# Terms and Conditions:
## Additional Agreement for Postgraduate Certificate of Academic Practice 2022/23

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The Open University is incorporated by Royal Charter (RC 000391), an exempt charity in England & Wales and a charity registered in Scotland (SC 038302). The Open University is authorised and regulated by the Financial Conduct Authority in relation to its secondary activity of credit broking.
Scope

What this document covers

This Additional Agreement together with the Terms and Conditions (Microcredentials): Postgraduate Certificate of Academic Practice applies to Open University staff who register as Learners to study Microcredentials on FutureLearn as part of the Open University’s Postgraduate Certificate of Academic Practice (PGCAP). The PGCAP is an Open University qualification consisting entirely of Microcredentials delivered on FutureLearn. This document sets out the additional terms and conditions between you and The Open University, including your rights and obligations as a PGCAP 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.

Please note: The main Terms and Conditions (Microcredentials) located on the Open University Help Centre are not applicable to you as a PGCAP Learner.

Summary of significant changes since last version

a) There are a number of significant changes from the previous version of this document. These are:

b) The term Student has been replaced with Learner throughout.

c) Clause B1.1 has been amended to include that the Microcredential is accessed online via the FutureLearn platform.

d) Addition of new sub-clause in Clause B1.2 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.

e) Addition of new Section B7 “Microcredential Learner details”.

f) Addition of two new sub-clauses: C3.1 h) regarding registration for a qualification lapsing, and C3.1 i) regarding the circumstances of your employment changing.
g) Amendment to Clause K3 to reference where registration on the programme is cancelled.

h) Addition of Clause K5 to describe where a professional, statutory or regulatory body or any other body accredits or validates your qualification.

i) Addition of Clause K6 to describe cancellation of registration if the circumstances of your employment change.

**Introduction**

These Additional Terms must be read together with the [Terms and Conditions (Microcredentials): Postgraduate Certificate of Academic Practice](#).

This Additional Agreement together with the [Terms and Conditions (Microcredentials): Postgraduate Certificate of Academic Practice](#) applies to Open University staff who are registered as PGCAP Learners on the Postgraduate Certificate of Academic Practice (PGCAP) programme. PGCAP Learners will have been nominated by their Faculty PGCAP lead contact and together will have agreed a timescale over which to study for the PGCAP (your study intensity).

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

The Open University will be responsible for registering you on the Microcredentials required to achieve the qualification in line with your chosen study intensity.
Additional terms

As a Microcredential Learner studying the Postgraduate Certificate of Academic Practice, the following Additional Terms should be read alongside the Terms and Conditions (Microcredentials): Postgraduate Certificate of Academic Practice.

A1: The terms of the agreement

A1.1 The Registration process will be managed by The Open University. When The Open University formally accepts your application to register to study a Microcredential as part of the PGCAP programme, in writing (by email), you (the Microcredential Learner) are entering into a legal agreement with The Open University.

B1: Registration

B1.1 Your Registration will come into force when The Open University confirms formally by email that your application to register has been accepted. You will be able to access your Microcredential online via the FutureLearn platform on the course start date and will have access to resources relevant to your study where available or required as soon as The Open University has confirmed your Registration.

B1.2 Your application to register as a PGCAP Microcredential Learner of The Open University is subject to you 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 the Terms and Conditions (Microcredentials): Postgraduate Certificate of Academic Practice, as well as this Additional Agreement;

- 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.

## B2. Course content and learning activities

B2.1 When The Open University has confirmed that your application to register on your chosen PGCAP Microcredential has been accepted, you will be registered and will receive an activation email for that Microcredential from FutureLearn. 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 Postgraduate Certificate in Academic Practice Programme website.

## B6. Deferring your Microcredential

B6.1 You are required to discuss any deferral with your line manager before contacting FutureLearn Microcredential Support and formally requesting a deferral.

## B7. PGCAP Microcredential Learner details

B7.1 If you become eligible for Microcredential credit as a result of the successful completion of your PGCAP Microcredential (see Clause B2.2), your Microcredential certificate will be issued in the name registered with The Open University. It is your responsibility to check with FutureLearn that the name registered on your Microcredential 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 The Open University or FutureLearn are 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).

C1. Cancelling your Registration

C1.5 If you wish to cancel your Registration to study a PGCAP Microcredential, you must first discuss this with your Line Manager. Once agreed, you must contact FutureLearn to cancel your Registration. If you have any queries regarding the cancellation process, please contact the PGCAP programme team.

C1.6 If you cancel your Registration to study a PGCAP Microcredential, and wish to re-register on the PGCAP Microcredential at a later date, you must first discuss this with your Line Manager.

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 are unable to deliver the services you require to complete your study from your geographical location, or we find that the PGCAP Microcredential is not available for study in the country in which you are resident. Please note, as a member of Open University staff, you are required to be resident in the United Kingdom or Republic of Ireland, in line with OU People Services Policy.

b) your registration for this qualification lapses in accordance with Section L2 of the Academic Regulations, unless you have applied for an approved study break.

c) the circumstances of your employment change, in line with Clause K6.
Section E: Your Personal Information

E1.1 The Open University manages the Registration process for Learners studying a PGCAP Microcredential. The Open University will share particular information with FutureLearn to facilitate your registration, including email address (which will contain your staff name) and Student Personal Identifier (PI) number. The Student Privacy Notice and Microcredentials Supplementary privacy notice detail how to access the personal information that The Open University holds about you as a Learner. Further information on how to view the personal information we have collected from you as a Learner, is available by contacting The Open University via general-enquiries@open.ac.uk. 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 The Open University via general-enquiries@open.ac.uk.

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. Please note, as a member of Open University staff, you are required to be resident in the United Kingdom or Republic of Ireland, in line with OU People Services Policy. See Clause E1.4 for details regarding how to update your personal information.

I2. By email

I2.1 Your Open University email address will be used to correspond with you. You must inform us of any changes to your email address by contacting The Open University via general-enquiries@open.ac.uk.
Section K: Your Postgraduate Certificate of Academic Practice (PGCAP) qualification

K1 The Postgraduate Certificate in Academic Practice (PGCAP) will be awarded on completion of 60 credits from Microcredentials as per the K35 Qualification Regulations on the Postgraduate Certificate in Academic Practice Programme website.

K2 The award of the PGCAP provides eligibility for Fellowship of the Higher Education Academy (FHEA) in conjunction with authentication of your practice through a referee statement. Further details are provided on Postgraduate Certificate in Academic Practice Programme website.

K3 If you do not complete the PGCAP within the time-limit stated in the K35 Qualification Regulations, or your registration on the programme is cancelled or withdrawn, you may be awarded an Associate Fellowship of the Higher Education Academy (AFHEA) if you have been awarded 15 credits from The Open University Microcredential HZFM881 (“Creating Courses”). Further details are provided on the Postgraduate Certificate in Academic Practice Programme website.

K4 The PGCAP is currently the only Open University qualification to which these specified Microcredentials can be counted.

K5 Where a professional, statutory or regulatory body or any other body accredits or validates your qualification, you will be awarded that qualification with accreditation if you have been awarded all of the required credit and do not already possess that accreditation. If you already possess the FHEA, completion of your PGCAP will only award the qualification. In the unlikely event that accreditation is withdrawn or is not renewed before you complete your studies, you will be contacted with your options for qualification completion and the Student Protection Plan will apply.

K6 The PGCAP qualification is only available to Open University staff. If the circumstances of your employment change, your registration on this qualification may be cancelled.

Glossary of terms

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