

## The Open Conditions of Registration 2024/25 University

## (Apprentices)

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## 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 Apprentice Enrolment and Support Team via phone +44 (0)300 303 4121, or email <a href="mailto:apprentice-support@open.ac.uk">apprentice-support@open.ac.uk</a>.

## Scope

These Conditions of Registration apply to your registration and study of a qualification, as part of an Apprenticeship Programme with The Open University, that starts in the academic year 2024/25 (which runs from 1 August 2024 to 31 July 2025).

For a qualification that started before 1 August 2024 or is due to start after 31 July 2025, you should refer to the Conditions of Registration (Apprentices) for the relevant academic year in which your Apprenticeship programme started.

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

- Apprenticeships in Nursing: Conditions of Registration: <u>Supplementary Agreement</u> (<u>Nursing</u>).
- Apprenticeships in Social Work: Conditions of Registration: <u>Supplementary</u>
  <u>Agreement (Social Work)</u>
- Apprenticeships in Policing: Conditions of Registration: <u>Supplementary Agreement</u> (<u>Policing</u>).

All other Students and Learners not covered by these Conditions should refer to the <u>Student</u> <u>Policies and regulations website</u> to access the Conditions of Registration or Terms and Conditions that apply to them. If you need any help, please <u>contact us.</u>

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## Introduction

These Conditions of Registration (Apprentices) set out the terms of the agreement between you and The Open University to study qualifications as part of an Apprenticeship Programme with The Open University.

The Conditions refer to relevant policies, procedures, regulations, and codes of practice which are listed in the <u>Related Documentation</u> section below. Together with the Apprenticeship Registration Agreement and Funding Rules specific to the Nation in which you are studying, these documents explain your rights and obligations as a Student of The Open University.

It is important that you understand the commitment you are making, so please read the Conditions and all other documents carefully. Please also check your Apprenticeship Registration Agreement before you submit it to make sure all details are correct.

A <u>Glossary</u> is included to explain any terms that may be unfamiliar to you. Throughout this document, where you see references to 'we', 'us', or 'our' this means The Open University. 'You' refers to you as the Student.

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 a 'Learner'.

If there is anything in the Apprenticeship Registration Agreement, these Conditions, or any of the documents referred to that you do not understand or wish to discuss, please contact the <u>Apprentice Enrolment and Support Team (AEST)</u>.

These Conditions may be updated throughout the year to correct errors, improve clarity or accessibility, or 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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## **Related Documentation**

By agreeing to these Conditions it is assumed that you have read, understood, and agree to comply with the documents listed below which guide and govern your studies with The Open University. We have highlighted key messages from the documents at appropriate points throughout these Conditions. If you have any questions or if there is anything you do not understand, please <u>contact us.</u>

A full list of our policies can be found on the <u>Student Policies and Regulations website</u>.

#### **Documents that govern your study:**

- <u>Academic Conduct Policy</u>
- <u>Academic Regulations 2024/25 (Apprentices)</u>
- Any registration documentation which governs your Apprenticeship Programme as specified by your Apprenticeship Programme Funding Provider. For relevant documents please ask the Apprentice Enrolment and Support Team or the equivalent contact team for the Nation in which you will be studying (see <u>Further</u> <u>Clarification</u> section for contact details).
- <u>Code of Practice for Student Discipline</u>
- <u>Conditions of Registration (Apprentices) 2024/25 Redundancy Policy Appendix</u>
- Disability Discrimination Act 1995 for Northern Ireland
- Equality Act 2010 for England Scotland and Wales
- <u>Fitness to Practise Procedure</u>: Students studying programmes such as Nursing, Nursing Associate, Social Work, Policing and PGCE (Wales) in particular should familiarise themselves with The Open University's <u>Fitness to Practise Procedure</u> 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:

- Policy for the admission of applicants under the age of 18
- Procedure for supporting students subject to legal licence, restriction, condition or orders.
- Retention of Student Data and Records
- <u>Safeguarding Policy Protecting children and vulnerable adults</u>
- Social Media Policy
- Student Computing Policy
- Student Privacy Notice
- 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) (To be replaced by The Commission for Tertiary Education and Research in April 2024)

#### The Open University Student Charter Values

<u>The Student Charter</u> was developed in partnership by The Open University and the Open University Students Association (OUSA). It sets out our shared values and the commitments we make to each other as a community of students and staff. This document has been developed with the Student Charter values as its foundation.

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

#### A1. The terms of the agreement

- A1.1 You are entering into a legal agreement with The Open University when we formally accept in writing (by letter or email), your application to register to study with us.
  - a) The Conditions refer to, incorporate, and are subject to the rules, regulations, policies, guidance documents, and codes of practice listed in <u>Related</u>
    <u>Documentation</u>. Together with the Apprenticeship Registration Agreement and Funding Rules specific to the Nation in which you are studying, these documents set out the rights and responsibilities of both parties which will apply while you are a registered Student.
  - b) As you are registering for a qualification to which <u>vocational requirements</u> 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) If you will be under the age of 18 on the start date of your qualification, you will only be accepted as a Student in accordance with the <u>Policy for the</u> <u>admission of applicants under the age of 18</u>. Your registration or enrolment will be subject to any specific arrangements that were considered when granting you permission to study and to any additional terms or conditions required under <u>Section A3</u> below.
  - d) If at any time, any Open University employees or agents have agreed (verbally or in writing) anything inconsistent with the Conditions, these Conditions of Registration for Apprentices 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 the <u>Academic Regulations 2024/25</u> (<u>Apprentices</u>). 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 <u>Academic Regulations</u> <u>2024/25 (Apprentices)</u>, 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. All disputes arising from these documents or in relation to them shall be subject to the exclusive jurisdiction of the English courts.

## A2. Requirement to disclose criminal convictions, legal restrictions and conditions

You are required to disclose any relevant, unspent criminal convictions when you Register to study with The Open University, or at any point that you become subject to a criminal conviction during your studies. For more information on what this includes, how to tell us, how this may affect your studies, and how to access help or advice, please see <u>Section K</u>.

#### A3. Complying with statutory responsibilities

#### A3.1 Health and Safety

The Open University has a duty to protect the health and safety of our Students, staff, Apprentices and Employers, contractors, and members of the public. This includes statutory duties and obligations to safeguard young persons or vulnerable and protected adults, to comply with our obligations under the Equality Act 2010 in England, Scotland, and Wales; Section 75 of the Northern Ireland Act 1988 for Northern Ireland, or any other statutory duty or obligation.

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We may impose conditions or vary the terms on which you study and/or access services and facilities if we consider it reasonably necessary to do so to comply with these duties and obligations.

#### A3.2 Safeguarding duty

To fulfil our Safeguarding duty (in line with The Open University <u>Safeguarding Policy</u>), our 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).

#### A3.3 Prevent duty

To fulfil our Prevent duty (in line with <u>The Open University Prevent Principles</u>), our employees 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. Relevant information can be shared with our Prevent team or external parties (for example the police and Channel - a programme that supports people who are vulnerable to radicalisation).

#### A4. Registration

- A4.1 The Apprenticeship Registration Agreement will come into effect when we formally confirm in writing (by letter or email) that we have accepted your application to register as an Apprentice at The Open University. Your application to register is subject to you satisfying us of the following:
  - a) you have read, understood and agreed to these Conditions (if you do not understand this document or wish to discuss information presented within this document, please contact the Apprentice Enrolment and Support Team);
  - b) you have met the general requirements for registration as set out in Section C of the <u>Academic Regulations 2024/25 (Apprentices)</u>;
  - c) you have met any requirements for enrolment for any module as set out in Section D of the <u>Academic Regulations 2024/25 (Apprentices)</u>;
  - d) you have met the eligibility criteria as set out by the Funding Provider;

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- e) 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;
- f) your Employer or Funding Provider has paid the relevant fees;
- g) unless exceptional permission has been obtained, the module and/or qualification is available for study in the country in which you are resident;
- h) if you are under 18, you are accepted to study under the
  Policy for the admission of applicants under the age of 18; and
- if applicable, you have disclosed any legal restrictions or conditions under Section A2 above.

#### 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 <u>Apprentice Enrolment and</u> <u>Support Team or equivalent Nation contact</u>.

#### A6. Personal information

- A6.1 The personal information we have collected from you is shown in the profile section of your <u>StudentHome</u> page (whilst you are a current Open University Student). We also keep records of your contact with us, your academic progress and your participation in learning activities.
- A6.2 When you register to study with The Open University, the personal information that you have supplied or that has been created as a result of your study, will be used and processed in accordance with the <u>Student Privacy Notice</u> and retained according to our <u>Retention Policy</u>.
- A6.3 We will share information about your participation in your studies with your Employer and the regulatory bodies associated with your apprenticeship. Further information is available in the <u>Student Privacy Notice</u>.
- A6.4 We will inform your employer at Stage 2 of the Fitness to Study Policy if this is applied to you. Please refer to the <u>Fitness to Study Policy</u> for more details.

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A6.5 It is important that the information we hold in our records is correct because we use it to process your registration, keep in touch with you, support you in your studies, provide services and facilities, and administer funding (including the payment and suspension of grants and loans).

It is your responsibility to keep your personal information up to date and to notify us without delay if you change your name, the country where you are resident or ordinarily resident, your employment status/Employer, or any of your contact details. If you do not notify us of any changes or errors to your personal information, this may affect your ability to continue studying with us in line with Clause E2.1(a). Details of how to change any of your personal information, and the evidence we may require to update our records, are set out in the <u>Help Centre.</u>

- A6.6 If you are awarded any Open University qualification, your certificate will be issued in the name that we hold in our records at the point when your qualification is <u>Conferred.</u> A certificate will only be amended or reissued in a different name after the date your qualification is conferred if:
  - an error was made by The Open University when recording your personal details; or
  - ii) a valid request is made under the Gender Recognition Act 2004 in conjunction with the <u>Gender Identity Policy and Guidance</u>; or
  - iii) we approve an application for a change of name on public safety grounds.

#### A7. Our right to make changes

A7.1 The <u>Academic Regulations 2024/25 (Apprentices)</u> sets out the circumstances in which The Open University may make changes to regulations, rules, curriculum, or qualifications. The Open University <u>Student Protection Plan</u> outlines the reasonable measures we will take to support you to continue studying if changes become necessary or there are circumstances which affect your study. The following paragraphs outline the circumstances in which we may make changes to these terms or to our educational services.

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#### 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 do so either in part or in full for reasons such as fire, flood, pandemic, war, terrorist acts or industrial disputes. Where those or similar circumstances arise, we will minimise disruption as much as possible and wherever practicable, provide you with reasonable alternative arrangements to continue studying.

In circumstances where The Open University is impacted by industrial disputes, we will always seek to mitigate any impact upon your student experience. When we are made aware of future industrial action, we will communicate with you to make you aware of any potential impact upon your studies and the support that is available to you. The Open University will work with staff and the Unions to seek a resolution to any such disputes.

#### A7.3 Maintenance of academic standards

- a) The Open University may suspend or cancel registrations and enrolments for a module if we are unable to guarantee academic standards at the start date of the module:
  - in the case of the first presentation of a module where notice has been given during the registration process that the module is under development or subject to obtaining accreditation or validation, and we are 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 to maintain the currency or academic standards of the module or our academic reputation, that we are 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 we are unable to resolve before the module starts.

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 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.

#### 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, online schools, field schools, lab schools or alternative learning environments and other teaching sessions, assessments or examinations due to an event or circumstance beyond our control including, but not limited to, industrial action on the part of our staff or otherwise, short notice absence of teaching or other staff, or short notice unavailability of premises, facilities or materials. We will try to inform you of any changes as early as possible and provide reasonable alternative arrangements wherever practicable.

If The Open University is impacted by industrial action, we will seek to mitigate any impact as outlined in sub-section A7.2.

#### A7.5 Changes to Modules

- A7.5.1 The Open University will not normally make changes to a module on which you are enrolled.
- A7.5.2 A change to a module on which you are enrolled will normally only be made if it is required immediately to correct a significant error or omission as the result of a legal or regulatory requirement, or to meet the requirements of a validating or accrediting body.
- A7.5.3 If a change is made to a module on which you are enrolled, we will give you and your Employer as much notice as possible of the change. If you or your Employer no longer wish to continue with the module, you will need to withdraw from the Apprenticeship Programme following the process outlined in Section J of the Academic Regulations 2024/25 (Apprentices).
- A7.5.4 Modules on which Students or Apprentices are not yet enrolled may be changed or withdrawn at short notice

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

- A7.6.1 There may be occasions where The Open University needs to restrict the number of places available to study a module at a particular start date. This could be for several reasons, 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 or Apprentices to study, however where this is not possible, Students or Apprentices may be asked to consider studying an alternative module or study the module 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. Places will be allocated as and when they become available, using criteria determined by us, which will be applied on a case-by-case basis at our discretion. We will consider how much study you have left to complete your qualification, alternative module options available to you, and any time limits on completing your qualification. Students or Apprentices placed on a waiting list will be given as much notice as possible to decide their alternative study options should these be required.

#### A7.7 Changes to Qualifications

#### a) Availability of modules:

- i) Your registration for a qualification (as part of an Apprenticeship Programme) will enable The Open University 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.
- Apprenticeship qualifications have <u>Planned Start and End Dates</u>. The
  Apprenticeship Programme (including the qualification) must be completed within these dates. If you have not completed your qualification within the time that the modules indicated at the date of registration are available for study (as noted in Clause A7.7(a)(iii) below), The Open University will continue to make academically appropriate modules available to you so that you can complete your qualification. This is subject to any notice given of a change to the structure or study requirements of that qualification, or for its withdrawal.

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iii) The Open University continually seeks to enhance our Students' and Apprentices experience and ensure that qualifications remain valid, relevant, and current. The modules that are made available in the future will reflect those aims and may therefore not include the same subject content, teaching or assessment methods as the modules available at the start of your qualification. Modules on which Students or Apprentices are not yet enrolled may also be amended in line with any of the circumstances listed in <u>Clause A7.2</u>.

#### b) Changes in the structure or study requirements of a qualification:

- 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 to correct a significant error or omission, as the result of a legal or regulatory requirement, or to meet the requirements of a validating or accrediting body.
- The Open University will not normally make changes to the structure or study requirements of a qualification for Apprentices who are registered on an Apprenticeship Programme.
- iii) To ensure our qualifications remain relevant, or to respond to circumstances outside of our control, 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 examinations or other forms 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.
- 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).

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- v) Where a professional, statutory or regulatory body or any other body accredits or validates your qualification:
  - you will be awarded the qualification with accreditation if you have achieved the required credit.
  - if accreditation is withdrawn or is not renewed before you complete your studies, The Open University will contact you to outline your options for qualification completion and the University's <u>Student Protection Plan</u> will apply.

Please contact the <u>Apprentice Enrolment and Support Team</u> 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 <u>Academic Regulations 2024/25 (Apprentices)</u>.

#### A8. Complaints and appeals

- A8.1 The Open University has a <u>Student Complaints and Appeals Procedure</u> which you can use to raise a complaint or appeal. We are a member of the Scheme of Independent Adjudication for Higher Education established by the Higher Education Act 2004.
- A8.2 We also have a specific complaints procedure for complaints relating to Welsh Language Standards. Details on this procedure are available in the document <u>"Welsh Language Standards – Dealing with Complaints and Comments".</u> A Welsh language version of this procedure is also available. Mae fersiwn Gymraeg o'r polisi hwn ar gael.

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## **Section B: Your fees**

#### **B1.** Your 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 We reserve the right to check any information you have given us against the Education Skills and Funding Agency (ESFA) eligibility criteria (or equivalent) and to recover any difference from your Employer if the checks show that a different fee or funding methodology should be applied. These checks may be made at any time, including after you have started studying. We may share data with external agencies to check that the correct fee has been applied. You may find it helpful to read How the OU uses student data.
- B1.3 If a module within your Apprenticeship Programme includes a residential school, the tuition fee paid by your Employer will not cover the cost of the associated travel unless otherwise stated in the module description in our printed or online prospectus. You will be provided with information about those additional charges, when they are due and how they may be paid before you register. It is up to you to negotiate with your Employer to agree how this will be paid.

#### **B2.** Failure to pay your 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, we may need to review your registration.

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## Section C: Your learning

#### C1. Registering and enrolling on a module

When you are registered for your qualification, we will automatically enrol you on to the modules in your Individual Learning Plan. Automatic module enrolment will continue throughout your study.

When you study with The Open University, you and The Open University each share responsibility for learning and commit to upholding the highest standards of academic integrity.

#### C1.1 You agree to:

- a) study the module materials, submit the module assessments at the times and in the manner specified, and complete the examinable component (if any).
- b) submit work that is your own. If you submit someone else's work or engage in other dishonest academic behaviour, we may need to take action under the <u>Academic</u> <u>Conduct Policy</u>.
- c) 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 <u>Apprentice Enrolment and Support Team or equivalent Nation contact.</u>
- regularly record your work-based learning activities in your Individual Learning
  Plan/e-Portfolio.
- e) comply with additional requirements as stated in the Apprentice Standards or Framework that you are following.
- f) complete and provide evidence of Functional Skills (English and Maths) where required by your Funding Provider.
- g) (if you are studying in England), complete your End-Point Assessment as described in the Apprentice Standard Assessment Plan that you are following.
- comply with our <u>Code of Practice for Student Discipline</u> which sets out behaviour that may be considered unacceptable and the action we may take in response.

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- engage with our <u>Fitness to Study Policy</u> if requested. The policy aims to support you with your study goals if, as a result of facing difficult circumstances during your studies, your behaviour affects the way you interact with The Open University community and raises concerns with us about your health, safety or wellbeing.
- j) confirm with the relevant code of practice or ethics, and meet the required professional standards as detailed in our <u>Fitness to Practise Procedure</u> if you are studying a professional programme with us that is governed by a Professional, Statutory, or Regulatory Body. The <u>Fitness to Practise Procedure</u> will be followed if you do not meet the requirements, which could lead to your registration being withdrawn by your regulatory body, The Open University not recommending you for registration, or expulsion or suspension from the programme.

#### C1.2 The Open University agrees to:

- a) provide a safe and supportive learning environment that welcomes and values diversity, where everyone is treated with dignity and respect. We encourage staff, students, learners, and visitors to report incidents of assault, bullying, harassment, hate crime, or sexual harassment using Safe Space Reporting available through an <u>online tool</u>. The tool 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.
- b) provide you with module materials, module assessments and module tuition as described in the module descriptors that you are sent upon application to the Apprenticeship Programme.
- c) assess your submitted work as outlined in C2 below.
- d) offer you one opportunity for an examination resit or resubmission of the examinable component of your module, where this is available. A resit or resubmission will only be offered if you are eligible under the assessment rules and/or the apprenticeship standard assessment plan applicable to the Nation in which you are studying. Fees for resits and retakes may be payable by your Employer.

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#### C2. Assessment

- C2.1 The Open University will apply academic judgement to determine if 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. Your work, whether written in Welsh or English, will be treated no less favourably.

#### C3. The Residential School or equivalent activities

- C3.1 If one of your modules includes a compulsory residential school, online school, day school, lab school, field school component or an equivalent activity that you must complete to demonstrate the skills needed for your qualification ('equivalent activity'), you must participate satisfactorily, as defined in the learning outcomes of your module description or website, or you will fail the module.
- C3.2 Some modules will provide an online school as an alternative to a residential school or day school, that delivers the same core learning outcomes. It may involve a written assignment, online project and/or online conferencing. If your module does not have an online school, you must attend the residential school, day school or equivalent activity, or you will not be able to pass the module.
- C3.3 It is your responsibility to book a place at a residential school, online school, day school, lab school, field school, or equivalent activity. Bookings are subject to a time limit and availability, and you must follow the booking procedure on your module website in consultation with your Employer. Per Clause B1.3, the tuition fee paid by your Employer will not cover the cost of any associated travel unless otherwise stated.

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C3.4 If you do not book a place, or if you are not sure that you will be able to attend a residential school, day school, lab school, field school or participate in the online school that you have booked, you should immediately seek advice from the <u>Residential Schools Team</u>, your AEST and your Practice Tutor.

#### 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 <u>Academic Regulations 2024/25 (Taught Courses)</u>.

#### C5. Telling us about a disability

The Open University is dedicated to ensuring every Student and Apprentice feels supported in their studies, and we strive to make all aspects of study accessible to everyone. If you have a disability that might affect your studies or assessments, we encourage you to tell us about it and provide any relevant information that we ask for. This will enable us to work together with you to understand your needs and make any reasonable adjustments that may be required, in line with our obligations under the Equality Act 2010 in England, Scotland, and Wales; the Disability Discrimination Act 1995 (Amendment) Regulations (Northern Ireland) 2004, or any other statutory duty or obligation.

#### C6. Tutorials

- C6.1 You may be offered the opportunity to attend tutorials either online or face-to-face. The majority of tutorials are offered online. The Open University cannot guarantee face to face tutorials will be available for your module; where they are available, the University cannot guarantee that they will be close to where you live. You may therefore need to travel some distance to attend these. Wherever possible, we will provide an online alternative to face-to-face tutorials so that Students and Apprentices who are unable to attend are not disadvantaged.
- C6.2 The rules for the recording of online tutorials are set out in the <u>Policy for the recording</u> <u>of online tutorials</u>.

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#### C7. Off the job hours

C7.1 Apprentices in England and Wales are required to capture evidence of their 'off the job hours' and to provide such information to The Open University via their e-portfolio. The method for capturing information is specific to the Apprenticeship qualification being studied. For more information and guidance please contact the Apprentice Enrolment and Support Team or equivalent Nation contact.

#### **C8.** Apprentices Living in Wales

- C8.1 If you live in Wales, you have the right to ask The Open University to allocate you a Welsh speaking Practice Tutor.
- C8.2 Where we provide degree apprenticeship programmes in Wales, we will actively attempt to recruit Welsh-speaking Practice Tutors.
- C8.3 If you have told 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 page (whilst you are a current Open University Student). The Open University will enrol you for modules that 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. <u>Section A7 "Our rights to make</u> <u>changes"</u> 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 Training Plan and your Apprenticeship Agreement. If you have any queries about completing your Apprenticeship within the required timeframe, please contact the Apprentice Enrolment and Support Team.
- 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 relevant Nation office.

### **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 <u>Academic Regulations</u> 2024/25 (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 <u>Conditions of Registration (Apprentices) 2024/25</u> <u>Redundancy Policy Appendix.</u> If you are eligible, you may be able to count any completed module credit towards another qualification that you register for outside of the Apprenticeship Programme.

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

- E2.1 We may cancel your registration at any time if:
  - a) we find that you have given us false or misleading information, or you do not keep your Personal Information up to date as set out in <u>Section A6</u> ("Personal Information");
  - b) you do not complete the required documentation in time for funding to be claimed from the ESFA for your apprenticeship programme.

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- c) your Employer or Funding Provider does not pay your tuition fees when they become due;
- d) 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;
- e) 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;
- f) 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 <u>Academic Regulations 2024/25 (Apprentices)</u>. In this case, your registration on the Apprenticeship Programme may be withdrawn;
- g) you have been enrolled but have not yet started study for module(s) with prerequisite 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 <u>Academic Regulations 2024/25 (Apprentices)</u>;
- h) 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 <u>Academic Regulations 2024/25</u> (<u>Apprentices</u>) or within your Apprenticeship Planned Start and End Dates, without exceeding the study restrictions set out in Section D2 of the <u>Academic Regulations 2024/25</u> (<u>Apprentices</u>);
- i) you are expelled or suspended from The Open University under the <u>Code of Practice for Student Discipline</u>; or due to a voluntary or imposed break in study following a Fitness to Study Stage 3 Case Conference Panel as outlined within the <u>Fitness to Study Policy</u>.
- we terminate the Apprenticeship Written Agreement in accordance with its terms.

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 k) you fail to disclose any relevant, unspent legal restrictions or conditions under Section A2, in line with the Code of Practice for Student Discipline (Sections 2.5, 3.5, and 3.6.1).

Please note that we may also consider prosecution if you have supplied fraudulent information or carried out a fraudulent action.

- E2.2 The Open University 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;
  - respect the safeguarding of young persons or vulnerable adults, in accordance with our <u>Safeguarding Policy – Protecting children and vulnerable</u> <u>adults;</u>
  - comply with our obligations under the Equality Act 2010 in England, Scotland, and Wales; Section 75 of the Northern Ireland Act 1988 for Northern Ireland; or any other statutory duty or obligation;
  - 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.

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

- E3.1 The Open University may cancel your qualification registration if you have ceased to meet one of the following conditions if applicable to the qualification:
  - a) <u>fitness to practise</u> 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.
- E3.2 You must tell The Open University 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 <u>Academic Regulations 2024/25 (Apprentices)</u> for further rules on ending your registration.

## **Section F: Computing**

#### F1. Your Open University computing account

We will provide you with a secure Open University computing account. It is your responsibility to keep your account secure and confidential, and to comply with our <u>Student</u> <u>Computing Policy</u> and <u>Social Media Policy</u>.

#### F2. Keeping your account secure

- F2.1 You must notify The Open University Computing Helpdesk as soon as possible by phoning +44 (0)1908 653972 or by emailing <u>OU-Computing-Helpdesk</u> if you think that the security of your account has been compromised.
- F2.2 If you do not comply with Condition F2.1 above, you will be liable for any fraudulent transactions relating to your registration.

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F2.3 If you do not comply with Clause F2.1 above, you may be held responsible for fraudulent activity if someone else accesses your account because they have been given or have obtained your sign-on credentials, and you haven't informed us.

#### **F3.** Sharing information in online activities

When you participate in any study-related activities online, your name, preferred email address, your Open University Computer Username (OUCU), and the content you contribute will be displayed online to Students, Apprentices and Open University staff who have a need to see the information concerned.

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

When you register to study with The Open University you agree to comply with the <u>Student</u> <u>Computing Policy</u> and <u>Social Media Policy</u>.

## Section G: How we will communicate with you

We know that good, clear, communication is important, especially when you study at distance. This section explains how The Open University will communicate with you.

Please note it is your responsibility to regularly check your email, <u>StudentHome</u>, and Open University websites (see G1, G2, and G3 below), as each may be used to post important and relevant information about your studies that may not be sent via any other media.

#### G1. By email

G1.1 You must provide us with a valid email address, which we will use to correspond with you. If your preferred email address changes, you must update your personal profile on <u>StudentHome</u> and <u>contact the Apprentice Enrolment and Support Team.</u>

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G1.2 It is your responsibility to check your email regularly. You will be sent important information about your registration and your studies by email. It is also your responsibility to manage any junk mail filters on your account to ensure our emails reach you. You must ensure that your inbox has sufficient space to receive messages from us. The Open University will not be responsible for any failure to receive emails if these Conditions of Registration are not adhered to.

#### G2. Through StudentHome

Your Open University computing account will include access to a personalised Open University website called <u>StudentHome</u>. It displays details of personal information we hold about you, your study record, and related resources. It is also used to post general messages that will be relevant to you. Please note that access to StudentHome may be removed if we cancel your registration, in line with Section E2.

#### G3. Through Open University websites

We will provide you with access to module and qualification websites where available, which will allow you to access learning materials and other learning resources and may be used to post messages about your modules and/or qualification.

#### G4. Apprentices Living in Wales

If you live in Wales and would like to receive correspondence in Welsh, please indicate this on your <u>StudentHome</u> profile. You can also update your language preferences using the <u>Language preferences form</u>.

#### G5. By phone

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

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## Section H: Using library facilities

If you use The Open University library services, you will be bound by our <u>Copyright</u> <u>Regulations</u> 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 or Apprentices 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. You 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 You should not promote any product or service via our computing services for which you are paid either financially or in kind.
- J4. You are not permitted to promote your views as representing or on behalf of The Open University.
- J5. You are free to express your political, religious, social, and academic views both in private and in public provided this is explicitly done in your name and not in the name of The Open University. By registering to study with us you are agreeing to comply with the <u>Social Media Policy</u> as outlined in <u>Clause F4.</u>
- J6. If you are approached by a third-party organisation to represent The Open University, you should refer the third-party organisation to contact us directly with their request.
- J7. Any failure to meet Clauses J2-J6 could be treated as a breach of <u>the Code of</u> <u>Practice for Student Discipline</u>.

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# Section K: Disclosing criminal convictions, legal restrictions, and conditions

#### K1. What you need to tell us

- K1.1 You must disclose any unspent criminal convictions when you Register to study with The Open University. Relevant unspent convictions include, but are not limited to:
  - Offences listed in the Sexual Offences Act 2003 (in the United Kingdom; or equivalent Act outside of the United Kingdom);
  - 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;
  - 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;
  - v. Offences involving firearms, weapons, 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 lawsee Children Act 2004.

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- K1.2 You must also tell us if you are currently or become subject to any licence, order, condition, or restriction imposed by a court or Criminal Justice Agency which may prevent you from fully engaging with your course and the wider Open University community. This includes Sex Offender Registration and Sexual Harm Prevention Orders (in the United Kingdom; or equivalent Orders outside of the United Kingdom).
- K1.3 You are not required to disclose a conviction that is spent unless Clause K5 below applies. If you are unsure whether your conviction is unspent and therefore needs to be disclosed, you can seek advice from the <u>Disclosures Team</u>.
- K1.4 To disclose any unspent criminal convictions, please refer to the <u>Procedure for</u> <u>supporting students subject to legal licence, restriction, condition or orders.</u>

#### K2. What happens after disclosure

- K2.1 Disclosure will not result in an automatic cancellation of registration or exclusion from The Open University. However, it may mean you are unable to study your chosen module or qualification, or we need to place specific conditions or restrictions on your study, for example, exclusion from online activity and/or Open University face-to-face events.
- K2.2 The information you provide will be referred to our <u>Student Risk Check Team</u> who manage disclosures. The Student Risk Check Team will complete an assessment to determine if there is any risk of harm to the wider Open University community and will agree any adjustments, we need to make to your course of study to mitigate any identified risks.
- K2.3 If we determine that your legal restrictions and conditions make your choice of module or qualification impractical, we will suggest alternative programmes of study, where available.

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#### K3. Failure to disclose

If you fail to disclose information regarding relevant, unspent criminal convictions that you are subject to or become subject to during your studies, you will have breached these Conditions. We may take action under the <u>Code of Practice for Student Discipline</u> (Sections 2.5 and 2.6a) which could affect your continued study with us (see <u>Section E2</u>: The Open University's right to cancel your registration or enrolment).

#### K4. Applying for professional courses

If you are applying to study a module linked to a particular profession, there may be additional requirements to disclose legal restrictions and conditions, including some which are spent. Such professional programmes will require you to have an enhanced Disclosure and Barring Service (DBS) clearance (in England and Wales), Disclosure Scotland check (in Scotland), or an Access NI check (in Northern Ireland), as a condition of your offer. In these circumstances, you will not be required to make a self-disclosure unless explicitly stated within the <u>Supplementary Agreement</u> for your programme, as any relevant information will be disclosed by the DBS or check and then considered in line with the requirements and policy for the programme concerned.

#### K5. Support and Confidentiality

- K5.1 All records and correspondence relating to your disclosure will be stored securely in line with our <u>Student Privacy Notice</u>. Your consent will always be obtained before seeking further information about any disclosure from third parties.
- K5.2 Any disclosure to use one of our services (such as careers advice) will be dealt with confidentially, and you will only be asked for the information relevant to the service you require.

For further guidance on disclosures please refer to our <u>Procedure for supporting students</u> subject to legal licence, restriction, condition or orders. or contact the <u>Disclosures Team</u>.

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# Section L: Summary of significant changes since previous version

There are several significant changes from the previous version of this document (Conditions of Registration (Apprentices) 2023/24). These are:

#### May 2024

a. Clarification of clause K5.1 to state that your consent will always be obtained before seeking further information about any disclosure from third parties.

#### March 2024

- General restructuring of the document. This includes moving The Open University's
  Equality Diversity and Inclusion commitment statement and the "Conditions of
  Registration superseded by this document" section to the end of this document.
- Information about Safe Space Reporting has been added to end of the document.
  References to the OU Students Association have been amended to Open
  University Students Association (OUSA) within the section 'The Open University
  Study Charter Values'.
- c. Clarification that the Conditions take priority if an Open University employee or agent has said something inconsistent either in writing or verbally, in clause A1.1d.
- Clause A4.1a requires you to understand the conditions and to contact your
  Apprentice Enrolment and Support Team (AEST) if you do not understand or have any questions about the Conditions of Registration for Apprentices.
- e. The Open University will keep records of your academic progress which has been reflected in clause A6.1.
- f. Clause A6.2 has been updated to include reference to The Open University's <u>Retention Policy.</u>
- g. The Open University use and process your personal information created as a result of your study, as detailed in clause A6.2.

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- h. Additional information in clauses A7.2 and A7.4 about how The Open University will communicate with you and support you if there is industrial action.
- i. Clause A7.4 has been updated to clarify that online schools, field schools, lab schools or alternative learning environments are subject to short term changes.
- Clause A8.2 has been updated to highlight that a Welsh language version of the Welsh Language Standards Complaints procedure is available.
- Addition of clause B1.3 providing information about additional charges of residential schools.
- I. Revised wording in clause C1.1i about your obligation to engage with the Fitness to Study policy if requested, although the message given has not changed.
- m. Clarification in clause C1.1j that you could be expelled or suspended from the professional programme when a <u>Fitness to Practise Procedure</u> is being followed.
- References to the Code of Practice for Student Assessment have been removed from clause C2.1. This document is being decommissioned from the <u>Student Policy</u> <u>and Regulations website</u>. The information will be incorporated into the Assessment Policies.
- Section C3 "The Residential School" now includes information on online schools, day schools, field schools and lab schools, in addition to residential schools.
- p. Removal of what was clause D3.5, which detailed that cancellation charges could apply if a residential school booking was cancelled.
- q. Section C7 "Off the job hours" has been updated to apply to Apprentices in Wales.
- r. Updated references to the <u>Code of Practice for Student Discipline</u> in clause E2.1k and section K3 "Failure to disclose".
- s. Addition of clause F2.3 detailing your responsibility in keeping your Open University account secure.
- t. Section G4 "Students living in Wales" has been updated with a link to the Language Preferences form.
- u. Addition of clause J3 in Section J "Affiliation with Third-Party Organisations".

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- v. The procedure for disclosing any unspent criminal convictions has been removed from Section K "Disclosing criminal convictions, legal restrictions, and conditions". Instead you should refer to the Supporting Students subject to legal license, restriction, condition, or orders policy document for the procedure.
- w. Section K4 clarifies that you will not be required to make a self-disclosure unless explicitly stated within the <u>Supplementary Agreement</u> for your programme.
- References to the European Social Fund (ESF) has been removed throughout as it is no longer applicable.
- References to The Commission for Tertiary Education and Research (CTER) have been added as it will replace the Higher Education Funding Council for Wales (HEFCW) in April 2024.
- z. Update to the Glossary term 'Apprenticeship Frameworks' to include Northern Ireland.
- aa. Update to the Glossary term 'Apprenticeship Programme' to include Northern Ireland.
- bb. Additional clarification in the Glossary definition of "Credit/Credits" as to why some modules have a zero-credit value.
- cc. Update to the Glossary term 'End-Point Assessment' to include Northern Ireland.
- dd. Revised definition of "Redundancy" in the glossary to provide greater clarity, without changing the message.

#### Conditions of Registration superseded by this document

These Conditions replace the previous version of <u>Conditions of Registration for Apprentices</u> 2023/24.

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## **Commitment to Equality, Diversity and Inclusion at The Open University**

Our 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.

## 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 <u>an online tool</u> 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.

## Glossary

#### 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:

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- For Apprentices studying in England, the Planned Start and End Dates for your Apprenticeship Programme are detailed within your Training Plan, 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:
  - a. For Apprentices studying in Scotland, your Planned Start and End Dates will be detailed within your Tripartite Agreement and Individual Learning Plan.
  - b. For Apprentices studying in Wales, your Planned Start and End Dates will be detailed on your Apprenticeship Learning Agreement.

You can contact your relevant <u>Open University Office</u> for up-to-date information on the registration documentation related to your Nation.

#### Apprentice Enrolment and Support Team (AEST)

The Apprentice Enrolment and Support Team (AEST) provides support to apprentices throughout their Apprenticeship journey. The Apprentice Enrolment and Support Team comprises a team of Senior Advisers who 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 Open University online learning platforms, or when experiencing difficult circumstances that are having an impact on their studies. The Apprentice Enrolment and Support Team will liaise with other teams across the University to ensure the right information, help and support is provided to an apprentice.

#### **Apprenticeship Frameworks**

In England, Apprenticeship Frameworks are the predecessor to Apprenticeship Standards and relate to the Apprenticeship Programme 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.

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In Northern Ireland, Apprenticeship Frameworks are provided by the Department of Economy (NIDirect Government Services) for each specific Apprentice Programme, to guide the content and structure of Apprenticeships.

#### **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.

In Northern Ireland, Apprentices follow the appropriate Apprenticeship Framework (approved by the Northern Ireland government) which is appropriate to their chosen subject area. Apprentices are required to complete their Apprenticeships through evidenced on and off the job training.

#### **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 <u>Academic Regulations 2024/25 (Apprentices</u>) for information on how qualifications are awarded at The Open University.

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#### **Case Conference Panel**

A Case Conference Panel is convened at Stage 3 of the Fitness to Study process to review your case where there are continuing concerns over your health, safety and wellbeing or about your behaviours, which have not been fully resolved at an earlier Stage. The panel will comprise academic and student support staff. One possible outcome of a Stage 3 Panel meeting can be a voluntary or imposed break in study for you. Please see the Procedure section (Stage 3, Significant Concerns) of the <u>Fitness to Study Policy</u> for more information.

#### Conferred

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 that is related to the workload required to 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 where their informal forms of assessment do not meet formal quality assurance requirements.

#### Disclosure

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.

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#### **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, Northern Ireland 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.

#### **Final Enrolment Date**

The last date that a reservation can be made for a module in a specific presentation period. It will be published in the online prospectus and on <u>StudentHome</u>.

#### **Functional Skills (English and Maths)**

Functional Skills are qualifications that enable Students to demonstrate real-life skills in English and Maths. Apprenticeship Programmes 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 <u>Apprentice Enrolment and Support Team</u> or equivalent Nation contact will be able to provide the most up-to-date information according to your circumstances.

Funding Providers include:

- England: The Education and Skills Funding Agency (ESFA)
- **Scotland**: Skills Development Scotland (SDS)
- Northern Ireland: Department for the Economy (DfE)

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• **Wales**: Higher Education Funding Council for Wales (HEFCW) (To be replaced by the Commission for Tertiary Education and Research (CTER), in April 2024)

#### **Funding Rules**

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

#### 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. The Higher Education Funding Council for Wales will be dissolved and replaced by The Commission for Tertiary Education and Research (CTER) in April 2024.

#### The Commission for Tertiary Education and Research (CTER)

The CTER will replace the HEFCW in April 2024. The CTER will regulate and oversee the strategy and funding of Welsh higher education and monitor and promote quality improvements in higher education 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 (IfATE)

The IfATE 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.

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#### **Postgraduate Student**

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

#### **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

An employee's dismissal can be considered to be a redundancy if one or more of the following circumstances defined in the <u>Employment Rights Act 1996</u> is the reason for the dismissal:

- business closure
- workplace closure
- diminished requirements of the business for employees to do work of a particular kind

Redundancy includes voluntary redundancy.

#### **Registered Qualification**

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

#### Registration

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.

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#### Us/We/Our

This refers to The Open University.

#### **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 reallife 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, please see <u>Open University</u> <u>offices</u>. For more information about registration, enrolment and fees or to change or withdraw from your studies, please contact:

#### **Open University Apprenticeships**

## Apprentice Enrolment and Support Team (for apprentices in England, Scotland, Northern Ireland and Wales)

Email <u>apprentice-support@open.ac.uk</u> 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 <u>wales-support@open.ac.uk</u>

#### 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 ebost wales-support@open.ac.uk

#### **Apprentices living in Wales:**

You can speak to a Student support adviser 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 <u>scotland-apprenticeships@open.ac.uk</u>

#### 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 <u>northernireland@open.ac.uk</u> or <u>ireland@open.ac.uk</u> Or email us from our website <u>www.open.ac.uk/contact</u>

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

#### **Residential Schools Team**

The Open University, Berrill Building Walton Hall Milton Keynes MK7 6AA Phone +44 (0)1908 653 235 Fax +44 (0)1908 659 044 Email residential-schools@open.ac.uk

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

#### Student Risk Check Team and Disclosures Team

The Open University Walton Hall Milton Keynes MK7 6AA Phone +44 0300 303 6789 Email <u>Student-Risk-Checks@open.ac.uk</u> and <u>Sise-Disclosures@open.ac.uk</u> http://www.open.ac.uk/secure-environments/

#### Feedback

Comments and feedback about this policy and how it might be improved are welcomed. Please submit these to <u>SPR-Policy-Team@open.ac.uk</u>.

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