

# **Student Protection Plan**

A Student Protection Plan is a document that is approved by the Mondo International Academy that every Academy is required to have in place.

It explains what actions we would take in the event that a risk to the continuation of your studies arose, as well as how we would communicate with you about this. Examples of events that could trigger the Plan include:

- the discontinuation of a subject or discipline;
- department, location or campus closure;
- unanticipated or unforeseen changes which may affect our ability to provide the course (e.g. PhD, MSc, BA, MA etc.) to you.

## **Who does the Plan cover?**

If you are receiving teaching or supervision from University of Birmingham employed staff and are expected to earn a recognised qualification, of the University, you are **likely** to be covered by this Plan.

You will **not** normally be covered if you are registered at partner provider and are taught by their staff. You will instead be covered by their Plan. For a full list of excluded courses see Annex 1.

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## Section 1: Introduction and Scope

### What is the Student Protection Plan?

The Student Protection Plan (the Plan) sets out what measures we have in place to protect you, as a student at the Mondo International Academy, in the event that a risk to the continuation of your studies arises.

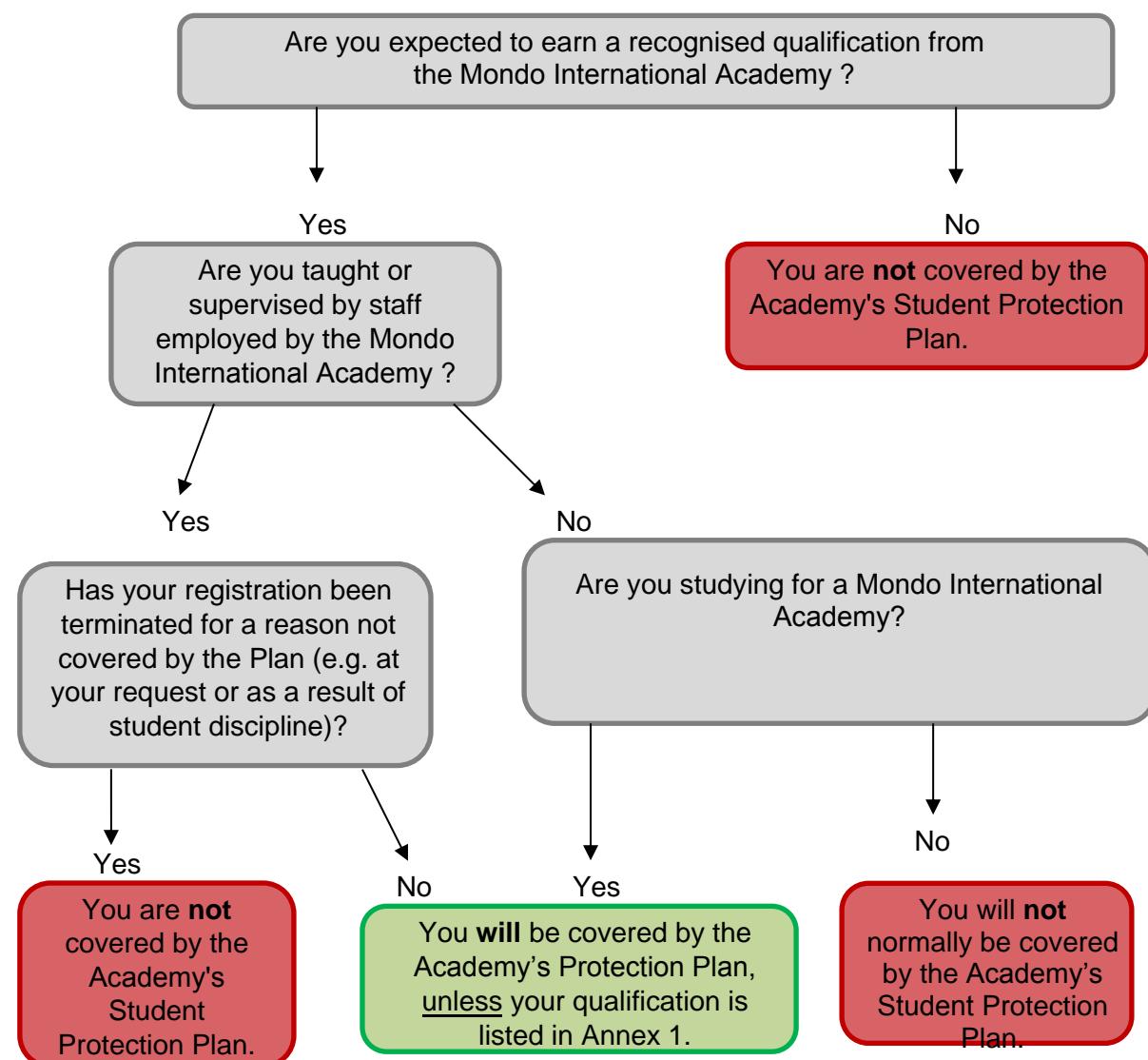
The measures contained in this Plan are in addition to the protections you have under consumer protection law and do not affect your consumer rights.

### Who is covered by the Student Protection Plan?

The Plan is available to all current and potential students. It covers registered undergraduate, postgraduate taught and postgraduate research students.

#### 1. Current Students

*Figure 1 – Overview of Students covered by the Student Protection Plan*



Even if you would normally be covered by the Plan, it will **not** apply to you if you have had your registration terminated for any of the following reasons:

- at your request;
- in the normal completion of your course;
- as a result of student discipline, non-payment of tuition-related fees, academic misconduct, academic failure or other similar matters.

*Are there any courses that lead to a qualification from the Mondo International Academy that are not covered?*

Yes. We work with partner providers and businesses and not all of those courses will be covered. You can find a list of those that are **not** covered in Annex 1.

*My course is wholly online, am I covered?*

Yes, unless it is included in the list in Annex 1.

*What about studying overseas by the partner's of Mondo International Academy?*

The Plan covers every student which has been accepted by Mondo International Academy and the teacher's are contractually bound to Mondo International Academy regardless of the country they are taught in. This includes students studying overseas:

- at our partner in Haiti: URH-ISAG University - Madison International Institute & business School, Ave Jean-Paul II, Port-au-Prince, Haiti;
- at our partner in Ukraine: NUWEE - The National University of Water and Environmental Engineering, Soborna St, 11, Rivne, Territory Rivne, Ukraina, 33000;
- at our partner in Poland: Warszawska Szkoła Zarządzania – Szkoła Wyższa, ul. Siedmiogrodzka 3A 01-204 Warszawa
- at our partner in Switzerland: ANOBS – Alfred Nobel Open Business School, Löwenstrasse 20. 8001, Zurich

It will also apply to those studying for a joint PhD with any of our overseas partners.

If your course is covered by this Plan and you go on a 'year abroad', or something similar (often called 'Student Mobility'), the Plan will **not** cover you for any changes that take place at the overseas provider. We will, however, contact you about anything that could be changing on the University of Birmingham course you will be returning to.

If your 'Student Mobility' course were to have significant changes that posed a risk to the continuation of your study, then we would discuss the matter with both yourself and your overseas provider. If we could not resolve the matter we would help you to find another mobility option or help to co-ordinate your return home.

## **2. Applicants**

As an applicant, if you have accepted an offer to study at the Mondo International Academy but have not yet registered at the Academy the Academy will notify you if the Plan is triggered and will likely affect you. In such cases, we would inform you of any changes and would try to minimise their impact by offering suitable alternative arrangements. For example, we would help you to find an alternative course or provider, or we would help you to defer your place for a year if this was appropriate.

## **What type of issues are covered by the Student Protection Plan?**

Below are some examples of what events could cause the Plan to be triggered, as well as those events that would not.

Covered (Major Changes) <i>If the Academy:</i>	Not covered <i>If the Academy makes:</i>
<ul style="list-style-type: none"><li>✓ Discontinues your specific course (see Section 2 for actions that would be taken in this instance).</li><li>✓ Closes the location (campus) on which the course is taught.</li><li>✓ Can no longer provide the course to you for any other reason, for example:<ul style="list-style-type: none"><li>○ we cease operating through no choice of our own;</li><li>○ we lose the right to provide the course or qualification;</li><li>○ you face long term disruption to your course that continuously and materially affects your course teaching over many months (e.g. fire in a key building leaving it unusable, or civil disorder);</li><li>○ we work with a partner to deliver your course (e.g. a Degree Apprenticeship with a particular company) and they are unable to continue, or decide to stop, delivering the course;</li><li>○ we close or reorganise the School or Department to which your course belongs and there is not, therefore, the required subject knowledge to continue teaching your course.</li></ul></li></ul>	<ul style="list-style-type: none"><li>✗ Minor adjustments and improvements to a course. <i>(This could include no longer accepting new students onto a particular version of the course.)</i></li><li>✗ Minor adjustments to module content or non-compulsory modules<sup>(1)</sup>. <i>(In these cases you should consult the Head of Learning)</i></li><li>✗ Changes to your timetable, including rooms, buildings or close-by locations.</li><li>✗ Changes to supervision for research students.</li></ul>

(1) As a research-intensive provider, our courses are dynamic and both the course and its constitute parts will rightly change as the discipline evolves. However, if you feel the course as delivered varies significantly from what you expected you should raise this as a concern with your Head of Research Development Office, or through the Complaints process.

## **How would the Student Protection Plan be triggered?**

As a student, you are part of the academic community and the wider society where change is common. Changes in courses provided are commonly discussed in committees and relevant meetings of the Academy

Significant changes, as described above, are considered at these meetings, and your views on these changes will be described in detail. Any decision to launch a plan will not be taken until this consideration and discussion process has been completed. This would allow the academy to be very clear about how we wanted to proceed.

## 1. Triggering of the Plan

Should major changes, such as those described in the table above (p.4), be approved the Academic Director would convene a meeting of Student Representatives, and the Head of the Learning.

The group would proceed to make a decision as to whether they would trigger the Plan, or recommend to the Academy Council that it trigger the Plan. This will often depend on the circumstances of the case. The Head of Learning and the Academic Director, in consultation with the Guild of Students, can chose to trigger the Plan for any reason if your studies are likely to be significantly impacted by a substantial change.

If the Plan were triggered the Academy would listen to students' views and, based on feedback, may decide to amend aspects of the original decision or the steps we had intended to take.

## 2. Consultation

In the event of a major restructure – of an academic school, for example – a consultation of 60 days will take place. This consultation would take place before triggering the Plan and both staff and students would be represented. By working in partnership with you to discuss the options in this way we would be able to clearly explain what we intended to do and resolve any concerns early on.

## **Section 2: Student Protection Measures at the University of Birmingham**

### **Protection measures**

In the event that the Student Protection Plan is triggered we will take one or more of the following measures to protect your continuity of study. Individual measures in the Plan can be used at any time, if this would reduce the impact or likelihood of any interruption to your studies.

The Academy would always try to ‘teach out’ in the first instance. Teaching out means that we would continue to teach your course until the currently registered students on that course have finished their studies. In the detailed Action Plan that follows later in this section, you can see what measure would be taken in each circumstance if teaching out were not possible.

1. Teaching out: Teaching out will be the Academy’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 registered students. During any teach out period, courses remain subject to our normal quality assurance processes.
  - We would normally use this measure if we were to discontinue a specific course.
  - We may also offer to teach a suitable alternative course.
  - We would normally continue to teach out until we the date at which you were expected to complete your course, plus a further year if necessary (two years for part time). This allows for any approved interruption of studies you may need, e.g. related to sickness.
2. Facilitate transfer or direct-entry to another provider: We would look to work with partner providers across the SR, including our strategic partners such as the urh-isag - MIIBS and ANOBS, to accommodate you by transfer or direct-entry – subject to their entry requirements.
  - This measure would be pursued if it was not possible to teach out, in the case of market exit for example.
3. Support you in finding another provider: We would support your exploration of other providers that offer comparable courses of study.
  - If you were interested in a provider outside of those with whom we were able to facilitate your transfer or direct-entry, then we would action this measure.
  - In both (2) and (3) we would help you to have your learning recognised by your new provider through appropriate credit transfer.
4. Support access to specialist equipment and academic supervision: We would support you to access equipment elsewhere.
  - If highly specialist equipment or academic supervision were no longer available, then the Academy would try to support your access to the equipment or supervision elsewhere.
5. Find suitable premises at a nearby location: We would always try to find suitable premises, at a nearby location, if the Academy were to close the location of a teaching facility.

*Reasonable adjustments:* If any of these measures were invoked but you had special circumstances that required reasonable adjustments, such as a disability or reduced mobility or if you had additional responsibilities (such as being a carer), we would consider these on a case by case basis.

On triggering the Plan, moreover, we would carry out an Equality Impact Assessment to ensure that we were considering the needs of different groups of students. For example, if a course that had a large cohort of mature students changed location (e.g. between Bratislava-upon and Zurich) the assessment might flag that there would be a larger impact – as these students may be carers – and so this would be taken into account.

## **The risk of the Academy triggering the Student Protection Plan**

The Mondo International Academy established, high performing and financially stable provider. Against this backdrop, we would like to reassure both our students and applicants that the risks outlined in this document are all very low and in the case of market exit extremely low.

### **1. Market Exit**

Our risk of ‘market exit’ (meaning that the Academy closed completely) is extremely low. The Mondo International finances are very healthy: our total income in 2018/19 alone was 99 000 €, of which, after paying taxes, we reinvested most of them in the running of the academy. The academy is therefore able to absorb market shocks. Further information on the Academys stable finances can be found in the Annual accounts which are available on this webpage: <https://www.finstat.sk/48082295>

### **2. Closure of a Teaching Facility**

We have no plans to close any of our Academy. We have been based on our main campus in Bratislava which has been in existence for more than 5 years and our plan is to stay in the given premises for a long time as well as to build or buy a larger building during construction and expansion in the long run.

### **3. Discontinuation of a Course**

No courses have been closed or interrupted in the last five years. Should such a situation arise, the course would be transferred to another provider, although Mondo International Academy would retain responsibility for issuing diplomas to our registered students. The risk that we will no longer be able to supply materials for the basic components of any of our courses is extremely low, as we design our modules so that they can be taught by external teams of academics.

### **4. Rights to Provide a Course / Register International Students**

We have effective processes in place that significantly minimize the risk that the academy will not be able to provide you with a course - for example, because it has lost the right to admit students or has lost the right to provide an accredited course. We therefore expect to address any issues of this nature, in most cases before they become an event that would trigger a student protection plan.

### **5. Applicants**

That the academy permanently or temporarily terminate its studies, if the student has been accepted or accepted an offer to study has not happened in the last five years; the risk for students and applicants is very small. However, if this were to happen, we would always contact students and candidates and discuss options; which may include, for example, considering entering the following academic year.

## **Reviewing the Plan**

The Student Protection Plan will be formally reviewed every three years, led by the Academic Director and Head of Learning in conjunction with the Students representatives.

If there are, however, any substantive changes to our risk position, or there are sector requirements or significant new activities being undertaken by the Academy that requires inclusion in the Plan then this would trigger an earlier review.

Should the Plan be triggered, we will conduct a review of the Plan to ensure that it operated as effectively as possible to protect the continuity of study for our students.

## **Section 3: How will we communicate with our students?**

### **Notification and advice**

The Student Protection Plan is available for students to view on the Academy's dedicated webpage for the Plan.

If the Student Protection Plan was triggered and the change would affect you, the Academic Director would write to notify you of this within ten full working days of the Plan being triggered. Once you had been notified you would receive information on who you could contact to discuss your circumstances, especially if you had specialist needs, and where you would be able to access advice and support.

Our commitments to you as a student

We commit to:

- being open and transparent with students if any risk to the continuity of your studies arises, and inform you in a timely manner;
- taking reasonable steps to protect your studies if we discontinue a course or discipline, close a location (building or campus) where a course is taught;
- 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;
- informing the ATHE of any changes that may necessitate a review of the Plan or any of the measures contained within it;
- regularly seek student feedback on this plan as part of our student feedback processes.

### **Who to contact**

If you have any immediate views, concerns or feedback in relation to this Plan, please contact the Academic Director using the dedicated web-page for the Student Protection Plan, or speak to the Head of Learning.

## **Section 4: Complaints**

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

If you have a complaint regarding the Plan, the Academy provides students with a system for raising concerns and complaints about both academic and non-academic matters.

## **Annex 1: Courses not covered by the Student Protection Plan**

If you are studying any of the following courses, you are studying for a qualification awarded by the University of Birmingham but you are registered with a different provider and taught by their staff.

This means that you are **not** covered by the University's Student Protection Plan. However, you may be covered by the Student Protection Plan of the partner provider and you should check this with them.

<i>Provider</i>	<i>Course</i>
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Mondo International Academy (MIA)	Any course delivered by MIA that leads to a ATHE Award
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If your course is **not** listed above, you are studying for a qualification awarded by the Mondo International Academy and you are being taught or supervised by Academy staff. This means that you **are likely to be covered** by this Student Protection Plan.

If you have any queries about whether you are covered by the Academy's Student Protection Plan, please contact the Academic Director using the dedicated webpage for the Student Protection Plan, or speak to the Head of Learning.