



# Conditions of Registration 2022/23

(Apprentices)

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## Summary of Conditions

The Conditions of Registration 2022/23 (Apprentices) set out the terms and conditions (“Conditions”) that apply to:

- (i) registration for undergraduate and postgraduate taught modules and qualifications studied as part of an Apprenticeship Programme with The Open University; and
- (ii) the study of an Open University qualification as part of an Apprenticeship Programme.

These Conditions set out the terms of the agreement between you and The Open University. They also reference other policies, procedures, guidance documents, The Open University regulations and codes of practice listed in [Related Documentation](#). Together with the Apprenticeship Registration Agreement and Funding Rules specific to the Nation in which you are studying, these documents set out the details of your rights and obligations as a Student of The Open University.

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### Summary of significant changes since last version

There are a number of significant changes from the previous version of this document Conditions of Registration (Apprentices) 2021/22. These are:

- a) Professional Development (PD) courses added to the ‘out of scope’ section.
- b) Related documentation list updated to incorporate the Academic Conduct Policy and move Fitness to Study as a document that governs your study.
- c) New Sections added entitled “Commitment to Equality, Diversity and Inclusion at the Open University” and “Safe Space Reporting”.

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- d) Section A2 “Additional condition for disclosure of legal restrictions and conditions” has been amended to the latest advice regarding the requirement to disclose unspent criminal convictions at the point of registering to study at The Open University (A2.1); students who are currently, or become subject to a Her Majesty’s Prison and Probation Service (HMPPS, or other criminal justice agency) licence, Court Imposed Order or similar relevant condition/restriction imposed by a court or by an authorised body (A2.2); information regarding disclosure of ‘spent’ convictions (A2.4); consequences of non-disclosure (A2.5); and specific requirements for module(s) linked to a particular profession, with additional criteria governed by professional, statutory, and regulatory bodies (PSRBs: A2.6).
- e) Clauses A6.1 and D1.1 amended to include references to being a registered and current Open University Student.
- f) Clause A6.4 amended to add a reference to the [Gender Identity Policy and Guidance](#).
- g) Within A7.3, removal of sub-clause a)i which referenced the suspension or cancellation of registrations and enrolments where either too few or too many Students have registered or enrolled for the module to enable The Open University to provide an appropriate learning experience and/or assessment opportunity in order to meet the learning outcomes of the module and/or accreditation requirements. Subsequent renumbering of section.
- h) Clarification within clause A7.6.3 to describe administration of a waiting list.
- i) Addition of clause A7.7 b)(v) to describe teach out arrangements where accreditation or validation of a qualification is withdrawn or not renewed.
- j) Amendments to Section A9 “Student Discipline” to reference Academic Conduct.
- k) References to Alternative Learning Experiences changed to ‘online schools’ in clauses C3.2-C3.4, and the Glossary.
- l) Addition of two new sub-clauses: E2.1 j) regarding failure to disclose legal restrictions under Section A2. Addition of reference to carrying out a fraudulent action.

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- m) Addition of new Section F4 “The Computing Policy and Social Media Policy”.
- n) Amendment to Section G3 to reference removal of access to StudentHome if registration status has lapsed.
- o) Addition of new section J, “Affiliation with third party organisations”.
- p) Glossary updated: Reference to ‘Accredited Qulaification’, ‘Apprenticeship Enrolment and Support Team (AEST)’, ‘Case Conference Panel’, ‘Online school’.
- q) Amendments to ‘Further clarification’ section.
- r) Amendment to Appendix Ap 1.1 to describe the process of disclosure of an unspent conviction and to include two new offences.

## Conditions of Registration superseded by this document

This document replaces the previous version of [Conditions of Registration 2021/22 \(Apprentices\)](#).

## Scope

### What this document covers

These Conditions of Registration apply to:

- (i) registration for undergraduate and postgraduate taught modules and qualifications studied as part of an Apprenticeship Programme with The Open University; and
- (ii) the study of an Open University qualification as part of an Apprenticeship Programme.

These Conditions apply to your registration and study of an Open University qualification as part of an Apprenticeship Programme which start in the academic year 2022/23 (which runs from 1 August 2022 to 31 July 2023).

For a qualification which started before 1 August 2022 or is due to start after 31 July 2023 you should refer to the Conditions of Registration (Apprentices) for the relevant academic year in which you commenced study.

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Students studying particular courses should also refer to their respective Conditions of Registration: Supplementary Agreements for the appropriate academic year as follows:

- Apprenticeships in Nursing: Conditions of Registration: [Supplementary Agreement \(Nursing\)](#).
- Apprenticeships in Social work: Conditions of Registration: [Supplementary Agreement \(Social Work\)](#).
- Apprenticeships in Policing: Conditions of Registration: [Supplementary Agreement \(Policing\)](#).

This document may be updated throughout the year to correct errors, improve clarity or accessibility, or to reflect changes in legal or regulatory requirements. If these amendments occur after you have registered, you will be notified by email of any significant changes to this document.

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## What this document does not cover

These Conditions do not apply to the following groups of Students and Learners:

- a) Students studying non-apprenticeship modules or qualifications
- b) Postgraduate Research Students (PGR programmes)
- c) Those studying free courses on OpenLearn or FutureLearn
- d) Those studying Short Courses. Please refer to the [Conditions of Registration \(Short Courses\)](#)
- e) Those studying a Vocational Qualification. Please refer to the [Conditions of Registration \(Vocational Qualifications\)](#).
- f) Those studying a Microcredential. Please refer to the [Terms and Conditions \(Microcredentials\)](#)
- g) Those studying Professional Development (PD) courses. Please refer to the [Terms and Conditions of Registration: Professional Development courses](#)
- h) Those studying Higher Technical Qualifications (HTQs).

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## Related Documentation

Refer to the following documentation in conjunction with this document:

### Documents that govern your study:

- [Academic Conduct Policy](#)
- [Academic Regulations 2022/23 \(Apprentices\)](#)
- Any registration documentation which governs your Apprenticeship Programme as specified by your Apprenticeship Programme Funding Provider. For relevant documents please ask your [Apprenticeship Enrolment and Support Team \(AEST\) or equivalent contact](#), or the equivalent contact team for the Nation in which you will be studying (see [Further Clarification](#) section for contact details).
- [Code of Practice for Student Discipline](#)
- [Conditions of Registration \(Apprentices\) 2021/22 Redundancy Policy Appendix](#)
- [Disability Discrimination Act 1995 for Northern Ireland](#)
- [Equality Act 2010 for England Scotland and Wales](#)
- [Fitness to Practise Policy](#): Students studying programmes such as Nursing, Nursing Associate, Social Work, Policing and PGCE in particular should familiarise themselves with The Open University's [Fitness to Practise Policy](#) and the effect this policy may have on their future and/or continued employment.
- [Fitness to Study Policy](#)
- [Student Complaints and Appeals Procedure](#)

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## Information and Guidance:

- [Code of Practice for Student Assessment](#)
- [Policy for the admission of applicants under the age of 18](#)
- [Safeguarding Policy – Protecting children and vulnerable adults](#)
- [Social Media Policy](#)
- [Student Computing Policy](#)
- [Student Privacy Notice \(Full and Apprenticeship versions\)](#)
- [Student Protection Plan](#)
- Funding Rules, examples of which may include:
  - Apprentices in England: Education and Skills Funding Agency (ESFA)
  - Apprentices in Scotland: Skills Development Scotland (SDS)
  - Apprentices in Northern Ireland: Department for the Economy (DfE)
  - Apprentices in Wales: Higher Education Funding Council for Wales (HEFCW)

The full suite of Open University policies are available on the [Student Policy and Regulations website](#).

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## The Open University Student Charter Values

This document aligns specifically with the following [Open University Student Charter](#) Values:

1. We treat each other with courtesy and respect, respecting the rights of individuals to hold different beliefs and views and to express them appropriately.
2. We value diversity and challenge inequalities and we are stronger for doing so.
4. We communicate with each other in ways which are clear, relevant, accurate and timely.

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7. We act ethically and transparently, providing and making use of fair and open means to deal with our concerns and grievances, learning from them.
  9. As Students, we share the responsibility for learning and make a commitment to study and research using the resources and support services available, upholding the highest standards of academic integrity.
  10. As staff, we each play our role in enabling high quality learning and advancing knowledge and understanding through research and scholarly activity, ensuring every student is supported.
  11. We work to maintain and enhance the standards and reputation of our University recognising the contributions that all members make to its success.
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## **Commitment to Equality, Diversity and Inclusion at The Open University**

Policies are inclusive of all Open University Students, Learners, Enquirers and Alumni, regardless of age, civil status, dependency or caring status, care experience, disability, family status, gender, gender identity, gender reassignment, marital status, marriage and civil partnerships, membership of the Traveller community, political opinion, pregnancy and maternity, race, religion or belief, socio-economic background, sex, sexual orientation or trades union membership status.

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## **Safe Space Reporting**

The Open University is committed to creating a diverse and inclusive environment in which everyone feels safe and is treated with dignity and respect. Unlawful discrimination of any kind across The Open University will not be tolerated. Safe Space Reporting is available through [an online tool](#) through which staff, students, learners and visitors are encouraged to report incidents of assault, bullying, harassment, hate crime, or sexual harassment. It also provides information about what you can do if these incidents happen to you, or to someone you know, and where you can find support.

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# Introduction

## About these Conditions of Registration

These Conditions of Registration reference other policies, procedures, guidance documents, Open University regulations and codes of practice listed in [Related Documentation](#). Together with the Apprenticeship Registration Agreement and Funding Rules specific to the Nation in which you are studying, these documents set out the details of your rights and obligations as a Student of The Open University.

For the purposes of these Conditions of Registration and some other associated policies, you will be referred to as a Student of The Open University. As a Student studying an Open University qualification as part of an Apprenticeship Programme, you may also be referred to as an 'Apprentice' and as a 'Learner'. When you register to study with The Open University you are entering into a legal agreement with us which places legally binding obligations on each of us.

You should make sure that you understand what is expected of you and what you can expect from us. If there is anything in the Apprenticeship Registration Agreement, in these Conditions, or in any of the documents that are referred to that you do not understand, or that you wish to discuss, please [contact the Apprenticeship Enrolment and Support Team \(AEST\) or equivalent contact](#). You should also check the Registration Agreement carefully before you submit it to make sure that all of the details are correct.

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## Summary of the main terms of the contract between us

This section sets out a summary of the main terms of your contract to study for an Apprenticeship Programme with The Open University. The full terms are set out throughout this document and in the other policy and regulatory documents referred to within this document.

- 1) This is a legally binding agreement between you and The Open University, to study an Open University qualification as part of an Apprenticeship Programme
  - a) You have a right to withdraw from your apprenticeship at any time, however this may affect your employment.
  - b) You agree to provide evidence of achievement of Functional Skills (English and Maths) at the level necessary where required by your Apprenticeship Programme, or to undertake the learning and examinations to achieve this level within the required timeframe specified by The Open University for the Nation in which you are studying. If you need further guidance please contact [the AEST or equivalent contact](#).
- 2) There may be costs of study in addition to your tuition fees (for example, transport to an examination centre) and other charges (for example, the accommodation fee for a residential school) which your Employer will have to pay for you to complete your studies successfully.
- 3) We will use your personal information to maintain your Student record, to provide support for your studies and for other facilities which will include the End Point Assessment. Please see the [Student Privacy Notice](#) and [Apprenticeship Privacy Notice](#) for more information. We will only share your information with others in accordance with our Privacy Notices.
- 4) We will provide you with module and assessment materials, learning support, and tuition, and assessment materials and learning support which are described in the module descriptors.
- 5) You agree to study the qualification, make reasonable use of the support provided and to carry out the assessment activities as required for your apprenticeship.

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- 6) There is no guarantee of academic success. The Open University will use its academic judgement to decide whether you have met the learning outcomes for each module that you are studying.
- 7) In order to pass a module, you may have to pass both a coursework assessment and an examination or end of module assessment. In some circumstances you will be given an opportunity to resit the examination or resubmit the end of module assessment, but your mark may be capped at the minimum pass mark. Further information is available in the [Academic Regulations 2021/22 \(Apprentices\)](#).
- 8) The Open University will make modules available to enable you to achieve your apprenticeship qualification. There is no guarantee that all modules that are available at the time of your registration will remain available for the duration of your studies and we may, in certain circumstances, make changes to or withdraw curriculum. If we do, we will give you notice and a reasonable opportunity to complete the qualification, as per our [Student Protection Plan](#). If you or your Employer no longer wish to continue with the new module, you would need to withdraw from the Apprenticeship Programme.
- 9) As an Apprentice, you cannot change your qualification within the Apprenticeship Programme itself, unless expressly agreed by your Employer, The Open University, and the Funding Rules of your Funding Provider (if applicable). This may have implications on your eligibility to continue with the Apprenticeship Programme. Please contact [the AEST or equivalent contact](#) to discuss any changes.
- 10) If you register for a qualification or any modules outside of the Apprenticeship Programme, you will be liable to pay module fees as governed by the [Fee Rules](#), and must abide by all other regulations applicable to Open University Students, including the standard [Academic Regulations \(Taught Courses\)](#). The regulations that will apply to your qualification will be those in force at the date you register for the further qualification or module(s).

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- 11) The Open University can apply conditions to your study or cancel your registration if it is reasonably necessary to do so for reasons of health, safety and welfare of yourself or others, or to comply with statutory responsibilities.
- a) There may be some exceptional circumstances in which we are unable to provide the module that you have registered or enrolled for, but we will provide you and your Employer with advice and guidance, and a reasonable alternative.
- 12) You agree to undertake the End Point Assessment for your Apprenticeship where applicable.
- 13) The Open University can [end your registration](#) if you or your Employer:
- a) has provided us with false or misleading information;
- b) has not done something you were required to do to as a condition of your registration;
- c) does not pay your fees when they become due (Funding Provider in Scotland);
- d) are found to have committed a serious breach of the [Code of Practice for Student Discipline](#) or any breach of restrictions placed on your access to study.
- 14) You will be given an Open University computing account, which you must use responsibly and in accordance with the [Student Computing Policy](#).
- 15) You must provide us with your contact details and keep them up to date.
- 16) We will communicate with you by email, through [StudentHome](#) and other Open University websites. It is your responsibility to check for messages regularly.

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## Section A: Your agreement to register as a Student

### A1. The terms of the agreement

- A1.1 When The Open University formally accepts in writing, by letter or by email, your application to register to study with The Open University, you as the Student and The Open University are entering into a legal agreement with each other.
- a) The Conditions make reference to other policies, guidance documents and codes of practice listed in [Related Documentation](#). Together with the Apprenticeship Registration Agreement and Funding Rules specific to the Nation in which you are studying, these documents set out the details of your rights and obligations as a Student of The Open University.
  - b) In addition, as you are registering for a qualification to which vocational requirements apply, you may also be required to enter into a supplementary agreement with The Open University. Any such agreement will form part of these Conditions and must be read in conjunction with them. In some circumstances, you will also be required to enter into a separate agreement with your Employer, placement provider, professional body or other relevant third party.
  - c) In addition, if you will be under the age of 18 on the start date of your qualification, you will only be accepted as a Student if you are permitted to study in accordance with the [Policy for the admission of applicants under the age of 18](#). Your registration or enrolment will be subject to any specific arrangements in connection with the proposed study that were taken into account in giving permission to study and to any additional terms or conditions required under [Section A3 'Additional conditions to comply with statutory responsibilities'](#) below.
  - d) If, at any time, any Open University employees or agents have agreed anything inconsistent with the Conditions, the Conditions will take priority, unless formally agreed in writing by The Open University.

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- e) The Open University Senate may change rules, regulations, policies and procedures in the circumstances set out in Section B of the [Academic Regulations 2021/22 \(Apprentices\)](#). The Senate gives reasonable notice of changes to the regulations and rules, and the date they take effect. You will be informed of any such changes as set out in Section B of the [Academic Regulations 2021/22 \(Apprentices\)](#), and these Conditions will incorporate and be subject to changes that take effect during the period for which these Conditions apply.
- f) The applicable Funding Rules are subject to the regulations of the Nation in which you are studying.
- g) These Conditions, and other Open University policies and rules referred to herein shall be governed and interpreted in accordance with the laws of England and Wales, and all disputes arising from these documents or in relation to them shall be subject to the exclusive jurisdiction of the English courts.

## **A2. Additional condition for disclosure of legal restrictions and conditions**

- A2.1 Students who have an unspent criminal conviction (as listed within Appendix Ap 1.1), are required to disclose this unspent conviction at the point of registering to study at The Open University. Disclosure of an unspent conviction will not result in an automatic cancellation of registration or exclusion from the University; however, this may mean that The Open University is unable to accommodate your study, or that we need to place specific conditions or restrictions on study, for example exclusion from University face to face events and / or online activity. If you are unsure of whether your criminal conviction is spent, please contact the Community Support Team, Students in Secure Environments.

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The nature of the offence and all relevant information pertaining to the conviction will be considered in order to determine whether The Open University considers there to be any risk of harm to the wider University community and/or make adjustments to the course of study that mitigates risks for both the Student and the Open University community. This assessment will be undertaken in accordance with The Open University's [Community Support Framework](#) which considers our responsibilities to the University community of staff and students, and to events where we engage with the wider general public. Further information on criminal convictions is available from the Community Support Team, Student in Secure Environments.

A2.2 Students who are currently, or become subject to a Her Majesty's Prison and Probation Service (HMPPS or other justice agency) licence, Court Imposed Order, or similar relevant condition/restriction imposed by a court or Criminal Justice Agency must also make The Open University aware immediately of any conditions that may prevent them from fully engaging with their course and the wider University community.

Any disclosure will be managed by The Open University Students in Secure Environments Team (SiSE). This disclosure helps (SiSE)s support Students in complying with any conditions while studying with The Open University, and fulfils our safeguarding obligations. This includes those subject to Sex Offender Registration and Sexual Harm Prevention Orders (in the United Kingdom; or equivalent Orders for outside of the United Kingdom).

A2.3 In circumstances where legal restrictions and conditions make a Student's first choice of course impractical, The Open University will undertake to make reasonable adjustments and suggest alternative programmes of study where available.

A2.4 Students applying to The Open University are not required to disclose a conviction which is 'spent' unless clause A2.6 applies. An applicant who is unsure whether their conviction is 'unspent' and therefore needs to be disclosed can seek advice from the Community Support Team, Students in Secure Environments.

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- A2.5 Failure to disclose information regarding relevant unspent criminal convictions that you are currently subject to, or become subject to during your studies, may involve an investigation which will consider disciplinary procedures, and may be deemed a disciplinary offence in line with these Conditions of Registration (see Section A9: Student Discipline; and Clause AP2.1: Failure to disclose legal restrictions and conditions), and the Code of Practice for Student Discipline (see Sections SD1.4c and SD1.3b). Any failure to disclose may therefore have an impact on your continued study with The Open University (see Section E2: The Open University's right to cancel your registration or enrolment).
- A2.6 If you are applying to study a module linked to a particular profession, there may be additional criteria governed by professional, statutory, and regulatory bodies (PSRBs) with regards to criminal convictions (as listed within Appendix Ap1.1), including some which are spent. Such professional programmes will require a satisfactory Disclosure and Barring Service (DBS) check as a condition of offer. Students accepting an offer on those programmes are not required to make a self-disclosure, as any adverse information disclosed by the DBS will be considered in accordance with the requirements and policy for the programme for which the DBS check is required.
- A2.7 The Open University provides services to give specialist advice and support to Students entering our student community from many different backgrounds. Students coming to The Open University with a spent or unspent conviction may find it useful to connect with these services and gain additional support as part of their study with us. Any disclosure to use a service (e.g. careers advice) is dealt with confidentially, and you will only be asked for the information relevant to the service you require. If appropriate, a referral will be made to the Community Support Team who will be able to provide further guidance and support if your disclosure impacts on your study.

For further guidance on disclosure please refer to the [Appendix](#), our [Supporting Students in Secure Environments web pages](#) or contact [Community Support, Students in Secure Environments](#).

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### **A3. Additional conditions to comply with statutory responsibilities**

- A3.1 The Open University may impose conditions or vary the terms on which you study and/or access services and facilities. Action may be taken if, in the opinion of The Open University, it is reasonably necessary to do so in order to comply with its duties to protect the health and safety of Students, staff, contractors and members of the public.
- A3.2 Conditions may be imposed, or terms may be varied by The Open University, in order to meet its duties with respect to the safeguarding of young persons or vulnerable and protected adults, or in order to comply with its obligations under the Equality Act 2010 in England, Scotland and Wales, the Disability Discrimination Act 1995 for Northern Ireland or any other statutory duty or obligation.
- A3.3 In order to fulfil The Open University's Safeguarding duty (in line with the [Safeguarding Policy](#) and [Section G5](#)), Open University employees or agents have a statutory obligation to disclose relevant information to the internal Safeguarding team or external parties (for example, Child and Adult Protection Services, or the emergency services).
- A3.4 In order to fulfil The Open University's Prevent duty (in line with [The Open University Prevent Principles](#)), Open University employees, Students or agents have a statutory obligation to report concerns that an Open University staff member or Student is at risk of being drawn into terrorism to The Open University Prevent team for investigation.

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## A4. Registration

A4.1 The Apprenticeship Registration Agreement will come into force when we confirm formally in writing, by letter or by email, that we have accepted your application to register. Your application to register as an Apprentice at The Open University is subject to you satisfying the University of the following:

- a) you have met the general requirements for registration as set out in Section C of the [Academic Regulations 2022/23 \(Apprentices\)](#);
- b) you have met any requirements for enrolment for any module as set out in Section D of the [Academic Regulations 2022/23 \(Apprentices\)](#);
- c) you have met the eligibility criteria as set out by the Funding Provider;
- d) you have met the requirements for registering for an Apprenticeship set out in the specific regulations governing your qualification in the Nation in which you are studying;
- e) your Employer or Funding Provider has paid the relevant fees;
- f) unless exceptional permission has been obtained, the module and/or qualification is available for study in the country in which you are resident;
- g) if you are under 18, you are accepted to study under the [Policy for the admission of applicants under the age of 18](#); and
- h) if applicable, you have disclosed any legal restrictions or conditions under Condition A2 above.

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## A5. Residence requirements

Please refer to the Funding Rules applicable to the Nation in which you are intending to enrol on an apprenticeship. These are available through [the AEST or equivalent contact](#).

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## **A6. Personal information**

- A6.1 The personal information which we have collected from you is shown in the profile section of your [StudentHome](#) website (whilst you are a current Open University Student). We also keep records of your contact with us and your participation in learning activities.
- A6.2 When you register to study with The Open University, the personal information that you have supplied will be used and processed in accordance with the [Student Privacy Notice and Apprenticeship Privacy Notice](#). This may include using your personal information, together with the records we will keep of your participation in learning activities, to provide support to you in your studies.
- A6.3 We use the information that we hold in our records to process your registration, to keep in touch with you, to support you in your studies and to provide services and facilities, so it is important that it is correct. It is your responsibility to keep your personal information up to date and to notify us of any changes or errors. You must notify us within a reasonable time if you change your name, the country where you are resident or ordinarily resident, your employment/Employer or any of your contact details. If you do not notify us of any changes or errors to your personal information, this may impact upon your ability to continue studying with The Open University in line with Clause E2.1(a). Details of how you may change any of your personal information are set out on [StudentHome](#). We may require you to provide satisfactory evidence of any change before our records will be updated. Further details of when evidence may be required and what evidence will be accepted are also included in the information on [StudentHome](#).

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A6.4 If you are awarded an Open University qualification, any certificate in respect of that qualification will be issued in the name that we hold in our records at the point when your qualification is conferred. A certificate will not be amended or reissued in a different name if a change of name is notified after the date your qualification is conferred except in the case of an error by The Open University in recording your personal details, or if a valid request is made under the Gender Recognition Act 2004 in conjunction with the [Gender Identity Policy and Guidance](#), or if an application for a change of name on public safety grounds has been approved by The Open University. Any duplicate certificate issued will be in the same name as the original certificate (unless amended as above), even if a change of name may subsequently have been notified.

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## **A7. Our right to make changes**

A7.1 The [Academic Regulations 2022/23 \(Apprentices\)](#) sets out in Section B the circumstances in which The Open University may make changes to regulations, rules, curriculum or qualifications. The Open University's [Student Protection Plan](#) outlines the reasonable measures we will take to support continuation of your study should we make changes to or withdraw modules, qualifications, study routes or whole disciplines or changes to circumstances which affect your study. The following paragraphs outline the circumstances in which The Open University may make changes to these terms or our educational services.

### **A7.2 Circumstances outside our control**

The Open University will take all reasonable steps to provide the educational services that you have registered or enrolled to receive. There may be circumstances outside of our control where we are unable to provide those services in full or in part for reasons such as fire, flood, pandemic, terrorist acts or industrial disputes. Where those, or similar circumstances arise, we will minimise disruption so far as we are reasonably able to and, wherever practicable, will provide you with reasonable alternative arrangements to continue with your studies.

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### **A7.3 Maintenance of academic standards**

- a) The Open University may suspend or cancel registrations and enrolments for a module where it is unable to guarantee academic standards at the start date of the module:
- i) in the case of the first presentation of a module only, where notice has been given during the registration process that the module is under development or subject to accreditation or validation, and The Open University is unable to guarantee that the appropriate academic standards will be met or that any relevant accreditation or validation will be secured by the time the module starts; or
  - ii) for any other module, there has been an unforeseen development in the subject area, teaching or assessment methods since registration opened for that academic year that requires significant change in order to maintain the currency or academic standards of the module or the academic reputation of The Open University that The Open University is not reasonably able to make before it starts; or
  - iii) there has been an unforeseen withdrawal of accreditation or validation for a module since registration opened for that academic year that The Open University is unable to resolve before the module starts.
- b) The Open University will make all reasonable efforts to inform you of any such changes as early as possible and to provide reasonable alternative arrangements wherever practicable to do so.

### **A7.4 Short-term changes to learning, teaching and assessment arrangements**

The Open University may have to postpone, re-locate, re-structure or cancel tutorials, forums, day schools, residential schools and other teaching sessions, assessments or examinations due to the occurrence of an event or circumstance beyond its reasonable control including, but not limited to, industrial action, whether on the part of the University's staff or otherwise, short notice absence of teaching or other staff, or short notice unavailability of premises, facilities or materials. The Open University will make all reasonable efforts to inform you of any such changes as early as possible and to provide reasonable alternative arrangements wherever practicable to do so.

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## **A7.5 Changes to Modules**

- A7.5.1 The Open University will not normally make changes to a module for Students who are enrolled on that module.
- A7.5.2 A change to a module on which you are enrolled will normally only be made if the change is required immediately in order to correct a significant error or omission, as the result of a legal or regulatory requirement or in order to meet the requirements of a validating or accrediting body.
- A7.5.3 Where a change is made to a module on which you are enrolled, you and your Employer will be given as much notice as possible of the change. If you or your Employer no longer wish to continue with the new module, you will need to withdraw from the Apprenticeship Programme ([see Section E1](#)).
- A7.5.4 Modules on which Students are not yet enrolled may be changed or withdrawn at short notice.

## **A7.6 Limiting places available for registration**

- A7.6.1 There may be occasions where we need to restrict the number of places available to study a module at a particular start date. This may be as a result of a number of factors such as limited tutor availability or limited availability of study resources.
- A7.6.2 We will endeavour to resolve issues to enable all interested Students to study, however where this is not possible, Students may be asked to consider studying an alternative module or at an alternative start date.
- A7.6.3 Where the maximum capacity is reached before the final enrolment date, we will administer a waiting list and re-allocate places as and when they become available. Places will be allocated according to criteria determined by The Open University, which will be applied on a case-by-case basis at The Open University's discretion. The University will consider how much study you have left to complete your qualification, alternative module options you may have available to study and any time limits on completing your qualification. Students placed on a waiting list will be given as much notice as possible to decide their alternative study options should these be required.

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## A7.7 Changes to Qualifications

- a) Availability of modules:
- i) Your registration for a qualification (as part of an Apprenticeship Programme) will enable us to enrol you on the modules required to complete the qualification. The modules that are available to count towards your qualification are set out in the Module Descriptors that you receive when you register for the Apprenticeship Programme.
  - ii) Apprenticeship qualifications have Planned Start and End Dates (as defined within the “Apprenticeship Duration/ Planned Start and End Dates” definition of the Glossary of Terms). The Apprenticeship Programme (including the qualification) must be completed within these dates. If you have not completed your qualification during the time that the modules indicated at the date of registration are available for study, as noted in [Clause A7.7\(a\)\(iii\)](#), we will continue to make available sufficient academically appropriate modules to enable you to complete your qualification, subject to any notice given of a change to the structure or study requirements of that qualification, or for its withdrawal.
  - iii) The Open University continually seeks to enhance its Students’ experience and ensure that qualifications remain valid, relevant and current. The modules that are made available in future will reflect those aims and may therefore not include the same subject content, teaching or assessment methods as the modules available at the commencement of your qualification. Modules on which Students are not yet enrolled may also be amended in line with any of the circumstances listed in [section A7.2](#).
- b) Changes in the structure or study requirements of a qualification:
- i) A change to the structure or study requirements of a qualification on which you are registered will normally only be made if the change is required immediately in order to correct a significant error or omission, as the result of a legal or regulatory requirement or in order to meet the requirements of a validating or accrediting body.

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- ii) We will not normally make changes to the structure or study requirements of a qualification for Students who are registered on an apprentice qualification.
- iii) In line with our aim to enhance our Students' experience and ensure that courses remain valid, relevant and current, and in any of the circumstances listed in A7.2, we may make changes to the structure of our qualifications. These may include the balance between core, options and free choice modules (if applicable); the balance between coursework and examination or other forms and types of assessment; the order of study and rules for progression through the qualification; and the requirements for attendance at or participation in specified learning activities.
- iv) Where a change is made to the structure or study requirements of a qualification on which you are registered, you will be given as much notice as possible of the change. If you or your Employer no longer wish to continue with the new structure or study requirements, you would need to withdraw from the Apprenticeship Programme ([see Section E1](#)).
- v) Where a professional, statutory or regulatory body or any other body accredits or validates your qualification, you will be awarded that qualification with accreditation if you have been awarded all of the required credit. In the unlikely event that accreditation is withdrawn or is not renewed before you complete your studies, you will be contacted with your options for qualification completion and the University's [Student Protection Plan](#) will apply. Please contact the AEST for further information about accreditation of your qualification.

## **A7.8 Withdrawal of Qualifications**

The circumstances in which The Open University may withdraw qualifications are set out within Section B of the [Academic Regulations 2022/23 \(Apprentices\)](#).

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## **A8. Complaints and appeals**

The Open University has a [Student Complaints and Appeals Procedure](#) and is a member of the Scheme of Independent Adjudication for Higher Education established by the Higher Education Act 2004.

The Open University also has a specific complaints procedure for complaints relating to Welsh Language Standards. Details on this procedure are available in the document "[Welsh Language Standards – Dealing with Complaints and Comments](#)".

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## **A9. Student discipline and Academic Misconduct**

A9.1 The Open University has a [Code of Practice for Student Discipline](#). When you register to study with The Open University, you agree to be bound by this code.

A9.2 The Open University has an Academic Misconduct Policy. When you register to study with The Open University, you agree to comply with this policy.

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## **A10. Fitness to Study**

The Open University has a [Fitness to Study Policy](#) to support you if a mental, emotional or physical disability impacts on your ability to study, on other's ability to study or on the teaching and administrative processes of The Open University. When you register to study with The Open University, you agree to engage with this Policy if requested by The Open University.

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## **A11. Fitness to Practise**

The Open University has a [Fitness to Practise Procedure](#) which should be followed where a professional programme offered by The Open University is governed by a Professional, Statutory or Regulatory Body (PSRB) that requires The Open University to declare that a Student is not only academically qualified to practise, but also suitable or fit to practise in that profession.

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When you register to study with The Open University for a professional programme, you agree to abide by the relevant code of practice or ethics for your professional programme as detailed in the [Fitness to Practise Procedure](#). Failure to do so may result in this procedure being followed and can lead to either the relevant regulatory body withdrawing your registration as a Student, or The Open University not recommending you for registration.

## Section B: Your fees

### **B1. Agreement to pay tuition fees and other charges**

- B1.1 When you register as a Student of The Open University as part of an Apprenticeship Programme, your Employer or Funding Provider agrees to pay the tuition fees and other charges that are due in respect of your studies, as detailed in the Employer Written Agreement (or equivalent).
- B1.2 The Open University reserves the right to check any information you have given us against the Education Skills and Funding Agency (ESFA) eligibility criteria (or equivalent) and, if the checks show that a different fee or funding methodology should be applied, to recover any difference from your Employer. These checks may be made at any time, including after you have begun your study. The Open University may share data with external agencies to check that the correct fee has been applied.

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### **B2. Failure to pay fees and charges**

- B2.1 In England, your Employer must pay or agree to pay any fees and other charges that are due as set out in the Apprenticeship Training Services Agreement (Employer Written Agreement).
- B2.2 If your Employer does not pay your tuition fees or any other charges when they become due, we may withdraw your registration.
- B2.3 In Scotland, if Skills Development Scotland (SDS) do not confirm your eligibility for funding, The Open University may need to review your registration.

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## Section C: Your learning

### C1. Registration and enrolment on a module

C1.1 When you are registered for your qualification, you will be automatically enrolled on to the modules in your Individual Learning Plan by The Open University. Automatic module enrolment will continue throughout your study:

- a) you will be provided with module materials, module assessments and module tuition as described in the module descriptors that you are sent on application to the Apprenticeship Programme;
- b) you agree to study the module materials, submit the module assessments at the times and in the manner specified, and to complete the examinable component (if any);
- c) you agree to complete your work-based learning in accordance with the rules that apply within the Nation you are studying. If you have any questions regarding the rules please [contact the AEST or equivalent contact](#);
- d) you agree to regularly record your work-based learning activities in your Individual Learning Plan/e-Portfolio;
- e) you agree to comply with additional requirements as stated in the Apprentice Standards or Framework that you are following;
- f) you agree to complete and provide evidence of Functional Skills (English and Maths) where required by your Funding Provider;
- g) if you are studying in England, you agree to complete your End Point Assessment (as described in the Apprentice Standard Assessment Plan that you are following);
- h) if you are eligible under the assessment rules and/or the apprenticeship standard assessment plan applicable to the Nation in which you are studying for your module, you will be offered one opportunity for an examination resit or resubmission of the examinable component where this is available. Fees for resits and retakes may be payable by your Employer.

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## **C2. Assessment**

- C2.1 The Open University's [Code of Practice for Student Assessment](#) will apply to the assessment of your module(s), and academic judgement will be applied by The Open University to determine the extent (if any) to which the learning outcomes of the module(s) have been met.
- C2.2 For Functional Skills (English and Maths) qualifications, the rules of the awarding body of the Functional Skills qualification will apply.
- C2.3 For End Point Assessments (applicable to ESFA funded apprenticeships -England only) the rules of the awarding body of the End Point Assessment will apply.
- C2.4 Apprentices living in Wales have the right to submit written work in Welsh, and your work will not be treated less favourably if you do this.

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## **C3. The Residential School element**

- C3.1 If one of your modules includes a compulsory residential school element or equivalent, you must participate satisfactorily, as defined in the learning outcomes, or you will fail the module.
- C3.2 Some modules provide an online school, which delivers the core learning outcomes of the residential school element, and which you may participate in instead of attending a residential school. If you are studying a module which does not have an online school, you must attend the residential school or equivalent, or you will fail the module.
- C3.3 You must follow the procedure on your module website for booking a place at a residential school or online school. Bookings are subject to a time limit and to availability. It is your responsibility to ensure you have made a booking.
- C3.4 If you do not make a booking at the appropriate time, or if you are not sure that you will be able to attend a residential school or participate in the online school you have booked, you should immediately seek advice from the [Residential Schools](#) Team.

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## **C4. Counting credit towards a qualification**

If you are awarded credit for a module, you may be able to count that credit towards an Open University qualification as set out in the [Academic Regulations \(Taught Courses\)](#).

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## **C5. Notification of relevant disabilities**

If you have told us that you have a disability that might affect your studies, examination or assessment, you must provide us with any further information we request, so we can comply with our responsibility to make reasonable adjustments under the Equality Act 2010 in England, Scotland and Wales, the Disability Discrimination Act 1995 for Northern Ireland or any other statutory duty or obligation.

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## **C6. Tutorials**

C6.1 As part of studying for your qualification, you may be offered the opportunity to attend tutorials either face-to-face or online. If you are offered face-to-face tutorials, The Open University cannot guarantee tutorial availability close to you and you may need to travel to attend. The availability of face-to-face tutorials will also vary between modules and you may find that proximity or availability may decrease as the level of study increases and content is more specialised. Wherever possible, we will provide an online alternative to any face-to-face tutorials so that Students who are unable to attend are not disadvantaged.

C6.2 The rules for the recording of online tutorials are set out in the [Policy for the recording of online tutorials](#).

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## **C7. Monitoring study**

We will collect information about your participation in your studies to provide support services and administer funding. We will share this information with your Employer and the regulatory bodies associated with your apprenticeship. Further information is available in the [Student Privacy Notice and Apprenticeship Privacy Notice](#).

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## **C8. Off the job hours**

C8.1 Apprentices in England are required to capture evidence of their twenty percent ‘off the job hours’ studies and provide such information to The Open University. The method for capturing information is specific to the Apprenticeship qualification being studied. For more information and guidance please contact the AEST or equivalent contact. [Further Clarification](#).

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## **C9. Apprentices Living in Wales**

C9.1 If you live in Wales, you have the right to ask The Open University to allocate you a Welsh speaking Practice Tutor.

C9.2 Where we provide degree apprenticeship programmes in Wales, we will actively attempt to recruit Welsh-speaking Practice Tutors.

C9.3 If you have indicated to us that you speak Welsh, we will match you with a Welsh speaking tutor if they have been recruited. You may choose to communicate with the tutor in Welsh or English, or use both languages.

## **Section D: Your qualification**

### **D1. Students who are studying a qualification as part of an Apprenticeship Programme**

#### **D1.1 Your registered qualification**

a) Your registered qualification is shown in the Apprenticeship Registration Agreement and on your StudentHome (whilst you are a current Open University Learner). The Open University will re-enrol you for modules which will enable you to achieve that qualification. We do not however, guarantee that any module or combination of modules shown in the published qualification information for your intended qualification will remain available in the future. [Clause A7 “Our rights to make changes”](#) outlines how we may make changes to modules and/or qualifications.

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## **D1.2 Time limits for completing your registered qualification**

- a) For Apprenticeships in England, the planned end date of your Apprenticeship will appear on your Commitment Statement and your Apprenticeship Agreement.
- b) If you are studying in a Nation other than England or have any queries about completing your Apprenticeship within the required timeframe, please contact the [AEST or equivalent contact](#).

## **Section E: Ending your registration**

### **E1. Withdrawing from your Apprenticeship**

- E1.1 To withdraw from your Apprenticeship, you and your Employer must follow the guidance for ending your registration in Section J of the [Academic Regulations 2021/22 \(Apprentices\)](#).
- E1.2 If you are made redundant by your Apprenticeship Employer you may be able to complete the study and assessment of any module(s) you are currently studying subject to the terms in the [Conditions of Registration \(Apprentices\) 2021/22 Redundancy Policy Appendix](#). If you are eligible, you may be able to count that module credit towards another qualification that you register for outside of the Apprenticeship Programme.

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### **E2. The Open University's right to end your registration**

- E2.1 The Open University may end your registration at any time if:
  - a) we find that you have given us information which is false or misleading, or you do not keep your Personal Information up-to-date as set out in [Section A6](#) ("Personal Information");
  - b) your Employer or Funding Provider does not pay your tuition fees when they become due;
  - c) you do not meet or cease to meet any of the requirements set out in [Section A](#), or the Funding Rules of your Funding Provider;

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- d) you have been enrolled for module(s) within a registered qualification, but you do not successfully complete your current modules. In this case, your enrolment for future modules and your registration on the Apprenticeship Programme may be withdrawn;
- e) you have been enrolled for module(s) within a registered qualification, but you do not meet either the progression requirements or the progression criteria in Section G4.4 of the [Academic Regulations 2021/22 \(Apprentices\)](#). In this case your registration on the Apprenticeship Programme may be withdrawn;
- f) you have been enrolled but not yet commenced study for module(s) with pre-requisite or co-requisite requirements and you do not successfully meet those requirements. In this case, your enrolment for those module(s) and your registration on the Apprenticeship Programme may be withdrawn (see Section D2 of the [Academic Regulations 2021/22 \(Apprentices\)](#));
- g) you will be unable to complete your registered qualification within the time limits specified in Section G6 (undergraduate qualifications), Section H4 (postgraduate qualifications) of the Academic Regulations 2021/22 (Apprentices) or within your Apprenticeship Planned Start and End Dates, without exceeding the study restrictions set out in Section D1;
- h) you are expelled or suspended from The Open University under the [Code of Practice for Student Discipline](#); or due to a voluntary or imposed study break following a Fitness to Study Stage 3 Case Conference Panel in accordance with the [Fitness to Study Policy](#).
- i) we terminate the Apprenticeship Written Agreement in accordance with its terms.
- j) you fail to disclose any legal restrictions or conditions under Condition A2 where these are relevant and unspent, in line with the Code of Practice for Student Discipline (SD1.4c, SD2.3 and SD2.4.1).

Please note that The Open University may consider prosecution if you have supplied fraudulent information.

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- E2.2 We may withdraw your registration or apply conditions to your continued registration if, in our opinion, it is reasonably necessary to do so in line with our duties to:
- a) protect the health and safety of Students, staff, contractors and members of the public;
  - b) respect the safeguarding of young persons or vulnerable adults, in accordance with our [Safeguarding Policy – Protecting children and vulnerable adults](#);
  - c) comply with our obligations under the Equality Act 2010 in England, Scotland and Wales, the Disability Discrimination Act 1995 for Northern Ireland or any other statutory duty or obligation;
  - d) comply with any other statutory duty or obligation or any order of a court or other authorised body made for the protection of the public, any section of the public or any individual.
- E2.3 If The Open University ends your registration or enrolment for a module, we will not send you any further module materials and you may not participate in any learning or assessment activities for that module after the date of cancellation.

### **E3. Cancelling your registration when vocational and professional requirements are not met**

- E3.1 We may cancel your qualification registration if you have ceased to meet one of the following conditions if applicable to the qualification:
- a) [fitness to practise](#) a specified profession;
  - b) maintenance of professional standing;
  - c) satisfactory Disclosure and Barring Service (or equivalent) clearance;
  - d) being employed by a specified Employer;
  - e) being employed in a specified role, capacity or profession.

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E3.2 You must tell us if, at any time while you are a registered Student, you cease to meet any of these conditions that apply to you in connection with your studies.

Please refer to the [Academic Regulations 2021/22 \(Apprentices\)](#) for further rules on ending your registration.

## Section F: Computing

### F1. Your Open University computing account

The Open University will provide you with a secure Open University computing account. It is your responsibility to keep your account secure and confidential. You must comply with our [Student Computing Policy](#) and [Social Media Policy](#).

### F2. Keeping your account secure

F2.1 You must notify The Open University Computing Helpdesk as soon as reasonably practicable by phoning +44 (0)1908 653972 or by emailing [OU-Computing-Helpdesk](#) if you think that there has been any loss of security on your Open University computing account.

F2.2 If you do not comply with Condition F2.1 above, you will be liable for any fraudulent transactions relating to your registration.

### F3. Sharing information in online activities

Your Open University computing account enables you to participate in online activities. These may include compulsory activities for your module. When you participate in these activities, your name, preferred email address, your Open University Computer Username (OUCU) and the content you contribute will be displayed online to Students and Open University staff who have a need to see the information concerned.

### F4. The Computing Policy and Social Media Policy

F4.1 When you register to study with The Open University, you agree to comply with the [Student Computing Policy](#) and [Social Media Policy](#).

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## Section G: How we will communicate with you

### G1. Apprentices Living in Wales

G1.1 If you live in Wales and would like to receive correspondence in Welsh, please indicate this on your [StudentHome](#) profile.

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### G2. By email

G2.1 You must provide us with a valid email address, which we will use to correspond with you. You must inform us of any changes to your preferred email address by updating your personal profile on [StudentHome](#) and [advising the AEST or equivalent contact](#).

G2.2 It is your responsibility to check your email regularly. You will be sent important information about your registration and about your studies by email. It is also your responsibility to manage any filters on your account to ensure that email from The Open University is sent into your 'Inbox' and not to a 'spam' or 'junk' email folder. You should ensure that your inbox has an adequate amount of space to receive messages from The Open University. The Open University will not be responsible for any failure to receive emails if these Conditions of Registration are not adhered to.

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### G3. Through StudentHome

Your Open University computing account will include access to a personalised Open University website called [StudentHome](#) (whilst you are a current Open University Learner). This website will include details of the personal information we hold about you and it will provide you with access to some study materials and a range of other resources that will support your studies. We will also use [StudentHome](#) to post messages that will be relevant to you, and that may not be provided by any other media. It is your responsibility to check [StudentHome](#) regularly. Please note that access to StudentHome may be removed if we end your registration, in line with Section E2.

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#### **G4. Through Open University websites**

Your Open University studies will also provide you with access to module and qualification websites where available. These websites will provide access to learning materials and other learning resources and may be used to post messages about your modules and/or qualification that may not be provided by any other media. It is your responsibility to check your module and, if applicable, qualification websites regularly.

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#### **G5. Recording telephone calls**

We may monitor and record phone calls between you and The Open University to make sure we have carried out your instructions correctly and to help us improve our services through staff training.

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#### **G6. Safeguarding duty**

If you or another party disclose any information to us via the communication methods listed in G1-G4 of this document that affects our statutory Safeguarding responsibilities (in line with the [Safeguarding Policy](#) and [Section A3](#)), Open University employees or agents have a statutory obligation to share relevant information with the internal Safeguarding team or external parties (for example, Child and Adult Protection Services, or the emergency services).

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#### **G7. Prevent Duty**

If you or another party disclose any information to us via the communication methods listed in G1-G4 of this document that affects our statutory Prevent duty responsibilities (in line with [The Open University Prevent Principles](#)), Open University employees or agents have a statutory obligation to share relevant information with the internal Prevent team or external parties (for example the police and Channel).

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## Section H: Using library facilities

If you use The Open University library services, you will be bound by our [Copyright Regulations](#) which you will be asked to agree to when you first use those services.

## Section I: Indemnity insurance

The Open University does not have indemnity insurance for Students carrying out research related to their studies (except for Postgraduate Research Students who register directly through us). If you need indemnity cover (for example, to meet the conditions of an ethics committee), you will need to arrange this yourself.

## Section J: Affiliation with third party organisations

- J1. Any affiliation or promotion of The Open University must be initiated by The Open University.
- J2. Open University Students are not permitted to promote anything for payment or other remuneration purposes on behalf of, or purporting to be on behalf of, The Open University.
- J3. Students are not permitted to promote their views as representing or on behalf of The Open University.
- J4. Students are free to express their political, religious, social and academic views both in private and in public provided this is explicitly done in their own name and not in the name of The Open University. By registering to study with The Open University you are agreeing to comply with the [Social Media Policy](#) as outlined in [Clause F4](#)
- J5. If you are approached by a third-party organisation to represent The Open University, you should refer the third-party organisation to contact The Open University directly with their request.
- J6. Any failure to meet Clauses J2-J54 could be treated as a breach of [the Code of Practice for Student Discipline](#) (see [Section A10: Student discipline and academic misconduct](#)).

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## Glossary of terms

### Accredited qualification

A qualification that meets professional standards as defined by a professional body.

### Apprentice

An Apprentice is a Student aged 16 or over, who is registered on an Apprenticeship Programme by their Employer which combines working with studying for a work-based, academic or combined undergraduate or taught postgraduate qualification. They are in paid employment for the duration of their apprenticeship. Apprenticeship fees are paid by their Employer and/or co-funded by the government.

### Apprenticeship Duration/ Planned Start and End Date

The Apprenticeship Programme will have a Planned Start and End Date to ensure compliance with guidelines set by your Funding Provider and the appropriate Apprenticeship Standard related to your programme, or Apprenticeship Framework:

- (i) For Apprentices studying in England, the Planned Start and End Dates for your Apprenticeship Programme are detailed within your Commitment Statement, Individual Learning Plan and Individual Learner Record.
- (ii) For Apprentices studying in other UK Nations, the exact nature of the documentation may vary in line with the requirements of your Funding Provider. At the time of publication, the following information was available:
- (iii) For Apprentices studying in Scotland, your Planned Start and End Dates will be detailed within your Tripartite Agreement and Individual Learning Plan.
- (iv) For Apprentices studying in Wales, your Planned Start and End Dates will be detailed on your Apprenticeship Learning Agreement.

You can contact your relevant [Open University Office](#) for up-to-date information on the registration documentation related to your Nation.

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## **Apprenticeship Enrolment and Support Team (AEST)**

The Apprenticeship Enrolment and Support Team (AEST) provides support to apprentices throughout their Apprenticeship journey. The Open University's team of Senior Advisors offer advice and support for a range of queries apprentices may have whilst studying their modules, including advice on an upcoming assignment or exam, navigation around the OU online learning platforms, or when experiencing difficult circumstances that are having an impact on their studies. The AEST are able to reach out to a wide range of support teams within The Open University to help support our apprentices.

## **Apprenticeship Frameworks**

In England, Apprenticeship Frameworks are the predecessor to Apprenticeship Standards and relate to the apprenticeship being followed, its funding, qualification structure and requirements.

In Scotland, Apprenticeship Frameworks are documents provided by Skills Development Scotland (SDS) for each specific Apprenticeship Programme, to guide the content and structure of Scottish Graduate Apprenticeships.

In Wales, Apprenticeship Frameworks are provided by Welsh Government for each specific Apprenticeship Programme, to guide the content and structure of Degree Apprenticeships Wales.

## **Apprenticeship Programme**

Apprenticeship Programmes vary by Nation.

In England, Apprenticeship Programmes follow an Apprenticeship Standard (approved by the Education and Skills Funding Agency (ESFA) and Institute for Apprenticeships and Technical Education (IfATE)). It is a skills development programme that accompanies a job including training and an End-Point Assessment, leading to an Apprenticeship qualification.

In Scotland, Apprentices follow the Apprenticeship Framework (approved by Skills Development Scotland (SDS)) and consists of only the set qualification.

In Wales, Apprentices follow an Apprenticeship Framework (approved by Instructus and Welsh Government) which consists of only the set qualification. Apprentices are required to complete their Apprenticeships through evidenced on and off the job training.

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## Apprenticeship Standards

In England, Apprenticeship Standards detail what an Apprentice will be doing under each Apprenticeship Programme and the skills required of them, by job role. Standards are listed on the [Institute for Apprenticeships \(IFA\) website](#).

## Award of qualification

The Open University will award your degree certificate when you have successfully completed all the relevant modules for the qualification that you are registered on. In England, the award of your Apprenticeship certificate will be made following successful completion of the End Point Assessment for your Apprenticeship.

See the [Academic Regulations 2020/21 \(Apprentices\)](#) for information on how qualifications are awarded at The Open University.

## Case Conference Panel

The role of the Case Conference Panel is to review the progress of your case and to decide how to proceed where continuing concerns have not been fully resolved by following an agreed Action Plan. The Panel when first convened will choose one of three options:

- 1) to develop an Enhanced Action Plan with you
- 2) to approve a Break in Study for you (if appropriate) and define what support will be put in place for you when you return to study or
- 3) to instigate disciplinary action (please refer to the [Code of Practice for Student Discipline](#)).

The Panel will also be consulted at appropriate review points to support ongoing decisions on your case.

In addition to you and any Advocate nominated by you, the Panel will comprise academic and student support staff (including disability support specialists where appropriate), who are relevant to the nation and the qualification you are studying. (Please refer to [Fitness to Study Policy](#) to access procedural information for Stage 3, Significant Concerns).

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## **Conferred**

This refers to when the award of the qualification has been formally ratified at a meeting of congregation (Council and Senate), following which the formal certificate is issued.

## **Credit/Credits**

A value which is related to the workload required to successfully complete a module. One credit represents about 10 hours of study. You will be awarded credits when you successfully complete a module, so if you pass a 60-credit module you will be awarded 60 credits. Some modules have a zero-credit value.

## **Disclosure**

This means to make current legal restrictions, conditions or arrangements related to criminal convictions known to The Open University when you register or during your time studying with us.

## **(The) Education and Skills Funding Agency (ESFA)**

The ESFA is the agency accountable for funding education and skills for children, young people and adults in England. Apprenticeships in England are regulated by the ESFA, therefore all parties must abide by the ESFA's funding rules.

## **Employer**

The company or organisation that employs you and participates in the Apprenticeship Programme according to the Funding Rules.

## **End-Point Assessment**

In England, an End-Point Assessment assesses an Apprentice's knowledge, skills and behaviours at the end of their Apprenticeship Programme to confirm that they have met the requirements of the approved Apprenticeship Standard being followed. The End-Point Assessment is carried out by an End Point Assessment Organisation (EPAO). An End-Point Assessment is not required for Apprentices studying within Scotland and Wales.

## **Enrolment**

The process by which a Student who is registered for a qualification is allocated to a module to be studied as part of that qualification.

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## European Social Fund (ESF)

The ESF invests in people across all European Union regions, with a focus on improving employment and education opportunities. The ESF (via the ESFA) matches funding to providers who have a contract to deliver apprenticeship training to employers who do not pay the apprenticeship levy.

## Functional Skills (English and Maths)

Functional Skills are qualifications which enable Students to demonstrate real-life skills in English and Maths. Apprenticeships in England require apprentices to evidence prior achievement of English and Maths at level 2 (GCSE grade C or above, or equivalent) or gain the qualifications during their apprenticeship.

## Funding Provider

The Funding Provider or funding body will vary according to the Nation in which you are studying. Funding Providers set the list of rules by which an Apprenticeship Programme must run, which supersede any Open University rules within this document. While every effort has been made to account for external Funding Provider rules, and these Conditions will be reviewed on a regular basis, the [AEST or equivalent contact](#) will be able to provide the most up-to-date information according to your circumstances.

Funding Providers include:

- European Social Fund (ESF)
- **England:** The Education and Skills Funding Agency (ESFA)
- **Scotland:** Skills Development Scotland (SDS)
- **Northern Ireland:** Department for the Economy (DfE)
- **Wales:** Higher Education Funding Council for Wales (HEFCW)

## Funding Rules

The rules that apply to all further education provision funded by Funding Providers as may be amended from time to time.

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## **Higher Education Funding Council for Wales (HEFCW)**

HEFCW regulates fee levels at universities in Wales, ensures a framework is in place for assessing the quality of Welsh higher education and scrutinises the performance of Welsh universities and other designated providers.

## **Individual Learning Plan**

This is a learning plan between The Open University and the Apprentice, which outlines what is due to be studied and when. The Individual Learning Plan will be used to record the milestones to be reached and is an ongoing plan that will be updated regularly.

## **Institute for Apprenticeships and Technical Education**

The Institute for Apprenticeships and Technical Education is an employer-led crown Non-Departmental Public Body which oversees the development, approval and publication of apprenticeship standards and assessment plans.

## **Module**

A self-contained unit of teaching, learning and assessment which is studied in combination with others to form qualifications. Each module is assigned a credit value and a level of study.

## **Nation**

Nation refers to England, Scotland, Wales and Northern Ireland.

## **Online School**

An alternative way to complete the residential school requirement for a module where a Student is not able to attend a face-to-face residential school. It may involve a written assignment, online project or computer conferencing.

## **Postgraduate Student**

A Student who is registered for a module designated as a postgraduate module.

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## **Practice Tutor**

Your Practice Tutor is your first point of contact for dealing with any matter related to your practice-based learning across your qualification. The Open University will assign you a named person who will support you throughout your period of registration to plan, monitor and control your progress towards meeting each of the skill, knowledge and behaviour outcomes of your apprenticeship. The role of the Practice Tutor may differ slightly depending upon The Open University Faculty delivering the apprenticeship.

## **Redundancy**

The statutory definition of redundancy (Employment Rights Act 1996) identifies three sets of circumstances (business closure, workplace closure, diminished requirements of the business for employees to do work of a particular kind) and an employee's dismissal can be considered to be by reason of redundancy if one of these circumstances is the reason for the dismissal.

Redundancy includes voluntary redundancy.

## **Registered Qualification**

This means a qualification that you have formally registered to study and that you have enrolled on modules for and are counting credit towards.

## **Registration**

This means the process by which you become a Student of The Open University.

## **Skills Development Scotland (SDS)**

SDS is a Funding Provider for Scottish Graduate Apprenticeships. It is the national skills agency of Scotland.

## **Undergraduate Student**

A Student who is registered for a qualification designated as an undergraduate qualification.

## **Us/We/Our**

This refers to The Open University.

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## **Vocational Requirements**

The Senate may decide that registration for any qualification or module, shall be subject to:

- a) fitness to practise a specified profession;
- b) maintenance of professional standing;
- c) a satisfactory Disclosure and Barring Service (or equivalent) record;
- d) being employed by a specified employer;
- e) being employed in a specified role, capacity or profession;
- f) confirmation by an authorised third party that any specified requirements for study will be met.

Any conditions decided upon by the Senate under this regulation shall be set out in the relevant module description in our online prospectus or in specific qualification regulations as appropriate.

## **Work Based Learning (WBL)**

Work Based Learning enables Learners to apply academic and technical skills to their real-life work duties. It allows for theoretical concepts to be put into practice.

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## Further clarification

To check the latest postal address and other contact details, or if you would like to find out more about our most up-to-date response times for receiving and sending postal correspondence to The Open University, please see [Open University offices](#).

For more information about registration, enrolment and fees or to change or withdraw from your studies, please contact:

### Open University Apprenticeships

**AEST (Apprenticeship Enrolment and Support Team) (for apprentices in England, Scotland and Wales)**

Email [apprentice-support@open.ac.uk](mailto:apprentice-support@open.ac.uk)

Phone +44 (0)300 303 4121

### The Open University in Wales

18 Custom House Street

Cardiff

CF10 1AP

Phone +44 (0)29 2047 1170

Email [wales-support@open.ac.uk](mailto:wales-support@open.ac.uk)

### I siaradwyr Cymraeg

Os rydych yn siarad Cymraeg a fyddai'n well gennych trafod eich anghenion drwy gyfrwng y Gymraeg, cysylltwch â'r Brifysgol Agored yng Nghymru yng Nghaerdydd os gwelwch yn dda

ffôn +44 (0)29 2047 1170 neu ebost [wales-support@open.ac.uk](mailto:wales-support@open.ac.uk)

### Apprentices living in Wales:

You can speak to a Student support advisor in Welsh.

Phone +44 (0)29 2047 1170

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## **The Open University in Scotland**

10 Drumsheugh Gardens  
Edinburgh  
EH3 7QJ  
Phone +44 (0)131 226 3851

Email [scotland-apprenticeships@open.ac.uk](mailto:scotland-apprenticeships@open.ac.uk)

## **The Open University in Ireland (Northern Ireland and Republic of Ireland)**

110 Victoria Street  
Belfast  
Northern Ireland  
BT1 3GN  
Phone +44 (0)28 9024 5025

Email [northernireland@open.ac.uk](mailto:northernireland@open.ac.uk) or [ireland@open.ac.uk](mailto:ireland@open.ac.uk)

Or email us from our website [www.open.ac.uk/contact](http://www.open.ac.uk/contact)

### **For more information about your residential school:**

#### **Residential Schools Team**

The Open University  
Hammerwood Gate  
Kents Hill  
Milton Keynes  
MK7 6BY

Phone +44 (0)1908 653 235

Fax +44 (0)1908 659 044

Email [residential-schools@open.ac.uk](mailto:residential-schools@open.ac.uk)

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**For more information or support to disclose legal restrictions and conditions:**

**Community Support, Students in Secure Environments (SiSE)**

The Open University  
Hammerwood Gate  
Kents Hill  
Milton Keynes  
MK7 6BY

Phone +44 (0) 1908 654053

Email [community-support@open.ac.uk](mailto:community-support@open.ac.uk)

<http://www.open.ac.uk/secure-environments/>

If you have any comments about this policy document and how it might be improved, please submit these to [SPR-Policy-Team@open.ac.uk](mailto:SPR-Policy-Team@open.ac.uk).

**Alternative format of the Conditions of Registration for Apprentices**

If you require this Conditions of Registration, Apprentices document in an alternative format, please contact the Student Support Team via [Contact Us](#) (phone +44 (0)300 303 5303), or via StudentHome if you are a current Open University Student.

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# Appendix

## Ap 1. Disclosure of legal restrictions and conditions

Ap 1.1 Students who have an unspent criminal conviction in a relevant area, are required to disclose this unspent conviction at the point of registering to study at The Open University. You may do this by:

- a) Requesting a self-declaration form to disclose your unspent conviction from the Community Support Team, Students in Secure Environments.
- b) Disclosing the fact that you have an unspent criminal conviction to any member of staff, and by any means. Upon this disclosure, you will be informed by the member of staff that the information within the disclosure would be referred onto the Students in Secure Environments Team (SiSE) as part of the [Community Support Framework](#). You will then be required to complete a self-declaration of disclosure. If you have not been asked to complete a self-declaration of disclosure by the SiSE Team, please contact the Community Support Team, Students in Secure Environments directly to request a self-declaration form to disclose your unspent conviction.

Relevant areas of conviction include, but are not limited to, one or more of the offences listed below:

- i. Offences listed in the Sex Offences Act 2003 (in the United Kingdom; or equivalent Act for outside of the United Kingdom);
- ii. Any kind of violence including (but not limited to) threatening behaviour, offences concerning the intention to harm, or offences which resulted in actual bodily harm;
- iii. Offences listed in the Terrorism Act 2006 (in the United Kingdom; or equivalent Act for outside of the United Kingdom);
- iv. The unlawful supply of controlled drugs or substances where the conviction concerns commercial drug dealing or trafficking;

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- v. Offences involving, weapons, firearms, crossbows and knives;
  - vi. Offences involving arson;
  - vii. Fraud
  - viii. Offences of human trafficking, slavery and forced labour
  - ix. Offences related to any person under 18 considered a child under English law – see Children Act 2004.
- 

## **Ap 2. Failure to disclose legal restrictions and conditions**

Ap 2.1 The University will regard a failure to disclose any legal restrictions and conditions that you are currently subject to, or become subject to during the course of study, as a very serious matter and may decide to take further action under the [Code of Practice for Student Discipline](#). See [Clause A2.5](#) for details.

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## **Ap 3. Data protection**

Ap 3.1 All records and correspondence relating to your disclosure will be securely stored in accordance with The Open University's [Student Privacy Notice and Apprenticeship Privacy Notice](#).

Ap 3.2 Any disclosure to use a service (e.g. careers advice) is dealt with confidentially, and you will only be asked for the information relevant to the service you require.

Ap 3.3 Your consent will always be obtained before seeking further information about any disclosure from third parties.

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