

Annex D: Template for a student protection plan (revised 19/11/20)

Provider's name: CEG UFP Ltd

Provider's UKPRN: 10057213

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Student protection plan for the period [2020-21]

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

ONCAMPUS is the trading name of CEG UFP Ltd. CEG UFP Ltd is a subsidiary of Cambridge Education Group Limited ("CEG"). CEG is a UK-based global group specialising in the provision of high quality academic and English language programmes for international students, preparing thousands of students to progress onto the world's leading universities. CEG delivers these programmes in 30 schools and centres across the UK (including ONCAMPUS and its partnerships with nine UK universities), the USA, and Europe. Total gross revenue for CEG Group is approximately £150 million.

CEG itself is owned by Bridgepoint, which is a blue-chip international fund management group focusing on private equity and managing assets worth circa £13bn. As a long-established, experienced and responsible investor, Bridgepoint helps companies and management teams by investing in expansion and operational transformation. CEG is committed to supporting students to achieve academic success and has the financial capability and resources to protect students, and wherever possible, ensure continuity of study regardless of the individual circumstances of CEG UFP Limited. CEG has a programme of investment in ONCAMPUS including expanding and improving facilities and accommodation.

CEG UFP Limited currently operates nine ONCAMPUS centres (each a "Centre") in collaboration with the following English universities: Birkbeck College University of London, Coventry University, University of Hull, London South Bank University, UCLan, Queen Mary University London, University of Reading, Royal Veterinary College University of London and University of Sunderland. For each Centre, CEG UFP Limited has established a separate wholly owned subsidiary company (each a "Subsidiary") which is a party (together with CEG UFP Limited) to separate co-operation and progression agreement with the relevant university. ONCAMPUS students are directly registered with CEG UFP Limited and enter into a student contract with CEG UFP Limited.

The risks associated with changes in ownership/control of CEG, CEG UFP Limited or its Subsidiaries (including any other material changes to these legal entities) or an amalgamation of CEG UFP Limited or its Subsidiaries with any other legal entity within or outside of the CEG Group are low. We will provide notification to all stakeholders if we plan to do this and we will ensure that the transfer will not affect the existing rights of any ONCAMPUS students.

The management of CEG continuously monitor the financial performance and sustainability of CEG and all its subsidiaries, including ONCAMPUS and its Subsidiaries. A meeting of the board of directors of CEG normally takes place once per month (unless the directors consider it necessary to meet more frequently). The board of directors of CEG comprises directors appointed by Bridgepoint and a non-executive chairman. It is informed and supported by an executive team (including the managing director of ONCAMPUS). The financial performance of CEG, ONCAMPUS and its Subsidiaries is discussed in detail at each

meeting. Equally, CEG UFP Limited operates under the responsibility of its own board of directors (the same people who assume directorships at CEG) and its Governing Body (including the ONCAMPUS managing director, chief academic officer & accountable officer, chief operating officer). These bodies and committees meet on a regular basis and monitor closely the financial and academic achievements of all the Centres individually and ONCAMPUS as a whole.

The risks of poor financial performance having an impact on our students' ability to continue their courses is rated very low, given that CEG and ONCAMPUS are permanently monitoring their companies' financial performance and would be well placed to make any necessary adjustments well in advance without impacting on any registered students. Unlike many public sector providers, ONCAMPUS, CEG and Bridgepoint are well versed in financial matters and implementing swift decisions to secure students' outcomes.

CEG currently has more than 4250 students and 1200 members of staff. We are confident therefore that there is a very low risk of institutional closure or of significant material change.

The risk that we will no longer deliver courses at any of our Centres in the next 4 years is very low.

The risk of revocation of our Tier 4 licences is low risk. ONCAMPUS has held a Tier 4 licence continually for 10 years (since Tier 4 was launched in March 2009) without suspension or revocation. CEG UFP Ltd holds an umbrella licence for Centres. ONCAMPUS Coventry also holds a Tier 4 licence. Should one of these two ONCAMPUS Tier 4 sponsor licences be revoked, there are different impacts to international students subject to the Home Office's sanction:

- Prospective students: their visa will be cancelled or visa applications will be refused. We will need to refund their fees in full and advise them on alternative study options
- Enrolled students with extant visa: Home Office may allow those students to continue with their studies for a limited period which may allow them to complete their course. Those who cannot complete their studies within the period allowed by the Home Office sanction will receive assistance to transfer to one of the other Centres to complete their studies. It is worth noting the current Tier 4 regulation does allow students in this situation to switch sponsors inside the UK.

While an inability to recruit Tier 4 students, would have significant impact on ONCAMPUS' business, for students the impact would be that they could not come to ONCAMPUS.

The risk that we are no longer able to deliver material components of our courses is very low because we design our programmes to be taught by integrated teams of academic staff. We operate a centralised curriculum where pathway and programme leaders design curriculum and assessments for all ONCAMPUS Centres. This allows us to guarantee that sufficient academic staff are employed to ensure continuity of delivery and breadth of knowledge. The risk of major changes in-year to course content is very low. We have operated a centralised curriculum since ONCAMPUS's inception in 2009, and we are considered sector leading in this regard.

Non-renewal of the contracts with our university partners is a low risk, and therefore the risk that we are unable to award the qualifications for which our students are registered is a low risk. We have operated contracts with UCLan, Coventry University and London South Bank University since inception in 2009, and our other partners (see above) are subject to similar contractual arrangements. We normally undergo contract renegotiations with our partners on a five year basis. Should an agreement for one Centre not be renewed, students registered at that particular ONCAMPUS Centre will be permitted to complete their

intended studies at that Centre, subject to normal timescales. Provision to ensure teach-out for existing students at each Centre is detailed in the contracts with each university partner. We can confirm that since ONCAMPUS's inception in 2009 all agreements with all our university partners have been (or we are in the process of) renewal or renewed/extended and no Centre has been subject to any 'teach out' provisions to date.

Disruption to delivery by industrial action is low, we only recognise a union at ONCAMPUS Coventry where our recognition agreement is to negotiate on; pay, hours of work, holidays. The recognition agreement has been in place since November 2017 and the relationship is currently good with no significant issues.

Disruption to any locations or premises used for the delivery of programmes at any Centre is not anticipated in the short to medium term.

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

A strategic decision to close, or change, a programme due to insufficient enrolments may result where delivery is determined to be non-viable from an academic, student experience or resourcing perspective. In such cases, we will make every effort to ensure that existing students will be transferred to a suitable alternative at the same Centre, or at one of our other Centres, or at another suitable provider.

Programme/subject level closures will be carefully managed over a sufficiently long timeframe to mitigate against any impact on students and their experience.

In cases where it is determined that it is in the best interest of students to transfer to an alternative course or route for the completion of studies, the rationale will be fully articulated, together with a mapping of course learning outcomes to the proposed alternative course or route, to ensure that standards are maintained and that students are not disadvantaged. At ONCAMPUS, because we operate a centralised curriculum, students are effectively able to transfer to another Centre offering that particular programme without negative effects. Where teaching cannot be completed or where none of the proposed options is appropriate for the student, ONCAMPUS may refund all or part of paid fees.

To safeguard the student experience during periods of change such as programme closure ONCAMPUS will work closely with affected students and the university partner. Our approach to this is detailed in the contracts we have with our partners, and the procedure takes into consideration the impact of such decisions on current students, potential applicants, applicants, academic and support staff.

CEG recognises that transfer to a different provider, or closure of a course or mode of study may have a differential impact upon a diverse group of students and may potentially present a differing set of challenges or concerns for students with protected characteristics (under the 2010 Equality Act) or those studying on a visa. To mitigate against any specific adverse impact on particular individuals or groups of students Equality Impact Assessments will be included as part of the preparation of any exit strategies

Our student protection plan will be reviewed and updated regularly to reflect any change in the circumstances of CEG or any of the centres.

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

Our refund policy is available at <https://www.oncampus.global/admissions-policy.htm>

It should be noted that ONCAMPUS only recruits international students with no recourse to public funds, and our refund policy reflects this context. We have reviewed our refund policy and our website contains the most up to date version.

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

The Student Protection Plan will be published on the ONCAMPUS website and via links to staff and student portals. The current CEG refund policy is already available on the main CEG website and the revised policy will be posted in the same way. The Student Protection Plan and the Refund and Compensation Policy will be highlighted to all students on their initial registration and subsequent enrolment at centres. Staff will be made aware of the Student Protection Plan and the Refund and Compensation Policy and the resulting implications via staff training days.

The Student Protection Plan will be reviewed on an annual basis. Student consultation will inform the review process. The Student Protection Plan will be approved by the Governing Body and the Academic Board of CEG UFP Ltd.

Where material changes have been proposed to one of our programmes these will generally only be made for future applicants and not cohorts on the programme. Where the changes are proposed for existing applicants and/or current students their explicit agreement is required prior to the proposed changes going ahead.

Where a proposal is made to close, or significantly change, a programme discussion will be held with student and staff representatives, and our respective university partners, while the proposal is under consideration. Applicants and enrolled students should be the first to be informed once a formal decision to suspend, cease or significantly change a programme has been made. Communication of the decision should be made in writing to all affected individuals so that they are made aware of the actions to be taken, including a timeline of events, and the resulting impact of the actions during the implementation of the change. We aim (subject to matters being within our control) to provide at least 10 weeks' notice of any changes coming into effect after students first enrol. At that time, their attention will be drawn to this Student Protection Plan, and to the Refund and Compensation Policy.