



# Terms and Conditions (Microcredentials)

2022/23

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## 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, the Microcredential Learner, 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 Learner of The Open University studying a Microcredential.

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### Summary of significant changes since last version

There are a number of significant changes from the previous version of this document ([Terms and Conditions \(Microcredentials\) 2021/22](#)). These are:

- a) Term Student replaced with Learner throughout.
- b) Related documentation list updated to incorporate the Academic Conduct Policy and move Fitness to Study as a document that governs your study.
- c) New Sections added entitled “Commitment to Equality, Diversity and Inclusion at the Open University” and “Safe Space Reporting”.
- d) Introduction has been amended for clarification. It now includes telephone number for arranging contact with a Welsh speaking advisor in The Open University in Wales.
- e) Introduction has been amended to refer to the requirement to check all information within the Registration is up-to-date.
- f) Sentence within Clause A1.2 has been removed “Subject to Section 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.”

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- g) Section A2 “Additional condition for disclosure of legal restrictions and conditions” has been amended to the latest advice regarding the requirement to disclose unspent criminal convictions at the point of registering to study at The Open University (A2.1); learners who are currently, or become subject to a Her Majesty’s Prison and Probation Service (HMPPS, or other criminal justice agency) licence, Court Imposed Order or similar relevant condition/restriction imposed by a court or by an authorised body (A2.2); and consequences of non-disclosure (A2.3).
- h) Amendment to Clause B1.2 to include payment of fee by other arrangement. Addition of the sub-clause to describe the need to meet any requirements for registration as set out on the FutureLearn website, and you accept the responsibility to have read, understood and met any eligibility criteria.
- i) B2.2 revised for clarity.
- j) Addition of new Clause B2.3 to state that certain Open University systems and services will not be available to Microcredential Learners.
- k) Addition of new Clause B2.4 to state that you agree to use only those services prompted for use on the FutureLearn platform.
- l) Addition of new Section B4 “Counting credit towards a qualification.” Subsequent renumbering of sections.
- m) Addition of new Section B7 “Microcredential Learner Details”.
- n) Addition of two new sub-clauses: C3.1 b) regarding failure to have done something you were required to do as a condition of your registration, and C3.1 g), regarding failure to disclose legal restrictions under Section A2. Addition of information regarding fraudulent action.
- o) Removal of sub-clause C4.3.1 i) which referenced the suspension or cancellation of registrations and enrolments 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 module and/or accreditation requirements. Subsequent renumbering of section.

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- p) Addition of new sub clause C4.3.1 iv.
- q) Addition of new sentence within Clause C4.3.2: “If a reasonable alternative is not available, The Open University may offer a refund at our discretion”.
- r) Rewording of Clause C4.5.1 for clarity.
- s) Removal of reference to other charges in Clause D1.1.
- t) D2.2 wording added to include failure to submit assessments.
- u) Addition of clause F2 to describe the complaints procedure for Welsh Language Standards.
- v) Amendments to Section G “Student Discipline” to reference Academic Conduct.
- w) Addition of new Section K, “Affiliation with third party organisations”.
- x) Glossary updated: Reference to ‘Case Conference Panel’ and Microcredential Learner’.
- y) Amendment to Appendix Ap 1.1 to describe the process of disclosure of an unspent conviction and to include two new offences.

## Terms and Conditions superseded by this document

This document replaces the previous version of Terms and Conditions (Microcredentials) 2021/22.

## Scope

### What this document covers

These Terms and Conditions apply to Microcredential Learners who register for an Open University Microcredential on FutureLearn where course start dates are from August 2022 onwards, and set out the terms of the agreement between you and The Open University, including your rights and obligations as a Microcredential Learner.

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.

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## 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 August 2022.
- 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.
- i) Those studying a Vocational Qualification who should refer to the Conditions of Registration (Vocational Qualifications).
- j) Those studying Professional Development (PD) courses who should refer to the Terms and Conditions (Professional Development courses).

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## Related Documentation

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

### Documents that govern your study:

- [Academic Conduct Policy](#)
- [Code of Practice for Student Assessment \(Microcredentials\)](#)
- [Code of Practice for Student Discipline](#)
- [Fitness to Study](#)
- [Student Complaints and Appeals Procedure](#)

### Information and guidance:

- [Deferring your Microcredential Policy](#)
- [Policy for the admission of applicants under the age of 18](#)
- [Safeguarding Policy – Protecting children and vulnerable adults](#)
- [Social Media Policy](#)
- [Student Privacy Notice](#) and [Microcredentials Supplementary privacy notice](#)

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## 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.
3. 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.

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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.

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

Policies are inclusive of all Open University Students, Learners, Enquirers and Alumni, regardless of age, civil status, dependency or caring status, care experience, disability, family status, gender, gender identity, gender reassignment, marital status, marriage and civil partnerships, membership of the Traveller community, political opinion, pregnancy and maternity, race, religion or belief, socio-economic background, sex, sexual orientation or trades union membership status.

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## **Safe Space Reporting**

The Open University is committed to creating a diverse and inclusive environment in which everyone feels safe and is treated with dignity and respect. Unlawful discrimination of any kind across The Open University will not be tolerated. Safe Space Reporting is available through [an online tool](#) through which staff, students, learners and visitors are encouraged to report incidents of assault, bullying, harassment, hate crime, or sexual harassment. It also provides information about what you can do if these incidents happen to you, or to someone you know, and where you can find support.

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# Introduction

## About these Terms and Conditions

Microcredentials created by The Open University are studied on the FutureLearn platform, which is accessed via the [FutureLearn website](#).

These Terms and Conditions apply to registration for an Open University Microcredential. They set out the terms of the agreement between you and The Open University, and refer to policies, guidance documents and codes of practice listed in [Related Documentation](#). These documents set out the details of your rights and obligations as a Learner of The Open University studying a Microcredential and you are entering into a legal agreement. 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, you will be referred to as a 'Microcredential Learner'. For the purposes of other associated Open University policies, you may also be referred to as a Student of The Open University.

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 [contact 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 [The Open University](#) who will arrange for you to talk with a Welsh speaking advisor in The Open University in Wales, or telephone 029 2047 1170.

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 and up-to-date. Should any details be incorrect, please contact [FutureLearn](#).

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

### 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 Microcredential Learner) 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 Microcredential Learner.
- 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 Microcredential Learner 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 [Section A3 \(Additional conditions to comply with statutory responsibilities\)](#) 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.

A1.2 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.

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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.

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

A2.1 Microcredential Learners who have an unspent criminal conviction in a relevant area (as listed within [Appendix Ap1.1](#)), are required to disclose this unspent conviction to The Open University after you have completed your registration onto your Microcredential course. Disclosure of an unspent conviction will not result in an automatic cancellation of registration or exclusion from the University; however this may mean that The Open University is unable to accommodate your study, or that we need to place specific conditions or restrictions on study, for example exclusion from University face to face events and/or online activity. If you are unsure of whether your criminal conviction is spent, please contact [the Community Support Team, Students in Secure Environments](#). The nature of the offence and all relevant information pertaining to the conviction will be considered in order to determine whether The Open University considers there to be any risk of harm to the wider University community and/or make adjustments to the course of study that mitigate risks for both the Learner and The Open University community. This assessment will be undertaken in accordance with The Open University's [Community Support Framework](#). Further information on criminal convictions is available from [the Community Support Team, Students in Secure Environments](#).

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- A2.2 Microcredentialed Learners who are currently, or become subject to a Her Majesty's Prison and Probation Service (HMPPS, or other criminal justice agency) licence, Court Imposed Order or similar relevant condition/restriction imposed by a court or Criminal Justice Agency must also make The Open University aware immediately of any conditions which may prevent them from fully engaging with their course and the wider University community. Any disclosure will be managed by The Open University Students in Secure Environments Team (SiSE). This disclosure helps the SiSE Team support Learners in complying with any conditions while studying with The Open University and fulfils our safeguarding obligations. This includes those subject to Sex Offender Registration and Sexual Harm Prevention Orders (in the United Kingdom; or equivalent Orders for outside of the United Kingdom).
- A2.3 Failure to disclose information regarding relevant unspent criminal convictions that you are currently subject to or become subject to during the course of your studies may involve an investigation which will consider disciplinary procedures and may be deemed a disciplinary offence in line with these Conditions of Registration (see [Section G: Discipline and Academic Misconduct](#); and [Appendix AP2.1: Failure to disclose legal restrictions and conditions](#)), and the [Code of Practice for Student Discipline](#) (see Sections SD1.4c and SD1.3b). Any failure to disclose may therefore have an impact on your continued study with The Open University (see [Section C3: The Open University's right to cancel your registration or enrolment](#)).
- A2.4 For further guidance on disclosure please refer to the [Appendix](#), or contact [Community Support, Students in Secure Environments](#).

### **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, Learners, staff, contractors and members of the public.

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- 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 [Safeguarding Policy](#) and [Clause 14](#)), 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 [Clause 15](#)), Open University employees, Students, Learners, or agents have a statutory obligation to report concerns that an Open University staff member, Student or Learner is at risk of being drawn into terrorism to The Open University Prevent team for investigation.

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## 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 Microcredential Learner of The Open University is subject to you paying FutureLearn the relevant fee (or by other arrangement); reading and agreeing to [FutureLearn's Terms and Conditions](#) and associated policies and satisfying The Open University of the following:

- you have read and agreed to these Terms and Conditions;
- if applicable, you have met any requirements for registration onto the Microcredential as set out on the FutureLearn website, and you accept the responsibility to have read, understood and met any eligibility criteria;
- 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 [Section A3 "Additional conditions to comply with statutory responsibilities"](#) 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.

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## **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 [Signing in from outside of the UK: for Microcredential Learners](#)), 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 [Signing in from outside of the UK: for Microcredential Learners](#) for information on current restrictions. If you are unsure how this will affect you or you would like to seek advice, please contact [The Open University](#).
- 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 [The Open University](#).
- 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.

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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 [The Open University](#).

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## **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 applicable) as described in the Microcredential information shown on the [FutureLearn](#) website.

B2.2 To be eligible to achieve credit on a Microcredential, you agree to submit assessments (if applicable) at the time and in the manner specified. You will be awarded academic credit upon successfully passing those required assessments.

B2.3 As a Microcredential Learner, you are not required to access Open University systems and services to successfully complete and achieve academic credit on an Open University Microcredential, unless prompted to do so on the course content on FutureLearn. Therefore certain Open University systems and services (and their associated support) will not be available to you as a Microcredential Learner.

B2.4 As an Open University Microcredential Learner, you agree only to access the services that you are prompted to use through your course content on the FutureLearn platform.

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## **B3. Assessment**

B3.1 The Open University's [Code of Practice for Student Assessment \(Microcredentials\)](#) will apply to the assessment of each Microcredential. The Open University will apply academic judgment to determine the extent (if applicable) to which the learning outcomes of the Microcredential(s) have been met.

B3.2 Microcredential Learners 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.

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## **B4. Counting credit towards a qualification**

- B4.1 If you are awarded credit for a Microcredential, you may be able to count that credit towards an Open University qualification. Only a limited number of Open University qualifications allow Microcredential credit as part of their credit requirements. The specific qualification regulations for each Open University qualification will specify the validity of any Microcredential credit approved as part of that qualification.
- B4.2 The Open University will provide you with the opportunity to register for modules and Microcredentials which may be counted towards specific qualifications. Subject to the time limits and regulations in place and the [Academic Regulations \(Taught Courses\)](#), you may count both credit awarded for completed modules and Microcredentials together, which will enable you to achieve the qualification.
- B4.3 If Clause B4.1 applies, you may concurrently hold the status of an Open University Student, as registered onto the Conditions of Registration (Taught Courses) and Academic Regulations (Taught Courses), as well as a Microcredential Learner.
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## **B5. 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.

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## **B6. 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 [FutureLearn Microcredential Support](#) and formally request a deferral, following the rules within the [Deferring your Microcredential policy](#).

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## **B7. Microcredential Learner Details**

- B7.1 If you become eligible for Microcredential credit as a result of the successful completion of your Microcredential (see [Clause B2.2](#)), your certificate will be issued in the name that FutureLearn hold on their records. It is your responsibility to check with FutureLearn that the name registered on the FutureLearn platform reflects the name you wish to see on your certificate before your result is released.
- B7.2 Certificates will not be amended or reissued in a different name if FutureLearn is notified of a change of name after the date of your result is released, except in the case of an error by The Open University or FutureLearn in recording your personal details. Certificates can be amended if a valid request is made under the Gender Recognition Act 2004 in conjunction with the [Gender Identity Policy and Guidance](#), or if an application for a change of name on public safety grounds has been approved by The Open University or FutureLearn.
- B7.3 Any duplicate certificates will be issued in the same name as the original certificate (unless amended for the reasons listed earlier).

## **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 [FutureLearn](#).

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## **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.
- C2.2 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.
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## **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 have not complied with a requirement of the conditions of your registration (for example, you have not returned the requested evidence or the evidence you returned did not successfully meet the specified entry requirements);
  - c) you fail to pay your fees at the point of Registration or by other arrangement with FutureLearn, as set out in [Section D \("Agreement to pay fees"\)](#);
  - d) you break any of the conditions set out in this document (and any of the other rules and regulations referred to in it);
  - e) you are excluded from study by The Open University as a result of a breach of the [Code of Practice for Student Discipline](#) or any breach of restrictions placed on your access to study; or following a Fitness to Study Stage 3 Case Conference Panel in accordance with the [Fitness to Study Policy](#);
  - f) 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;

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- g) you fail to disclose any legal restrictions or conditions under Section A2 where these are relevant and unspent, in line with the [Code of Practice for Student Discipline](#) (SD1.4c, SD2.3 and SD2.4.1).

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

- 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.

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## **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:
- i. 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

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- ii. 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
- iii. there has been an unforeseen withdrawal of accreditation or validation for a Microcredential since registration opened for that academic year that The Open University is unable to resolve before the Microcredential starts; or
- iv. in the first course run of a Microcredential, where notice has been given during registration that the Microcredential is subject to external assessor inspection, and as result satisfactory assessment will not be secured by the time 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. If a reasonable alternative is not available, The Open University may offer a refund at our discretion.

**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.

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## **C4.5 Changes to Microcredentials**

- C4.5.1 The Open University will not normally make changes to a Microcredential once a Learner has been registered.
- 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.
- 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 Microcredential Learners 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 which are due in respect of your studies at the point of registration, or by other arrangement with FutureLearn or The Open University. 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.

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### **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 [Section C1 “Cancelling your Registration”](#), there will be no refund of fees if you wish to end your studies.

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D2.2 Failure to engage with the course content and/or learning activities, submission of assessments (including late submissions where they no longer will be accepted by The Open University for marking), does not entitle you to a refund of fees.

D2.3 Any refunds will be administered by FutureLearn directly.

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### **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.

## **Section E: Your personal information**

E1.1 FutureLearn manages the Registration process on behalf of The Open University. The [Student Privacy Notice](#) and [Microcredentials Supplementary privacy notice](#) detail 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 [The Open University](#). Information about how you may change any of your personal information, including details of when evidence of changes is required and what will be accepted, are available by contacting [The Open University](#).

E1.2 When you register to study a Microcredential with The Open University, the personal information that you have supplied will be used and processed in accordance with the [Student Privacy Notice](#) and [Microcredentials Supplementary privacy notice](#).

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- E1.3 When you register, you must provide details of your home address. We use the information 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 Clause [C3.1a](#). See Clause E1.4 for details regarding how to update your personal information.
- E1.4 You should contact [The Open University](#) for details of how you may change any of your personal information, and 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.

## Section F: Complaints and Appeals

- F1 The Open University has a [Student Complaints and Appeals Procedure](#) and is a member of the Scheme of Independent Adjudication for Higher Education established by the Higher Education Act 2004.
- F2 The Open University also has a specific complaints procedure for complaints relating to [Welsh Language Standards](#). Details on this procedure are available in the document [“Welsh Language Standards – Dealing with Complaints and Comments”](#).

## Section G: Discipline and Academic Misconduct

- G1 The Open University has a [Code of Practice for Student Discipline](#). When you register to study you agree to be bound by this Code.
- G2 When you register to study with The Open University you agree to comply with the [Academic Conduct Policy](#).

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## Section H: Computing

### H1. Computing, and Social Media Policy

- H1.1 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. When you register to study with The Open University you agree to comply with our [Social Media Policy](#).
- H1.2 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 [Signing in from outside of the UK: for Microcredential Learners](#)), 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 [Signing in from outside of the UK: for Microcredential Learners](#) for information on current restrictions. This may impact upon your continued registration with The Open University, in line with [Section C3: 'The Open University's right to cancel your Registration'](#). If you are unsure how this will affect you or you would like to seek advice, please contact [The Open University](#).

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### H2. Sharing information in learning activities

- H2.1 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 FutureLearn and 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 Microcredential Learners on the online course.

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## Section I: How we will communicate with you

### 11. Microcredential Learners living in Wales

- 11.1 Please note correspondence from FutureLearn is only available in English. However Microcredential Learners living in Wales can request to register in Welsh on a Microcredential, by using this [Open University form](#).
- 11.2 If you live in Wales and would like to receive written correspondence from The Open University in Welsh, or would like to speak to an Advisor in Welsh, please contact [The Open University](#). The Open University will arrange for you to talk with a Welsh speaking advisor in The Open University in Wales.
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### 12. By email

- 12.1 All learners 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 [The Open University](#) via [general-enquiries@open.ac.uk](mailto:general-enquiries@open.ac.uk).
- 12.2 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.
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### 13. 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.

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## **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 [Safeguarding Policy](#) and [Section A3](#)), Open University and FutureLearn 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).

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## **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 [The Open University Prevent Principles](#) and [Section A3](#)), Open University and FutureLearn 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 [Fitness to Study Policy](#) 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 or FutureLearn. When you register to study a Microcredential with The Open University you agree to engage with this Policy if requested by The Open University.

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## Section K: Affiliation with Third-Party Organisations

- K1 Any affiliation or promotion of The Open University must be initiated by The Open University.
- K2 Open University Microcredential Learners are not permitted to promote anything for payment or other remuneration purposes on behalf of, or purporting to be on behalf of, The Open University.
- K3 Microcredential Learners are not permitted to promote their views as representing or as being on behalf of The Open University.
- K4 Microcredential Learners are free to express their political, religious, social and academic views both in private and in public provided this is explicitly done in their own name and not in the name of The Open University. By registering to study with The Open University you are agreeing to abide by the [Social Media Policy](#) as outlined in [Clause H1](#).
- K5 Microcredential Learners are not permitted to represent The Open University. If you are approached by a third-party organisation to represent The Open University, you should refer the third-party organisation to contact The Open University directly with their request.
- K6 Any failure to meet Clauses K2-K5 could be treated as a breach of the Code of Practice for Student Discipline (see [Section G: Student Discipline and academic misconduct](#)).

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## Glossary of terms

### Case Conference Panel

The role of the Case Conference Panel is to review the progress of your case and to decide how to proceed with your case where continuing concerns have not been fully resolved by following an agreed Action Plan. The Panel when first convened will choose one of three options:

- 1) to develop an Enhanced Action Plan with you,
- 2) to approve a Break in Study for you (if appropriate) and define what support will be put in place for you when you return to study or,
- 3) to instigate disciplinary action (please refer to the [Code of Practice for Student Discipline](#)).

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

### 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.

### FutureLearn Online Enrolment System

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

### 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.

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## **Microcredential Learner**

This means a Learner studying for a Microcredential. As a Microcredential Learner, you may also be asked to agree to other Open University Policies and Procedures as listed within these Conditions, which refer to you as a Student.

## **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.

## **Registration**

This means the process by which you become a Microcredential Learner 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.

## **Us/We/Our**

This refers to The Open University and the Microcredential Learner.

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## Further clarification

### FutureLearn Support Team

For more information about Registration and fees, or to change or cancel your studies please contact FutureLearn via [mc.support@futurelearn.com](mailto:mc.support@futurelearn.com).

### The Open University

For further information about the following, please contact The Open University via [general-enquiries@open.ac.uk](mailto: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 is required.

## Alternative format of the Terms and Conditions (Microcredentials)

If you require this Terms and Conditions (Microcredentials) document in an alternative format, please contact us via <http://www.open.ac.uk/contact/>.

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# Appendix

## Ap 1. Disclosure of legal restrictions and conditions

Ap 1.1 Microcredential Learners who have an unspent criminal conviction in a relevant area, are required to disclose this unspent conviction to The Open University after you have completed your registration onto your Microcredential course. You may do this by:

- a) Requesting a self-declaration form to disclose your unspent conviction from [The Community Support Team, Students in Secure Environments.](#)

Relevant areas of conviction include, but are not limited to, one or more of the offences listed below:

- i. Offences listed in the Sexual 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 firearms, weapons, firearms, crossbows and knives;
- vi. Offences involving arson;
  - i. Fraud;
  - ii. Offences of human trafficking, slavery and forced labour;
  - iii. Offences related to any person under 18 considered a child under English law- see Children Act 2004.

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## **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](#). See [Clause A2.3](#) for details.

## **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 [Student Privacy Notice](#) and [Microcredentials Supplementary privacy notice](#).

Ap 3.2 Any disclosure to use 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.

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