The risk that you would be unable to complete your studies is medium. Our Terms and Conditions (section 20) set out events that are beyond our reasonable control, and the steps that we would take to minimise the disruption to your learning in these events.

## **MITIGATION**

17. This section sets out the approaches we are taking to mitigate the risks to you.
18. Overall, the main approach is the back-up secured by legally binding agreements with the PLuS Alliance partners.
19. If the PLuS Alliance partners decide to wind TEDI-London up, we will put in place a teach-out plan which ensures you can complete your programme, and that the quality of education you receive meets your expectations. Clause 18 of the legally binding agreement signed by the PLuS Alliance partners commits them to supporting this course of action as follows:

“18.2 Where the winding down of the Company or the closing of the activities of the Company as a Registered Provider is contemplated by the Members:

- 18.2.1 the interests of students enrolled in any courses or programmes shall be paramount
- 18.2.2 the Company shall comply with the agreed student protection plan which it has in place from time to time
- 18.2.3 the Company shall ensure that all students enrolled in any programmes or courses shall receive adequate teaching, assessment and examination for the anticipated duration of his or her respective programme or course
- 18.2.4 the Members shall agree any amendments to the Initial Business Plan or any Subsequent Financial Business Plan as are necessary to achieve the objectives set out under 18.2.1 to 18.2.3; ...”

- 20. This means that three universities – Arizona State University, King’s College London, and the University of New South Wales – are committed to providing financial and practical support to enable you to complete your studies. This commitment is legally binding.
- 21. The teach-out plan will ensure that we have sufficient staff (both academic and professional service) and resources (physical and digital) to enable you to complete your studies in line with the programmes for which you registered. The interests of our students are paramount in such circumstances: ‘adequacy’ in 18.2.3 of the joint venture agreement means adequate to ensure that you receive the quality of education for which you enrolled.
- 22. The PLuS Alliance partners are likely only to act to wind-up TEDI London if few students enrol. They are committed to funding a teach-out. We have undertaken financial planning for a teach-out which demonstrates that it is feasible and affordable.
- 23. If you want to transfer to another higher education provider, we can help you to find a suitable one and communicate with them on your behalf.

## **REFUNDS AND COMPENSATION**

24. This section provides information about the policy we have in place to refund tuition fees and other relevant costs to our students and to provide compensation where necessary if we are no longer able to preserve continuation of study.
25. We have a refund and compensation policy, which you can see here [insert hyperlink]. This shows how we will refund fees, pay additional travel costs, ensure continuation of student bursaries, and pay compensation for tuition fees, maintenance costs and lost time if we are unable to preserve continuation of study.
26. We will review this policy in the light of our continued development and experience of the operation of our Student Protection Plan, to ensure that it is a good and fair way to assess any claims for refunds or compensation from our students.

## **COMMUNICATION AND CONSULTATION**

27. We provide every applicant and student with access to this Student Protection Plan alongside our Terms and Conditions. These are published on our website and agreed to when an applicant accepts an offer of a place.
28. We will train staff in our approach to Student Protection and ensure that they take account of its provisions when considering programme development. This means that we will focus on ensuring that the programmes we deliver are those for which you enrolled. We set out our arrangements for communicating with you about programme changes in our Programme Development Manual, our staff will be familiar with these requirements.
29. If any event arose within our control where we could no longer deliver a programme, we would provide you with notice. This notice period would depend on the specific circumstances of the programme closure. We would provide reasonable steps to provide a notice period that allows you to complete your studies or transfer to another programme outside of TEDI-London. In these circumstances we would also:
  - a. Create a plan to work with and support students affected, including communications

- b. Meet in person or virtually with affected students individually and collectively at the earliest possible opportunity to inform you about the situation and the reasons
  - c. Set out the actions that we would take to identify alternative programmes
  - d. Provide you with support from our wellbeing services
  - e. Signpost the availability of support from the Students' Union
  - f. Write to you to confirm the position and the information communicated verbally
  - g. Provide timescales in which you may wish to submit formal responses dependent on the specific circumstances
  - h. Confirm the process for any formal complaints about the implementation of the Student Protection Plan
  - i. Make provision for any compensation in line with our Refund and Compensation Policy
30. We will review our Student Protection Plan annually, engaging with our students through the Student Experience Committee and focus groups to ensure that we understand your concerns and priorities.

November 2020