

# **Terms and Conditions (Microcredentials)**

2021/22

# **Contents**

Terms	and Conditions (Microcredentials) 2021/22	1
Summa	ary of Conditions	3
Scope.		6
Related	d Documentation	7
Introdu	ction	9
Section	A: Your agreement to register as a Microcredential Student	10
A1.	The terms of the agreement	10
A2.	Additional conditions for disclosure of legal restrictions and conditions	11
A3.	Additional conditions to comply with statutory responsibilities	12
Section	B: Registering for and studying a Microcredential	13
B1.	Registration	13
B2.	Course content and learning activities	15
B3.	Assessment	15
B4.	Notification of relevant disabilities	15
B5.	Deferring your Microcredential	16
Section	C: Ending your Registration	16
C1.	Cancelling your Registration	16
C2.	Consequences of cancellation	16
C3.	The Open University's right to cancel your Registration	17
C4.	Our Right to make changes	18

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 October 2021	Date for review: March 2022

Section	n D: Agreement to pay fees	20
D1.	Payment of fees	20
D2.	Refund of fees	20
D3.	Failure to pay fees and charges	20
Section	n E: Your personal information	21
Section	n F: Complaints and Appeals	22
Section	n G: Student discipline	22
Section	n H: Computing	22
H1.	Computing, and Social Media Policy	22
H2.	Sharing information in learning activities	23
Section	n I: How we will communicate with you	23
<b>I1</b> .	Students living in Wales	23
12.	By email	23
13.	Recording telephone calls	24
14.	Safeguarding duty	24
15.	Prevent Duty	24
Section	n J: Fitness to Study	24
Glossa	ry of terms	25
Further	r clarification	26
Alterna	ative format	26
Append	dix	27
Ap 1	Disclosure of legal restrictions and conditions	27
Ap 2	2. Failure to disclose legal restrictions and conditions	27
Ар 3	3. Data protection	28

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 October 2021	Date for review: March 2022

# **Summary of Conditions**

- These Terms and Conditions apply to registration for an Open University
   Microcredential. Microcredentials created by The Open University are studied on the
   FutureLearn platform, which is accessed via the FutureLearn website.
- These Terms and Conditions set out the terms of the agreement between you and The
  Open University. They also refer to policies, guidance documents and codes of practice
  listed in <u>Related Documentation</u>. Together, these documents set out the details of your
  rights and obligations as a Student of The Open University studying a Microcredential.

## Summary of significant changes since last version

There are a number of significant changes from the previous version of this document (Terms and Conditions (Microcredentials) 2020/21). These are:

- a) Summary of Conditions section inserted.
- b) Terms and Conditions superseded by this document inserted.
- c) Additional paragraph added to the Scope section to note that the Conditions document may be updated throughout the year to correct errors, improve clarity or accessibility, or to reflect changes in legal or regulatory requirements.
- d) Vocational learners added to the out of scope section.
- e) Applicable course start dates updated within the Scope section.
- f) Addition of references to the "Deferring your microcredential policy" (Related Documentation, B5 "Deferring your microcredential").
- g) Removal of references to the Computing Policy in Information and Guidance section, and Section H.
- Rewording of paragraphs A2.1 and Ap1.1 to provide clarification that learners who have a criminal conviction, are not required to disclose this in order to study at the Open University.
- i) Amendment to paragraphs A3.2 and B4 which currently reference the Equality Act (2010), to account for other statutory duties and obligations.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 October 2021	Date for review: March 2022

- j) Rewording of paragraph B1.2 to provide clarification.
- k) Rewording of paragraph B1.3 to provide clarification that this refers to Postgraduate Research Degree Students.
- I) Addition of new clauses for B1.4: "Signing in from outside of the UK" to include the following information:
  - Addition of new paragraph B1.4.1 regarding the accessibility of digital services dependent on geographical location, and that access may be restricted or not be permissible without use of a VPN (Virtual Private Network).
  - b. Addition of new paragraph B1.4.2 regarding the student responsibility to ensure VPN provider compatibility with the geographical location required.
  - Addition of new paragraph B1.4.3 regarding eligibility for refund because of VPN sign-in restrictions within your place of residency.
  - d. Addition of new paragraph B1.4.4 regarding your responsibility to make use of VPN providers within your place of residency.
  - e. Addition of new paragraph B1.4.5 regarding non provision of a refund for any technical issues arising with VPN use.
  - f. Addition of new paragraph B1.4.6 regarding travelling or choice to study in a particular location, and your responsibility to arrange access via suitable VPN provider. Rewording of paragraph B3.2 to provide clarification.
- m) Addition of new paragraph B5: "Deferring your Microcredential".
- n) Rewording of paragraph C1.2 to provide clarification: "If you cancel after 14 calendar days from the start date of your Microcredential, you will not receive a refund of any fees you have paid."
- o) Addition of new paragraph C3.1e) regarding the Open University's right to cancel registration if we are unable to deliver the services required to your geographical location, or we find that the Microcredential is not available for study within the country in which you are resident.

Version number: 1.0	Approved by: Delegate of Director, Academic Services	l
Effective from: 1 October 2021	Date for review: March 2022	l

- p) Addition of new Section J: Fitness to Study to explain that registration to study with The Open University required you to agree to engage with the <u>Fitness to Study Policy</u> if requested by The Open University.
  - a. Related amendment to paragraph C3.1 d) to add that The Open University may cancel your registration or enrolment at any time "due to a voluntary or imposed study break following a Fitness to Study Stage 3 Case Conference Panel in accordance with the <u>Fitness to Study Policy</u>."
- q) Removal of the term 'financial' from the penalty mentioned in C4.5.3.
- r) Rewording of paragraph D3.1 to provide clarification "If you do not pay your fees or you do not provide an approved payment method".
- s) Addition of new paragraph within Section H1 to provide details on where a student can find further information on geographical location restrictions, how this can impact upon their registration, and who to contact for further advice.
- t) New Glossary definition added to describe Case Conference Panel.
- u) Additional clarification to paragraph Ap2.1 to explain that disclosure in this Clause relates to any legal restrictions and conditions that you are currently subject to or become subject to during the course of study.

## Terms and Conditions superseded by this document

This document replaces the previous version of Terms and Conditions (Microcredentials) 2020/21.

Version number: 1.0	Approved by: Delegate of Director, Academic Services	l
Effective from: 1 October 2021	Date for review: March 2022	l

# Scope

#### What this document covers

These Terms and Conditions apply to Students who register for an Open University Microcredential on FutureLearn where course start dates are from October 2021 onwards, and set out the terms of the agreement between you and The Open University, including your rights and obligations as a Student.

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

#### What this document does not cover

These Terms and Conditions do not apply to the following:

- a) Those studying free courses on OpenLearn.
- b) Those studying other FutureLearn courses.
- c) Those studying an Open University Microcredential course on FutureLearn before October 2021.
- d) Those studying Open University undergraduate and taught postgraduate modules and qualifications, who should refer to the Conditions of Registration.
- e) Postgraduate Research Students (PGR programmes).
- f) Those studying non-credit bearing Open University Short Courses who should refer to the Conditions of Registration (Short Courses).
- g) Those studying through an Apprenticeship Programme with The Open University who should refer to the Conditions of Registration (Apprentices).
- h) Non-compulsory Open University Residential School experiences.
- Those studying a Vocational Qualification who should refer to the Conditions of Registration (Vocational Qualifications).

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 October 2021	Date for review: March 2022

# **Related Documentation**

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

# Documents that govern your study:

- Student Complaints and Appeals Procedure
- Code of Practice for Student Discipline
- Code of Practice for Student Assessment (Microcredentials)

# Information and guidance:

- <u>Deferring your Microcredential Policy</u>
- Fitness to Study
- Policy for the admission of applicants under the age of 18
- Safeguarding Policy Protecting children and vulnerable adults
- Student Privacy Notice and Microcredentials Supplementary privacy notice
- Social Media Policy

Version number: 1.0	Approved by: Delegate of Director, Academic Services	
Effective from: 1 October 2021	Date for review: March 2022	

# The Open University Student Charter Values

This document aligns specifically with the following Open University Student Charter Values:

- 1. We treat each other with courtesy and respect, respecting the rights of individuals to hold different beliefs and views and to express them appropriately.
- 2. We value diversity and challenge inequalities and we are stronger for doing so.
- We are committed to an economically and environmentally sustainable future for our University.
- 4. We communicate with each other in ways which are clear, relevant, accurate and timely.
- 7. We act ethically and transparently, providing and making use of fair and open means to deal with our concerns and grievances, learning from them.
- 9. As Students, we share the responsibility for learning and make a commitment to study and research using the resources and support services available, upholding the highest standards of academic integrity.
- 11. We work to maintain and enhance the standards and reputation of our University recognising the contributions that all members make to its success.

Version number: 1.0	Approved by: Delegate of Director, Academic Services	l
Effective from: 1 October 2021	Date for review: March 2022	l

# Introduction

#### **About these Terms and Conditions**

These Terms and Conditions apply to registration for an Open University Microcredential. Microcredentials created by The Open University are studied on the FutureLearn platform, which is accessed via the FutureLearn website.

These Terms and Conditions set out the terms of the agreement between you and The Open University. They also refer to policies, guidance documents and codes of practice listed in Related Documentation. Together, these documents set out the details of your rights and obligations as a Student of The Open University studying a Microcredential. As part of your agreement to use the FutureLearn platform, you will also be asked to agree to FutureLearn's Terms and Conditions and associated policies.

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

When you register to study with The Open University you are entering into a legal agreement with us which places legally binding obligations on each of us.

You should make sure that you understand what is expected of you and what you can expect from us. If there is anything in these Terms and Conditions, or in any of the documents that are referred to, that you do not understand or that you wish to discuss, please <u>contact</u>

The Open University before you complete your Registration.

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

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 advisor in The Open University in Wales.

If you have queries regarding the study of your Microcredential, please contact FutureLearn.

You should also carefully check that the details of your Registration onto your Microcredential are correct. Should any details be incorrect, please contact FutureLearn.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 October 2021	Date for review: March 2022

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

## A1. The terms of the agreement

- A1.1 The Registration process will be managed by FutureLearn on behalf of The Open University. When FutureLearn formally accepts your application to register to study a Microcredential, in writing (by email), you (the Student) are entering into a legal agreement with The Open University.
  - a) These Terms and Conditions incorporate and are subject to the regulations, policies and procedures which are 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 Student.
  - b) If you will be under the age of 18 on the start date of any Microcredential for which you are registering, your application to Register as a Student with The Open University will be subject to:
    - i. you meeting the requirements for, and being permitted to study in accordance with the Policy for the admission of applicants under the age of 18; and
    - ii. any specific arrangements in connection with the proposed study which were taken into account in giving permission to study; and to any additional terms or conditions required under <u>Section A3 (Additional conditions</u>
       <u>to comply with statutory responsibilities</u>) below; and
    - iii. you are encouraged to review the Safeguarding Policy.
  - c) Before registering with The Open University, you are required to agree to FutureLearn's Terms and Conditions and associated policies.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 October 2021	Date for review: March 2022

- A1.2 Subject to paragraph A2 "Additional conditions for disclosure of legal restrictions and conditions", your Registration together with these Terms and Conditions, and the regulations, policies and procedures which are referred to within them, contain the entire agreement between us. If, at any time, any Open University employees or agents have said anything inconsistent with these Terms and Conditions, these Terms and Conditions will take priority, unless formally agreed in writing by The Open University.
- A1.3 These Terms and Conditions, your Registration, and The Open University regulations, policies and procedures referred to herein shall be governed and interpreted in accordance with the laws of England and Wales and all disputes arising from these documents or in relation to them shall be subject to the exclusive jurisdiction of the English courts.

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

- A2.1 If you have a criminal conviction, you are not required to disclose this in order to study at The Open University. However, Students who are currently, or become, subject to an order, restriction or arrangement imposed by a court or by an authorised body must make the <a href="Community Support Team">Community Support Team</a> at The Open University aware immediately of any conditions which may prevent them from fully engaging with their course and the wider student community.
- A2.2 This disclosure helps us support Students in complying with any conditions while studying with The Open University and fulfils our safeguarding obligations, including those subject to Sex Offender Registration and Sexual Harm Prevention Orders (in the United Kingdom; or equivalent Orders outside of the United Kingdom).
- A2.3 For further guidance on disclosure please refer to the <u>Appendix</u>, or contact <u>Community Support</u>, <u>Students in Secure Environments</u>.

Version number: 1.0	Approved by: Delegate of Director, Academic Services	l
Effective from: 1 October 2021	Date for review: March 2022	l

# A3. Additional conditions to comply with statutory responsibilities

- A3.1 The Open University may impose conditions or vary the terms on your study and/or your access to services and learning activities. Action may be taken if, in the opinion of The Open University, it is reasonably necessary to do so in order to comply with its duties to protect the health and safety of Students, staff, contractors and members of the public.
- A3.2 Conditions may be imposed or terms may be varied by The Open University in order to meet its duties with respect to the safeguarding of young persons or vulnerable/ protected adults or in order to comply with its obligations under the Equality Act 2010 in England, Scotland and Wales; the Disability Discrimination Act 1995 for Northern Ireland; or any other statutory duty or obligation.
- A3.3 In order to fulfil The Open University's Safeguarding duty (in line with the <a href="Safeguarding Policy">Safeguarding Policy</a> and <a href="Section I4">Section I4</a>), Open University employees or agents have a statutory obligation to disclose relevant information to the internal Safeguarding team or external parties (for example, Child and Adult Protection Services, or the emergency services).
- A3.4 In order to fulfil The Open University's Prevent duty (in line with

  The Open University Prevent Principles and Section I5), Open University employees,

  Students or agents have a statutory obligation to report concerns that an Open
  University staff member or Student is at risk of being drawn into terrorism to The Open
  University Prevent team for investigation.

Version number: 1.0	Approved by: Delegate of Director, Academic Services	
Effective from: 1 October 2021	Date for review: March 2022	

# Section B: Registering for and studying a Microcredential

## **B1.** Registration

- B1.1 Your Registration will come into force when FutureLearn confirms formally in writing (by email) that they have accepted your application to register. You will be able to access your Microcredential online on the course start date and will have access to resources relevant to your study where available or required as soon as FutureLearn has confirmed your Registration.
- B1.2 Your application to register as a Student of The Open University to study a Microcredential is subject to you paying FutureLearn the relevant fee; reading and agreeing to <a href="FutureLearn's Terms and Conditions">FutureLearn's Terms and Conditions</a> and associated policies and satisfying The Open University of the following:
  - you have read and agreed to these Terms and Conditions;
  - you have not been suspended or excluded from participating in study or expelled from The Open University;
  - if applicable, you disclose any legal restrictions or conditions under <u>Section A3</u>

    <u>"Additional conditions to comply with statutory responsibilities"</u> above; and
  - if you are under 18, you are accepted to study under the Policy for the admission of applicants under the age of 18.
- B1.3 The Open University is only able to sponsor a Student visa for Postgraduate Research Degree Students. This means that The Open University is unable to sponsor your Student visa if you register to study a Microcredential.

Version number: 1.0	Approved by: Delegate of Director, Academic Services	l
Effective from: 1 October 2021	Date for review: March 2022	l

#### **B1.4** Signing in from outside of the UK

- B1.4.1 The following Condition only applies to individuals planning to study a Microcredential with The Open University when resident (temporarily or permanently) outside of the UK and Ireland. You may be required to access Open University digital services to support your study of your Microcredential. In the majority of cases, the ability to sign in to use the digital services available to you will be fully accessible. However, in a small number of geographical locations (please see <a href="Signing in from outside of the UK: for Microcredential students">Signing in from outside of the UK: for Microcredential students</a>), access may be restricted or may not be permissible without use of a VPN (Virtual Private Network). If you are planning on studying a Microcredential with The Open University from outside the UK and Ireland, please see <a href="Signing in from outside of the UK: for Microcredential students">Signing in from outside of the UK: for Microcredential students</a> for information on current restrictions. If you are unsure how this will affect you or you would like to seek advice, please contact <a href="The Open University">The Open University</a>.
- B1.4.2 The Open University is not responsible for which VPN provider you opt to use to sign in to 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 VPN to access your studies.
- B1.4.3 If you are unable to access Open University digital services via a VPN because of restrictions 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 <a href="The Open University">The Open University</a>.
- B1.4.4 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 The Open University.
- B1.4.5 A refund will not be provided in the event of any technical issues that may arise with your VPN.

Version number: 1.0	Approved by: Delegate of Director, Academic Services	
Effective from: 1 October 2021	Date for review: March 2022	

B1.4.6 If you are travelling and choose to study in another location, it is your responsibility to ensure you can access your study materials online by arranging to have access via a suitable VPN provider. If you are unsure how this will affect your studies, please contact <a href="The Open University">The Open University</a>.

## **B2.** Course content and learning activities

- B2.1 When FutureLearn has confirmed that your application to register has been accepted, you will be registered on the Microcredential you selected from the FutureLearn Online Enrolment System. You will be given access to the course content and learning activities on the course start date in line with clause B1.1. These may include academic student support, assessments and feedback (if any) as described in the Microcredential information shown on the <u>FutureLearn</u> website.
- B2.2 To be eligible to achieve credit on a Microcredential, you agree to submit assessments (if any) at the time and in the manner specified.

#### **B3.** Assessment

- B3.1 The Open University's <u>Code of Practice for Student Assessment (Microcredentials)</u> will apply to the assessment of each Microcredential. The Open University will apply their academic judgment to determine the extent (if any) to which the learning outcomes of the Microcredential(s) have been met.
- B3.2 Students living in Wales have the right to submit written work in Welsh, and your work will not be treated any less favourably if you do this.

#### **B4.** Notification of relevant disabilities

If you have told us that you have a disability which might affect your studies or assessment, you must provide us with any further information we ask of you, so that we understand what reasonable adjustments may be required 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.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 October 2021	Date for review: March 2022

# **B5.** Deferring your Microcredential

If you are unable to submit your assessment on time and/or are unable to continue with your Microcredential, you must contact <u>FutureLearn Microcredential Support</u> and formally request a deferral, following the rules within the <u>Deferring your Microcredential</u> policy.

# **Section C: Ending your Registration**

# C1. Cancelling your Registration

- C1.1 If you cancel your Registration to study a Microcredential within 14 calendar days from the start date of the Microcredential, you will receive a full refund of any fees you have paid for that Microcredential.
- C1.2 If you cancel after 14 calendar days from the start date of your Microcredential, you will not receive a refund of any fees you have paid.
- C1.3 If you cancel your Registration to study a Microcredential (under C1.1 or C1.2 above), and wish to re-register on the Microcredential at a later date, you will be required to pay the full fee.
- C1.4 To cancel your Registration and receive any refund that is due, you must contact <a href="FutureLearn">FutureLearn</a>.

# C2. Consequences of cancellation

C2.1 If you cancel your Microcredential you will no longer have access to the course content and learning activities, and you will not be able to participate in any learning or assessment activities.

NOTE: If you have registered to study more than one Microcredential and you have not cancelled all of the Microcredentials for which you are registered, you will still be able to study those Microcredentials you remain registered for.

Version number: 1.0	Approved by: Delegate of Director, Academic Services	l
Effective from: 1 October 2021	Date for review: March 2022	l

# C3. The Open University's right to cancel your Registration

- C3.1 The Open University may cancel your Registration at any time if:
  - a) we find that you have given us information which is false or misleading, or you do
    not keep your Personal Information up-to-date as set out in
    Section E ("Your Personal Information");
  - b) you fail to pay your fees at the point of Registration or by other arrangement with FutureLearn, as set out in Section D ("Agreement to pay fees");
  - c) you break any of the conditions set out in this document (and any of the other rules and regulations referred to in it);
  - d) 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 study break following a Fitness to Study Stage 3 Case Conference Panel in accordance with the <u>Fitness to Study Policy</u>;
    - e) 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.

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

C3.2 If The Open University cancels your Registration for a Microcredential, you will no longer have access to the course content and learning activities, and you may not participate in any learning or assessment activities after the date of cancellation.

Version number: 1.0	Approved by: Delegate of Director, Academic Services	
Effective from: 1 October 2021	Date for review: March 2022	

# C4. Our Right to make changes

C4.1 The following paragraphs outline the circumstances in which The Open University may make changes to these terms or to our educational services.

#### C4.2 Circumstances outside our control

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, terrorist acts or industrial disputes. Where those, or similar, circumstances arise we will minimise disruption so far as we are reasonably able to and, wherever practicable, will provide you with reasonable alternative arrangements to continue with your studies.

#### C4.3 Maintenance of academic standards

- C4.3.1 The Open University may suspend or cancel Registrations for a Microcredential where it is unable to guarantee academic standards at the start date of the Microcredential:
  - where either too few or too many Students have registered for the Microcredential to enable The Open University to provide an appropriate learning experience and/or assessment opportunity in order to meet the learning outcomes of the Microcredential and/or accreditation requirements; or
  - ii. in the case of the first presentation of a Microcredential, where notice has been given during Registration that the Microcredential is under development or subject to accreditation or validation, and The Open University is unable to guarantee that the appropriate academic standards will be met or that any relevant accreditation or validation will be secured by the time the Microcredential starts; or

Version number: 1.0	Approved by: Delegate of Director, Academic Services	
Effective from: 1 October 2021	Date for review: March 2022	

- iii. there has been an unforeseen development in the subject area, teaching or assessment methods since Registration opened for that academic year that requires significant change in order to maintain the currency or academic standards of the Microcredential or the academic reputation of The Open University, that The Open University is not reasonably able to make before it starts; or
- iv. 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.
- C4.3.2 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.

#### C4.4 Short-term changes to learning, teaching and assessment arrangements

C4.4.1 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, whether on the part of the University's staff or otherwise, short notice absence of teaching or other staff, or short notice unavailability of premises, facilities, platform, or materials. The Open University will make all reasonable efforts to inform you of any such changes as early as possible and to provide reasonable alternative arrangements wherever practicable to do so.

#### C4.5 Changes to Microcredentials

- C4.5.1 The Open University will not normally make changes to a Microcredential for Students who are registered on that Microcredential.
- C4.5.2 A change to a Microcredential on which you are registered will normally only be made if the change is required immediately in order to correct a significant error or omission, as the result of a legal or regulatory requirement or in order to meet the requirements of a validating or accrediting body.

Version number: 1.0	Approved by: Delegate of Director, Academic Services	
Effective from: 1 October 2021	Date for review: March 2022	

- C4.5.3 Where a change is made to a Microcredential on which you are registered you will be given as much notice as possible of the change and, 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.
- C4.5.4 Microcredentials on which Students are not yet registered may be changed or withdrawn at short notice.

# Section D: Agreement to pay fees

## D1. Payment of fees

D1.1 When you register on a Microcredential you agree that you will pay the fees and other charges which are due in respect of your studies at the point of Registration, or by other arrangement with FutureLearn. You will be provided with information about those fees and charges, when they are due and how they may be paid, before you register. The fee you agree to pay is shown as part of the FutureLearn Online Enrolment System and will be payable directly to FutureLearn.

#### D2. Refund of fees

- D2.1 Except where you cancel your Registration within 14 calendar days of the start date of the Microcredential, as referred to in <u>Section C1 "Cancelling your Registration</u>", there will be no refund of fees if you wish to end your studies.
- D2.2 Failure to engage with the course content and/or learning activities does not entitle you to a refund of fees.
- D2.3 Any refunds will be administered by FutureLearn directly.

## D3. Failure to pay fees and charges

D3.1 If you do not pay your fees or you do not provide an approved payment method, such as an arrangement for payment via your employer or another third party at the time of Registration via FutureLearn, your Registration will not be accepted.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 October 2021	Date for review: March 2022

# Section E: Your personal information

- E1.1 FutureLearn manages the Registration process on behalf of The Open University. The <a href="Student Privacy Notice">Student Privacy Notice</a> and <a href="Microcredentials Supplementary privacy notice">Microcredentials Supplementary privacy notice</a> details how to access the personal information that The Open University holds about you. Further information on how to view the personal information which FutureLearn has collected on behalf of The Open University is available by contacting <a href="The Open University">The Open University</a>. Information about how you may change any of your personal information, including details of when evidence of changes are required and what will be accepted, are available by contacting <a href="The Open University">The Open University</a>.
- E1.2 When you register to study with The Open University, the personal information that you have supplied will be used and processed in accordance with the <a href="Student Privacy Notice">Student Privacy Notice</a> and <a href="Microcredentials Supplementary privacy notice">Microcredentials Supplementary privacy notice</a>.
- E1.3 When you register, you must provide details of your home address. We use the information that we hold in our records as part of the Registration process, to keep in touch with you and to support you in your studies, so it is important that it is correct. It is your responsibility to keep your personal information up to date and to notify us of any changes or errors. You must notify us within a reasonable time if you change your name, the country where you are resident, or any of your contact details. If you do not notify us of any changes or errors to your personal information (such as the country where you are resident or ordinarily resident) this may impact upon your ability to continue studying with The Open University in line with Section C3.1a. See Section E1.4 for details regarding how to update your personal information.
- You should contact <u>The Open University</u> for details of how you may change any of your personal information. We may require you to provide satisfactory evidence of any change before we can update our records. You will be informed by either The Open University or FutureLearn regarding whether further evidence may be required, and what evidence will be accepted.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 October 2021	Date for review: March 2022

# **Section F: Complaints and Appeals**

The Open University has a <u>Student Complaints and Appeals Procedure</u> and is a member of the Scheme of Independent Adjudication for Higher Education established by the Higher Education Act 2004.

The Open University also has a specific complaints procedure for complaints relating to Welsh Language Standards.

# Section G: Student discipline

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.

# **Section H: Computing**

## H1. Computing, and Social Media Policy

The Open University will provide you with a Personal Identification (PI) number in addition to your FutureLearn account. It is your responsibility to keep this secure and confidential. You must comply with our <u>Social Media Policy</u>.

In the majority of cases, the ability to sign in to use the digital services that may be required for your study of a Microcredential will be fully accessible. However, in a small number of geographical locations (please see <a href="Signing in from outside of the UK: for Microcredential students">Signing in from outside of the UK: for Microcredential students</a>), access may be restricted or not be permissible without use of a VPN (Virtual Private Network). If you are planning on studying a Microcredential provided by The Open University from outside the UK and Ireland, please see <a href="Signing in from outside of the UK: for Microcredential students">Signing in from outside of the UK: for Microcredential students</a> for information on current restrictions. This may impact upon your continued registration with The Open University, in line with <a href="Section C3">Section C3</a>: 'The Open University's <a href="right to cancel your Registration">right to cancel your Registration</a>'. If you are unsure how this will affect you or you would like to seek advice, please contact <a href="The Open University">The Open University</a>.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 October 2021	Date for review: March 2022

# **H2.** Sharing information in learning activities

Learning activities may include compulsory activities for your Microcredential. When you participate in learning activities for your Microcredential, your name, preferred email address and the content you contribute, will be visible to Open University staff who have a need to see the information concerned. Your profile name and the content you contribute will be visible to other Students on the online course.

# Section I: How we will communicate with you

## I1. Students living in Wales

- 11.1 Please note correspondence from FutureLearn is only available in English. However Students living in Wales can request to register in Welsh on a Microcredential, by using this Open University form.
- If you live in Wales and would like to receive written correspondence from The Open University in Welsh, or would like to speak to a student advisor in Welsh, please contact <a href="The Open University">The Open University</a> will arrange for you to talk with a Welsh speaking advisor in The Open University in Wales.

## I2. By email

- 12.1 You must provide us with a valid email address, which we will use to correspond with you. You must inform us of any changes to your preferred email address by contacting <a href="mailto:The Open University">The Open University</a> via <a href="mailto:general-enquiries@open.ac.uk">general-enquiries@open.ac.uk</a>.
- It is your responsibility to check your email regularly. You will be sent important information about your Registration and about your studies by email. It is also your responsibility to manage any filters on your account to ensure that email from The Open University and FutureLearn is sent into your 'Inbox' and not to a 'spam' or 'junk' email folder. You should ensure that your inbox has an adequate amount of space to receive messages from The Open University and FutureLearn. The Open University will not be responsible for any failure to receive emails if these Terms and Conditions are not adhered to.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 October 2021	Date for review: March 2022

# **I3.** Recording telephone calls

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

## I4. Safeguarding duty

If you or another party disclose any information to us via the communication methods listed in I1-I3 of this document that affects our statutory Safeguarding responsibilities (in line with the <u>Safeguarding Policy</u> and <u>Section A3</u>), Open University employees or agents have a statutory obligation to share relevant information with the internal Safeguarding team or external parties (for example, Child and Adult Protection Services, or the emergency services).

## **I5.** Prevent Duty

If you or another party disclose any information to us via the communication methods listed in I1-I3 of this document that affects our statutory Prevent duty responsibilities (in line with <a href="The Open University Prevent Principles">The Open University Prevent Principles</a> and <a href="Section A3">Section A3</a>), Open University employees or agents have a statutory obligation to share relevant information with the internal Prevent team or external parties (for example the police and Channel).

# Section J: Fitness to Study

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

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 October 2021	Date for review: March 2022

# Glossary of terms

#### **Case Conference Panel**

In addition to you and any Advocate nominated by you, this panel will comprise academic and student support staff (including disability support specialists where appropriate), appropriate to the nation in which you are studying. For Postgraduate Research Students, the Panel will include a member of the Research Degrees team.

#### Credit

This means a value which is related to the workload required to successfully complete a module (including 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.

#### Disclosure

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

#### Microcredential

This means a course studied online and consists of between 100-150 hours of study time (including the Summative Assessment) for which academic credits are awarded.

### **Microcredential Start Date**

This means the date on which teaching of a Microcredential officially begins. There may be communication or access to learning facilities via FutureLearn, before this date. You will be informed of the Microcredential Start Date when you register.

## FutureLearn Online Enrolment System

This means the FutureLearn registration system where you will register and pay for your Microcredential.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 October 2021	Date for review: March 2022

## Registration

This means the process by which you become a Student of The Open University. FutureLearn manages the registration process on behalf of The Open University. Subject to these Terms and Conditions you may register for a Microcredential.

#### Student

This means a student studying for a Microcredential. As a Microcredential Student, FutureLearn may also refer to you as a 'Learner'.

#### Us/We/Our

This refers to The Open University and the Student.

# **Further clarification**

## FutureLearn Support Team

For more information about Registration and fees, or to change or cancel your studies please contact FutureLearn via <a href="mailto:support@futurelearn.com">support@futurelearn.com</a>.

# The Open University

For further information about the following, please contact The Open University via general-enquiries@open.ac.uk:

- These Terms and Conditions, or any of the documents that are referred to within them.
- How to view the personal information which FutureLearn has collected on behalf of The Open University, or how you may change any of your personal information, and when evidence of changes are required.

# Alternative format

If you require this document in an alternative format, please contact us via <a href="http://www.open.ac.uk/contact/">http://www.open.ac.uk/contact/</a>.

Version number: 1.0	Approved by: Delegate of Director, Academic Services
Effective from: 1 October 2021	Date for review: March 2022

# **Appendix**

# Ap 1. Disclosure of legal restrictions and conditions

Ap 1.1 If you have a criminal conviction, you are not required to disclose this in order to study at The Open University. However, Students who are currently, or become subject to an order, restriction or arrangement imposed by a court or by an authorised body must make us aware immediately by contacting <a href="Community Support at The OU">Community Support at The OU</a> of any conditions which may prevent them from fully engaging with their course and the wider University community.

This includes, but is not limited to, one or more of the offences listed below:

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

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

Ap 2.1 The Open University will regard a failure to disclose legal restrictions and conditions that you are currently subject to or become subject to during the course of study as a very serious matter and may decide to take further action under the Code of Practice for Student Discipline.

Version number: 1.0	Approved by: Delegate of Director, Academic Services	l
Effective from: 1 October 2021	Date for review: March 2022	l

# Ap 3. Data protection

- Ap 3.1 All records and correspondence relating to your disclosure will be securely stored in accordance with the Open University's <a href="Student Privacy Notice">Student Privacy Notice</a> and <a href="Microcredentials Supplementary privacy notice">Microcredentials Supplementary privacy notice</a>.
- Ap 3.2 Any disclosure to utilise a service is dealt with confidentially, and you will only be asked for the information relevant to the service you require.
- Ap 3.3 Your consent will always be obtained before seeking further information about any disclosure from third parties.

Version number: 1.0	Approved by: Delegate of Director, Academic Services	
Effective from: 1 October 2021	Date for review: March 2022	