



# TERMS & CONDITIONS FOR HIGHER EDUCATION STUDENTS

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OVERVIEW .....	3
SECTION A: TERMS AND CONDITIONS .....	3
1. STUDENT'S DECLARATION .....	3
2. REGISTRATION .....	3
3. TUITION FEES PAYABLE .....	4
4. CHANGE IN PERSONAL DATA.....	4
5. FULL-TIME STUDENTS .....	5
6. PART-TIME STUDENTS .....	5
7. CONDUCT .....	5
8. PROFESSIONAL STATUS & OTHER REQUIREMENTS .....	5
9. FRAUD.....	6
10. PLAGIARISM .....	6
11. STUDENTS STUDYING AWARDS VALIDATED BY A PARTNERUNIVERSITY .....	7
12. STUDENT COMMUNICATIONS.....	7
13. INTERNATIONAL STUDENTS .....	7
14. WITHDRAWAL / INTERRUPTION OF STUDY.....	8
15. HEALTH & SAFETY .....	8
16. EQUALITY AND DIVERSITY .....	8
17. DISABLED STUDENTS .....	9
SECTION B: STUDENT INFORMATION AND CONSUMER PROTECTION .....	13
26. INTRODUCTION TO STUDENTINFORMATION AND CONSUMER PROTECTION .....	13
27. INFORMATION FOR STUDENTS .....	13
28. THE COURSE OFFER – WITHDRAWAL OF MODULES/UNITS.....	15
29. WITHDRAWAL OF ADVERTISED PROGRAMMES .....	15
30. END OF VALIDATED PROGRAMME .....	16
SECTION C: FEES, REFUND AND COMPENSATION POLICY .....	17
31. WITHDRAWAL FROM A PROGRAMME OF STUDIES .....	17
Home/EU Students .....	17
32. International Students .....	18
33. Non-Payment of Fees .....	18
SECTION D: STUDENT WITHDRAWAL AND INTERRUPTION OF STUDY POLICY AND PROCEDURES.....	19
Student Welfare Service .....	19
Financial support.....	19
Wrong course or programme? .....	19
Academic advice including study skills .....	20
Students in receipt of government student support packages .....	20
Students who are self-payers or employer-sponsored.....	20
Government Means Tested Benefits.....	21
Implications for your visa (Tier 4 students) .....	21
E-mail .....	21
College Student ID card .....	21

Library .....	21
Student Oyster Card .....	21
Note that students studying for an award of a validating Higher Education Institution (e.g. Kingston University, University of Greenwich University of West London must also complete the withdrawal process with that institution which is the student's responsibility.) .....	21
When should I return to study? .....	22
Students in receipt of government student support packages .....	22
Students who are self-payers or employer sponsored .....	22
Government means-tested benefits .....	23
Implications for your visa (Tier 4 students).....	23
Implications for your finances.....	23
E-mail.....	23
College Student ID card .....	23
Library .....	23
Student Oyster Card .....	23
Interruption of study process.....	23
APPENDIX A: Glossary of Terms.....	25
Academic Year / Session .....	25
Accreditation or Recognition of Prior Learning (APL/RPL).....	25
Advice and Guidance Centre .....	25
Appeal Regulations / Procedures.....	25
Approved Sponsor .....	25
Credits.....	25
College Student ID card .....	25
Department .....	25
Fees .....	26
Final Award .....	26
Formal Compliments Suggestions and Complaints Procedure.....	26
Full-time Student .....	26
Higher Education Achievement Record (HEAR) .....	26
Intellectual Property .....	26
Mode of study.....	26
Modules.....	26
Named Award .....	26
Programme Leader .....	27
Programme / Programme of Study .....	27
ProMonitor.....	27
Validating Higher Education Institution .....	27



# OVERVIEW

This document constitutes NESCOT's overall terms and conditions for higher education students.

**Section A** describes matters relating to the obligations of students and the College in relation to registration, the offer of a place to study at the College, tuition fees, the conduct of students, students' professional status and the standards, academic misconduct, withdrawal and interruption of study, health and safety, equality and diversity, fraud, data protection, freedom of information and other matters.

**Section B** sets-out the provisions designed to ensure that students' consumer rights are protected. It also describes the information that students shall expect to receive in order that they can make informed decisions about their choice of study.

**Section C** describes the College policies in respect of HE fees including refunds and compensation, where applicable.

**Section D** describes the College's policies and procedures in relation to the withdrawal of students and interruption of study.

## SECTION A: TERMS AND CONDITIONS

### 1. STUDENT'S DECLARATION

All students are required to read the statements listed below and complete the declaration at registration to confirm that they have read, understood and agree with the North East Surrey College of Technology ('the college') to abide by the undertakings, terms and conditions contained in this document. Definitions of the terms in italics are contained in Appendix A.

If you object to completing the Student Declaration because of one of the conditions set below, please make your objection in writing to the Academic Registrar, North East Surrey College of Technology, Reigate Road, Ewell, Surrey KT17 3DS.

### 2. REGISTRATION

I shall retain details of completing the college's registration process, and where applicable the registration process of my *programme of study's validating Higher Education Institution*, for the whole of the *academic session* and note that the identification number shown is my unique College student ID number which will be quoted on all college documents. I understand that I am required to register in each academic year that my *programme of study* runs and that my registration should be completed within two weeks of the start of my *programme of study*. I further understand that the college is entitled to terminate my registration if I fail to complete the process in full, which includes tuition fee payment; Disclosure and Barring Service (previously known as Criminal Records Bureau) and medical health clearance where required; verifying my identity and previously attained qualification documents.

I understand that if I have accepted an 'Offer of Place' at the college and I subsequently wish to change the conditions of this offer, for example change the *programme of study, mode of study*, or

my tuition fee status, the college reserves the right to refuse such a request.

I shall at the scheduled place and time (for example: at interview; at enrolment; first day of attendance), produce my passport (or other identification documentation) and original education qualifications and register for my *college student ID card* which will include my photograph.

If I am supported by Student Finance England, its regional equivalent, or another *approved sponsor* I shall provide full details and verification at enrolment. If I am not so supported, I understand that I am responsible for the payment of my own *fees*, which I shall pay either annually at registration or in instalments during the *academic session* as described in the statement [Fees for Higher Education Courses](#) (available on the college website). Arrangements for the refund of fees are described later this document.

### **3. TUITION FEES PAYABLE**

I have checked and agree with the amount set out as due within the college's registration process, which I confirm reflects the *fees* due for the number of *modules/credits* I am studying and any other registration fees associated with my *programme of study*. I understand that the college reserves the right to charge for any additional *modules/credits* and/or to amend fee charges where these have been incorrectly applied. I understand that should I make accepted alterations to my *programme of study* or my *mode of study* this may affect the rate of tuition *fees* that I am charged which will be payable to the college.

I understand that should I need to repeat *modules* that are subject to the academic decisions made about my study; I may be required to pay repeat tuition *fees*.

*Fees* will be charged for the *Accreditation or Recognition of Prior Learning* (APL/RPL). Further information on [APL/RPL policy](#) is available on the college website.

I understand that monies not paid by an employer/sponsor remain the liability of the student.

### **4. CHANGE IN PERSONAL DATA**

I understand that the information given during the college's registration process and where applicable the registration process of my *programme of study's validating Higher Education Institution* will be used in many areas of my college experience, including details that will appear on my award certificate.

I agree that I will update my address and any other details I have provided during the registration process as and when they change via *ProMonitor*. If I am unable to do this then I shall inform the *Advice and Guidance Centre*.

I understand that a change of name must be supported by documentary evidence e.g. marriage certificate, deed poll.

I understand that the college will not be liable for any out of date information or incorrect information that I have provided and that I will be responsible for any consequences (such as the cost of re-issuing documents or certificates, if the college is able to do so) of not keeping my information correct and up to date.

## **5. FULL-TIME STUDENTS**

I understand that *full-time Students* are expected to take 120 *credits* within an *academic session*.

I understand that if I take more than the prescribed *modules*, only those *modules* included in my *programme of study* will be used for formal assessment and progression purposes and contribute to my *final award*.

I understand and accept that *fees* in respect of any *modules/credits* which are additional to the *programme of study* agreed between myself and the *programme leader* for a *named award* will be funded by me and payable to the college. Details of the modules required to complete any individual course and the grading scheme can be found in the *programme specification*.

I understand that I am required to keep my *programme leader* informed if I undertake additional studies or work that may impact on my ability to study.

## **6. PART-TIME STUDENTS**

I understand that the *fees* charged are based on the number of *credits* a *part-time student* studies in the *academic session*.

## **7. CONDUCT**

I agree to comply at all times with such college and *validating Higher Education Institution* rules, regulations and policies, procedures and codes of practice as are in force from time to time including, but not limited to, those concerning conduct, attendance, academic attainment, cheating and plagiarism, discipline, equal opportunities, harassment and bullying, health and safety, fee payment and payment of debt.

I agree to abide by decisions resulting from any disciplinary process under the college's and *validating Higher Education Institution*'s regulations and agree, subject to any appeal under the appropriate *appeal regulations*, to comply with any fine, suspension, expulsion or other restriction or sanction resulting from any disciplinary action under those regulations and procedures. The College's [Student Disciplinary Regulations and Procedures](#) are available on the college website.

I understand that the college's rules, regulations and policies, as are in force from time to time, are available on the college's website under the tab "About us". I agree to familiarise myself with and comply with such rules, regulations and policies at all times. Copies in other formats are also available upon request from the Quality Office.

## **8. PROFESSIONAL STATUS & OTHER REQUIREMENTS**

I am aware that it is the college's policy not to check if students have criminal convictions, with the exception of students studying qualifications, attending placements, or carrying out voluntary work which brings them in to contact with children and/or vulnerable adults, or as required by law or a professional body. Examples are students on teacher training, osteopathy, psychodynamic counselling and sports therapy *programmes*. Such students must receive clearance from the Disclosure and Barring Service (DBS) before being able to proceed with relevant areas of study.

I agree to provide all such information as is necessary for the college to process a request for

clearance from the DBS, as and when required. If any of my circumstances change that are relevant to such clearance from the DBS I will inform my department immediately and understand that such checks may need to be repeated.

I understand that if I do not receive such clearance, or my clearance is revoked on any subsequent check, my student status at the college and my registration on my *programme of study* may be terminated. I also note that in such circumstances I will be charged for the tuition I have received (please refer to section C of this document).

I understand that if I wish to use the qualification for which I am studying to obtain professional status then it is my responsibility to ensure that I meet the requirements of the professional body including those relating to criminal records. I also note that should my circumstances change, I must notify my department.

I further understand that if at any point during my studies I fail to meet the requirements of the professional body it may result in my student status at the college and my registration on my *programme of study* being terminated. I also note that in such circumstances I will be charged for the tuition I have received (please refer to section C of this document).

I understand that for entry to specific Teacher Training, Osteopathy and Counselling Professional Status there is a requirement to be physically and mentally fit to enter the profession, and that it is my responsibility to ensure that I meet the requirements set by the applicable profession.

## **9. FRAUD**

I understand that if the college has reason to believe that I, or any person acting on my behalf, has provided false information, omitted relevant information, made any misrepresentation and/or provided counterfeit or forged documents relating to my place at the college, including but not limited to those in respect of an application for a place at the college, tuition fees assessment, Fees Assistance Award, college bursary or other such funds administered by the college or a Student Support provider, the college will take whatever steps it considers necessary to establish the authenticity of that information and/or documentation which I have submitted in support of my application and on-going relationship with the college. Students' attention is drawn to the [college's Student Disciplinary Process and Procedures Guide](#), available on the college website.

I accept that if the college suspects that fraud may have taken place it is entitled to share information with appropriate outside agencies as defined in its [Data Protection Policy](#), (as available on the college website) or as required or permitted by law. If the college concludes that a fraud has taken place it is entitled to cancel my application, withdraw any offer of a place and to terminate my student status and registration on my *programme of study*. I also note that in such circumstances I will be charged for the tuition I have received (please refer to section C of this document).

At the request of the college I shall provide such further information or documentation as may be requested in relation to my application or my student status.

## **10. PLAGIARISM**

I understand that the college and its *validating Higher Education Institutions* take the offence of plagiarism extremely seriously, as set out in the [Academic Misconduct policy](#) (available on the college website).

understand that the college may take measures to ensure that plagiarism is detected and dealt with, by for instance providing information to outside agencies for monitoring purposes, and taking any investigation and/or disciplinary action the college deems appropriate.

## **11. STUDENTS STUDYING AWARDS VALIDATED BY A PARTNERUNIVERSITY**

Students following university validated *programmes* taught at the college are required to conform to the university's registration process, except Open University validated programmes whereby the college's higher education procedures and policies are conformed to.

Students are subject to the disciplinary regulations of the college. However, it is the university's academic rules and regulations (which are available on the university websites) which apply to all academic matters (including academic misconduct) excepting those studying Open University validated programmes, where college process applies. The college's higher education procedures and policies can be found at <https://www.nescot.ac.uk/policies>

## **12. STUDENT COMMUNICATIONS**

I note that the college will channel all formal student communications through my college student email account which could include information about tuition fees, registration, examinations and notification of formal results. I note that my college student email account and Weblearn account will be terminated three months after I leave the college.

I understand that important announcements and information will be broadcast on the college's website and student portal (i.e. Weblearn). You are advised to check the college Student Portal on a regular basis to keep yourself informed on college matters.

## **13. INTERNATIONAL STUDENTS**

I understand that the classification for payment of International student tuition fees will be determined in accordance with The Education (Fees and Awards) Regulations 2007 and The Student Fees (Qualifying Courses and Persons) (England) Regulations 2007 and any subsequent amendments, or replacement regulations.

If applicable, I understand that it is my responsibility to ensure that I have obtained all necessary immigration clearances to complete my studies at the college and am in receipt of an appropriate visa for the purposes of study on a *programme*.

I understand that I am required to provide evidence of the outcome received from the UK Visas and Immigration of any visa application made during the course of my studies within 10 working days of the outcome.

If I am supported by an *approved sponsor* I shall provide full details and verification at registration. I understand that my *approved sponsor* will be required to pay fees annually at registration. If I am not so supported, I understand that I am responsible for the payment of my own fees, which I shall pay annually at registration.

I understand that monies not paid by an employer/sponsor remain the liability of the student.

I understand that if I am refused the necessary immigration clearance to complete my studies, if I decide to withdraw from the *programme* or if the college loses its Tier 4 sponsor licence, the college

has the right to terminate my registration as a student on a programme of study<sup>1</sup>. I also note that in such circumstances I will be charged for the tuition I have received as per the HE Fees Refund policy of the College included later in this document.

To enable the college to meet the compliance requirements as a Tier 4 Sponsor, in accordance with Tier 4 immigration regulations, I understand that the college will retain copies of the following documents for all non-EU nationals: passport, visa and/or UK Biometric ID card; an up-to-date record of my contact details

I understand the college is required to regularly monitor the attendance at the college of students with a Tier 4 visa and is expected to report to the UKVI if:

- I fail to complete the college's registration process in time;
- I am absent from the college without consent;
- My circumstances change; I change *programme* or the period of study becomes shorter or longer;
- The college is no longer my sponsor;
- It has evidence that I am breaking the terms of my *visa*;
- I interrupt or withdraw from my *programme of study*; or
- The college interrupts or withdraws me from my *programme of study*.

#### **14. WITHDRAWAL / INTERRUPTION OF STUDY**

I understand that I am required to abide by the college's policy and procedures on Withdrawal/Interruption of Study described later in this document, should the situation arise.

I understand that if I am not maintaining sufficient attendance to achieve satisfactory academic progress without notifying my *department*, the college reserves the right to withdraw my student registration on a *programme of study*. I also note that in such circumstances I will be charged for the tuition I have received per the HE Fees Refund Policy of the College (see section C).

#### **15. HEALTH & SAFETY**

I understand that the college provides a safe and healthy working environment for staff and students and ensures, so far as is reasonably practicable, that the college's activities do not adversely affect the health and safety of visitors and contractors. I am aware that the college [Health and Safety Policy](#) available on the college website and agree to familiarise myself with, and follow, the Health and Safety requirements and procedures of my programme of study from time to time in force.

In particular, I agree:-

- to take care that my actions do not put myself or other people at risk;
- to follow all health and safety instructions/rules;
- to report any faults or shortcomings in health and safety arrangements that I become aware of to my *programme leader*;
- not to damage or deliberately misuse any equipment provided for the health and safety of members of the college, contractors and visitors; or
- to provide and keep up to date on *ProMonitor* an emergency contact number which the college can contact should specific circumstances arise.

#### **16. EQUALITY AND DIVERSITY**

I understand that the college values the diversity of its staff and students and I will agree to act in

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<sup>1</sup> The exception would include students who are classed as overseas fee payers but who are not Tier 4 international students.

accordance with the [Equality and Diversity policy and Single Equality Scheme](#) available on the college website. I understand I have a responsibility as part of the college community to promote equality of opportunity, to help eliminate unlawful discrimination and to promote good relations between different groups.

I understand that the college monitors the implementation of its equality scheme and that providing the necessary equal opportunities information at registration, while not compulsory, will help this monitoring take place. This will also benefit policy development and action planning.

## **17. DISABLED STUDENTS**

I understand that for the college to provide appropriate reasonable adjustments and guidance, I have a responsibility to declare at registration any disabilities or learning difficulties I may have.

I understand that any disability information is held and monitored by the learning support service. If necessary, this information will be shared with relevant College staff to enable them to provide advice, support and guidance.

I understand that if I have difficulties leaving a building unassisted in an emergency I will need to have a Personal Emergency Evacuation Plan (PEEP) drawn up at the start of my *programme of study* and at the start of each new *academic year*, so that suitable arrangements can be made for me. I understand that it is my responsibility to initiate the PEEP process by notifying the learning support service.

I understand that I am also expected to cooperate with the college on the implementation and the review of any arrangements, to report any problems which may arise and to provide information on changes to circumstances or my disability so that arrangements can be revised if necessary.

I understand that I may need to apply to Student Finance England for Disability Student Allowance (DSA) and that if my application is successful, support will be arranged and delivered by Randstad in co-ordination with the college.

I understand that if I have an Education Health and Care Plan (EHP), I have a responsibility to contact the college learning support service to discuss my support needs and potential application for DSA.

## **18. COMPLAINTS REGULATIONS**

I note that the college has a [Formal Compliments, Suggestions and Complaints procedure](#) (as available on the college website) which I must adhere to and follow.

Should the situation arise, I understand that any dispute howsoever arising between the college and myself will be settled in accordance with English law, exclusively in the English courts.

## **19. DEBT**

I understand and accept that if I am in debt to the college I will be subject to the college Debt Policy(available upon request from the College Finance Office)

I understand and accept that the college has the right to withhold my award certificate and that I may be excluded from attending an awards ceremony until such time as the debt is cleared.

I understand that debt to the college includes (but is not restricted to) tuition fees, field trip contributions, library and other fines, damages and other miscellaneous debts.

I understand that if I am in debt to the college I cannot register until I have cleared that debt.

## **20. INTELLECTUAL PROPERTY**

I understand that the college seeks to ensure that students, researchers and staff directly involved in the creation of Intellectual Property are properly rewarded in the event of successful commercial exploitation.

I understand and agree that:-

- the ownership of all equipment, results and *Intellectual Property* which are produced as a result of a student's study or research with the college and which are not the subject of the college's prior agreement with a student's employer or a third party shall be and hereby are licensed to the college in perpetuity on a non-exclusive, worldwide, royalty free basis for use as the college reasonably sees fit, including the granting of sublicences, in pursuit of its administrative, promotional, teaching and research activities. No royalties or other payment shall be made in consideration for the granting of a licence save as provided for in the college's [Intellectual Property Policy](#).
- I may be required for certain activities to assign my interest in any *Intellectual Property* to the college, which assignment will be executed by an agreement in writing between me and the college. I hereby expressly agree, as a condition of my registration, to abide by, and be bound by the college's [Intellectual Property Policy](#) and to any amendments thereof approved by the college Corporation. I understand that different terms may apply in certain circumstances (e.g. to staff) to those set out in this condition 20 and that in the event of conflict between this condition 20 and the [Intellectual Property Policy](#), the latter shall prevail.

## **21. LEARNING RESOURCES**

I agree that I will make use of the Library and Computing facilities, resources and services in accordance with the E-safety policies available on the college website.

I understand that I shall require a *college student ID card* to gain access to library and computing facilities and to the college's buildings.

## **22. COPYRIGHT**

I agree to use all photocopying and other reproduction facilities within the law, to follow any copyright restrictions on materials, and follow the guidance provided in the notices displayed by the relevant machines.

## **23. DATA PROTECTION**

I recognise that for the purposes of data protection law including the General Data Protection Regulations (GDPR), NESCOT is the 'data controller' of personal information about you. I have certain rights concerning the processing of my data, including getting it corrected or deleted, and getting a copy of it. I recognise that I have a right to complain. I acknowledge that a privacy notice published on the College's website at <https://www.nescot.ac.uk/privacynote> has been prepared in accordance with the GDPR (EU) 2016/679 and the Data Protection Act 2018 which describes how the College processes information that may be held about me and with whom it can legitimately share that information. Further information is given about how the College processes my personal information on the following College website pages:

[Notice about how we use your personal information](#)

[How we transfer your personal information outside Europe](#)

[Automated decisions we make about you.](#)

[Data Security](#)

[Your rights over your personal information](#)

[Changes to our Privacy Policy](#)

[How long we retain your data](#)

[Exercising your rights - updating your data](#)

[Exercising your rights - data subject access requests](#)

[Education and Skills Funding Agency \(ESFA\) Privacy Notice](#)

I understand that I am responsible for keeping my own *Higher Education Achievement Record (HEAR)*. If I request a replacement HEAR I may be required to pay a fee.

## **24. FREEDOM OF INFORMATION**

**I understand** that the college, as a public authority, complies with the Freedom of Information Act 2000 (FOIA), aiming to improve public understanding of its operation, decision making and expenditure, by promoting a culture of openness and accountability.

**I understand** that the college has a [Data Protection Policy](#) (which is available on the college website), which sets out its obligation towards properly managed record keeping, in terms of the records held, where they are kept, and what they contain.

**I understand** that the college has an [FOI Publication Scheme](#) (which is available on the college website), which sets out the information that is published by the college and is available for all to look at.

**I understand** that these policies and schemes and further information can be obtained from the college website.

**I understand** that in principle any work that I submit to the college, including dissertations, or any

correspondence that I have with college staff, or any research that I undertake while under the supervision of the college, would be covered by the Freedom of Information Act and could theoretically be released to a third party. However, if it is personal data it could be excluded, and the college will use its best efforts to protect genuinely confidential information.

## **25. QUESTIONS**

If you have any questions regarding these Principal Conditions of Registration please contact a member of the college staff at the *Advice and Guidance Centre*.

Further information about the college, its policies, rules and practices are available on the college website [www.nescot.ac.uk](http://www.nescot.ac.uk)

## **SECTION B: STUDENT INFORMATION AND CONSUMER PROTECTION**

### **26. INTRODUCTION TO STUDENT INFORMATION AND CONSUMER PROTECTION**

This section of the policy describes: -

- a. How the College will ensure that prospective students (applicants) and current students are able to access timely and accurate information in order to make informed decisions.
- b. The obligations of the College to applicants and current students in relation to the modules/units that are offered on its higher education programmes and the arrangements that will be made if changes to the course offer are required.
- c. The exceptional circumstances that will give rise to a decision by the College to withdraw an unconditional or conditional offer of a place on a higher education programme and the arrangements that will be put in place in such an eventuality.
- d. The arrangements to be put in place in the event of changes to the validation arrangements for a course i.e. 'teach out'.<sup>2</sup>

This policy and the associated procedures seek to ensure that students' reasonable expectations for fairness and transparency of information and process are met as described in the Competition and Market Authority (CMA) guidance to students and higher education institutions<sup>3</sup>.

The policy is to be read in conjunction with the College's Student Complaints procedure for higher education and NESCOT HE Terms and Conditions (HE Students) - see the College website at <http://www.nescot.ac.uk/policies>.

The College has sought to follow, wherever possible, the good practice guide published by the Quality Assurance Agency (QAA) and comply to conditions of registration set by Office for Students (OfS).

### **27. INFORMATION FOR STUDENTS**

Students should expect to receive up front, clear, timely, accurate and comprehensive information at all points during the student journey. The student journey is defined as covering the student experience as a prospective student or applicant to enrolled student and finally to Graduation at the end of their studies.

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<sup>2</sup> 'Teach out' means where a university who accredits a NESCOT course will cease do so beyond a specified date and where arrangements will need to be put in place to transfer a student to a cognate course under separate accreditation arrangements.

<sup>3</sup> Competition and Markets Authority 'Higher education: guide to consumer rights for students' (March 2015); Competition and Markets Authority 'Higher education: consumer law advice for providers' (March 2015)

NESCOT will seek to ensure that it provides clear, timely, accurate and comprehensive information to prospective students. It is important to recognise that the overwhelming majority of its higher education students progress internally from further education courses at the College and do not apply through the UCAS system.

The information provided to prospective students comprises -

- a) Course title and final award (certificate)
- b) Name of the awarding body i.e. the validating university
- c) Length of the course
- d) Start and end dates of the course
- e) Details of work and study placements
- f) Location of study i.e. campus
- g) Details of any accreditation by a professional, statutory or regulatory body (PSBR) e.g. General Osteopathic Council, British Association for Counselling and Psychotherapy
- h) Timetable information – if not available details of when information will be provided to students
- i) Entry requirements including arrangements for the recognition of prior learning or experience where applicable, additional requirements such as Disclosure and Barring Service (DBS) report etc.
- j) Overview of the course
- k) Course/academic year structure
- l) Details of modules/units including those that are mandatory and those that are options. Information will also be given about how and when decisions are made about which modules are to be offered in any year and how students will be advised of these matters.
- m) An overview of teaching and learning activities
- n) Indicative class sizes
- o) Details of taught hours and independent study required (workload)
- p) Support available for students i.e. learning and disability support that can be accessed by students
- q) Details of the teaching team wherever possible.
- r) Information about assessment and feedback arrangements on the course including informal (formative) and formal (summative) assessments.
- s) Details of the assessment components of each module/unit including how they contribute towards the final award if applicable.
- t) Tuition fees, other course-related costs if applicable.
- u) Accommodation arrangements and costs
- v) Financial support that is available to students.

Prospective students will be supplied with this information via

- e. The College website
- f. Offer letter(s) and related communications
- g. The Student Handbook – provided to students at induction

- h. On-programme course communications – typically provided to students by the Programme Leader
- i. ‘Weblearn’ (online Virtual Learning Environment – VLE)

The College will seek at all times to ensure that information on the College website is up-to-date. Appropriate website information maintenance arrangements are in place. The College will seek to ensure that information is up-to-date in time for the internal HE progression events that take place at the College in the Spring term.

Information provided by the College such as in presentations, in the prospectus, leaflets and brochures and on the College website, is accurate at the time of first disclosure. However, courses, College services and content of publications remain subject to change. Changes may be necessary to comply with the requirements of accrediting bodies or to keep courses contemporary through updating practices or areas of study. Circumstances may arise outside the reasonable control of the College, leading to required changes. Such circumstances include, industrial action, unexpected student numbers, significant staff illness (where a course is reliant upon a person’s expertise), unexpected lack of funding, severe weather, fire, civil disorder, political unrest, government restrictions and serious concern with regard to the transmission of serious illness making a course unsafe to deliver. After a student has taken up a place with the College, the College will look to give early notification of any changes and try to minimise their impact, offering suitable alternative arrangements or forms of compensation where it believes there is a fair case to do so.

## **28. THE COURSE OFFER – WITHDRAWAL OF MODULES/UNITS**

Wherever possible the College will make available the advertised modules/units to students. In the case of Pearson (Higher National) programmes where there are a very large number of potential optional units advertised in the programme specification, the most likely units to be offered will be described as set-out in 2.4 above.

It may not always be possible to make available the full diet of optional modules/units on a course because of changes in teaching staff availability, class size/group viability factors or timetabling constraints. Students will be advised of these changes at the earliest opportunity and when the modules/units might be offered at a future point.

## **29. WITHDRAWAL OF ADVERTISED PROGRAMMES**

When a programme of study is advertised on the College website, UCAS and other published channels including the higher education prospectus, the College will always seek to honour unconditional or conditional offers to applicants. In exceptional circumstances the College may be obliged to withdraw an advertised programme. The specific circumstances that will give rise to the withdrawal of a programme of study will be limited to a) course viability b) staff availability c) serious concerns regarding course quality or d) the absence of approval by the external validating partner.

The College is mindful of the serious consequences of the late withdrawal of an advertised course for applicants and it is not a decision that will be taken without extremely careful consideration and as a matter of the last resort. Such a decision will require the approval of the College Senior Management Team after all other options have been considered. In order to be fair to applicants and their future study options, the College will seek to make decisions about whether to close entry to a course at the earliest possible opportunity. Such a decision will be taken at the no later than the end of the summer term and earlier whenever possible.

When a higher education programme of study is to be withdrawn from offer all course applicants will be contacted in writing. The reasons for the withdrawal of the course offer will be clearly described. If possible, applicants will be given an alternative course offer at the College. If there isn't a suitable alternative or the student does not wish to take up the offered alternative, the College will endeavour to arrange a transfer to another suitable course at a neighbouring college or higher education institution. If the student has applied through UCAS, the student will be released to make an application elsewhere.

### **30. END OF VALIDATED PROGRAMME**

On rare occasions a higher education course with enrolled students may become no longer available. This could occur because: -

- a) the validating HEI partner has decided to cease to provide the validation for that course
- b) the College has decided to cease offering the course
- c) The College has decided to change the validation arrangements for the course

When a course is to be closed to new applicants, arrangements will be put in place to continue to deliver the course to continuing students until they have exited their programmes i.e. 'Teach out'. So that this process can be managed efficiently teaching will continue to be offered until the last cohort of students would normally have completed their course i.e. at the end of the third year for a three year degree programme. So that students who may have interrupted their studies because of properly authorised illness or deferral or who are retaking parts of a course are not unreasonably disadvantaged, 'teach out' will normally be extended by one further year i.e. 'teach out'+1 year.

When the validation arrangement for a course are to change and enrolled students have failed to complete their programme before the end of the 'teach out' or 'teach out + 1' arrangements, the College will endeavour to ensure that that any remaining continuing students can transfer to the new course. This will require the development of suitable 'articulation'<sup>5</sup> arrangements to be agreed between the validating partners of the old and new course.

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<sup>5</sup> Where students are admitted to a course with advanced standing recognising prior achievement from another course.

## **SECTION C: FEES, REFUND AND COMPENSATION POLICY**

All Higher Education students are responsible for all their fees and other charges. For undergraduates, in most cases, this will be funded by *Student Finance England (SFE)*. It is still, however, the responsibility of students to make the necessary application to SFE and to keep SFE informed of any changes. Please note that academic staff are not empowered to vary fees or agree payment schedules on behalf of the College. Students who have not paid their tuition fees by the due dates will be subject to sanctions and College debt management procedures.

### **31. WITHDRAWAL FROM A PROGRAMME OF STUDIES**

This applies to all undergraduate and postgraduate students. Students who withdraw from their programme of studies or who have an agreed absence, remain liable for a percentage of the fees for the remaining academic year as set out below. Any students thinking of withdrawing should discuss this with their programme leader and Advice and Guidance.

#### **Home/EU Students**

<b>Official course start date<sup>6</sup></b>	<b>Cut off period</b>	<b>Fee Liability</b>	<b>Refund</b>
<b>September - December</b>	Withdrawal within 3 weeks of the official start date	0%	100%
	Withdrawal after 3 weeks of the official start date but before the end of the Autumn term	25%	75%
	Withdrawal after the end of the Autumn term and before the end of the Spring term	50%	50%
	Withdrawal on or after the start of the Summer term	100%	0%
<b>January - March</b>	Withdrawal within 3 weeks of the official start date	0%	100%
	Withdrawal after 3 weeks of the official start date but before 3rd May	25%	75%
	Withdrawal after 3rd May but before 18th October	50%	50%
	Withdrawal on or after 18th October	100%	0%
<b>April - June</b>	Withdrawal within 3 weeks of the official start date	0%	100%
	Withdrawal after 3 weeks of the official start date but before 18th October	25%	75%
	Withdrawal after 18th October but before 7th February	50%	50%
	Withdrawal on or after 7th February	100%	0%

<sup>6</sup> The applicable dates are adjusted in the case of programmes that have alternative start dates.

1. Where the fees have been paid by the SFE, any refunds will be made direct to the SFE and not the student.
2. Where a student transfers to another course within the College, the fees paid for the original course will be transferred to the new course, subject to the rules set by SFE. Where the fee for the new course is higher than for the original course the balance of fees must be paid. There will be no partial refund if the fee for the new course is lower than the original course.
3. In the case of students who do not notify their programme leader (or Advice and Guidance) of their decision to withdraw, the date used for the official withdrawal date will be the date of the date of last attendance.
4. Where the course fees have been paid by a sponsor and the sponsored student leaves before the start of the course, the sponsor will be allowed to transfer the fees paid to a replacement student.
5. Applications for a refund of any fees for any other reason must be submitted in writing to the Deputy Chief Accounting Officer. All refunds must be approved by the Principal or her representative.

### **32. International Students**

International students will be charged an additional £500 to the tuition fees advertised by the college.

Refunds are not given to international students on a Tier 4 visa unless the student has approved extenuating circumstances (please refer to the extenuating circumstances policy on the student portal).

### **33. Non-Payment of Fees**

It is the responsibility of the student to ensure that their fees are paid either by a student loan, personal payment or employer (sponsor) payment. If you fall behind with an instalment plan, your employer fails to settle their invoice or you do not provide the required evidence to enable your student loan to be approved, the College has the right to:-

1. Withdraw a student from their programme of study at anypoint;
2. Withdraw access to student facilities such as IT, printers and other services;
3. Not present the student's results to the Assessment (Examination) Board;and
4. Suspend the student from attending until the necessary steps have been taken to ensure that their fees are repaid.

## **SECTION D: STUDENT WITHDRAWAL AND INTERRUPTION OF STUDY POLICY AND PROCEDURES**

Help and guidance is available to students who are thinking of withdrawing or interrupting from study.

**Withdrawal from studies** is when you have decided to discontinue your studies at the college and are sure that you cannot or have no intention of returning to continue your studies in the future.

**Interruption of studies** means that you are either considering or intending to interrupt or suspend study for a specific period of time, but that you intend to resume studies with the college at a future date which has been agreed by the college and if appropriate, your programmes validating Higher Education Institution. It is also recognised that an interruption to study could occur due to an outcome from an academic misconduct case.

Students considering withdrawing or interrupting should read the information in this document to gain a full understanding of the process, the implications of withdrawal or interruption, and also for sources of advice and support should you wish to discuss your options with an adviser.

Should you decide to interrupt or withdraw you will need to have a meeting with your tutor informing them of this decision. Your tutor will complete an online form (via Promonitor) stating why you would like to interrupt or withdraw from your programme of studies (including evidence uploaded). This form when completed will be sent centrally to the Head of Department, Director of Faculty and CIS to confirm that your decision has been accepted.

Students withdraw from the college or interrupt their studies for many reasons. Some students are unaware at the point they leave that there is a lot of help and support available from the college which may have enabled them to stay. Please take a moment and read through the support available below before you commit to withdrawing or interrupting, or call in to the advice and guidance centre for help.

### **34. WHO CAN I TALK TO ABOUT MY OPTIONS?**

#### **Student Welfare Service**

The college has student welfare officers you can talk to if you are feeling lost, unsure or homesick. You can also make an appointment with a college counsellor directly or through the student medical centre (room N17).

#### **Financial support**

If you are experiencing difficulties with money you can make an appointment to see a student finance adviser. The adviser can help you plan your budget, see if there is additional funding available if you are experiencing hardship and explain the effect of withdrawal or interruption on your student support. The student finance team are based in the Learning Resource Centre.

#### **Wrong course or programme?**

Perhaps you feel you have chosen the wrong course or programme of study? Your Personal Tutor or Programme Leader can help you, or you may prefer to speak to a careers adviser within the Advice and Guidance Team. It is worth remembering that academic and careers support are available before you make a final decision. The

Advice and Guidance team are based in the Skills Park Reception

### **Academic advice including study skills**

If you are struggling with the course the college can offer study skills advice in the Learning Resource Centre. If you have extenuating/mitigating circumstances that are impacting on your ability to study you can contact the Quality Office (room W56) for advice.

**Please note:** If you are planning to 'transfer' to another university there are limitations to the regulations governing students' entitlement to student support when transferring. You are advised to discuss these with your student support provider and student finance at the college.

## **35. IMPLICATIONS OF WITHDRAWAL**

Once you have made the decision to withdraw and had a meeting with your personal tutor, your record will be deactivated. Your finance record will be recalculated in line with the college policy to determine the fee due for the period you attended for. The relevant dates and percentages of fee payable are available in the HE Fees Refund Policy (see section C).

### **Students in receipt of government student support packages**

If you are in receipt of student support from Student Finance England or other regional equivalent, withdrawing from your studies has a number of consequences on your entitlement to student support.

We will notify your student support provider of your withdrawal. Upon reassessment of your entitlement, they will determine the appropriate tuition fee loan you are entitled to. The level of fee they will pay to us will depend on the date of your withdrawal. The college will not charge you a fee higher than the tuition fee loan entitlement.

You will also be reassessed in relation to your entitlement for maintenance loan and grants. If it is deemed that you have received too much support, you may be required to make a repayment as soon as possible. Any further support for the remainder of the year will be rescinded.

In addition, withdrawal would mean that, should you return to higher education in the future, you will be treated as a new student and will be assessed for the student support package available in the year you re-enter education, this will include the relevant new entrant fee. Furthermore, you will be assessed as having already utilised some of your student support entitlement which could affect the level of support you receive in the future. Guidance is available from the [student finance team](#).

### **Students who are self-payers or employer-sponsored**

Upon submission of withdrawal form (completed by your personal tutor), we will recalculate the fee due for the period of attendance. We will determine whether the account is settled, whether there is a refund due or whether there is still an outstanding balance. If the account is settled there will be no further action for you to take. If there is a refund due we will repay the funds in line with section C of this document, however if there is a balance due, you or your employer/sponsor will be required to make the payment as soon as possible to clear the account. Please note monies not paid by an employer/sponsor remain the liability of the student.

In addition, withdrawal would mean that should you return to higher education in the future, you will be treated as a new student and will be required to pay the new entrant rate tuition fee for the year of your return.

#### **Government Means Tested Benefits**

Students that withdraw from their studies are no longer considered students and so you may be eligible to apply for government means-tested benefits depending on your personal circumstances and you should check with the appropriate benefit office. Advice and information is available from the [student finance team](#).

#### **Implications for your visa (Tier 4 students)**

If you are a Tier 4 student, withdrawing or interrupting from your studies has implications for your visa. The college is required to report to UK Visas and Immigration (UKVI) if a Tier 4 visa student discontinues their studies, even if this is temporary. Students are expected to return home as UKVI will curtail the visa. To ensure your withdrawal/interruption complies with college and UKVI regulations you are required to make an appointment with the Student Finance Team, Learning Resource Centre. To make an appointment you can either call in person, or telephone 020 8394 3033.

We also recommend you book an appointment with a Student Finance Adviser in the Learning Resource Centre for advice about your immigration status.

#### **E-mail**

Your college e-mail account will be terminated once we have processed your withdrawal.

#### **College Student ID card**

Your college ID card must be handed in to the Advice and Guidance Centre when you leave the college and your student ID account will be terminated once we have processed your withdrawal.

#### **Library**

You must return all books on loan from the library and pay any fines that are due

#### **Student Oyster Card**

If you have a student discount Oyster card then Transport for London (TFL) will be informed that you are no longer a student, and the card will be made invalid by TFL.

### **36. WITHDRAWAL PROCESS**

After taking all this into consideration if you feel you still need to continue with withdrawing from your programme of study, you should discuss it with your personal tutor who will complete the withdrawal form (via Promonitor) giving your details and the reason(s) why you wish to leave.

**Note that students studying for an award of a validating Higher Education Institution (e.g. Kingston University, University of Greenwich University of West London must also complete the withdrawal process with that institution which is the student's responsibility.)**

**IT IS VERY IMPORTANT THAT YOU DO MORE THAN SIMPLY STOP ATTENDING.**

## **37. IMPLICATIONS OF INTERRUPTION**

### **When should I return to study?**

You would normally be expected to return to your studies at the start of the next academic session. If you require an extension to your period of interruption i.e. for another academic year, you should seek advice from your personal tutor or your programme leader to see if this is going to be permissible, your student support provider and student finance at the college as this may affect the type of student support that you are eligible for and the rate of tuition fee that you are required to pay.

Once you have made the decision to interrupt your studies and had a meeting with your personal tutor, your record will be suspended. Your finance record will be recalculated in line with the college policy to determine the fee due for the period you attended for. The relevant dates and percentages of fee payable are available in section C of this document.

### **Students in receipt of government student support packages**

We will notify your student support provider of your interruption. Upon reassessment of your entitlement, they will determine the appropriate tuition fee loan you are entitled to. The level of fee they will pay to us will depend on the date of your interruption. The college will not charge you a fee higher than the tuition fee loan entitlement.

You will also be reassessed in relation to your entitlement for maintenance loan and grants and future payments will be suspended. If it is deemed that you have received too much support, you may be required to make a repayment as soon as possible.

Upon your return to your studies you would normally be entitled to receive the same student support package that you were in receipt of prior to your interruption. This would include your tuition fee rate. You will however, be assessed as having utilised a year of your student support entitlement. You would normally be expected to return to your studies at the start of the next academic session. If you require an extension to your period of interruption i.e. for another academic year, you should seek advice from your personal tutor or your programme leader to see if this is going to be permissible and your student support provider and student finance at the college as this may affect the type of student support that you are eligible for and the rate of tuition fee that you are required to pay.

If you are in receipt of student support from Student Finance England or other regional equivalent, interrupting from your studies has a number of consequences on your entitlement to student support.

### **Students who are self-payers or employer sponsored**

Upon your return to your studies you would normally be entitled to continue to pay the relevant fee band you were paying prior to your interruption. You would normally be expected to return to your studies at the start of the next academic session. If you require an extension to your period of interruption i.e. for another academic year, you should seek advice from your personal tutor to see if this is permissible.

Upon submission of the relevant form (completed by your personal tutor), we will recalculate the fee due for the period of attendance. We will determine whether the account is settled, whether there is a refund due or whether there is still an outstanding balance. If the account is settled there will be no further action for you to take. If there is a refund due we will repay the funds in line with section C of this document. If however there is a balance

due, you or your employer/sponsor will be required to make the payment as soon as possible to clear the account. Please note monies not paid by an employer/sponsor remain the liability of the student.

### **Government means-tested benefits**

Students that interrupt from their studies are considered to still be students and so are not eligible to apply for government means-tested benefits, unless there is already an underlying eligibility for example, some single students with children. If you are considering interrupting for financial reasons it is imperative that you seek advice from student finance at the college.

### **Implications for your visa (Tier 4 students)**

If you are a Tier 4 student, withdrawing or interrupting from your studies has implications for your visa. The college is required to report, to UK Visas and Immigration (UKVI) if a Tier 4 visa student discontinues their studies, even if this is temporary. Students are expected to return home as the Home Office UKVI will curtail the visa. To ensure your withdrawal/interruption complies with college and UKVI regulations you are required to make an appointment with the Student Finance Team, Learning Resource Centre. To make an appointment you can either call in person, or telephone 020 8394 3033.

### **Implications for your finances**

Upon submission of the relevant form, we will recalculate the fee due for the period of attendance. We will determine whether the account is settled, whether there is a refund due or whether there is still an outstanding balance. If the account is settled there will be no further action for you to take. If there is a refund due we will repay the funds in line with section C of this document. If however there is a balance due, you or your sponsor will be required to make the payment as soon as possible to clear the account.

### **E-mail**

Your college e-mail account will be suspended once we have processed your interruption to studies.

### **College Student ID card**

Your college ID card must be handed in to the Advice and Guidance Centre when you leave the college and your student ID account will be terminated once we have processed your interruption.

### **Library**

You must return all books on loan from the library and pay any fines that are due.

### **Student Oyster Card**

If you have a student discount Oyster card then Transport for London (TFL) will be informed that you are no longer a student, and the card will be made invalid by TFL.

### **Interruption of study process**

After taking all this into consideration if you feel you still need to continue with interrupting your programme of study, you should discuss it with your personal tutor who will complete the interruption of study form (via Promonitor) giving your details and the reason(s) why you wish to interrupt. Note that students studying for an award of a validating Higher Education Institution (e.g. Kingston University, University of Greenwich) must also complete the interruption process with that institution (available on their websites) which is the student's responsibility.

**IT IS VERY IMPORTANT THAT YOU DO MORE THAN SIMPLY STOP ATTENDING.**

## **38. COMPENSATION POLICY**

In a very small number of exceptional cases it may be necessary to withdraw the offer of a place on a higher education course. The circumstances that could give rise to this situation include: a) course viability; b) staff availability; c) serious concerns regarding course quality; and d) the absence of approval by the external validating partner. Section 31 describes the steps that the College will take to mitigate the possibility of such a situation arising.

Where it has not been possible to provide suitable alternative arrangements and as described in the Student Protection Plan (SPP), the College will consider the provision of compensation in respect of maintenance costs and lost time where it is not possible to preserve continuation of study and/or tuition fees and maintenance costs where students have to transfer courses or provider and these are not otherwise provided for by the usual arrangements. Such requests for compensation are made on an individual basis by writing to the Academic Registrar at the College address.

## **APPENDIX A: Glossary of Terms**

### **Academic Year / Session**

This refers to a particular year of study and normally will comprise of three terms. Details of term dates can be found on the college website.

### **Accreditation or Recognition of Prior Learning (APL/RPL)**

The Accreditation or Recognition of Prior Learning (APL/RPL) is a process for assessing prior learning from which a credit-value is derived (whether certificated or experiential learning). This credit can be counted towards the completion of a programme of study.

### **Advice and Guidance Centre**

There is an Advice and Guidance Centre on campus offering students access to guidance, information and advice on all aspects of student administration, welfare and support.

### **Appeal Regulations / Procedures**

College or Validating Higher Education Institution regulations governing an appeal by a student against a decision of the Progression and Award Board (academic appeals), Fitness to Practice Panel and Academic Misconduct Panel or against exclusion from a programme of study because of lack of academic progress.

### **Approved Sponsor**

An approved sponsor is permitted to pay tuition fees on behalf of a student. The college will accept letters from approved sponsors such as Local Education Authorities, government departments or employers as a form of guarantee that fees will be paid. Letters of sponsorship from individuals (i.e. parents, relatives, friends etc.) are not acceptable. Please note students are ultimately responsible for any fee payment not made by the approved sponsor.

### **Credits**

Each module is defined in terms of the number of credits obtained by a student who successfully achieves the learning outcomes through the assessment task(s).

### **College Student ID card**

Student identity card issued by the college at registration.

### **Department**

A programme or group of programmes in the college specialising in one or several fields of study.

## **Fees**

The tuition fees charged for full-time and part-time modules/programmes, as specified on the college website, which is updated annually.

## **Final Award**

The final outcome of your study, as conferred by the Progression and Award Board (PAB).

## **Formal Compliments Suggestions and Complaints Procedure**

The Formal Compliments Suggestions and Complaint Procedure outline the processes and guidance for dealing with complaints.

## **Full-time Student**

A student who is studying a normal workload of 120 credits within an academic session.

## **Higher Education Achievement Record (HEAR)**

The Higher Education Achievement Report (HEAR) provides a single comprehensive record of a learner's achievement

## **Intellectual Property**

Any patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

## **Mode of study**

The mode of study of a student describes the student's attendance on a programme of study. It can be full-time or part-time. Each programme of study is validated for certain modes of study.

## **Modules**

A module of study. These are the basic components of your programme. Each module has its own self-contained learning outcomes, teaching programme and assessment criteria. A module has an intended difficulty (level) and a value depending on the programme of the student (credit).

## **Named Award**

The title and type of award for which you are studying.

**Part-time Student**

A student who is studying a maximum workload of 90 credits within an academic session.

**Programme Leader**

The academic staff member responsible for managing the programme.

**Programme / Programme of Study**

A programme or programme of study is the curriculum followed by an individual student to meet the requirements of a named award, ie a collection of validated modules which leads to a named award or awards. The programme of study should satisfy the requirements set out in the Academic Regulations.

**ProMonitor**

The college software facility by which students can use the internet to view and update certain parts of their student record.

**Validating Higher Education Institution**

A University with which the college has associated institution/college status. The University is the awarding body for a programme of study which is approved for delivery at the college, as an award of the University using the University protocols