

Conditions of Registration

(Microcredentials hosted on the Virtual Learning Environment (VLE)) 2023/24 - 2024/25

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Alternative format of these Conditions of Registration

If you require this document in an alternative format, please <u>contact us</u> (phone +44 (0)300 303 5303).

Introduction

These Conditions of Registration (the Conditions) and the Registration Agreement set out the terms of the agreement between you and The Open University, to study a Microcredential course hosted on The Open University's Virtual Learning Environment (VLE). They refer to relevant Open University policies, procedures, regulations, and codes of practice, which are listed in the <u>Related Documentation</u> below. Together, these documents explain your rights and obligations as a Learner 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 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 Learner.

For the purposes of these Terms and Conditions, you will be referred to as a 'Microcredential Learner'. For the purposes of other associated Open University policies, you may also be referred to as a Student of The Open University.

If there is anything in these Conditions, the Registration Agreement, or any of the documents referred to that you do not understand or wish to discuss, please <u>contact us</u> before you complete your Registration.

These Conditions 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.

If you would prefer to register in Welsh onto a Microcredential, please contact us using the form provided on <u>The Open University website</u>.

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If you wish to communicate in Welsh, please contact <u>The Open University</u> who will arrange for you to talk with a Welsh speaking adviser in The Open University in Wales, or telephone 029 2047 1170.

Conditions of Registration superseded by this document

This is the first publication of this policy document.

Scope

What this document covers

These Conditions of Registration apply to Microcredential Learners who register for an Open University Microcredential delivered on the Open University's Virtual Learning Environment (VLE).

They apply to your study of Microcredentials that start in the academic years of 2023/24 and 2024/25 (which runs from 1 August 2023 to 31 July 2025). If you are studying a Microcredential on the VLE that is due to start after 31 July 2025 you should refer to the Conditions of Registration for the relevant academic year.

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

What this document does not cover

These Conditions of Registration **do not** apply to the following:

- Those studying any Microcredentials delivered on the FutureLearn platform, who should refer to the <u>Terms and Conditions (Microcredentials delivered on FutureLearn)</u>.
 These will have also been sent to you following your registration onto your Microcredential.
- b) Those studying other FutureLearn courses, including ExpertTracks.
- c) Those studying Open University undergraduate and taught postgraduate modules, who should refer to the <u>Conditions of Registration</u>.

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- d) Postgraduate Research Students (PGR programmes), who should refer to the Conditions of Registration for Postgraduate Research Students.
- e) Those studying non-credit bearing Open University Short Courses, who should refer to the <u>Conditions of Registration (Short Courses)</u>.
- f) Those studying through an Apprenticeship Programme with The Open University, who should refer to the <u>Conditions of Registration (Apprentices)</u>.
- g) Those studying a Vocational Qualification, who should refer to the <u>Conditions of</u>
 <u>Registration (Vocational Qualifications)</u>.
- h) Those studying Professional Development (PD) courses. Who should refer to the <u>Terms and Conditions (Professional Development courses)</u>.
- i) Those studying free courses on OpenLearn.

Related Documentation

As a Microcredential Learner you are asked to refer to the following documentation in conjunction with this document.

Documents that govern your study:

- Academic Conduct Policy
- Code of Practice for Student Assessment
- Code of Practice for Student Discipline
- Fitness to Study
- Student Complaints and Appeals Procedure
- Student Debt Policy

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Information and guidance:

- 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
- Student Protection Plan

The Open University Student Charter Values:

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

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.

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Section A: Your agreement to register as a Microcredential Learner

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.
- A1.2 These Conditions of Registration set out the terms of the agreement between you and The Open University. They incorporate and are subject to the regulations, policies and procedures made under the Charter and Statutes of The Open University and which are referred to in this document. Together, they set out the rights and responsibilities of both parties which will apply while you are a registered Microcredential Learner.
- A1.3 If you will be under the age of 18 on the start date of any Microcredential for which you are enrolling or registering, you will only be accepted as a Learner 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 that were considered when granting you permission to study, and to any additional terms or conditions required under Section A3 below.
- A1.4 If, at any time, any Open University employees or agents have said anything inconsistent with these Conditions of Registration, these Conditions of Registration will take priority, unless formally agreed in writing by The Open University.
- A1.5 The Open University Senate may make changes to rules, regulations, policies, and procedures as well as to individual Microcredentials and Microcredential Qualifications as set out in Section A7 of this document. 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 and these Conditions will incorporate and be subject to changes that take effect during the period for which these Conditions apply.

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- A1.6 It is your responsibility to ensure that the qualification or Microcredential you are registering or enrolling to study is recognised by the appropriate professional body or employer and/or country in which you intend to use that study. It is also your responsibility to ensure that qualifications that are studied by distance learning are also recognised by the appropriate professional body or employer and/or country in which you intend to use that study.
- A1.7 These Conditions, the Registration Agreement, and The Open University rules, regulations, policies and procedures referred to within them 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

- A2.1 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.
- A2.2 If you disclose a relevant, unspent criminal conviction with us during your studies, your access to our online systems will be temporarily removed whilst your disclosure is processed. Due to the length of Microcredentials and the time it takes to undertake a risk assessment, you will be unable to complete your Microcredential whilst this takes place. We will therefore cancel your registration for the Microcredential and any fees you have paid will be refunded to you.
- A2.3 Depending on the outcome of the disclosure process, either:
 - a) We will determine that your unspent criminal conviction would not interfere with your ability to complete one of our Microcredentials. In this case, we will contact you and facilitate your registration on a later presentation of your Microcredential.
 - b) We will determine that your unspent criminal conviction would interfere with your ability to complete our Microcredentials. In this case, we will contact you and discuss alternative options that are available within our Students in Secure Environments (SiSE) curriculum.

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- A2.4 If you have already submitted some assessed work as part of your Microcredential at the point of cancellation, please note that you will not be permitted to 'bank' (i.e. carry forward) this assessed work should you decide to return to study the same course. This is because assessment banking is not available on Microcredentials.
- A2.5 For more information on what the disclosure process includes, as well as how to tell us about disclosure, how this may affect your studies, and/or how to access help or advice, please see Section K.

A3. Complying with statutory responsibilities

A3.1 Health and Safety

The Open University has a duty to protect the health and safety of our Learners, Students, staff, 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.

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). This information might be disclosed to us through any of the communication methods listed in <u>Section G</u>: How we will communicate with you.

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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 learner is at risk of being drawn into terrorism, and share all relevant information with our Prevent team or external parties (for example the police and Channel - a programme that supports people who are vulnerable to radicalisation). This information might be disclosed to us through any of the communication methods listed in <u>Section G: How we will communicate with you</u>.

A4. Registration

- A4.1 The Registration Agreement will come into effect when we formally confirm (by letter or email) that we have accepted your application to register as a Learner of The Open University. Your application to register is subject to you satisfying us of the following:
 - a) you have read and agreed to these Conditions;
 - b) if applicable, you have met any requirements for registration onto the Microcredential as set out on the Open University website, and you accept the responsibility to have read, understood and met any eligibility criteria;
 - c) if applicable, you have met any requirements for registration for a qualification set out in the specific regulations governing your qualification;
 - d) if applicable, you have disclosed any legal restrictions or conditions under <u>Section A2</u> above;
 - e) you have met any additional conditions applied to your study under <u>Section A3</u>: above;
 - f) you have paid the relevant fee or provided an approved payment method (see section B1.2 for a list of approved payment methods);
 - g) if you are under 18, you are accepted to study under the <u>Policy for the admission</u> of applicants under the age of 18;
 - h) unless exceptional permission has been obtained, the Microcredential and/or qualification is available for study in the country in which you are resident;
 - you have met any additional residence requirements or provided required evidence as detailed within Section A5; and

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- you have not been suspended or excluded from participating in study or expelled from The Open University.
- k) you must not register for Microcredentials and/or modules that are worth a total of more than 120 credits at any one time unless prior approval has been given. Exceptional approval for study of more than 120 credits will only be granted if it is necessary to complete a qualification within the study time limits or due to maladministration by the University, and applications must be supported by a written statement and study plan.
- A4.2 Some Microcredentials may require you to create an account with a third-party site so that you can participate in and complete the course. There is no additional cost to do this. If this is a requirement for your chosen Microcredential, it will be made clear on the course web page. If you have any questions, please contact us.

A5. Residence requirements

- A5.1 The Open University is only able to sponsor a Student visa for Research Degree Students. This means that we are unable to sponsor your Student visa if you register to study a Microcredential or a taught qualification.
- A5.2 If you are currently resident in the UK on a standard visitor visa (excluding asylum seekers) which permits you to study with us whilst you are resident in the UK, but which only allows a stay in the UK for up to six months, you will only be eligible to:
 - a) register on a qualification that is available for study in the country in which you are <u>ordinarily resident;</u>
 - b) register or enrol on a Microcredential that is available for standalone study within the UK, if you will be resident in the UK when the Microcredential starts and for at least half of the duration of the Microcredential.

If you do not meet these criteria, we reserve the right not to allow you to register until you return to your permanent country of residence.

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- A5.3 If you are currently resident in the UK on a visa other than a standard visitor visa or an Application Registration Card (ARC), or are an asylum seeker who is still awaiting the outcome of your application, and your visa is due to expire within the next 12 months, we may restrict your registration or enrolment to Microcredentials studied on a standalone basis or towards a qualification at a lower level than you originally intended until you have secured a visa that meets our requirements. If you have not previously studied with The Open University, or your visa does not allow study in the UK, we reserve the right to only allow you to register once you have secured a visa that meets our requirements.
- A5.4 If you are an asylum seeker with permission to study in the UK, but you have restrictions on the length of your stay in the UK, or are still awaiting the outcome of your asylum application (including those on an Application Registration Card:ARC), we may need to restrict your registration or enrolment to standalone Microcredentials or to a qualification at a lower level than you had intended, until you have a visa that meets our requirements. If you have not studied with The Open University before or are moving to a new qualification, and are still awaiting the outcome of your asylum application (including those with an Application Registration Card (ARC)), we reserve the right not to allow you to register until your asylum seeker status or visa meets our requirements.
- A5.5 If you are currently resident in the UK on a visa which allows you to study in the UK and you meet the requirements in A5.3 above, or you are an asylum seeker with restrictions on the length of your stay within the UK and you meet the requirements in A5.4 above, you may be required to supply additional evidence, as required by UK Visas and Immigration (UKVI) before you can study certain subjects. The Open University is required to ensure that all Students studying with us have permission to do so. This means that you may be required to submit additional evidence to verify your status in the UK. If you are unable to provide evidence that verifies your status, we may be unable to accept your registration on to your chosen Microcredential(s) or be unable to permit you to attend face to face study events. If you have been allowed to register and you are unable to supply the necessary evidence, your registration may be cancelled, and any fees that have been paid refunded.

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- A5.6 If you are not resident in the UK, you may only register or enrol for a Microcredential that is available to study in your country of residence. You may only register for or declare a qualification (see <u>Glossary</u> for definition) where there are sufficient Microcredentials available (including all compulsory Microcredentials) to enable you to complete that qualification. You will need to meet any restrictions imposed on you by the education authorities in the country where you are resident before The Open University can accept your registration on your chosen Microcredentials or qualification.
- A5.7 When you register, you must provide your home address. If you live outside the UK, you should only give us your work address or 'care of' (c/o) address if you have been granted exceptional permission by The Open University to do so. This allows us to accurately assess the curriculum available to you. If you are unsure or would like to seek exceptional permission to use a work or 'care of' (c/o) address, please contact us.
- A5.8 If your place of residency is the UK, but you are temporarily resident outside the UK, you may need to give an address in the UK for delivery of any required study materials and arrange for the materials to be forwarded at your own cost. If you wish to use a British Forces Post Office address, you will also be required to provide an additional address for delivery of materials. If you would like to seek advice, please contact us.
- A5.9 The following Condition only applies to individuals planning to study with The Open University when resident (temporarily or permanently) outside of the UK and Republic of Ireland. You may be required to access Open University digital services to support your study of your Microcredential. In most cases, the ability to sign in to your student account and use all digital services will be fully accessible. However, in a small number of geographical locations, access may be restricted or only permissible with the use of a VPN (Virtual Private Network). If you are planning on studying with The Open University from outside the UK and Republic of Ireland, please see our guidance "Help with signing in to OU systems" for information on current restrictions. If you are unsure how this will affect you or you would like to seek advice, please contact us.
- A5.10 The Open University is not responsible for which VPN provider you opt to use to sign into Open University digital services. It is your responsibility to ensure the VPN provider you use is compatible with the location you are in or intend to travel to. It is also your responsibility to ensure you are aware of any legal requirements or restrictions in the location you choose to study in when using a VPN to access your studies.

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- A5.11 If you find you are unable to access your Microcredential via a VPN because of restrictions that are in force in your place of residency, then you will be offered a full refund. This is limited to locations where VPN access is either prohibited or restricted by law. If you are unsure how this will affect your studies, please contact us.
- A5.12 If there are VPN providers available in your place of residency (albeit with a limited service), it is your responsibility to ensure that you make use of these VPN providers when studying. If you are unsure how this will affect your studies, please contact us.
- A5.13 A refund will not be provided in the event of any technical issues that may arise with your VPN.
- A5.9.6 If you are travelling and choose to study in another location, it is your responsibility to ensure you can access your study materials online either by arranging to have access via a suitable VPN provider, or by you downloading materials before travelling. Not all Microcredentials permit the download of all materials. Please check your course website in respect of whether you are permitted to download course materials. Prior to enrolment on the course, you must ensure you have read and understood whether you are able to download these materials before you travel.

If you are unable to download materials, you accept it is your responsibility to ensure that you can access your study materials online through a suitable VPN provider. If you are unsure how this will affect your studies or whether you are able to download your Microcredential materials, please <u>contact us</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> website (whilst you are a registered and current Open University Learner). 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 our Student Privacy Notice and retained according to our Retention Policy.

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- A6.3 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, and provide services and facilities.
 - It is your responsibility to keep your personal information up to date and to notify us without delay if you change your name, contact details, or the country where you are resident or ordinarily resident. 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 E3.1a. 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 Help Centre.
- A6.4 If you are awarded any Open University qualification or certificate upon the successful completion of your Microcredential, your certificate will be issued in the name that we hold in our records for you at the point when you successfully completed your Microcredential.
- A6.5 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) The Open University approves an application for a change of name on public safety grounds.

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A7. Our right to make changes

A7.1 Changes to regulations

The Open University may amend rules and regulations or the way in which we apply them, in order to:

- Improve the experience of Learners
- Ensure the efficient and economic use of Open University resources
- Comply with changes in legal or regulatory requirements
- Maintain the reputation, good standing and academic standards of The Open University
- Correct errors or improve clarity and accessibility of regulations
- Take advantage of new technologies, methods, ideas and opportunities.

How changes will be made

Where such changes are to be made, The Open University will follow its rules for governance approval of those changes. We will give reasonable notice of changes to the regulations and rules, and the date they take effect.

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.

A7.2 Circumstances outside our control

A7.2.1 The Open University will take all reasonable steps to provide the educational services that you have registered to receive. There may be circumstances outside our control where we are unable to provide those services in full or in part 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.

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A7.3 Maintenance of academic standards

- A7.3.1 The Open University may suspend or cancel registrations and enrolments for a Microcredential if we are unable to guarantee academic standards at the start date of the Microcredential:
 - i. in the case of the first presentation of a Microcredential, where notice has been given during Registration that the Microcredential is either subject to external assessor inspection, 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 Microcredential starts; or
 - ii. for any other Microcredential, 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 Microcredential or the academic reputation of The Open University, 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 Microcredential since registration opened for that academic year that The Open University is unable to resolve before the Microcredential starts.
- A7.3.2 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

A7.4.1 The Open University may have to postpone, re-structure or cancel learning activities, and other teaching sessions or assessments due to the occurrence of an event or circumstance beyond its reasonable 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, platform, or materials. We will try to inform you of any such changes as early as possible and provide reasonable alternative arrangements wherever practicable.

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A7.5 Limiting places available for registration

- A7.5.1 There may be occasions where we need to restrict the number of places available to study a Microcredential at a particular start date. This could be for several reasons, such as limited Mentor availability or limited availability of study resources.
- A7.5.2 We will endeavour to resolve issues to enable all interested Learners to study a Microcredential at a particular start date, however where this is not possible, Learners may be asked to consider studying an alternative Microcredential or an alternative start date.
- A7.5.3 If the maximum capacity is reached before the <u>Final Enrolment Date</u>, we will administer a waiting list. Places will be allocated to Learners on the waiting list 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 and any time limits (if applicable), as well as alternative study options available to you. Learners on a waiting list will be given as much notice as possible to decide their alternative study options should these be required.
- A7.5.4 If you have been placed on a waiting list, there is no guarantee that you can continue to follow your chosen study order, or at your intended study intensity. You will be provided with advice and guidance on options available to you by the Student Support Team.

A7.6 Changes to Microcredentials and Microcredential-only Qualifications

Changes to Microcredentials

- A7.6.1 The Open University will not normally make changes to a Microcredential on which you are enrolled or registered.
- A7.6.2 A change to a Microcredential on which you are registered or 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.
- A7.6.3 If a change is made to a Microcredential on which you are enrolled or registered, you will be given as much notice as possible. If there is any detriment to you as a result of the change, you will be given the opportunity to withdraw from that Microcredential without penalty.

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A7.6.4 Microcredentials on which Learners are not yet enrolled or registered may be changed or withdrawn at short notice.

Changes to Microcredential-only Qualifications

A7.6.5 Availability of Microcredentials within qualifications

At the time you register for your Microcredential-only qualification, the information in our online prospectus will set out which Microcredentials are available to count towards your qualification, and the minimum period for which those Microcredentials will continue to be available to study.

If you have not completed your qualification during the time that those Microcredentials are available, we will continue to make available sufficient academically appropriate Microcredentials 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.

- A7.6.6 We continually seek to enhance our Learners' experience and ensure that our courses remain valid, relevant, and current. The Microcredentials 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 those available at the start of your qualification.

 Microcredentials on which Learners are not yet registered or enrolled may also be amended in line with any of the circumstances referred to in Clause A7.2.1
- A7.6.7 In line with this aim, and in any of the circumstances referred to in <u>Clause A7.2.1</u>, we may make changes to the structure of our qualifications. These may include the balance between core options and free choice Microcredentials, the balance between types of assessment, the order of study and rules for progression through the qualification, or the requirements for attendance at or participation in specified learning activities.
- A7.6.8 Where a qualification needs to be changed, you will be given the option to continue your studies under the new structure or to carry on under the original structure, subject to the <u>teach-out arrangements</u> set out in any notice given.
- A7.6.9 If you are unable to complete your qualification within the notice period, you can obtain advice and guidance to determine whether you are able to move to another similar qualification.

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A7.7 Withdrawal of a Microcredential-only Qualification

- A7.7.1 In line with our aim to ensure that courses remain valid, relevant and current, we may withdraw qualifications that cease to meet those requirements. We may also withdraw a qualification if it has become uneconomic to continue to offer that qualification or its constituent modules, or if there is a strategic decision to change the curriculum or how it is delivered. If we need to withdraw a qualification that you are registered for or have declared the intention to complete, we will give you notice and a reasonable opportunity to complete your study for it before it is withdrawn, subject to the continued availability of the required Microcredentials. If the withdrawal period is shorter than the qualification time limit, then the withdrawal date will override the qualification time limit.
- A7.7.2 Except in the circumstances set out in A7.9b below, the minimum notice period you will be given will allow you to complete the qualification at a study intensity of half the full-time equivalent rate (60 credits per year) assuming you do not defer or fail any Microcredential or take a study break. This may require you to study at a higher intensity than you have previously.
- A7.7.3 If you have not gained or will not gain sufficient credit to be awarded your qualification by the withdrawal date, you will not be able to complete it. You can obtain advice and guidance from your Student Support Team who will advise you if your existing credit can be counted towards a different qualification.

A7.8 Qualifications accredited by a Professional, Statutory or Regulatory Body

- A7.8.1 If your qualification is accredited by a professional, statutory, or regulatory body or any other validating or accrediting body, please note that for changes to qualifications (A7.7 above) or withdrawal of qualifications (A7.8 above):
 - a. you will be awarded the qualification with accreditation if you have achieved the required credit.
 - b. any notice period The Open University gives you may be reduced to comply with the requirements of the relevant body for the change to be made in a shorter period.
 - c. If accreditation is withdrawn or is not renewed before you complete your studies,
 The Open University will contact you to explain your options, and the <u>Student</u>
 Protection Plan will apply.

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A8. Complaints and Appeals

- A8.1 The Open University has a <u>Student Complaints and Appeals Procedure</u> which you can use to raise any concerns. 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>.

Section B: Your fees

B1. Your agreement to pay tuition fees and other charges

- B1.1 When you register as a Microcredential Learner with The Open University, you agree that you will pay the tuition fees and other charges which are due in respect of your studies. The tuition fee you agree to pay is shown in the Registration Agreement or registration confirmation. By applying to study at The Open University and agreeing to these Conditions, you also expressly agree to pay any additional charges that may be due to The Open University in respect of your studies that are not covered by the tuition fees, as set out below. You will be provided with information about those fees and charges, when they are due, and how they may be paid before you register. If you need more information, please contact us.
- B1.2 Payment of or arrangement to pay your fees must be in place by the <u>Final Enrolment</u>

 <u>Date</u> for your Microcredential. The payment methods we accept, depending on personal circumstances and eligibility, are:
 - Credit/Debit Card
 - Government funding (including loans and grants)
 - Sponsorship
 - Third-party payment by credit/debit card
 - Bank Transfer
 - Personal cheque/Postal Order
 - Enhanced Learning Credits

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- B1.3 The tuition fee covers all Microcredential materials and assessment for the course(s).
- B1.4 There may be extra costs in addition to the tuition fee, such as a suitable computer and internet access.
- B1.5 If you are not paying for your fees at the time of registration, we may accept an alternative approved payment method, such as by a sponsor. You are normally required to have secured agreement to pay your fees by an alternative method before we will accept your registration.
- B1.6 Payment via The Open University Student Budget Accounts Limited (OUSBA) is not permitted for Microcredential courses.

B2. Your liability for fees

- B2.1 You are normally required to have either paid or secured an agreement to pay your fees by an alternative method approved by us before we will accept your registration. We may however accept your registration before an approved payment method has been secured, conditional upon you having taken and/or agreeing to take all reasonable steps to secure that payment method within a reasonable time, specified by us.
- B2.2 If you are intending to pay part or all of your fees using an Enhanced Learning Credit, you will be personally liable to pay those fees once they have become due even if you have not obtained the Enhanced Learning Credit funding by that date.
- B2.3 We will only accept Enhanced Learning Credit Claim Authorisation Notes (CAN) where the tuition fees quoted are for your chosen presentation start date, and the fees for the relevant academic year have been approved by us and displayed on our online prospectus.
- B2.5 If you are registering to study a Microcredential-only qualification, you only become liable to pay fees as you register for each Microcredential. If you do not complete or pass all the Microcredentials required to achieve a qualification, you will not be entitled to receive any refund of fees you have paid for previously completed Microcredentials.

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- B2.6 If you are registering to study a standard qualification (containing a mixture of Microcredentials and Open University standard modules), you should refer to Section B2 'Your liability for fees' within the <u>Conditions of Registration</u> relevant to the academic year of your study.
- B2.7 Except where you have a right to cancel your course registration as referred to in Section E1 "How to Cancel or Withdraw your registration", there will be no refund of fees if you wish to end your Microcredential studies.
- B2.8 Failure to engage with the course content and/or learning activities, and failure to submit assessments (including late submissions where they will no longer be accepted by The Open University for marking), does not entitle you to a refund of fees.

B3. Failure to pay fees and charges

- B3.1 If you do not pay your fees or provide an approved payment method at the time of registration, The Open University will not accept your registration or enrolment unless Clause B2.1 or B2.2 above ("Your liability for fees") applies.
- B3.2 If you are permitted to register or enrol under Clause B2.1 above and you fail to secure an approved payment method within the time we have specified, we may cancel your registration or enrolment even if you have started studying. You will be given notice of our intention to cancel your registration or enrolment and a final opportunity to secure the payment or to pay by a different method. If your registration or enrolment is cancelled under this clause, any part payment of fees you or a sponsor has already made will be refunded, and any grant or loan in respect of part payment of fees will be cancelled.
- B3.3 If you are intending to pay part or all of your fees with a means tested award from a UK funding authority but your award does not cover your fees in full, your registration will only be complete once the fee shortfall has been covered. We will only be able to confirm registration to your funding authority (to allow any maintenance support to be released to you) when your registration is completed.
- B3.4 If we have accepted your registration and, for any reason, the payment method we have accepted is cancelled or withdrawn, we will cancel your registration even if you have started studying.

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- B3.5 If your registration or enrolment is cancelled under Clause B3.2 or B3.4 above, you will remain personally liable to us for all the fees that are due by the date of the cancellation. If you do not pay those fees, you will be in debt to The Open University and we will take action to recover that debt in line with our <u>Student Debt Policy</u>.
- B3.6 If you are required to pay any other charges in connection with your studies, and you do not pay them when they become due, you may not be provided with the services or facilities to which those charges relate. If at our discretion, they are provided and the charges remain unpaid, you will be in debt to The Open University and we will take action to recover that debt in line with our Student Debt Policy.
- B3.7 If you cancel your registration or your registration is cancelled, you will remain personally liable to The Open University for all the fees which are due up to the date of the cancellation. If you do not pay those fees, you will be in debt to us.

B4. Consequences of not paying your fees or additional charges

B4.1 If you do not pay your outstanding fees or other charges, including any further fees and other charges that may be due, i.e. all manner of debt which includes academic and non-academic debt, The Open University may take all reasonable steps including legal action to recover those fees and other charges from you in line with our Student Debt Policy.

We will advise you of any action you can take to limit your liability for further fees and other charges, and we will give you a reasonable opportunity to take that action before any further liability is incurred.

- B4.2 If you are in debt to The Open University for your tuition fees or other academic charges (academic debt) we may, in addition to Clause B4.1 above:
 - a) cancel your registration or enrolment at any time as detailed in <u>Section E2:</u>

 <u>"The Open University's right to cancel your registration".</u>
 - b) only permit you to undertake further study with us if:
 - you pay the associated tuition fees or other charges in advance or you secure an alternative payment method which we accept, and;
 - you settle or make arrangements to settle the debt.

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B4.3 If at our discretion we continue to provide tuition, facilities, or services or allow further registration or enrolment to Learners who are in debt to us, we reserve the right to take the actions mentioned above at a later date.

Section C: Your Microcredential or Microcredentialonly qualification

There are two subsections in this section, and you should read the one that applies to the way you are studying or the type of qualification you are studying towards. If you need any help, please <u>contact us</u>.

- C1 Students who are studying individual Microcredentials
- C2 Students who are registering or registered for a Microcredential-only qualification

Students registered on a standard undergraduate qualification, or have declared a postgraduate qualification (which contain both Microcredentials and standard Open University modules) should refer to Section C within the <u>Conditions of Registration (Taught Courses)</u>.

C1. Learners who are studying individual Microcredentials

C1.1 Who this section applies to

This section applies if you are studying an individual Microcredential.

C1.2 Counting Microcredential credit towards a qualification

Microcredentials are designed to be studied individually. You may also be able to count achieved Microcredential credit along with Open University module credit towards an Open University qualification as set out in the <u>Academic Regulations (Taught Courses)</u>. If you wish to link your Microcredential credit to a qualification, you must <u>contact us</u> to check your eligibility and whether you are required to meet any qualification entry requirements for that qualification, before either registering for, or declaring that qualification.

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C2. Learners who are registering or are registered for a Microcredentialonly qualification (planned from August 2024)

C2.1. Who this section applies to

This section applies if you are registering or are registered for a Microcredential-only qualification (planned implementation from August 2024).

C2.2 Your registered Microcredential-only qualification

- a) Your registered qualification is shown in the Registration Agreement and on StudentHome whilst you are a current Open University Learner. We will provide you with the opportunity to enrol for the Microcredentials you require to enable you to achieve your registered qualification. We do not however guarantee that any Microcredential(s) shown in the published information for your intended qualification will remain available in the future. Section A7.8 outlines how we may make changes to Microcredentials.
- b) During the enrolment process, you may be asked to make choices of Microcredentials or qualifications. Your choices or the previous choices you have made may restrict the Microcredentials you can enrol for as you progress through your qualification.

C2.3 Time limits for completing your Microcredential-only qualification

- a) The Open University may set a time limit for you to complete your Microcredential-only qualification. If you have not completed your qualification before this time limit expires, your qualification registration will lapse. If this happens, we will maintain your record of study and you may subsequently register on a Microcredential or a new qualification, if eligible, by following the rules in place at the time.
- b) If notice has been given that your Microcredential-only qualification is to be withdrawn, you will need to complete the required study before the withdrawal date to be awarded that qualification. Please see <u>Section A7.8</u> above for more information.

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C2.4 Classification of Microcredential-only qualifications

If your qualification can be awarded with a classification, this will be automatically awarded in accordance with the relevant Open University scheme of classification which will be set out in the qualification regulations.

Section D: Your learning

D1. Registering and studying your Microcredential

- D1.1 When you have met the registration requirements and we have confirmed that your application to register has been accepted, you will be registered on the Microcredential shown in the Registration Agreement. You will be able to access the Microcredential content and learning activities on the Microcredential start date.
- D1.2 When you are registered on your chosen Microcredential course shown in the Registration Agreement, you and The Open University each share responsibility for learning and commit to upholding the highest standards of academic integrity.

D1.3 You agree to:

- a) study the learning materials, participate in the learning activities, and submit the course assessment (if applicable) at the time and in the manner specified. You will be awarded academic credit upon successfully passing those required assessments.
- b) submit work that is your own. If we suspect that you have submitted someone else's work, or have engaged in other dishonest academic behaviour, we may need to take action under the <u>Academic Conduct Policy</u>.
- c) 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.
- d) engage with our <u>Fitness to Study Policy</u> if requested. The policy will be followed to support learners in situations where their behaviour raises concerns about their health, safety, and wellbeing, impact on their academic progress or ability to engage appropriately with their study and/or with others.

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e) abide by the relevant code of practice or ethics (detailed in The Open University Fitness to Practise Procedure) if you are studying a professional programme with us that is governed by a Professional, Statutory, or Regulatory Body. If you do not abide by the relevant code of practice or ethics, the Fitness to Practise Procedure will be followed. This could lead to your registration being withdrawn by your regulatory body, or The Open University not recommending you for registration.

D1.4 The Open University agrees to:

- a) provide a safe and supportive study 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 online tool. 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 the learning materials and course resources. These may include learner support, materials, and assessments as described in the Microcredential description in the online prospectus and on StudentHome.
- use our academic judgement to determine to what extent, if any, you have met the learning outcomes of the Microcredential(s). The <u>Code of Practice for Student</u> <u>Assessment</u> will apply to the assessment of your Microcredential.
- d) accept work submitted in Welsh from learners living in Wales. Your work will be treated equitably to work submitted in English.
- e) give you access to The Open University's Computing Helpdesk to support you with your studies.
- D1.5 As a Microcredential Learner, you are eligible for a deferral of your study, but are not eligible for a resit/resubmission of any assessment. If you are unable to submit your assessment on time and/or are unable to continue with your Microcredential, you must contact us and formally request a deferral following the rules within Section E:

 Cancelling or Withdrawing your Registration.
- D1.6 The Open University does not provide Careers and Employability support for Learners studying a Microcredential on its own. However, Learners registered on a standard qualification will be entitled to Careers and Employability support.

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D1.7 As an Open University Microcredential Learner, you agree only to access the services that you are prompted to use through your Microcredential content.

D2. Assessment

- D2.1 The Open University's <u>Code of Practice for Student Assessment</u> will apply to the assessment of each Microcredential. The Open University will apply academic judgment to determine the extent to which you have met the learning outcomes of the Microcredential(s).
- D2.2 Microcredential Learners living in Wales have the right to submit written work in Welsh.

 Work submitted in Welsh will be treated equitably to work submitted in English.

D3. Telling us about a disability

D3.1 If you have told us about a disability you have which might affect your studies or assessment, by providing us with any further information we request from you, will allow us to get a greater understanding of what reasonable adjustments may be required 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.

Section E: Cancelling or Withdrawing your Registration

E1. How to Cancel or Withdraw your registration

E1.1 To cancel your registration or enrolment on your Microcredential or qualification, you must inform The Open University of your decision by letter, email, or by telephone. Full details are in Changing Your Study Plans (Microcredentials on the VLE).

If you do not cancel by following this policy, you will not be eligible for any fee refunds, even if you have not participated, or you stop participating in learning or assessment activities.

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E1.2 The procedure you should follow to cancel or withdraw is as follows:

a) Cancelling your application before you are registered

To cancel your application before you are registered on a Microcredential or qualification, you should not proceed with completing your registration agreement. If we have sent you a printed Registration Agreement, please do not sign, alter, or return it. Please contact us to tell us you no longer wish to proceed, and we will cancel your application.

b) Cancelling your Microcredential and/or qualification within 14 calendar days of registration

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have a right to cancel your registration or enrolment to study a Microcredential and/or qualification, without giving any reason, within 14 calendar days of the date of the email or letter confirming our acceptance of your application to register. You must contact us to tell us you wish to cancel your Microcredential and/or qualification. You will receive a full refund of any fees you have paid or a waiver of any fees you are liable to pay for that Microcredential.

c) Withdrawing from your Microcredential and/or qualification more than 14 calendar days after registration

If you withdraw after 14 days following the date of registration, you must follow Changing Your Study Plans (Microcredentials on the VLE). Your eligibility for a fee refund or a fee credit is set out in this policy.

- E1.3 If you withdraw from your qualification, you will not be withdrawn from any Microcredentials(s) that you are registered or enrolled for unless you expressly request to withdraw from this course as well.
- E1.4 If you withdraw from a Microcredential, you will not be withdrawn from any qualification that you are registered for unless you expressly request this, or unless the Microcredential withdrawal means that your qualification registration lapses as per Sections E2.1 I) of this document.
- E1.5 If you withdraw from a Microcredential, you may not participate in any learning or assessment activities for that Microcredential after the date of withdrawal. Please note that Assessment Banking is not available on Microcredentials.

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E2. The Open University's right to cancel your Registration

- E2.1 The Open University 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 have not complied with a requirement of the conditions of your registration (for example, you have not returned the requested evidence or the evidence you returned did not successfully meet the specified entry requirements);
 - you fail to meet any academic or administrative requirements shown in the
 Microcredential or qualification description;
 - d) you fail to pay your tuition fees as set out in <u>Section B</u> "Your fees" or are in debt to us for tuition fees or other academic charges;
 - e) you were required to make a supplementary agreement and you have failed to complete such an agreement;
 - f) you are unable to meet any conditions in a supplementary agreement that are specified as requirements for registration or continued registration;
 - g) you break any of the conditions set out in this document (and any of the other rules and regulations referred to in it);
 - h) you are excluded from study by The Open University as a result of a breach of the <u>Code of Practice for Student Discipline</u> or any breach of restrictions placed on your access to study; or due to a voluntary or imposed break following a Fitness to Study Stage 3 Case Conference Panel in accordance with the <u>Fitness to Study</u> <u>Policy</u>;
 - i) you are resident in the UK on a visa, or you are an asylum seeker or refugee with a restriction on the length of your stay within the UK and have been asked to supply additional evidence to enable you to study certain subjects, as required by UK Visas and Immigration (UKVI) and outlined in Clause A5.5, but you have not supplied this evidence by the date we specify;

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- we are unable to deliver the services you require to complete your study from your geographical location, or we find that the Microcredential is not available for study in the country in which you are resident;
- you fail to disclose any relevant, unspent, legal restrictions or conditions under <u>Section A2</u>, in line with the <u>Code of Practice for Student Discipline</u> (SD1.4c, SD2.4 and SD2.5.1).
- your registration for a Microcredential qualification lapses because you have not completed the Microcredential qualification within the specified maximum time limit, or you have not registered for a Microcredential which counts towards your qualification and remained registered for at least 14 calendar days after the start date of that Microcredential in two successive academic years, unless you have had a formal study break approved in at least one of those years.

Please note that The Open University may also seek prosecution if you have supplied fraudulent information or carried out a fraudulent action.

- E2.2 If we cancel your registration for a Microcredential, you will no longer have access to the learning materials and course resources, and you may not participate in any learning or assessment activities after the date of cancellation.
- E2.3 If your registration is cancelled under Clause E2.1c, E2.1e or E2.1f after the Microcredential start date because you have not met the entry requirements of the Microcredential or qualification, you may be entitled to a full or partial discretionary fee refund/fee waiver of those Tuition Fees unless this is due to a default on your part. Please refer to the <u>Fee Rules</u> for more information.
- E2.4 Cancellation of your Registration does not preclude later registration for a different Microcredential or Microcredential qualification.

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

- E3.1 The Open University may cancel your Microcredential registration and/or your qualification registration if you have ceased to meet one or more of the following conditions where this is a requirement of the Microcredential and/or qualification:
 - fitness to practise a specified profession, in line with The Open University's
 Fitness to Practise Procedure;
 - 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 us if, at any time while you are a registered Learner, you cease to meet any of these conditions that apply in connection with your studies.
- E3.3 If your Microcredential registration is cancelled because you have not met one or more of the conditions specified as an entry requirement, you may be entitled to a fee refund or fee waiver at our discretion.
- E3.4 If your qualification registration is cancelled under Section E3 but your Microcredential registration is not cancelled, you may continue to study that Microcredential and be awarded credit for it.
- E3.5 If your qualification registration is cancelled under Section E3, this does not preclude later registration for a different Microcredential or Microcredential qualification.

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Section F: Computing

F1. Your Open University computing account

F1.1 We will provide you with a secure Open University computing account for the duration of your studies with us. It is your responsibility to keep your account secure and confidential, and to 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 possible by phoning +44 (0)1908 653972 or by emailing <u>OU-Computing-Helpdesk</u> if you think the security of your account has been compromised.
- F2.2 If you do not comply with Clause F2.1, you may be held responsible for any fraudulent activity connected with your computing account, even if this is carried out by someone else who has accessed your account either with or without your prior knowledge.

F3. Sharing information in online activities

- F3.1 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 and Open University staff who have a need to see the information concerned. For further information please see the Student Computing Policy.
- F3.2 If you want others to know a bit about you when you contribute to forums, you will be able to update your 'online appearance profile', for example so that it shows your social media ID and interests. Your online appearance profile can be accessed from various locations. Full details are provided in the Profile section of the Open University Computing Guide.

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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.
- F4.2 To study with The Open University, you will need access to a working computer and have internet access.

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 StudentHome.
- 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 that our emails reach you. You must ensure that your inbox has sufficient space to receive messages from us. We will not be responsible for any failure to receive emails if these Conditions of Registration are not adhered to.

G2. Through StudentHome

G2.1 Your Open University computing account will include access to a personalised Open University website called StudentHome. It displays details of the 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.

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G3. Through Open University websites

G3.1 We will provide you with access to Microcredential VLE sites where available, which will allow you to access learning materials and other course resources and may be used to post messages about your study. These sites may also be used to post messages about your course. Please note that access to your course website will be removed if your registration status has lapsed (in line with Clause E2.1) or if you cancel or withdraw from the Microcredential.

G4. Microcredential Learners living in Wales

G4.1 If you live in Wales and would like to receive correspondence in Welsh, please indicate this on your StudentHome profile.

G5. By phone

G5.1 We may monitor and record your phone calls with us to make sure that we have carried out your instructions correctly, and to help us improve our services through staff training.

Section H: Affiliation with Third-Party Organisations

- H1 Any affiliation or promotion of The Open University must be initiated by The Open University.
- 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.
- H3 You are not permitted to promote your views as representing or as being on behalf of The Open University.

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- 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 own name and not in the name of The Open University. Further information on this is detailed within our Academic Freedom Principles Statement. By registering to study with The Open University, you are agreeing to abide by the Social Media Policy as outlined in Clause F4.
- 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.
- Any failure to meet Clauses H2-H5 could be treated as a breach of the Code of Practice for Student Discipline (see <u>Section J: Discipline and Academic Conduct</u>).

Section I: Indemnity insurance

The Open University does not have indemnity insurance for Learners 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: Discipline and Academic Conduct

- J1 The Open University has a <u>Code of Practice for Student Discipline</u>. When you register to study you agree to be bound by this Code.
- J2 When you register to study with The Open University you agree to comply with the Academic Conduct Policy.

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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);
 - 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;
 - 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 law see Children Act 2004 or equivalent for your nation.
- 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 applies. If you are unsure whether your conviction is unspent and therefore needs to be disclosed, you can seek advice from the <u>Student Risk Checks Team.</u>

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K2 How to make a disclosure

To disclose an unspent criminal conviction, you can:

- request a self-declaration form from the Student Risk Checks <u>Team</u>; or
- disclose to any member of Open University staff, by any means. You will then be
 referred to the Student Risk Checks <u>Team</u> who will ask you to complete and return a
 self-declaration form if appropriate. If you haven't heard from the Disclosures team
 within 2 days of disclosing to a member of our staff, please contact the <u>Student Risk</u>
 Checks Team.

K3 What happens after disclosure

- K3.1 Disclosure will not result in an exclusion from The Open University. However, your registration on your Microcredential will be cancelled whilst your disclosure is being processed. This may mean that you are offered a later start date if the disclosure permits you to study a Microcredential with us.
- K3.2 The information you provide will be referred to our Student Risk Checks Team who manage disclosures, in line with our <u>Disclosure Framework</u>. The Student Risk Checks team will ask for more information regarding your relevant unspent conviction and will advise on the impact this may have for current and future studies.
- K3.3 If we determine that your legal restrictions and conditions make your choice of Microcredential or qualification not viable, we will suggest alternative programmes of study, where available.

Section L: Summary of significant changes since previous version

This is the first publication of this policy document.

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Glossary

Assessment banking

Assessment banking is when you keep the scores from assessment you have already completed, carry these forwards to a future presentation of the same module and complete the outstanding assessment requirements within that future presentation. Please note that Assessment Banking is not available on Microcredentials.

Cancellation period

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have a right to cancel your registration to study a Microcredential and/or qualification, without giving any reason, within 14 days of the date of the email or letter confirming The Open University's acceptance of your application to register ("the Cancellation Period").

Case Conference Panel

The role of the Fitness to Study Case Conference Panel is to review the progress of your case and to decide how to proceed with your case 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,
- to instigate disciplinary action (please refer to the <u>Code of Practice for Student Discipline</u>).

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

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.

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Credit

A value which is related to the workload and assessment required to successfully complete a Microcredential. One credit represents about 10 hours of study. You will be awarded credits when you successfully complete a Microcredential, so if you pass a 10-credit Microcredential you will be awarded 10 credits and will have completed about 100 hours of study.

Declared Qualification

A qualification that you have told us that you are studying towards and to which you are linking the Microcredentials that you study and are awarded credit for.

Disclosure

To make current legal restrictions, conditions or arrangements related to criminal convictions known to The Open University either at the point of registration, or during your time studying with us dependent on when the restrictions conditions or arrangements came into effect.

Enhanced Learning Credit

A funding method provided by the Ministry of Defence to sponsor their Armed Forces personnel to improve their education.

Enrolment

The process by which a Learner who is registered for a qualification is allocated to a Microcredential that will be studied as part of that qualification.

Final Enrolment Date

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

Final Deferral Date

The final deferral date is the last date you will be allowed to defer or withdraw from a Microcredential. It is the last working day before you submit the final assessment.

Home Address

Where you are ordinarily and lawfully resident.

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Lapse in registration

If your registration on a qualification or Microcredential lapses, you cease to be a registered Learner of The Open University. A lapse in registration is not the same as the registration being cancelled by you or by The Open University.

- a) Your registration as a Learner of The Open University will lapse if you do not subsequently register for a Microcredential or qualification within two academic years following the academic year in which you began study of that Microcredential. For example, if you begin study in the 2023/24 academic year and do not return to study a Microcredential in the 2024/25 or 2025/26 academic years, your registration will lapse. The exception to this is if you have applied for an approved study break.
- b) If you are registered for a qualification, your registration will lapse if:
 - (i) In the case of the first module or Microcredential presentation following your qualification registration, you do not remain enrolled on at least one Microcredential or module in that presentation for at least 14 calendar days after the start date of that module or Microcredential.
 - (ii) You do not enrol for a module or Microcredential that counts towards your qualification and remain enrolled for at least 14 calendar days after the start date of that module or Microcredential in two successive academic years unless you have formally deferred your enrolment in at least one of those years.
 - (iii) If you have not completed the qualification within the specified maximum time limit.

Microcredential

A course studied online that consists of between 100-150 hours of study time (including the summative assessment) for which academic credits are awarded.

Microcredential Learner

A Learner studying for a Microcredential, or registered onto a Microcredential-only qualification. As a Microcredential Learner, you will also be asked to agree to other Open University Policies and Procedures as listed within these Conditions, which refer to you as a Student.

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Microcredential-only qualification

A qualification that comprises of Microcredential credit only.

Microcredential Start Date

The date on which teaching of a Microcredential officially begins. There may be communications or the provision of access to learning facilities from us before this date. You will be informed of the Microcredential Start Date when you register.

Non-academic debt

This is debt that is owed to The Open University, excluding Tuition Fees.

Ordinarily and lawfully resident

Where you are lawfully, habitually, and normally resident from choice for a settled purpose, apart from temporary or occasional absences.

Postgraduate Research Student (PGR)

A Student who is registered for a Postgraduate Research Degree.

Postgraduate Learner

A Learner who is registered for a Microcredential that is designated as a postgraduate Microcredential (FHEQ level 7).

Registered Qualification

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

Registration/Registration Agreement

The process by which you become a Microcredential Learner of The Open University. Subject to these Conditions of Registration you may register for a Microcredential or qualification.

Study Break

When you stop studying temporarily. You can take a break for a full academic year (1 August until 31 July), within which you do not register or enrol on further Microcredentials for that year.

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Teach-out arrangements

Teach-out arrangements apply where we have given notice of a change to the structure or study requirements of a qualification, or for its withdrawal. They are the arrangements that enable Students who have registered for, or declared that qualification, to complete it within the notice period before the change or withdrawal takes effect.

Undergraduate Learner

A Learner who is registered for a Microcredential that is designated as an undergraduate Microcredential (FHEQ levels 4-6).

Tuition Fee

This is the fee payable to The Open University, and solely covers the academic study of your Microcredential. It doesn't cover any non-academic costs such as internet access or laptop.

Us/We/Our

This refers to The Open University.

Further clarification

Please send any information or other correspondence to us electronically so we can respond to you as quickly as possible. You can also contact us by phone or post. To check the latest postal address and other contact details, or for the most up-to-date response times for receiving and sending postal correspondence to us, please see <u>OU Offices</u>.

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

Student Support Team/ The Open University

The Open University
PO Box 197
Milton Keynes
England

MK7 6BJ

Phone +44 (0)300 303 5303

Email www.open.ac.uk/contact

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The Open University in Wales

If you are resident in Wales, you can speak to a student support adviser in Welsh or English.

The Open University in Wales

18 Custom House Street

Cardiff

Wales

CF10 1AP

Phone +44 (0)29 2047 1170

Email 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

The Open University in Scotland

The Open University in Scotland

10 Drumsheugh Gardens

Edinburgh

Scotland

EH3 7QJ

Phone +44 (0)131 226 3851

Email scotland@open.ac.uk

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

The Open University in Ireland

110 Victoria Street

Belfast

Northern Ireland

BT1 3GN

Phone +44 (0)28 9032 3718

Email northernireland@open.ac.uk or ireland@open.ac.uk

For new Students from outside the UK (except Republic of Ireland)

Phone +44 300 303 0266

https://www.open.ac.uk/courses/international-students

Or email us from our website www.open.ac.uk/contact

For more information or support to disclose legal restrictions and Conditions:

Student Risk Checks Team and Disclosures Team

The Open University

Walton Hall

Milton Keynes

MK7 6AA

Phone +44 0300 303 6789

Email: Student-Risk-Checks@open.ac.uk

Email: Sise-Disclosures@open.ac.uk

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

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