

### Contents

Alternative format of this Supplementary Agreement .....	2
Scope .....	2
Introduction.....	2
Related Documentation .....	4
Main terms of the Supplementary Agreement.....	4
1 Professional Standards and Fitness to Practise Procedures .....	4
2 Practice Learning Periods.....	7
3 Termination of Employment and/or Sponsorship.....	9
4 Termination of Registration .....	10
5 Your Studies .....	12
6 Information sharing and Data Protection .....	13
7 Withdrawing from or deferring your studies .....	15
8 Summary of significant changes .....	16
Glossary .....	18
Further clarification of this Supplementary Agreement.....	23
Feedback.....	25
Appendix A : Circumstances under which Students may be considered for an extension to complete their qualification .....	26

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

## Alternative format of this Supplementary Agreement

If you require this document in an alternative format, please contact the Student Support Team via <http://www.open.ac.uk/contact/> (phone +44 (0)300 303 5303) if you are a current Open University Student Nurse, or the Apprentice and Enrolment Support Team (AEST) via [StudentHome](#) if you are a current Nursing Apprentice.

**Mae fersiwn Gymraeg o'r polisi hwn ar gael.**

**A Welsh language version of this policy is also available.**

## Scope

### What this Supplementary Agreement covers

This Supplementary Agreement applies to Students or Apprentices that have been accepted on to The Open University's Pre-Registration Nursing programme.

### What this Supplementary Agreement does not cover

This Supplementary Agreement does not apply to Students or Apprentices who have not yet been accepted on to The Open University's Pre-Registration Nursing programme, are studying modules that could count towards a qualification outside the Nursing programme, or Students or Apprentices studying other work-based learning qualifications or programmes, such as Social Work.

It does not apply to Students or Apprentices studying non-Nursing versions of modules and/or qualifications.

### Apprenticeships

If you are studying an apprenticeship, some sections of this document do not apply to you. These are made clear within each relevant section. If you have any questions, please contact the [Apprentice Enrolment and Support Team \(AEST\)](#).

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

# Introduction

This Supplementary Agreement sets out the additional terms agreed with The Open University for your study towards a Pre-registration Nursing programme (including Pre-registration Degrees, Foundation Degrees, and Degree Apprenticeships). It is the Supplementary Agreement referred to in the [Conditions of Registration](#) and [Conditions of Registration \(Apprentices\)](#) and should be read together with those Conditions and the rules, regulations, and policies referred to within them. By registering for a Nursing qualification, you are agreeing to these terms. A [Glossary](#) is included to explain any terms that may be unfamiliar to you.

This Supplementary Agreement is effective from the date you registered for your Nursing qualification and will continue to apply until you have either completed your qualification, or your registration has lapsed or been cancelled, whichever occurs first.

For specific guidance on how this agreement may relate to your personal circumstances, please contact your [Student Support Team](#), or the [Apprentice Enrolment and Support Team](#), or equivalent Nation contact.

This Supplementary Agreement 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.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

## Related Documentation

Refer to this document in conjunction with:

- [Conditions of Registration](#) or [Conditions of Registration for Apprentices](#) as relevant to your qualification
- [Fee Rules \(Undergraduate Study\)](#)
- [Fitness to Practise Procedure](#)
- [Fitness to Study Policy](#)
- [Nursing & Midwifery Council \(NMC\) - The Code; Professional standards of practice and behaviour for Nurses, Midwives and Nursing Associates](#)
- Qualification-specific regulations for your Nursing qualification.
- [Student Privacy Notice](#)

## Main terms of the Supplementary Agreement

### 1 Professional Standards and Fitness to Practise Procedures

- 1.1 To study a Nursing qualification with The Open University, there are additional requirements to disclose legal restrictions and conditions in line with the Nursing and Midwifery Council (NMC) [Guidance on health and character](#). You will be required to have an enhanced Disclosure and Barring Service (DBS) clearance (in England and Wales), a Disclosure Scotland check (in Scotland) or an Access NI check (in Northern Ireland). You will be required to complete a self-declaration (which may include relevant spent convictions). Self-disclosure of relevant spent convictions will only be required if explicitly stated by the NMC. The Open University will inform you of the information you will be required to disclose if appropriate, before registering on your Nursing qualification. For further information please contact your [Student Support Team](#) or the [Apprentice Enrolment and Support Team](#) (or equivalent Nation contact).
- 1.2 By entering into this Supplementary Agreement you explicitly acknowledge that you understand and agree to be bound by the professional standards set by the Nursing and Midwifery Council (NMC) in The Code which applies to Nursing Students. This means that:

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

- a) If a concern is raised that you are not achieving or maintaining those standards at a level appropriate to the stage of your studies for the Nursing qualification, you may be referred under The Open University's [Fitness to Practise](#) Procedure.

This may result in the following in relation to your studies towards one of the qualifications in the Nursing programme:

- conditions being applied to you, before you can continue to study for the qualification (and therefore conditions applied to your employment, if you are a Nursing Apprentice);
- suspension from study from the qualification;
- termination of registration towards the qualification;
- the withholding of the award of the qualification.

- b) You agree to notify The Open University as soon as practicable of any matter which may give rise to any concern about your ability to meet the professional standards of the NMC. You should contact your Practice Tutor or where this may cause delay, the Staff Tutor in your area. The Employer Link or Independent Route Host Link at your organisation, your [Student Support Team](#) (Students on Nursing Programmes) or the [Apprentice Enrolment and Support Team](#) (Apprentices on Apprenticeship Programmes) will be able to provide contact details as necessary.

1.3 To be eligible for the award of a Nursing qualification you must, in the opinion of The Open University, satisfactorily meet both the academic requirements and the professional standards requirements. You must successfully complete all required modules as outlined in the Qualification Regulations specific to your qualification to receive the award.

1.4 If you have failed to meet the required professional standards due to matters that occurred prior to your registration with the Regulator, a declaration to the Regulator of your good health and character may be withheld on the recommendation of a Fitness to Practise panel. This may be the case even if you have been awarded sufficient module credit to satisfy the academic and practice learning requirements of the Nursing qualification. This would mean that you would be unable to register and therefore practise as a Nurse regardless of the award of the qualification.

1.5 The programme may include the requirement for you to undertake remote consultations. If so, The Open University's [Fitness to Practise](#) procedures would apply, and any breach of the applicable professional standards would be dealt with under these procedures.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

- 1.6 If your Nursing qualification has been awarded, and any matters of concern that occurred before the award was issued subsequently come to light that in the opinion of a Fitness to Practise panel ought to have been declared and would have resulted in the withholding of the Nursing qualification, then the matter will be referred to The Open University's Central Disciplinary Committee. The Central Disciplinary Committee has the power to withdraw the Nursing qualification.
- 1.7 If the Nursing qualification is not awarded as a consequence of actions by a Fitness to Practise panel or the Central Disciplinary Committee, you may be offered an alternative Open University qualification for which you have met the credit requirements, provided you are not subject to other disciplinary sanctions.
- 1.8 Neither the offer of a place onto the qualification by The Open University nor successful completion of the qualification guarantees your entry onto the professional NMC register. The NMC retains the right to determine your entry to the professional register at the point of registration (see [Guidance on Health and Character](#), NMC 2019). Please refer to the NMC guidance for the most up to date information regarding the requirements for NMC registration.
- 1.9 You will need to have met all the educational requirements and personal attributes specified for entry onto your chosen qualification. All requirements of the programme must be completed before the qualification will be awarded.
- 1.10 You will be required to obtain satisfactory Occupation Health Clearance, and to comply with any health requirements for your occupation: this may include having immunisations, for example Hepatitis B or Covid-19 vaccines.
- 1.11 Your registration on the Nursing qualification will be conditional until you have satisfied The Open University that you have met all required Academic, Vocational and Professional conditions of entry for the Nursing Qualification. This includes providing the necessary documented evidence, where applicable.
- 1.12 For students on the Independent Route, you must enter into an Honorary Contract with your Independent Route Host prior to registration onto the Nursing Qualification.
- 1.13 The Open University will terminate your registration on the Nursing qualification if we are not satisfied that you have met all required Academic, Vocational and Professional conditions of entry for the Nursing Qualification, prior to your module start date. This includes having a satisfactory criminal record check as per Clause 1.1 and an Occupation Health Clearance.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

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## 2 Practice Learning Periods

2.1 When you register for a Nursing qualification with The Open University, you agree to:

- a) Co-operate with your Employer (Apprentices), Learning Sponsor, Independent Route Host or Placement Provider to facilitate your participation in sufficient appropriate Practice Learning Periods to enable you to meet the learning outcomes of the Nursing Degree.
- b) Co-operate with your Employer (Apprentices), Learning Sponsor, Independent Route Host or Placement Provider and meet any reasonable requirements to maintain the reputation of the Placement Provider and The Open University, and comply with their legal obligations and service standards in connection with your participation in the Practice Learning Opportunities provided.
- c) For students and apprentices who are employed as part of their programme, comply with the employment policies and practices of the Employer (Apprentices), Learning Sponsor and/or Placement Provider, and take all reasonable steps to maintain your employment and any Practice Learning Opportunities provided, to complete the Nursing qualification. Please note: ongoing employment is a requirement to continue studying the Nursing qualification through the programme route. **Clause 2.1c does not apply to students on the Independent Route, who should instead refer to clause 2.1d.**
- d) For the Independent Route, you must comply with the policies and practices of the Independent Route Host; you must also comply with the policies and practices of the placement provider (if this is different to your Independent Route Host). You must also take all reasonable steps to maintain your Honorary Contract and any Practice Learning Opportunities provided, to complete the Nursing qualification. Ongoing placement allocation is a requirement to continue studying the Nursing qualification on the Independent Route.

2.2 Whilst undertaking practice learning, you are required to co-operate with the Practice Assessor/ Practice Supervisor allocated by your practice Placement Provider. Your Practice Assessor/ Practice Supervisor will:

- a) carry out observations and supervised practice, offering regular feedback to you throughout the Practice Learning Period;

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

- b) carry out any assessment responsibilities required by the Pre-registration Nursing Programme; and
- c) participate in planning, monitoring and review meetings with you and your Practice Tutor.

2.3 If you are in breach of Sections 2.1 or 2.2, and in the opinion of your Employer (Apprentices), Learning Sponsor, Independent Route Host and/or the Open University Staff Tutor, it is not reasonably practicable for you to complete a Practice Learning Period, then your Employer (Apprentices), Learning Sponsor, Independent Route Host, Placement Provider and The Open University are not obligated to provide a further opportunity for you to meet the practice learning requirements for that module. In these circumstances you will be deemed to have failed the module and your studies may be suspended in accordance with the [Fitness to Practise Procedure](#).

## **2.4 Students studying a Nursing qualification (who are not part of an Apprenticeship Programme or Independent Route)**

2.4.1 If the Learning Sponsor does not allow you sufficient time to complete Practice Learning Periods as set out in the module materials, The Open University will endeavour to extend your study period to allow the Learning Sponsor to provide sufficient practice learning opportunities. The Learning Sponsor or, where applicable, Financial Sponsor, will be liable for any additional costs incurred as a result of such extension, or to provide you with advice and support in finding an alternative Learning Sponsor and/or Practice Learning Periods.

## **2.5 Learners studying on an Apprenticeship Programme**

2.5.1 As an Apprentice, your employer is required to allow you planned 'off the job' hours. These should be paid hours in which to study. The duration of your apprenticeship and the planned hours were agreed at the start of the programme and include the Practice Learning Periods.

## **2.6 Students studying a Nursing qualification on the Independent Route**

2.6.1 If the Independent Route Host does not allow you sufficient time to complete Practice Learning Periods as set out in the module materials, The Open University will endeavour to extend your study period to allow the Independent Route Host to provide sufficient practice learning opportunities. We will provide you with advice and support in finding an alternative Independent Route Host and/or Practice Learning Periods where necessary.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025



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### **3 Termination of Employment and/or Sponsorship**

#### **3.1 Students studying a Nursing qualification (who are not part of an Apprenticeship Programme or Independent Route)**

- 3.1.1 Your Learning Sponsor's obligations, as set out in this Agreement, will end if you leave your employment. To remain registered for the Nursing qualification you will be responsible for finding a suitable alternative Learning Sponsor to complete any further practice learning required and to complete the Nursing qualification within the specified time limit.
- 3.1.2 If you receive financial support towards the cost of your tuition fees and it is withdrawn for any reason, you must ensure you continue to meet your fee liabilities. This may include securing new financial sponsorship or using student loans. If you do not secure funding for your tuition fees, you will be withdrawn from the programme.
- 3.1.3 You must notify The Open University at the earliest opportunity of any potential change to your employment that may affect your ongoing relationship with your Learning Sponsor and/ or your Financial Sponsor to enable alternative arrangements to be considered.
- 3.1.4 If your Financial Sponsor and Learning Sponsor are different organisations and you leave your employment, then with your Financial Sponsor's agreement, you may seek suitable employment with an alternative employer who will agree to act as your Learning Sponsor. This will allow you to continue with your Nursing qualification as long as the new employer can provide the appropriate practice learning experiences and Practice Assessors/ Practice Supervisors to meet the qualification requirements. You must contact your [Student Support Team](#) to discuss the suitability of this proposed change.
- 3.1.5 In the event that The Open University's collaboration agreement with your Learning Sponsor is terminated, we will take reasonable steps to enable you to finish the programme including completing all necessary modules and carrying out all necessary Practice Learning Periods.

#### **3.2 Learners studying on an Apprenticeship Programme**

- 3.2.1 If your employment is terminated for any reason during your apprenticeship, please contact your Practice Tutor or the [Apprentice Enrolment and Support Team](#) as soon as possible as this will affect your ability to continue with your programme of learning.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

### **3.3 Students studying a Nursing qualification on the Independent Route**

- 3.3.1 Your Independent Route Host's obligations, as set out in this Agreement, will end if you leave your placement or your Honorary Contract is terminated. The Independent Route Host will inform the Open University if your Honorary Contract is terminated. To remain registered for the Nursing qualification you will be responsible for finding a suitable alternative Independent Route Host to complete any further practice learning required and to complete the Nursing qualification within the specified time limit.
- 3.3.2 If you receive financial support towards the cost of your tuition fees and it is withdrawn for any reason, you must ensure you continue to meet your fee liabilities. This may include securing new financial sponsorship or using student loans. If you do not secure funding for your tuition fees, you will be withdrawn from the Programme.
- 3.3.3 You must notify The Open University at the earliest opportunity of any potential change to your placement status that may affect your ongoing relationship with your Independent Route Host to enable alternative arrangements to be considered.
- 3.3.4 In the event that The Open University's collaboration agreement with your Independent Route Host is terminated, we will take reasonable steps to enable you to finish the programme including completing all necessary modules and carrying out all necessary Practice Learning Periods.

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## **4 Termination of Registration**

- 4.1 The Open University may cancel your registration for the Nursing qualification in the circumstances set out in the [Conditions of Registration](#) or [Conditions of Registration \(Apprentices\)](#) as appropriate to your qualification. In addition, we may cancel your registration if you do not:
- a) remain in employment (for Apprenticeship Learners and Students studying a Nursing qualification who are not on the Independent Route).
  - b) undertake practice learning with your Learning Sponsor or an agreed Placement Provider.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

- c) maintain the standards of the Nursing and Midwifery Council (NMC) regarding your health, competence, and standards of behaviour.
- d) satisfy The Open University that you have met all required Academic, Vocational and Professional conditions of entry for the Nursing Qualification, prior to your module start.

4.2 If you fail a module (including the failure of any resit or resubmission), it is at your Employer (Apprentices), Financial Sponsor's (where applicable), Independent Route Host (Independent Route) and/or your Learning Sponsor's discretion whether they continue to support you on the Nursing programme.

If you are an Apprentice, you should contact the [Apprentice Enrolment and Support Team](#) or equivalent Nation contact for further information on whether you will be supported to continue.

Students studying a Nursing qualification outside of an Apprenticeship Programme should refer to the criteria outlined in the [Fee Rules](#) to determine whether you or your Financial Sponsor should pay reduced fees to repeat study of a module you have failed.

### **4.3 Students studying a Nursing qualification (who are not part of an Apprenticeship Programme or Independent Route)**

4.3.1 If support is withdrawn by your Financial Sponsor or Learning Sponsor, The Open University will cancel your registration for the Nursing qualification. Your registration will be reinstated if, before the start date of the next module presentation, you have obtained an alternative Financial Sponsor (or in England only, made suitable alternative arrangements for the payment of tuition fees) and/or Learning Sponsor.

4.3.2 If support is withdrawn, you may study academic modules that are not specific to the Nursing programme within the stage you are currently studying, provided you can meet the learning outcomes of that module. However, you will need to find a replacement Financial or Learning Sponsor to continue with the Nursing programme at the next module start date.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

4.3.3 If your contract with your Learning Sponsor is terminated, you must find a replacement Learning Sponsor in order to complete modules incorporating the required Practice Learning Periods for the stage of the Nursing Degree you are studying. If you do not do this within 2 years of your last Practice Learning Period, you will be deregistered from the Nursing Degree. In such circumstances you may retain your credit and return to study later if you are eligible to do so, subject to the rules and regulations that are in place at the time of your subsequent registration.

#### **4.4 Students studying a Nursing qualification on the Independent Route**

4.4.1 If support is withdrawn by your Independent Route Host or your Honorary Contract is terminated, The Open University will cancel your registration for the Nursing qualification. Your registration will be reinstated if, before the start date of the next module presentation, you have obtained an alternative Independent Route Host.

4.4.2 If support is withdrawn, you may study academic modules that are not specific to the Nursing programme within the stage you are currently studying, provided you can meet the learning outcomes of that module. However, you will need to find a replacement Independent Route Host to continue with the Nursing programme at the next module start date.

4.4.3 If your Honorary Contract with your Independent Route Host is terminated, you must find a replacement Independent Route Host in order to complete modules incorporating the required Practice Learning Periods for the stage of the Nursing Degree you are studying. If you do not do this within 2 years of your last Practice Learning Period, you will be deregistered from the Nursing Degree. In such circumstances you may retain your credit and return to study later if you are eligible to do so, subject to the rules and regulations that are in place at the time of your subsequent registration.

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## **5 Your Studies**

5.1 You must complete your Nursing qualification within the specified timescale cited in the Qualification Regulations and shown on [StudentHome](#) unless you are given an extension at the discretion of the Board of Studies for Health, Wellbeing and Social Care. If you are studying an apprenticeship, any application for an extension must be made in agreement with your Employer and The Open University, and must comply with the rules stated by your Funding Provider and regulator.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

Applications for an extension may be considered where you have been unable to study due to reasons beyond your control ([see Appendix A](#)). Other circumstances where an extension may be granted are:

- a) if you have been suspended under the [Fitness to Practise Procedure](#) and subsequently reinstated;
- b) if you lose your job through no fault of your own and are unable to find an immediate replacement (Students studying for a Nursing qualification outside of an apprenticeship only).
- c) If your placement is no longer available or removed (Students studying for a Nursing qualification on the Independent Route only)

5.2 If for any reason you are unable to complete the Practice Learning Periods for a module, when you return to study you will be required to complete at least the final Practice Learning Period of the Stage of the Nursing qualification you had reached before interrupting your studies. You may request to have practice hours that you have completed during the module carried forward from those Practice Learning Periods that you have completed in full.

5.3 If you are studying a Nursing qualification outside of an Apprenticeship Programme, you must study at least every other year, or take an approved study break as set out in the [Changing Your Study Plans Policy and Procedure](#) otherwise you will be deregistered from your Nursing qualification.

5.4 You may be permitted to begin a module at the next stage of the Nursing qualification before you have completed and received results for a module at an earlier stage. In such circumstances, you must have completed and received results for the earlier module within 12 weeks of the start of the next stage module. If this is not possible or you do not receive a pass result, you will not be able to start or remain enrolled on the next stage module. Any financial implications will be discussed with you.

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## 6 Information sharing and Data Protection

6.1 Please see The Open University's [Student Privacy Notice](#) for full information on how we collect and use data. Some additional points relate to this Supplementary Agreement. By entering into this Supplementary Agreement:

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

- a) The Open University may share (or will share for Apprentices) information about your academic performance and professional standards relating to your study for a Nursing qualification with your Employer (Apprentices), Learning Sponsor, Financial Sponsor, Independent Route Host and any Placement Provider. Information about issues relating to your conduct may be shared where they may affect your professional suitability or fitness to practise and your continued participation in any practice learning environment.
- b) The Open University will inform your employer or Independent Route Host at Stage 2 of the [Fitness to Study Policy](#) if this is applied to you. Please refer to the [Fitness to Study Policy](#) for more details.
- c) The Open University may consider any concern that is raised through our [Fitness to Practise Procedure](#). This may lead to conditions being applied to your continued registration on the programme, your suspension or deregistration from the programme, or your expulsion from The Open University.
- d) Information about your health and any disability you tell us about may be shared with Placement Providers or your Independent Route Host in line with legal obligations to provide reasonable adjustments to comply with 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. Additionally, data may be shared so that neither you nor members of the public are put at risk while you carry out a placement.
- e) The Open University will keep any information shared secure, and process data in line with the [Student Privacy Notice](#). Your Employer (Apprentices), Learning Sponsor, Financial Sponsor, Independent Route Host, and any Placement Provider will store and process information in accordance with their Privacy Notices.
- f) Your Employer (Apprentices), Financial Sponsor (where applicable), Learning Sponsor, Independent Route Host or any Placement Provider may notify The Open University of any matter that raises concerns about your ability to meet the professional standards of the Nursing and Midwifery Council (NMC).

The Open University, your Employer (Apprentices), your Learning Sponsor, your Financial Sponsor (where applicable), Independent Route Host, and any Placement Provider may share information and evidence about matters relating to your conduct that might affect your professional suitability, fitness to practise, continued

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

employment, or your participation in a Practice Learning Period. Your Learning Sponsor, as your employer, has the right to deal with employment related matters under their own procedures, independently to our [Fitness to Practise Procedure](#), however, this may also be invoked in respect of those matters. Your Independent Route Host has the right to deal with any matters related to your honorary contract under their own procedures, independently to our fitness to practice procedures, however this may also be invoked in respect of those matters.

- g) The Open University may also have a legal obligation to provide certain information to the NMC.
- h) The Open University will, where required, notify the NMC of any matter relating to suitability or fitness to practise that is under investigation as well as the outcome of any investigation. However, we will not share information regarding an investigation into Fitness to Practise with a Financial Sponsor (where applicable), Learning Sponsor, Independent Route Host or Placement Provider where the matter under investigation is not considered to pose an immediate risk in the circumstances, or to service users, or patients.

6.2 On the completion of your Nursing qualification, The Open University will, if required and subject to ongoing confirmation of good health and good character, provide any report or reference required by the NMC as a condition of entering practice in nursing.

6.3 If, on completion of the academic requirements, the award of a Nursing qualification is withheld, The Open University will provide any report, reference, or relevant information as required and directed by the NMC regarding that matter. This may include transferring it directly to a third-party supplier engaged by the NMC.

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## 7 **Withdrawing from or deferring your studies**

Please note: this section does not apply to Apprentices studying an Apprenticeship Programme who should instead refer to Section G5 “Changing your study plans for exceptional or personal reasons” of the [Academic Regulations \(Apprentices\)](#).

### **Students studying a Nursing qualification (who are not part of an Apprenticeship Programme or Independent Route)**

7.1 If you intend to defer or withdraw from a module before it is completed, you should discuss this with your [Student Support Team \(SST\)](#).

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

If you have deferred a module, your support team will in turn liaise with your Financial Sponsor and/or Learning Sponsor, who may be liable for any additional fees when you resume studying the module.

- 7.2 The Open University will administer any Fee Credits or Fee Refunds that are due in accordance with the [Fee Rules](#) unless you have made a specific agreement with us and your Financial Sponsor for any fee credits or fee refunds to be made directly to the Financial Sponsor.

### **Students studying a Nursing qualification on the Independent Route**

- 7.3 If you intend to defer or withdraw from a module before it is completed, you should discuss this with your [Student Support Team \(SST\)](#). If you have deferred a module, your Student Support Team will liaise with your Independent Route Host. You may be liable for additional fees when you resume studying the module.
- 7.4 The Open University will administer any Fee Credits or Fee Refunds that are due in accordance with the [Fee Rules](#).
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## **8 Summary of significant changes**

There are several significant changes from the previous version of this document. These are:

### **October 2024**

- a) Addition of reference to the Independent Route Host Link in clause 1.2b.
- b) New clause 1.12 explicitly stating requirement for students on the Independent Route to enter into an Honorary Contract prior to registration.
- c) Clause 1.13 has been renumbered, having previously been numbered 1.12.
- d) Addition of reference to “Independent Route Host” in clauses 2.1a, 2.1b and 2.3.
- e) Clause 2.1c and section 2.4 are marked as not applicable to students on the Independent Route.
- f) Addition of clause 2.1d setting out requirements relating to Practice Learning Periods which students on the Independent Route must agree to when registering for a Nursing Qualification.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025



- g) Addition of section 2.6 covering what The Open University will do where a student on the Independent Route has not been allowed sufficient time to complete their Practice Learning Periods.
- h) Section 3.1 is marked as not applicable to students on the Independent Route.
- i) Addition of section 3.3 detailing conditions around the termination of a student’s Honorary Contract or financial sponsorship, for students on the Independent Route.
- j) Clause 4.1a and section 4.3 are marked as not applicable to students on the Independent Route.
- k) Addition of “Independent Route Host (Independent Route)” in clause 4.2.
- l) Addition of section 4.4 detailing conditions around the termination of registration on the nursing qualification for students on the Independent Route.
- m) Addition of clause 5.1c covering where an extension to completing the Nursing qualification may be granted for students on the Independent Route.
- n) Clauses 7.1 and 7.2 are marked as not applicable to students on the Independent Route.
- o) Addition of clauses 7.3 and 7.4 detailing conditions around withdrawal and deferral of a module for students on the Independent Route.
- p) Addition of term “Honorary Contract” in the Glossary.
- q) Addition of term “Independent Route” in the Glossary
- r) Addition of term “Independent Route Host” in the Glossary.
- s) Addition of term “Independent Route Host Link” in the Glossary.
- t) Addition of “Independent Route Link” in the definition of Independent Route Host.

**March 2024**

- a) The Introduction has been amended to list all of the available Nursing qualifications under the Nursing Programme.
- b) References to the “Regulatory Authority” have been replaced by references to “The Nursing and Midwifery Council (NMC)” for clarity.
- c) Change from “Apprenticeship Enrolment and Support Team” to “Apprentice Enrolment and Support Team” throughout.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

- d) Revised definition of “Apprentice Enrolment and Support Team” in the Glossary without changing the meaning.
- e) The term Apprentice has been used instead of Learner, where appropriate, when referring to those on the apprenticeship programme.
- f) Addition of the requirement to complete a self-declaration (which may include relevant spent convictions) in Clause 1.1.
- g) Clauses 1.2 and 1.6 have been reworded for clarity without changing the message.
- h) Addition of Clauses 1.11 and 1.12 whereby your registration on the Nursing qualification will remain conditional until all Academic, Vocational and Professional conditions of entry have been met. If such conditions have not been met by the module start date, The Open University will terminate your registration on the Nursing qualification.
- i) Addition of Clause 4.1d whereby The Open University may cancel your registration on the Nursing qualification if you do not meet all Academic, Vocational and Professional conditions of entry by the module start date, to reflect changes made in Clause 1.12.
- j) Updated contact details in Clause 7.1.
- k) The Nursing and Midwifery Council has been defined in the “Glossary”.
- l) Clarification that the terms and conditions in this Supplementary Agreement take precedence over the relevant Conditions of Registration where these differ.

### **Supplementary Agreements superseded by this document**

This document replaces the previous version of [Conditions of Registration Supplementary Agreement \(Nursing\) 2023/24](#).

This document is a Supplementary Agreement to the [Conditions of Registration](#) or [Conditions of Registration for Apprentices](#) as relevant to your qualification. The terms and conditions in this Supplementary Agreement take precedence over the relevant Conditions of Registration where these differ.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

# Glossary

## **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.

## **Apprentice/Learner**

A Student aged 16 or over, who is in paid employment for the duration of their apprenticeship and who has in place an Apprenticeship Agreement with their employer. The Apprentice will combine working with studying for a work-based, academic or combined qualification. They will be an Apprentice in England registered for an undergraduate qualification.

## **The Code**

This contains the professional standards of practice and behaviour for Nurses, Midwives and Nursing Associates (including Students) as published by the Nursing and Midwifery Council (NMC).

## **Employer Link**

The individual nominated by a Learning Sponsor to provide ongoing operational liaison with The Open University in respect of the delivery of the Pre-registration Nursing qualifications covered by this Supplementary Agreement.

## **Financial Sponsor**

The organisation or entity providing you with financial support, in part or in full, for your tuition fees and/ or other financial support linked to your study where this is not directly provided by your Employer or by a tuition fee loan (England only).

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

## **Honorary Contract**

Honorary contracts are used for students who aren't employed directly but will carry out supernumerary practice learning or training via the Independent Route Host. Since the appointment is unpaid, this Contract carries no entitlement to paid holidays, bank holidays, sick pay, travelling expenses etc. which would otherwise be given to an employee of the organisation. It will be expected that they carry out their supernumerary practice learning or training in a manner which is safe and absent from risk to their own health and that of any person who may be affected by their actions or omissions. It is also expected that they will co-operate with the organisation in complying with any relevant statutory regulation imposed by the organisation.

## **Independent Route**

A route of study through which students will study the nursing qualification without formal support from an employer. They will study in collaboration with an Independent Route Host.

## **Independent Route Host**

The organisation with whom you have an Honorary Contract to study this qualification, and who is responsible for supporting you to undertake supernumerary practice learning. Your Independent Route Host may also provide access to a practice learning environment for the purposes of Nurse education.

## **Independent Route Host Link**

The individual nominated by the Independent Route Host to provide ongoing operational liaison with The Open University in respect of the delivery of the Pre-registration Nursing qualifications covered by this Supplementary Agreement

## **Learning Sponsor**

Your employer and the organisation with whom you have a substantive contract of employment, and who is responsible for supporting your release to undertake supernumerary practice learning, and where applicable, agreed study time in working hours. Your Learning Sponsor may be distinct from your 'Financial Sponsor'.

## **Nursing Qualification**

These include Pre-registration Degrees, Foundation Degrees, and Degree Apprenticeships offered by The Open University.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

## **Placement Provider**

The organisation providing access to a practice learning environment for the purposes of Nurse education. It may include your Learning Sponsor, Independent Route Host and any third-party providers of practice placements as required to meet the competencies and outcomes of the Nursing qualification.

## **Practice Assessor**

The person who assesses and confirms the student's achievement of practice learning for a placement or a series of placements.

## **Practice Learning Opportunities**

The specific learning and development experiences required within the Practice Learning Period to gain sufficient work-based knowledge to complete the Nursing programme.

## **Practice Learning Period**

A period or periods of learning in practice, where you are formally identified as a supernumerary Student of Nursing and are not included in the workforce roster, which may take place within your place of employment or with a third-party.

## **Practice Supervisor**

The person whose role is to support and supervise Nursing and Midwifery Students/Apprentices in the practice learning environment. All Students/Apprentices must be supervised while learning in practice environments.

## **Practice Tutor**

The individual appointed by The Open University to provide support, guidance, and quality assurance in respect of a Student's learning in practice and the Practice Assessors'/ Practice Supervisor's assessment of the Student's competence throughout the Nursing qualification.

## **Pre-Registration Nursing Programme**

The umbrella term for the routes that Students/Apprentices study to qualify as a Nurse or as a Nursing Associate when studying a Nursing Degree, Foundation Degree, or Degree Apprenticeship with The Open University.

## **The Nursing and Midwifery Council (NMC)**

The independent regulatory authority for nurses and midwives in England, Wales, Scotland and Northern Ireland.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

## **Staff Tutor**

The individual(s) appointed by The Open University to maintain oversight of the delivery of the Nursing qualifications at the local level, including the line management of Associate Lecturers and Practice Tutors and the maintenance of relations with the Learning Sponsor, usually via the Employer Link.

## **Student Support Team**

Student Support Teams (SSTs) are made up of experienced academics, educational advisers and other staff with subject-specific expertise and are there to help students if they have any questions with any aspects of their studies.

## **Us/We/Our**

This refers to The Open University.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

## Further clarification of this Supplementary Agreement

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 please see [Open University offices](#).

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

### **Health, Wellbeing and Social Care (HWSC) Student Support Team (for Students on Nursing Programmes)**

The Open University  
PO Box 197  
Milton Keynes  
MK7 6BJ

[www.open.ac.uk/contact](http://www.open.ac.uk/contact)

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

**Phone:** +44 (0)300 303 5303

### **Apprentice Enrolment & Support Team (for Apprentices on Apprenticeship Programmes)**

The Open University  
PO Box 197  
Milton Keynes  
MK7 6BJ

[www.open.ac.uk/contact](http://www.open.ac.uk/contact)

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

**Phone:** +44 (0)300 303 4121

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

## The Open University in Wales

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

18 Custom House Street

Cardiff

CF10 1AP

Phone +44 (0)29 2047 1170

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

## I siaradwyr Cymraeg

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

**Ffôn:** +44 (0)29 2047 1170

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

## The Open University in Scotland

10 Drumsheugh Gardens

Edinburgh

EH3 7QJ

Phone +44 (0)131 226 3851

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

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

110 Victoria Street

Belfast

Northern Ireland

BT1 3GN

**Phone:** +44 (0)28 9032 3718

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

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025



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

**Phone** +44 300 303 0266

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

### Feedback

Comments and feedback about this policy and how it might be improved are welcomed. Please submit these to [SPR-Policy-Team@open.ac.uk](mailto:SPR-Policy-Team@open.ac.uk).

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

# Appendix A

**Table 1: Circumstances under which Students may be considered for an extension to complete their qualification.**

Criterion	Conditions and notes	Examples of types of supporting evidence required
<p>1. Death of a close family member, partner or dependant.</p>	<p>A close family member is defined as someone on whom you were dependent (emotionally or financially) or who was dependent on you.</p>	<p>Hard copy or email notification followed by documentary evidence.</p> <p>Certified copy of death certificate (an exception may be made if the death occurred within six weeks before application).</p>
<p>2. An unforeseen prolonged incapacity of yourself or a close family member due to serious illness, accident or medical condition.</p>	<p>If you were aware before the module start date of the medical problems, the condition needs to have worsened or deteriorated since then, i.e. it could not have been anticipated at the outset of the module that the illness or condition would have adversely impacted on your study.</p>	<p>Hard copy or email notification followed by documentary evidence.</p> <p>Certificate, letter or medical statement from GP or consultant confirming the situation. (The period of the illness needs to have a bearing on the timing of the withdrawal).</p>

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

<p>3. Disability</p>	<p>The reasonable adjustments made by The Open University in order to comply with obligations under the Equality Act 2010 in England, Scotland and Wales; the Disability Discrimination Act 1995 for Northern Ireland; or any other statutory duty or obligation, have not enabled you to study effectively; or</p> <p>The impact of a disability on your studies has been more severe than anticipated; or</p> <p>There has been an increase in your disability/disabilities affecting your studies since the module start date.</p>	<p>Certificate, letter or medical statement from GP, consultant, non-medical helper or a support person or organisation confirming the situation.</p> <p>Corroborative evidence from University records e.g. tutor, Student Support Team (SST) or Apprentice and Enrolment Support Team (AEST).</p>
<p>4. An unforeseen prolonged incapacity of yourself due to pregnancy, maternity/paternity, or surrogacy.</p>	<p>If you were aware of the pregnancy before the module start date, the impact on your study of the pregnancy, maternity/paternity or surrogacy must be greater than might reasonably have been anticipated.</p>	<p>Hard copy or email notification followed by documentary evidence.</p> <p>Certificate, letter or medical statement from a health professional, e.g. a GP, consultant, or midwife confirming the situation.</p>
<p>5. An unforeseen prolonged incapacity of yourself due to adoption.</p>	<p>If you were aware of the adoption before the module start date, the impact on your study of the adoption process or caring responsibilities must be greater than might reasonably have been anticipated.</p>	<p>Supporting evidence e.g. report from social services, adoption agency, or a certificate, letter or medical statement from GP or consultant confirming the situation.</p>

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

<p>6. An unforeseen prolonged incapacity of yourself due to gender reassignment.</p>	<p>If you had undertaken gender reassignment before the module start date or by then you were aware of the arrangements to do so after that date, the impact on your study must be greater than might reasonably have been anticipated.</p>	<p>Hard copy or email notification followed by documentary evidence.  Certificate, letter or medical statement from GP or consultant confirming the situation.</p>
<p>7. An unforeseen change in employment circumstances with the effect that it is not reasonably possible to continue to study due to the extreme nature of the work, poor communications or the absence of study facilities.</p>	<p>Other than in the case of a posting of a member of the British armed forces, circumstances which may occur in the course of normal working life such as change of job, relocation, an increased workload or reasonable travel requirements will not be considered.</p>	<p>Hard copy or email notification followed by documentary evidence, e.g. letter or email from your employer or commanding officer.</p>
<p>8. Maladministration on the part of The Open University.</p>	<p>Action or inaction which could be classed as maladministration on the part of The Open University and which has affected your academic progress. This does not extend to circumstances that are beyond the control of The Open University.</p>	<p>Any relevant evidence to support your application e.g. record of Student contact.</p>
<p>9. Other exceptional circumstances of a serious nature beyond your control.</p>	<p>Circumstances beyond your control that significantly reduced the time available for study over a sustained period.</p>	<p>Supporting evidence e.g. report from emergency services, social services, police or counsellor, or household insurance documentation.</p>

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 August 2024	Date for review: March 2025

<p>10. An unforeseen change in caring responsibilities.</p>	<p>If your caring responsibilities were in place before your module start date, the impact on your study must be greater than might have reasonably been anticipated.</p>	<p>Hard copy or email notification followed by documentary evidence, e.g. letter or medical statement from GP, consultant, non-medical helper or a support person or organisation confirming the situation.</p>
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