

Conditions of Registration 2016/17 Supplementary Agreement (Nursing)

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1 Introduction

- 1.1 This document sets out the additional terms of the agreement that you are making with The Open University (OU) relating to your study towards a Nursing degree. It is the Supplementary Agreement referred to in the [Conditions of Registration](#) and should be read together with those Conditions and the rules, regulations and policies referred to within them and in this agreement. By registering for a Nursing degree you are agreeing to these terms.
- 1.2 This Agreement applies to all students who are registered for a Nursing degree with the OU. This Agreement is effective from the date you registered for your Nursing degree and will continue to apply until you have either completed your qualification or your registration has lapsed or been cancelled, whichever occurs first.

2 Definitions used in this Agreement

Nursing degree

means the BSc (Honours) Adult Nursing and the BSc (Honours) Mental Health Nursing

Regulatory Authority

is the Nursing and Midwifery Council (NMC)

Employer

is the organisation with whom you have a contract of employment

Sponsor

is 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

Placement Provider

is the entity providing access to a practice learning environment for the purposes of nurse education

Practice learning period

refers to a period or periods of learning in practice where you are formally identified as a supernumerary student of nursing and not included in the workforce roster, which may take place within your place of employment or with a third party

Mentor

the individual(s) providing supervision of practice learning and assessing relevant learning outcomes, who must be appropriately qualified and listed on a live mentor register

3 Summary of the main terms of the Agreement

- 3.1 This section sets out a brief summary of the supplementary terms of your contract to study a Nursing degree with the OU.
 - a. This is a legally binding contract between you and The Open University to study a Nursing degree.
 - b. You are agreeing to comply with and abide by the professional standards set by the Regulatory Authority.

- c. You are agreeing to remain in employment and have continual sponsorship for the duration of your study period.
- d. You are agreeing to comply with the legal obligations and service commitments of your Employer, Sponsor and Placement Provider.
- e. In order to obtain your Nursing degree you must meet both the professional standard and the academic standards required, as well as the practice-based requirements.
- f. You agree to notify the OU, your Employer and Sponsor, as soon as possible, of any concerns you have of not meeting such requirements.
- g. You understand that The Open University may suspend or terminate your registration or deny the award of the Nursing degree if the terms set out in this agreement are not met.
- h. You agree that The Open University, your Employer, your Sponsor and any Placement Provider may share information about your health, disability, academic performance, conduct, fitness to practise and professional standards. Such information will be kept secure and will only be processed in accordance with the Data Protection Policy of these organisations, and will not be communicated to any third parties other than to the Regulatory Authority if required.

4 Professional standards and procedures

- 4.1 By entering into this agreement you explicitly acknowledge that you understand and agree to be bound by the professional standards set by the Regulatory Authority which apply to nursing students. This means that:
 - 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 degree, you may be referred under the OU [Fitness to Practise \(FtP\)](#) procedure which may result in:
 - conditions being applied for you to continue to study for a Nursing degree
 - suspension from study for a Nursing degree
 - termination of registration for a Nursing degree
 - the withholding of the award of a Nursing degree.
 - 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 Regulatory Authority.
- 4.2 In order to be eligible for the award of Nursing degree you must, in the opinion of the Examination and Award Board (EAB) satisfactorily meet both the academic requirements and the professional standards requirements.
- 4.3 Notwithstanding that you may have been awarded module credit which satisfies the academic and practice learning requirements of the Nursing degree, that degree may be withheld by the EAB on the recommendation of an FtP panel if it has been determined that you have failed to meet the required professional standards in respect of matters which have occurred prior to the conferment of the qualification.
- 4.4 If a nursing qualification has been conferred and any matters occurring before the conferment of the qualification subsequently come to light that, in the opinion of an FtP panel, ought to have been declared and, if so, would have resulted in the withholding of

the Nursing degree the matter shall be referred to the Central Disciplinary Committee of The Open University who shall have the power to withdraw the Nursing degree.

- 4.5 If the Nursing degree is not awarded you may be offered any alternative Open University qualification for which you have met the credit requirements.

5 Practice learning periods

- 5.1 When you register for a Nursing degree with the OU, you agree to:
- a. Cooperate with your Sponsor to facilitate your participation in sufficient appropriate practice learning periods to enable you to meet the learning outcomes of the Nursing degree.
 - b. Cooperate with your Sponsor or Placement Provider and meet any reasonable requirements to maintain the reputation of the Placement Provider and for compliance with their legal obligations and service standards in connection with your participation in the practice learning opportunities provided.
 - c. Comply with the employment policies and practices of the Sponsor and/or Placement Provider and take all reasonable steps to maintain your employment and any practice learning opportunities provided in order to complete the Nursing degree.
- 5.2 Whilst undertaking practice learning experiences you are required to cooperate with the mentor allocated by your practice Placement Provider in order that the mentor can:
- a. Carry out observations and supervised practice, and offer regular feedback to you throughout the practice learning periods.
 - b. Carry out such assessment responsibilities as the pre-registration nursing programme determines.
 - c. Participate in planning, monitoring and review meetings with you and your practice tutor.
- 5.3 In the event that you are in breach of the clauses outlined in paragraphs 5.1 and 5.2, so that in the opinion of your Employer and OU staff tutor/ education manager it is not reasonably practicable for you to complete a practice learning period, neither your Employer, Placement Provider nor the OU shall be under any obligation to provide a further opportunity for you to meet the practice learning requirements for that module. In these circumstances your studies may be suspended in accordance with the FtP procedure.
- 5.4 If the Employer does not allow you sufficient time for practice learning periods as set out in the module materials to enable you to complete any module, the OU will endeavour to extend the study period for you to allow the Employer to provide practice learning opportunities. The Employer will be liable for any additional costs that may be incurred as a result of such extension; or to provide you with advice and support to enable you to find an alternative Sponsor and/or practice learning periods.
- 5.5 If you are permitted to enrol for a module that falls in the next stage of your qualification before you have completed the final module in your current stage, you will be required to complete your current stage module within 12 weeks of the start of your next-stage module.

- 5.6 If you do not complete the preceding module, you may be deregistered from the new module, in which case you may not re-enrol until you have completed the outstanding module.

6 Termination of Employment and / or Sponsorship

- 6.1 If you leave your employment and your Sponsor is also your Employer then your Sponsor's obligations as set out in this Agreement, will cease at that point. In order to remain registered for the Nursing degree if you wish to do so, it will be your responsibility to find a suitable alternative Sponsor and / or Employer in order to complete any further practice learning opportunities required and to complete the qualification within the specified time limit.
- 6.2 Should you become aware of any potential change to your employment that may affect your on-going relationship with your Employer and / or your Sponsor, you must notify the OU at the earliest opportunity in order that alternative arrangements may be considered.
- 6.3 If you leave your employment where your Sponsor is some entity other than your Employer then, with your Sponsor's agreement, you may seek suitable employment with an alternative Employer to allow you to continue with your Nursing degree, so long as the new Employer can provide the appropriate practice learning experiences and mentors to meet the qualification requirements.
- 6.4 In the event of termination of the collaboration agreement with your Sponsor and / or Employer for whatsoever reason the Open University will use its best endeavours to take all such steps as are necessary to enable you to finish the programme including completing all necessary modules and carrying out all necessary practice learning periods.
- 6.5 You must complete your Nursing degree within seven years unless you are given an extension at the discretion of the Faculty Board of Studies. Applications for an extension may be considered where you have been unable to study through reasons beyond your control (see Appendix A). Other circumstances under which permission may be granted for an extension are:
- if you are suspended under FtP procedures and subsequently reinstated
 - if you lose your job through no fault of your own, and unable to find immediate replacement.
- 6.6 If for any reason you are unable to complete the practice learning hours for a module, upon your return to study, and as a minimum, you will be required to complete the final practice learning period of the stage of the programme from which your studies were interrupted. You may request to have practice hours that you have completed during the module carried forward for those practice learning periods that you have completed in full.
- 6.7 To complete your OU Nursing degree, you are required to study at least every other year, or take an approved study break as set out in the [Deferrals and Withdrawal policy](#). If you fail to do so, you will be deregistered from your Nursing degree.
- 6.8 If your sponsorship is terminated you will be deregistered from the nursing degree if you are unable to find a replacement Sponsor to complete modules incorporating the required periods of practice learning for the relevant stage of the nursing programme you are studying within 2 years of your last period of practice learning. 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.

7 Termination of registration

- 7.1 Your registration for the nursing qualification may be cancelled in the circumstances set out in the conditions of registration. In particular you are required to:
- remain in employment
 - undertake practice learning with the Employer or an agreed Placement Provider
 - maintain the standards of the Regulatory Authority with respect to your health, competence and standards of behaviour.
- 7.2 If you fail a module (this includes the failure of any examination resit or resubmission of an end-of-module assessment or portfolio) it is at your Sponsor's and / or your Employers discretion whether you may be supported to continue with the programme.
- 7.3 If support is withdrawn The Open University will cancel your registration for the Nursing degree, but will reinstate that registration if, before the start date of the next module presentation, you have obtained an alternative Sponsor and / or Employer.
- 7.4 You are required to find a replacement Sponsor and / or Employer in order to continue with the programme; you may however, study academic modules that are not specific to the nursing programme within the stage you are currently studying, provided you are able to meet the learning outcomes of that module.

8 Information sharing and data protection

- 8.1 By entering into this Agreement, you expressly agree that:
- a. The Open University, your Employer, your Sponsor and any Placement Provider may share information about your health, disability, academic performance and professional standards so far as it relates to your study for a Nursing degree. In particular there is a duty to share information about issues relating to your conduct which might affect your professional suitability or fitness to practise and your continued participation in any practice learning environment.
 - b. The OU, your Employer, your Sponsor and any Placement Provider will keep secure any information shared among them; they will process it only in accordance with their Data Protection Policy and they will not communicate such data to any third parties other than to the Regulatory Authority if required to do so.
 - c. The Open University may consider any such concern through its Fitness to Practise Procedure and that 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. Your Sponsor, your Employer or any Placement Provider may notify The Open University of any matter which might give rise to any concern about your ability to meet the professional standards of the Regulatory Authority.
 - e. The Open University, your Employer, your Sponsor and any Placement Provider may share information and evidence about matters relating to your conduct which might affect your professional suitability, fitness to practise, continued employment or your participation in a practice learning period. Your Employer has the right to

deal with employment matters under their own procedures notwithstanding that The Open University FtP procedure may also be invoked in respect of those matters.

- f. The Open University will, if required to do so, notify the Regulatory Authority of any matter relating to suitability or fitness to practise that is under investigation and the outcome of any investigation. However, the OU will not share information regarding an investigation into fitness to practise with a Sponsor, Employer 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.
- 8.2 On the completion of your qualification The Open University will, if required, to do so, provide any report or reference required by the Regulatory Authority as a condition of entering practice in nursing.
- 8.3 If, on completion of the academic requirements, the award of a Nursing degree is being withheld, the University will provide any report or reference required by the Regulatory Authority in respect of that matter.

9 Withdrawing from your studies

- 9.1 If you intend to defer or withdraw from a module before it is completed, you should discuss this with your staff tutor or education manager. Your staff tutor or education manager, in turn, will need to liaise with your Sponsor and Employer, who may be liable for any additional fees when you resume studying the module.

Appendix A

Circumstances under which students may be considered for an extension to complete their qualification.

| Criterion | Conditions and notes | Supporting evidence required |
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| 1. Death of a close family member, partner or dependant. | A close family member is defined as someone on whom you are dependent (emotionally or financially) or who was dependent on you. | Hard copy or email notification followed by documentary evidence. Certified copy of death certificate (an exception may be made if the death occurred within six weeks before application). |
| 2. An unforeseen prolonged incapacity of yourself or a close family member due to serious illness, accident or medical condition | 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. | Hard copy or email notification followed by documentary evidence. 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). |
| 3. Disability | The reasonable adjustments made by the University, have not enabled you to study effectively; or The impact of a disability on your studies has been more severe than anticipated; or There has been an increase in your disability/disabilities affecting your studies since the module start date. | Corroborative evidence from University records e.g. tutor or SST Certificate, letter or medical statement from GP, consultant, non-medical helper or a support person or organisation confirming the situation. |
| 4. An unforeseen prolonged incapacity of yourself due to pregnancy or maternity/paternity | If you were aware of the pregnancy before the module start date, the impact on your study of the pregnancy or maternity/paternity must be greater than might reasonably have been anticipated. | Hard copy or email notification followed by documentary evidence. Certificate, letter or medical statement from GP or consultant confirming the situation. |

| Criterion | Conditions and notes | Supporting evidence required |
|--|--|---|
| 5. An unforeseen prolonged incapacity of yourself due to gender reassignment | 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. | Hard copy or email notification followed by documentary evidence. Certificate, letter or medical statement from GP or consultant confirming the situation. |
| 6. 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. | 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. | Hard copy or email notification followed by documentary evidence. E.g. letter or email from your employer or commanding officer. |
| 7. Maladministration on the part of the University. | Action or inaction which could be classed as maladministration on the part of the University and which has affected your academic progress. This does not extend to circumstances that are beyond the control of the University. | Any relevant evidence to support your application e.g. record of student contact. |
| 8. Other exceptional circumstances of a serious nature beyond your control. | Circumstances beyond your control that significantly reduced the time available for study over a sustained period. | Supporting evidence e.g. report from emergency services, social services, police or counsellor. |