Terms and Conditions
(Microcredentials)
2019/2020

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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.

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Scope

What this document covers

These Terms and Conditions apply to students who register for a Microcredential, and set out the terms of the agreement between you and The Open University, including your rights and obligations as a student.

What this document does not cover

These Terms and Conditions do not apply to the following:

a) Those studying free courses on OpenLearn or FutureLearn.
b) Those studying undergraduate and taught postgraduate modules and qualifications, who should refer to the Conditions of Registration 2019/20.
c) Postgraduate research students.
d) Those studying non-credit bearing Open University Short Courses who should refer to the Conditions of Registration (Short Courses) 2019/20.
e) Those studying through an Apprenticeship Programme.
f) Non-compulsory Residential School experiences.

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

Information and guidance:

- Fitness to Study
- Policy for the admission of applicants under the age of 18
- Safeguarding Policy – Protecting children and vulnerable adults
- Student Protection Plan
- Student Privacy Notice
- Student Computing Policy

The full suite of Open University policies are available on the Student Policy and Regulations website.
The Open University Student Charter Principles

This document aligns with the following Open University Student Charter Principles:

- Principle 2: We aim to inspire and enable learning
- Principle 3: We share the responsibility of learning
- Principle 4: We work together to secure the University’s mission and to promote the University’s values.

Introduction

About these Terms and Conditions

These Terms and Conditions apply to registration for a Microcredential through The Open University. Microcredentials are studied via the FutureLearn platform, on the FutureLearn website.

The Terms and Conditions set out the terms of the agreement between you and The Open University. They 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.

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.

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’.

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 have queries regarding the study of your Microcredential please contact The Open University. Otherwise for all other queries, please contact FutureLearn.

You should also carefully check that the details of your Registration onto this Microcredential are correct. Should any details be incorrect please contact FutureLearn.
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 as the student and The Open University are entering into a legal agreement with each other.

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 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 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.

A1.3 These Terms and Conditions, your Registration, and the regulations, policies and procedures referred to within them, are governed by English law.

A2. Additional conditions for disclosure of legal restrictions and conditions

A2.1 Disclosure of a criminal conviction is not a requirement 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 of any conditions which may prevent them from fully engaging with their course and the wider University 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 and includes those subject to Sex Offender Registration and Sexual Harm Prevention Orders.

A2.3 The Open University provides services to give specialist advice and support to students entering our student community from many different walks of life. Students coming to The Open University with a spent or unspent conviction may find it useful to connect with these services and gain additional support as part of their study with us. Any disclosure to utilise a service (e.g. careers advice) is dealt with confidentially, and you will only be asked for the information relevant to the service you require. If appropriate, a referral will be made to our specialist support team who will be able to provide further guidance and support if your disclosure impacts on your study.

A2.4 For further guidance on disclosure please refer to the Appendix, our Supporting Students in Secure Environments web pages 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 facilities. 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 adults or in order to comply with its obligations under the Equality Act 2010 or any other statutory duty or obligation.

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 shortly before its start date, and will have access to resources relevant to your study and pre-reading where 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 FutureLearn’s Terms and Conditions and associated policies and satisfying to The Open University that:

- you have read and agreed to these Terms and Conditions; and
- if applicable, you disclose any legal restrictions or conditions under Section A3 “Additional conditions to comply with statutory responsibilities” above; and
• you have not been suspended or excluded from participating in study or expelled from The Open University; 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 research degree students. This means that the Open University is unable to sponsor your student visa if you register to study a Microcredential.

B2. Learning materials and Microcredential resources

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 Online Enrolment System and you will be provided with the Microcredential resources. These may include student support, forums, Microcredential websites, assessments and feedback (if any) as described in the Microcredential information shown on the FutureLearn website.

B2.2 Whilst a registered student of The Open University you will have access to the Open University's library and Computing Helpdesk to support you with your studies. This access will terminate upon completion of your Microcredential.

B2.3 You agree to study the learning materials, participate in the learning activities, and submit assessments (if any) at the time and in the manner specified.

B3. Assessment

B3.1 The Open University’s Code of Practice for Student Assessment will apply to the assessment of your Microcredential(s). We will apply our 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 we will not treat your work 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 you for so that we can comply with our responsibility to make reasonable adjustments under the Equality Act 2010.

B5. Monitoring study

We will collect information about your participation in your studies in order to provide support services. Further information is available in the Student Privacy Notice.
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 more than 14 calendar days after 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.

C2. Consequences of cancellation

C2.1 If you cancel your Microcredential you will no longer have access to the learning materials and Microcredential resources 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 other Microcredentials and you will still have access to those Microcredential resources, the Library and the Computing Helpdesk.

C3. The Open University’s right to cancel your Registration

C3.1 The Open University may cancel your Registration at any time if:

- we find that you have given us information which is false or misleading;
- 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”;
- you break any of the conditions set out in this document (and any of the other rules and regulations referred to in it);
- you are excluded from study 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.

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 learning resources, and you may not participate in any learning or assessment activities after the date of cancellation.
C4. Our Right to make changes

C4.1 The Open University’s Student Protection Plan outlines the measures we will take to protect your continuation of study should we make changes to, or withdraw modules (including Microcredentials), qualifications, study routes or whole disciplines. The following paragraphs outline the circumstances in which The Open University may make changes to these terms or 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. 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; 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 and The Open University is unable to guarantee that the appropriate academic standards will be met by the time the Microcredential starts; or

iii. there has been an unforeseen development in the subject area, teaching or assessment methods since Registration opened 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.

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 forums, 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, short notice unavailability of premises, facilities 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 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.

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 Section C1 “Cancelling your Registration”, there will be no refund of fees if you wish to end your studies.

D2.2 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 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 personal information which FutureLearn has collected on behalf of the Open University is shown in the
profile section of the StudentHome website. 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, is set out here.

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 Student Privacy Notice. This may include using your personal information, together with the records we will keep of your participation in learning activities, to provide support to you in your studies.

E1.3 When you register, you must provide details of your home address. We use the information that we hold in our records to process your Registration, to keep in touch with you, to support you in your studies and to provide services and facilities, 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.

E1.4 Details of how you may change any of your personal information are set out on StudentHome. We may require you to provide satisfactory evidence of any change before our records will be updated. Further details of when evidence may be required and what evidence will be accepted are also included in the information on StudentHome.

Section F: Complaints and Appeals

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.

Section G: Student discipline

The Open University has a Code of Practice for Student Discipline. When you register to study you agree to be bound by that code.

Section H: Computing

H1. Your Open University computing account

The Open University will provide you with a secure Open University computing account in addition to your FutureLearn account. It is your responsibility to keep your account secure and confidential. You must comply with our Student Computing Policy.

H2. Keeping your account secure

H2.1 You must notify The Open University Computing Helpdesk as soon as reasonably practicable, by phoning +44 (0)1908 653972 or by emailing OU-Computing-Helpdesk if you think that there has been any loss of security on your Open University computing account.
H2.2 If you do not comply with Condition H2.1 above, you will be liable for any fraudulent transactions relating to your Registration.

H3. Sharing information in online activities

Your Open University computing account enables you to participate in online activities. These may include compulsory activities for your Microcredential. When you participate in these activities, your name, preferred email address, your Open University Computer Username and the content you contribute, will be displayed online to students and Open University staff who have a need to see the information concerned.

Section I: How we will communicate with you

I1. Students living in Wales

If you live in Wales and would like to receive correspondence in Welsh, please indicate this on your StudentHome profile.

I2. By email

I2.1 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 updating your personal profile on StudentHome.

I2.2 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.

I3. Through ‘StudentHome’

Your Open University computing account will include access to a personalised Open University website called ‘StudentHome’. This website will include details of the personal information we hold about you and it may provide you with access to some study materials and a range of other resources that will support your Open University studies. We may also use StudentHome to post messages that will be relevant to you, and may not be provided by any other media. It is your responsibility to check StudentHome regularly.

I4. Through Open University websites

Your Open University studies will also provide you with access to Microcredential websites where available. These websites may provide access to learning materials and other resources and may be
used to post messages about your Microcredential that may not be provided by any other media. It is your responsibility to check your Microcredential website regularly (where available).

15. 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.

Section J: Using library facilities

If you use the Open University library services, you will be bound by our Copyright Regulations which you will be required to agree to when you first use those services.

Glossary of terms

Credit
Is 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
Is 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
Is 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
Is 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.

Online Enrolment System
Is the FutureLearn registration system where you will register and pay for your Microcredential.

Registration
Is the process by which you become a student of the University. FutureLearn manages the registration process on behalf of The Open University. Subject to these conditions you may register for a Microcredential.
Student
Is a student studying for a Microcredential. As a Microcredential student, FutureLearn may also refer to you as a ‘Learner’.

We
Refers to The Open University and the student.

Us
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 support@futurelearn.com.

For information about submitting your assignments or accessing Open University resources, please contact:

Student Support Team
The Open University
PO Box 197
Milton Keynes
MK7 6BJ

www.open.ac.uk/contact
Phone +44 (0)300 303 5303
Fax +44 (0)1908 654914

The Open University in Wales
18 Custom House Street
Cardiff
CF10 1AP

Phone +44 (0)29 2047 1170
Email wales-support@open.ac.uk

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

ffôn 02920471170 neu ebost wales-support@open.ac.uk
The Open University in Scotland
10 Drumsheugh Gardens
Edinburgh
EH3 7QJ
Phone +44 (0)131 226 3851
Email scotland@open.ac.uk

The Open University in Ireland (Northern Ireland and Republic of Ireland)
110 Victoria Street
Belfast
BT1 3GN
Phone +44 (0)28 9032 3718
Email northernireland@open.ac.uk or ireland@open.ac.uk

For more information or support to disclose legal restrictions and conditions:
Community Support, Students in Secure Environments (SiSE)
The Open University
Hammerwood Gate
Kents Hill
Milton Keynes
MK7 6BY
Phone +44 (0) 1908 654053
Email Community-Support@open.ac.uk
http://www.open.ac.uk/secure-environments/

Students living in Wales:
You can speak to a student support advisor in Welsh.
Phone 029 2047 1170

Alternative format
If you require this document in an alternative format, please contact the Student Support Team via http://www.open.ac.uk/contact/ (phone +44 (0)300 303 5303), or via StudentHome if you are a current Open University student.
Appendix

Ap 1. Disclosure of legal restrictions and conditions

Ap 1.1 Disclosure of a criminal conviction is not a requirement 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 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:

i. Offences listed in the Sex Offences Act 2003;

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;

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 as a very serious matter and may decide to take further action under the Code of Practice for Student Discipline.

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.

Ap 3.2 Any disclosure to utilise a service (e.g. careers advice) 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.