

Conditions of Registration 2025/26 (Apprentices)

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Alternative Format

If you require this Conditions of Registration 2025/26 (Apprentices) document in an alternative format please <u>Contact Us</u> (visit www.open.ac.uk/contact), telephone us on +44 (0)300 303 5303, or get in touch with the Apprentice Enrolment and Support Team (AEST) by email on apprentice-support@open.ac.uk, or telephone (+44 (0) 300 303 4121).

Welsh-speaking Students and Learners are welcome to speak with a student support adviser in Welsh on +44 (0) 29 2047 1170. Rydym yn croesawu cyswllt yn Gymraeg

Introduction

These Conditions of Registration (Apprentices) set out the terms of the agreement between you and The Open University to study qualifications as part of an Apprenticeship Programme with The Open University.

The Conditions refer to relevant policies, procedures, regulations, and codes of practice which are listed in the <u>Related Documentation</u> section below. Together with the Apprenticeship Registration Agreement and Funding Rules specific to the Nation in which you are studying, these documents explain your rights and obligations as a Student of The Open University.

It is important that you understand the commitment you are making, so please read the Conditions and all other documents carefully. Please also check your Apprenticeship Registration Agreement to make sure all details are correct. If there is anything in the Apprenticeship Registration Agreement, these Conditions, or any of the documents referred to that you do not understand or wish to discuss, please contact the <u>Apprentice Enrolment and Support Team</u>.

A <u>list of Definitions</u> is included to explain the terms used in this document. Throughout this document, where you see references to 'we', 'us', or 'our' this means The Open University. 'You' refers to you as the Student.

For the purposes of these Conditions of Registration and some other associated policies, you will be referred to as a Student of The Open University.

As a Student studying an Open University qualification as part of an Apprenticeship Programme, you may also be referred to as a 'Learner'.

Scope

These Conditions of Registration apply to your registration and study of a qualification, as part of an Apprenticeship Programme with The Open University, that starts in the academic year 2025/26 (which runs from 1 August 2025 to 31 July 2026).

For a qualification that started before 1 August 2025 or is due to start after 31 July 2026, you should refer to the Conditions of Registration (Apprentices) for the relevant academic year in which your Apprenticeship programme started.

Students studying particular courses should also read these Conditions alongside their respective Conditions of Registration: Supplementary Agreements for the appropriate academic year as follows:

- Apprenticeships in Nursing: Conditions of Registration: <u>Supplementary</u> <u>Agreement (Nursing)</u>.
- Apprenticeships in Social Work: Conditions of Registration: <u>Supplementary</u>
 <u>Agreement (Social Work).</u>
- Apprenticeships in Policing: Conditions of Registration: <u>Supplementary</u>
 <u>Agreement (Policing).</u>

All other Students and Learners not covered by these Conditions should refer to the <u>Student Policies and regulations website</u> to access the Conditions of Registration or Terms and Conditions that apply to them. If you need any help, please <u>contact us.</u>

Support and Information

How to contact us

If you have any queries about these conditions and how to interpret them, please <u>Contact Us</u>. To check our contact details, please see <u>Open University Offices.</u>

Your Apprentice Enrolment and Support Team (AEST)

The Apprentice Enrolment and Support Team (AEST) phone number and email contact can be found on <u>StudentHome</u> or Help Centre <u>Your contacts</u>.

Student Risk Checks Team and Disclosures Team

The Open University Walton Hall Milton Keynes MK7 6AA Phone +44 0300 303 6789 Email: <u>Student-Risk-Checks@open.ac.uk</u> Email: <u>Sise-Disclosures@open.ac.uk</u>

Your Nation Office

To check the latest contact details please see Open University offices.

If you are a Learner in Ireland, Wales or Scotland please contact your Nation Office:

The Open University in Ireland

110 Victoria Street Belfast BT1 3GN

Phone +44 (0)28 9032 3718

The Open University in Scotland

10 Drumsheugh Gardens Edinburgh EH3 7QJ

Phone +44 (0)131 226 3851

The Open University in Wales

18 Custom House Street Cardiff CF10 1AP

Phone +44 (0)29 2047 1170

Rydym yn croesawu cyswllt yn Gymraeg.

Bullying, Harassment & Sexual Misconduct

We are dedicated to fostering a welcoming and inclusive environment for everyone; for this reason, we do not tolerate bullying, harassment, or sexual misconduct. We are committed to investigating issues of concern and will take appropriate disciplinary actions when necessary to ensure that our students and staff feel safe and respected when working with one another.

Information, support tools and resources for students and staff are available through the webpage <u>Bullying</u>, <u>harassment & sexual misconduct</u>: <u>it's never OK</u>. Through this page you can also report any concerns about bullying, harassment or sexual misconduct that you have experienced or have witnessed.

Reporting Bullying and Harassment

The Open University is committed to creating a diverse and inclusive environment where everyone feels safe and is treated with dignity and respect. Unlawful discrimination of any kind across The Open University will not be tolerated. We encourage students, learners, visitors and staff to report incidents of assault, bullying harassment, hate crime or sexual harassment through <u>Report + Support</u>. This platform also provides information about what you can do if you or someone you know experiences such incidents, and where you can find support.

Section A: Your agreement to register as a Student

A1. The terms of the agreement

- A1.1 Your legal agreement with The Open University will come into effect when we formally confirm in writing (by letter or email) that we have accepted your application to register as an Apprentice of The Open University.
 - a) As you are registering for a qualification to which <u>vocational</u> <u>requirements</u> apply, you may also be required to enter into a supplementary agreement with us. Any such agreement will form part of these Conditions and must be read in conjunction with them. In some circumstances, you will also be required to enter into a separate agreement with your Employer, placement provider, professional body, or other relevant third party.
 - b) Not all Open University modules and/or qualifications are available to study under the age of 18 for a module; to find out whether you are eligible to study your chosen module, your employer should contact the <u>Business Development Unit</u>. If you are under the age of 18 on the start date of your qualification, you will only be accepted as an Apprentice in accordance with the <u>Policy for the admission of applicants under the</u> <u>age of 18</u>. Your registration or enrolment will be subject to any specific arrangements that were identified when granting you permission to study and to any additional terms or conditions required under <u>Section</u> <u>A3</u> below.
 - c) The Open University Senate may change rules, regulations, policies and procedures in the circumstances set out in the <u>Academic</u> <u>Regulations 2025/26 (Apprentices)</u>. The Senate gives reasonable notice of changes to the regulations and rules, and the date they take effect. You will be informed of any such changes as set out in Section B of the <u>Academic Regulations 2025/26 (Apprentices)</u>, and these Conditions will incorporate and be subject to changes that take effect during the period for which these Conditions apply.

- d) The applicable Funding Rules are subject to the regulations of the Nation in which you are studying.
- e) These Conditions and other Open University policies and rules referred to herein shall be governed and interpreted in accordance with the laws of England and Wales. All disputes arising from these documents or in relation to them shall be subject to the exclusive jurisdiction of the English courts.

A2. Requirement to disclose criminal convictions, legal restrictions and conditions

You are required to disclose any relevant, unspent criminal convictions either when you register to study with us, or at any point that you become subject to a criminal conviction during your studies. For more information on what this includes, how to tell us, how this may affect your studies, and how to access help or advice, please see <u>Section K</u>.

A3. Complying with statutory responsibilities

A3.1 Health and Safety

We have a duty to protect the health and safety of our Students, staff, Apprentices and Employers, contractors, and members of the public. This includes statutory duties and obligations to safeguard children, young persons and at risk or protected adults under the Equality Act 2010 (for England, Scotland and Wales), and both the Disability Discrimination Act 1995 (Amendment) Regulations (Northern Ireland) 2004 (Amendment) and Section 75 of the Northern Ireland Act 1998 for Northern Ireland, or any other statutory duty or obligation.

We may impose conditions or vary the terms on which you study and/or access services and facilities if we consider it reasonably necessary to do so to comply with these duties and obligations.

A3.2 Safeguarding duty

To fulfil our Safeguarding duty (in line with our <u>Safeguarding Policy</u>), our 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).

A3.3 Prevent duty

To fulfil our Prevent duty (in line with our <u>Prevent Principles</u>), our employees or agents have a statutory obligation to report concerns that an Open University Student, Apprentice or staff member is at risk of being drawn into terrorism. Relevant information can be shared with our Prevent team or external parties (for example the police and Channel - a programme that supports people who are vulnerable to radicalisation).

A4. Registration

- A4.1 Your legal agreement with us will come into effect when we formally confirm in writing (by letter or email) that we have accepted your application to register as an Apprentice with us. Your application to register is subject to you satisfying us of the following:
 - a) you have read, understood and agreed to these Conditions (if you do not understand this document or wish to discuss information presented within this document, please contact the Apprentice Enrolment and Support Team);
 - b) you have met the general requirements for registration as set out in Section C of the <u>Academic Regulations 2025/26 (Apprentices)</u>;
 - you have met any requirements for enrolment for any module as set out in Section D of the <u>Academic Regulations 2025/26 (Apprentices)</u>;
 - d) you have met the eligibility criteria as set out by the Funding Provider;

- e) you have met the requirements for registering for an Apprenticeship set out in the specific regulations governing your qualification in the Nation in which you are studying;
- f) If applicable, you have entered into a supplementary agreement as required under Clause A1a) or A1b);
- g) your Employer or Funding Provider has paid the relevant fees;
- h) if you are under 18, you are accepted to study under the Policy for the admission of applicants under the age of 18;
- if applicable, you have disclosed any legal restrictions or conditions under Section A2;
- j) you have not been suspended or excluded from participating in study or expelled from The Open University or a subsidiary organisation.
- A4.2 Please note that any additional registration requirements that are applicable for your qualification will be presented on the online prospectus and will be available within the specific qualification regulations (available on the online prospectus and via StudentHome once you are registered for a qualification).

A5. Residence requirements

Please refer to the Funding Rules applicable to the Nation in which you are intending to enrol on an apprenticeship. These are available through the <u>Apprentice Enrolment</u> and <u>Support Team</u>.

A6. Personal information

A6.1 The personal information we have collected from you is shown in the profile section of your <u>StudentHome</u> page (whilst you are a current Open University Apprentice). We also keep records of your contact with us, your academic progress and your participation in learning activities. For apprentices studying on one of our policing programs, the personal information you initially supply us with will be replaced with your Employer Police Force Provided Identity.

- A6.2 When you register to study with us, the personal information that you have supplied or that has been created as a result of your study will be used, processed and retained in accordance with the <u>Student Privacy Notice</u>.
- A6.3 We will share information about your participation in your studies with your Employer and the regulatory bodies associated with your apprenticeship. Further information is available in the <u>Student Privacy Notice</u>.
- A6.4 We will inform your employer at Stage 2 of the Fitness to Study Policy if this is applied to you. Please refer to the <u>Fitness to Study Policy</u> for more details.
- A6.5 It is important that the information we hold in our records is correct because we use it to process your registration, keep in touch with you, support you in your studies, provide services and facilities, and administer funding (including the payment and suspension of grants and loans).

For apprentices who are not studying on a policing program, it is your responsibility to keep your personal information up to date and to notify us without delay if you change your name, the country where you are resident or ordinarily resident, your employment status/Employer, or any of your contact details. If you do not notify us of any changes or errors to your personal information, this may affect your ability to continue studying with us in line with Clause E2.1(a). Details of how to change any of your personal information, and the evidence we may require to update our records, are set out in the <u>Help Centre</u>.

For Apprentices studying on a policing program, it is your responsibility to notify your employer, who will then tell us of a change to your information.

- A6.6 If you are awarded any Open University qualification, your certificate will be issued in the name that we hold in our records at the point when your qualification is <u>Conferred.</u> A certificate will only be amended or reissued in a different name after the date your qualification is conferred if:
 - i) an error was made by us when recording your personal details; or

- ii) a valid request is made under the Gender Recognition Act 2004 in conjunction with the <u>Gender Identity Policy and Guidance</u>; or
- iii) we approve an application for a change of name on public safety grounds.

A7. Our right to make changes

A7.1 The <u>Academic Regulations 2025/26 (Apprentices)</u> sets out the circumstances in which we may make changes to regulations, rules, curriculum, or qualifications. Our <u>Student Protection Plan</u> outlines the reasonable measures we will take to support you to continue studying if changes become necessary or there are circumstances which affect your study. The following paragraphs outline the circumstances in which we may make changes to these terms or to our educational services.

A7.2 Circumstances outside our control

We will take all reasonable steps to provide the educational services that you have registered or enrolled to receive. There may be circumstances outside of our control where we are unable to do so either in part or in full for reasons such as fire, flood, pandemic, war, terrorist acts or industrial disputes. Where those or similar circumstances arise, we will minimise disruption as much as possible and wherever practicable, provide you with reasonable alternative arrangements to continue studying.

The reasonable steps we may need to take to mitigate the above circumstances may include making short term changes to learning, teaching or assessment arrangements such as having to postpone, re-locate, re-structure or cancel tutorials, forums, day schools, residential schools, online schools, field schools, laboratory schools or alternative learning environments and other teaching sessions, assessments or examinations (this is not an exhaustive list).

In circumstances where we are impacted by industrial disputes, we will always seek to mitigate any impact upon your student experience. When we are made aware of future industrial action, we will communicate with you to make you aware of any potential impact upon your studies and the support that is available to you. We will work with staff and the Unions to seek a resolution to any such disputes.

A7.3 Maintenance of academic standards

- a) We may suspend or cancel registrations and enrolments for a module if we are unable to guarantee academic standards at the start date of the module:
 - in the case of the first presentation of a module where notice has been given during the registration process that the module is under development or subject to obtaining accreditation or validation, and we are 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 module starts; or
 - ii) for any other module, 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 to maintain the currency or academic standards of the module or our academic reputation, that we are not reasonably able to make before it starts; or
 - iii) there has been an unforeseen withdrawal of accreditation or validation for a module since registration opened for that academic year that we are unable to resolve before the module starts.
- We will make all reasonable efforts to inform you of any such changes as early as possible and to provide reasonable alternative arrangements, wherever practicable.

A7.4 Short-term changes to learning, teaching and assessment arrangements

We may have to postpone, re-locate, re-structure or cancel tutorials, forums, day schools, residential schools, online schools, field schools, laboratory schools or alternative learning environments and other teaching sessions, assessments or examinations due to an event or circumstance beyond our control including, but not limited to, industrial action on the part of our staff or individuals external to The Open University, short notice absence of teaching or other staff, or short notice unavailability of premises, facilities or materials. We will try to inform you of any changes as early as possible and provide reasonable alternative arrangements wherever practicable.

If we are impacted by industrial action, we will seek to mitigate any impact as outlined in sub-section A7.2.

A7.5 Changes to Modules

- A7.5.1 We will not normally make changes to a module on which you are enrolled.
- A7.5.2 If a change is made to a module on which you are enrolled, we will give you and your Employer as much notice as possible of the change. If you or your Employer no longer wish to continue with the module, you will need to withdraw from the Apprenticeship Programme following the process outlined in Section J of the <u>Academic Regulations 2025/26 (Apprentices)</u>.
- A7.5.3 A change to a module on which you are enrolled will normally only be made if it is required immediately to correct a significant error or omission as the result of a legal or regulatory requirement, or to meet the requirements of a validating or accrediting body.
- A7.5.4 Modules on which Students or Apprentices are not yet enrolled may be changed or withdrawn at short notice.

A7.6 Limiting places available for registration

- A7.6.1 There may be occasions where we need to restrict the number of places available to study a module at a particular start date. This could be for several reasons, such as limited tutor availability or limited availability of study resources.
- A7.6.2 We will endeavour to resolve issues to enable all interested Students or Apprentices to study, however where this is not possible,

Students or Apprentices may be asked to consider studying an alternative module, or study the module at an alternative start date.

A7.6.3 Where the maximum capacity is reached before the final enrolment date, we will administer a waiting list. Places will be allocated as and when they become available, using criteria determined by us, which will be applied on a case-by-case basis at our discretion. We will consider how much study you have left to complete your qualification, alternative module options available to you, and any time limits on completing your qualification. Students or Apprentices placed on a waiting list will be given as much notice as possible to decide their alternative study options should these be required.

A7.7 Changes to Qualifications

a) Availability of modules:

- i) Your registration for a qualification (as part of an Apprenticeship Programme) will enable us to enrol you on the modules required to complete the qualification. The modules that are available to count towards your qualification are set out in the Module Descriptors that you receive when you register for the Apprenticeship Programme.
- ii) Apprenticeship qualifications have <u>Planned Start and End Dates</u>. The Apprenticeship Programme (including the qualification) must be completed within these dates. If you have not completed your qualification within the time that the modules indicated at the date of registration are available for study (as noted in Clause A7.7(a)(iii)), we will continue to make academically appropriate modules available to you so that you can complete your qualification. This is subject to any notice given of a change to the structure or study requirements of that qualification, or for its withdrawal.
- iii) We continually seek to enhance our Students' and Apprentices' experience and ensure that qualifications remain valid, relevant, and current. The modules that are made available in the future will reflect those aims and may therefore not include the same subject content, teaching or assessment methods as the modules available at the start of your qualification.

Modules on which Apprentices are not yet enrolled may also be amended in line with any of the circumstances listed in <u>Clause A7.2.</u>

b) Changes in the structure or study requirements of a qualification:

- i) A change to the structure or study requirements of a qualification on which you are registered will normally only be made if the change is required immediately to correct a significant error or omission, as the result of a legal or regulatory requirement, or to meet the requirements of a validating or accrediting body.
- We will not normally make changes to the structure or study requirements of a qualification for Apprentices who are registered on an Apprenticeship Programme.
- iii) To ensure our qualifications remain relevant, or to respond to circumstances outside of our control, we may make changes to the structure of our qualifications. These may include the balance between core options and free choice modules (if applicable); the balance between coursework and examinations or other forms of assessment; the order of study and rules for progression through the qualification; and the requirements for attendance at or participation in specified learning activities.
- iv) Where a change is made to the structure or study requirements of a qualification on which you are registered, you and your employer will be given as much notice as possible of the change. If you or your Employer no longer wish to continue with the new structure or study requirements, you would need to withdraw from the Apprenticeship Programme (see Section E1).
- v) Where a professional, statutory or regulatory body or any other body accredits or validates your qualification:
 - you will be awarded the qualification with accreditation if you have achieved the required credit.

 if accreditation is withdrawn or is not renewed before you complete your studies, we will contact you and your employer to outline your options for qualification completion and our <u>Student Protection Plan</u> will apply.

Please contact the <u>Apprentice Enrolment and Support Team</u> for further information about accreditation of your qualification.

A7.8 Withdrawal of Qualifications

- A7.8.1 The circumstances in which we may withdraw qualifications are set out within Section B of the <u>Academic Regulations 2025/26 (Apprentices)</u>.
- A7.8.2 We will manage any withdrawal of a module or qualification in accordance with our <u>Academic Regulations (Apprentices)</u> and <u>Student Protection Plan.</u>
 Where appropriate, we will offer compensation and/or refund in accordance with our <u>Refunds and Compensation Policy</u>.

A8. Complaints and appeals

- A8.1 We have a <u>Student Complaints and Appeals Procedure</u> which you can use to raise a complaint or appeal. We are a member of the Scheme of Independent Adjudication for Higher Education established by the Higher Education Act 2004.
- We also have a specific complaints procedure for complaints relating to Welsh Language Standards. Details on this procedure are available in the document <u>"Welsh Language Standards – Dealing with Complaints and Comments".</u> A Welsh language version of this procedure is also available. Mae fersiwn Gymraeg o'r polisi hwn ar gael.

Section B: Your fees

B1. Your agreement to pay tuition fees and other charges

- B1.1 When you register as an Apprentice with us as part of an Apprenticeship Programme, your Employer or Funding Provider agrees to pay the tuition fees and other charges that are due in respect of your studies, as detailed in the Employer Written Agreement (or equivalent).
- B1.2 We reserve the right to check any information you have given us against the Department for Education (DfE) eligibility criteria (or nation equivalent) and to recover any difference from your Employer if the checks show that a different fee or funding methodology should be applied. These checks may be made at any time, including after you have started studying. We may share data with external agencies to check that the correct fee has been applied. You may find it helpful to read <u>How the Open University uses student data</u>.
- B1.3 If a module within your Apprenticeship Programme includes a residential school, the tuition fee paid by your Employer will not cover the cost of the associated travel unless otherwise stated in the module description in our printed or online prospectus. You will be provided with information about those additional charges, when they are due and how they may be paid, before you register. It is up to you to negotiate with your Employer to agree how this will be paid.

B2. Failure to pay your fees and charges

- B2.1 In England, your Employer must pay any fees and other charges that are due as set out in the Apprenticeship Training Services Agreement (Employer Written Agreement).
- B2.2 If your Employer does not pay your tuition fees or any other charges when they become due, we may withdraw your registration.
- B2.3 In Scotland, if Skills Development Scotland (SDS) do not confirm your eligibility for funding, we may need to withdraw your registration.

B2.4 In Wales, degree apprenticeships are funded through Medr. If apprentices do not meet eligibility requirements, then The Open University will withdraw your registration.

Section C: Your learning

C1. Registering and enrolling on a module

When you are registered for your qualification, we will automatically enrol you on to the modules in your Individual Learning Plan. Automatic module enrolment will continue throughout your study.

When you study with us, we each share responsibility for learning, and commit to upholding the highest standards of academic integrity.

C1.1 You agree to:

- a) study the module materials, submit the module assessments at the times and in the manner specified, and complete the examinable component (if any).
- b) submit work that is your own. If you submit someone else's work or engage in other dishonest academic behaviour, we may need to take action under the <u>Academic Conduct Policy</u>.
- c) complete your work-based learning in accordance with the rules that apply within the Nation you are studying. If you have any questions regarding the rules, please contact the <u>Apprentice Enrolment and Support Team</u>.
- regularly record your work-based learning activities in your Individual Learning Plan/e-Portfolio.
- e) comply with additional requirements as stated in the Apprentice Standards or Framework that you are following.
- f) complete and provide evidence of Functional Skills (English and Maths) where required by your Funding Provider.

- g) (if you are studying in England), complete your End-Point Assessment as described in the Apprentice Standard Assessment Plan that you are following.
- comply with our <u>Code of Practice for Student Discipline</u> which sets out behaviour that may be considered unacceptable and the action we may take in response.
- i) engage with our <u>Fitness to Study Policy</u> if requested. The policy aims to support you with your study goals if you have faced difficult circumstances during your studies, that has affected your behaviour and the way you interact with The Open University community and raises concerns with us about your health, safety or wellbeing.
- j) conform with the relevant code of practice or ethics, and meet the required professional standards as detailed in our <u>Fitness to Practise Procedure</u> if you are studying a professional programme with us that is governed by a Professional, Statutory, or Regulatory Body. The <u>Fitness to Practise</u>
 <u>Procedure</u> will be followed if you do not meet the requirements which could result in:
 - your registration being withdrawn by your regulatory body
 - us not recommending you for registration
 - suspension from the programme
 - expulsion from the programme.

Further information on Professional Standards and Fitness to Practise Procedures is contained within your Supplementary Agreement (if relevant).

C1.2 The Open University agrees to:

 a) provide a safe and supportive learning environment that welcomes and values diversity, where everyone is treated with dignity and respect. We encourage students, learners, visitors, and staff to report incidents of assault, bullying, harassment, hate crime, or sexual harassment using our <u>Report + Support tool</u>. The tool 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.

- b) provide you with module materials, module assessments and module tuition as described in the module descriptors that you are sent upon application to the Apprenticeship Programme.
- c) assess your submitted work as outlined in <u>C2: Assessment</u> below.
- d) offer you one opportunity for an examination resit or resubmission of the examinable component of your module, where this is available. A resit or resubmission will only be offered if you are eligible under the assessment rules and/or the apprenticeship standard assessment plan applicable to the Nation in which you are studying.

C2. Apprentices Living in Wales

- C2.1 If you live in Wales, you have the right to ask us to allocate you a Welsh speaking Practice Tutor.
- C2.2 Where we provide degree apprenticeship programmes in Wales, we will actively attempt to recruit Welsh-speaking Practice Tutors.
- C2.3 If you have told us that you speak Welsh, we will match you with a Welsh speaking tutor if they have been recruited. You may choose to communicate with the tutor in Welsh or English or use both languages.

C3. Assessment

- C3.1 We will apply academic judgement to determine if the learning outcomes of the module(s) have been met.
- C3.2 For Functional Skills (English and Maths) qualifications, the rules of the awarding body of the Functional Skills qualification will apply.

- C3.3 For End-Point Assessments (applicable to DfE funded apprenticeships -England only) the rules of the awarding body of the End-Point Assessment will apply.
- C3.4 Apprentices have the right to submit written work in Welsh. Your work, whether written in Welsh or English, will be treated no less favourably.

C4. Tutorials

- C4.1 You may be offered the opportunity to attend tutorials either online or faceto-face. The majority of tutorials are offered online. Where we have committed to providing face-to-face tutorials as part of your module, we cannot guarantee that they will be close to where you live. You may therefore need to travel some distance to attend these. Wherever possible, we will provide an equivalent online alternative to face-to-face tutorials so that Apprentices who are unable to attend are not disadvantaged.
- C4.2 The rules for the recording of online tutorials are set out in the <u>Policy for the</u> recording of online tutorials.

C5. The Residential School or equivalent activities

- C5.1 If one of your modules includes a compulsory residential school, online school, day school, laboratory school, field school component or an equivalent activity that you must complete to demonstrate the skills needed for your qualification, you must participate satisfactorily in this component or equivalent activity, as defined in the learning outcomes of your module description or website. If you do not participate satisfactorily, you will fail the module.
- C5.2 Some modules will provide an online school as an alternative to a residential school or day school, that delivers the same core learning outcomes. It may involve a written assignment, online project and/or online conferencing. If your module does not have an online school, you must attend the residential school, day school or equivalent activity, or you will not be able to pass the module.

- C5.3 It is your responsibility to book a place at a residential school, online school, day school, laboratory school, field school, or equivalent activity. Bookings are subject to a time limit and availability, and you must follow the booking procedure on your module website in consultation with your Employer. As stated in Clause B1.3, the tuition fee paid by your Employer will not cover the cost of any associated travel unless otherwise stated.
- C5.4 If you do not book a place, or if you are not sure that you will be able to attend a residential school, day school, laboratory school, field school or participate in the online school that you have booked, you should promptly seek advice from the <u>Residential Schools Team</u>, the <u>Apprentice Enrolment</u> and <u>Support Team</u> or your Practice Tutor.

C6. Off the job hours

C6.1 Apprentices in England and Wales are required to capture evidence of their 'off-the-job hours' and to provide such information to us via their e-portfolio. The method for capturing information is specific to the Apprenticeship qualification being studied. For more information and guidance please contact the <u>Apprentice Enrolment and Support Team</u>.

C7. Counting credit towards a qualification

If you are awarded credit for a module, you may be able to count that credit towards an Open University qualification as set out in the <u>Academic Regulations 2025/26</u> (Taught Courses).

C8. Telling us about a disability

We are dedicated to ensuring every Student and Apprentice feels supported in their studies, and we strive to make all aspects of study accessible to everyone. If you have a disability that might affect your studies or assessments, we encourage you to tell us about it and provide any relevant information that we ask for. This will enable us to work together with you to understand your needs and make any reasonable adjustments that may be required, in line with our obligations under the Equality Act 2010 (for England, Scotland and Wales),

and both the <u>Disability Discrimination Act 1995 (Amendment) Regulations (Northern</u> <u>Ireland) 2004</u> and Section 75 of the <u>Northern Ireland Act 1998</u> for Northern Ireland, or any other statutory duty or obligation.

Section D: Your qualification

D1. Apprentices who are studying a qualification as part of an Apprenticeship Programme

D1.1 Your registered qualification

 a) Your registered qualification is shown in the Apprenticeship Registration Agreement and on your StudentHome website (whilst you are a current Open University Apprentice). We will enrol you for modules required to achieve your registered qualification. We do not guarantee that any module or combination of modules shown in the published qualification information for your intended qualification will remain available in the future. <u>Section A7</u> <u>"Our rights to make changes"</u> outlines how we may make changes to modules and/or qualifications.

D1.2 Time limits for completing your registered qualification

- a) For Apprenticeships in England, the planned end date of your
 Apprenticeship will appear on your Training Plan and your Apprenticeship
 Agreement. If you have any queries about completing your Apprenticeship
 within the required timeframe, please contact the Apprentice Enrolment and
 Support Team.
- b) If you are studying in a Nation other than England or have any queries about completing your Apprenticeship within the required timeframe, please contact the <u>Apprentice Enrolment and Support Team.</u>

Section E: Ending your registration

E1. Withdrawing from your Apprenticeship

- E1.1 To withdraw from your Apprenticeship, you and your Employer must follow the guidance for ending your registration in Section J of the <u>Academic</u> <u>Regulations 2025/26 (Apprentices).</u>
- E1.2 If you are made redundant by your Apprenticeship Employer you may be able to complete the study and assessment of any module(s) you are currently studying subject to the terms in the <u>Conditions of Registration</u> (Apprentices) 2025/26 Redundancy Policy Appendix. If you are eligible, you may be able to count any completed module credit towards another qualification that you register for outside of the Apprenticeship Programme.

E2. Our right to cancel your registration

- E2.1 We may cancel your registration at any time if:
 - a) we find that you have given us false or misleading information, or you do not keep your Personal Information up to date as set out in <u>Section</u>
 <u>A6</u> ("Personal Information");
 - b) you do not complete the required documentation in time for funding to be claimed from the DfE for your apprenticeship programme;
 - c) your Employer or Funding Provider does not pay your tuition fees when they become due;
 - d) you do not meet or cease to meet any of the requirements set out in <u>Section A</u>, or the Funding Rules of your Funding Provider;
 - e) you have been enrolled for module(s) within a registered qualification, but you do not successfully complete your current modules. In this case, your enrolment for future modules and your registration on the Apprenticeship Programme may be withdrawn;

- f) you have been enrolled for module(s) within a registered qualification, but you do not meet either the progression requirements or the progression criteria in Section G4.4 of the <u>Academic Regulations</u> <u>2025/26 (Apprentices)</u>. In this case, your registration on the Apprenticeship Programme may be withdrawn;
- g) you have been enrolled but have not yet started study for module(s) with pre-requisite or co-requisite requirements and you do not successfully meet those requirements. In this case, your enrolment for those module(s) and your registration on the Apprenticeship Programme may be withdrawn (see Section D2 of the <u>Academic Regulations 2025/26 (Apprentices);</u>
- h) you will be unable to complete your registered qualification within the time limits specified in Section G6 (undergraduate qualifications), Section H4 (postgraduate qualifications) of the <u>Academic Regulations</u> 2025/26 (Apprentices) or within your Apprenticeship Planned Start and End Dates, without exceeding the study restrictions set out in Section D2 of the <u>Academic Regulations</u> 2025/26 (Apprentices);
- i) you are suspended, excluded or expelled from The Open University (or from other subsidiary organisation) under the <u>Code of Practice for</u> <u>Student Discipline</u>; or due to a voluntary or imposed break in study following a Fitness to Study Stage 3 Case Conference Panel as outlined within the <u>Fitness to Study Policy</u>.
- we are made aware that you have been excluded from study at a subsidiary organisation;
- we terminate the Apprenticeship Written Agreement in accordance with its terms;
- you fail to disclose any relevant, unspent legal restrictions or conditions under <u>Section A2</u>, in line with the <u>Code of Practice for Student</u> <u>Discipline</u> (Sections 2.5, 3.5, and 3.6.1).

Please note that we may also consider prosecution if you have supplied fraudulent information or carried out a fraudulent action.

- E2.2 We may withdraw your registration or apply conditions to your continued registration if, in our opinion, it is reasonably necessary to do so in line with our duties to:
 - a) protect the health and safety of Students, Apprentices, staff, contractors, and members of the public;
 - respect the safeguarding of children, young persons and at risk or protected adults, in accordance with our <u>Safeguarding Policy;</u>
 - comply with our obligations under the <u>Equality Act 2010</u> (for England, Scotland and Wales), and both the <u>Disability Discrimination Act 1995</u> (<u>Amendment</u>) Regulations (<u>Northern Ireland</u>) 2004 and Section 75 of the <u>Northern Ireland Act 1998</u> for Northern Ireland; or any other statutory duty or obligation;
 - comply with any other statutory duty or obligation or any order of a court or other authorised body made for the protection of the public, any section of the public, or any individual.
- E2.3 If we end your registration or enrolment for a module, we will not send you any further module materials and you may not participate in any learning or assessment activities for that module after the date of cancellation.

E3. Cancelling your registration when vocational and professional requirements are not met

- E3.1 We may cancel your qualification registration if you have ceased to meet one or more of the following conditions, as applicable to the qualification:
 - a) <u>fitness to practise</u> a specified profession;
 - b) maintenance of professional standing;
 - c) satisfactory Disclosure and Barring Service (or equivalent) clearance;

- d) being employed by a specified Employer;
- e) being employed in a specified role, capacity, or profession.
- E3.2 You must tell us if, at any time while you are a registered Apprentice, you cease to meet any of these conditions that apply to you in connection with your studies.

Please refer to the <u>Academic Regulations 2025/26 (Apprentices</u>) for further rules on ending your registration.

Section F: Computing

F1. Your Open University computing account

- F1.1 We will provide you with a secure Open University computing account; it is your responsibility to keep your account secure and confidential.
- F1.2 When you register to study with us, you agree to comply with our <u>Student</u> <u>Computing Policy</u> and <u>Student Social Media Policy</u>.

F2. Keeping your account secure

- F2.1 If you think that the security of your account has been compromised, you must notify our Computing Helpdesk as soon as possible by phoning +44 (0)1908 653972 or by emailing <u>OU-Computing-Helpdesk.</u>
- F2.2 If you do not comply with Condition F2.1, you will be liable for any fraudulent transactions relating to your registration.
- F2.3 If you do not comply with Clause F2.1, you may be held responsible for any fraudulent activity where someone else accesses your account because they have been given your sign-on credentials, or have obtained your sign-on credentials by other means, and you haven't informed us.

F3. Sharing information in online activities

When you participate in any study-related activities online, your name, preferred email address, your Open University Computer Username (OUCU),

and the content you contribute will be displayed online to Students, Apprentices and Open University staff who have a need to see the information concerned.

Section G: How we will communicate with you

We know that good, clear, communication is important, especially when you study at distance. This section explains how we will communicate with you.

Please note it is your responsibility to regularly check your email, <u>StudentHome</u>, and Open University websites (see G1, G2, and G3 below), as each may be used to post important and relevant information about your studies that may not be sent via any other contact routes.

G1. By email

- G1.1 You must provide us with a valid email address, which we will use to correspond with you. If your preferred email address changes, you must update your personal profile on <u>StudentHome</u> and also contact the <u>Apprentice Enrolment and Support Team</u>.
- G1.2 It is your responsibility to check your email regularly. You will be sent important information about your registration and your studies by email. It is also your responsibility to manage any junk mail filters on your account to ensure our emails reach you. You must ensure that your inbox has sufficient space to receive messages from us. We will not be responsible for any failure to receive emails if these Conditions of Registration are not adhered to.

G2. Through StudentHome

Your Open University computing account will include access to a personalised Open University website called <u>StudentHome</u>. It displays details of personal information we hold about you, your study record, and related resources. It is also used to post general messages that will be relevant to you. Please note that access to StudentHome may be removed if we cancel your registration, in line with Section E2.

G3. Through Open University websites

We will provide you with access to module and qualification websites where available, which will allow you to access learning materials and other learning resources and may be used to post messages about your modules and/or qualification.

G4. Apprentices Living in Wales

If you live in Wales and would like to receive correspondence in Welsh, please indicate this on your <u>StudentHome</u> profile. You can also update your language preferences using the <u>Language preferences form</u>.

G5. By phone

We may monitor and record your phone calls with us to make sure we have carried out your instructions correctly and to help us improve our services through staff training.

Section H: Using library facilities

When you use our library services, you will be bound by our <u>Copyright Regulations</u> which you will be asked to agree to when you first use those services.

Section I: Indemnity insurance

We do not have indemnity insurance for Students or Apprentices carrying out research related to their studies (except for Postgraduate Research Students who register directly through us). If you need indemnity cover (for example, to meet the conditions of an ethics committee), you will need to arrange this yourself.

Section J: Affiliation with Third-Party Organisations

- J1. Any affiliation or promotion of The Open University must be initiated by us.
- J2. You are not permitted to promote anything for payment or other remuneration purposes on behalf of, or purporting to be on behalf of, us.
- J3. You should not promote any product or service via our computing services,for which you are paid either financially or in kind.

- J4. You are not permitted to promote your views as representing or on behalf of us.
- J5. Apprentices are not permitted to make use of our logo, shield or crest, without obtaining prior consent from us and demonstrating a legitimate reason to do so. An exception may be made where the logo appears as an incidental component of a photograph of an Open University event or where an Open University building is in the background.
- J6. You are free to express your political, religious, social, and academic views both in private and in public provided this is explicitly done in your name and not in the name of The Open University. By registering to study with us you are agreeing to comply with the <u>Student Social Media Policy</u> as outlined in <u>Clause F1.2</u>
- J7. If you are approached by a third-party organisation to represent us, you should refer the third-party organisation to contact us directly with their request.
- J8. Any failure to meet Clauses J2-J7 could be treated as a breach of <u>the Code</u> of Practice for Student Discipline.

Section K: Disclosing criminal convictions, legal restrictions, and conditions

K1. What you need to tell us

- K1.1 You must disclose any unspent criminal convictions when you Register to study with us. Relevant unspent convictions include, but are not limited to:
 - Offences listed in the Sexual Offences Act 2003 (in the United Kingdom; or equivalent Act outside of the United Kingdom);
 - 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, crossbows, and knives;
- vi. Offences involving arson;
- vii. Fraud;
- viii. Offences of human trafficking, slavery, and forced labour;
- Offences related to any person under 18 considered a child under English law- see Children Act 2004.
- K1.2 You must also tell us if you are currently or become subject to any licence, order, condition, or restriction imposed by a court or Criminal Justice Agency which may prevent you from fully engaging with your course and the wider Open University community. This includes Sex Offender Registration and Sexual Harm Prevention Orders (in the United Kingdom; or equivalent Orders outside of the United Kingdom).
- K1.3 You are not required to disclose a conviction that is spent unless Clause K5 applies. If you are unsure whether your conviction is unspent and therefore needs to be disclosed, you can seek advice from the <u>Disclosures Team</u>.
- K1.4 To disclose any unspent criminal convictions, please refer to the <u>Procedure</u> for supporting students subject to legal licence, restriction, condition or <u>orders.</u>

K2. What happens after disclosure

K2.1 Disclosure will not result in an automatic cancellation of registration or exclusion from The Open University. However, it may mean you are unable to study your chosen module or qualification, or we need to place specific conditions or restrictions on your study, for example, exclusion from online activity and/or Open University face-to-face events.

- K2.2 The information you provide will be referred to our <u>Student Risk Check Team</u> who manage disclosures. The Student Risk Check Team will complete an assessment to determine if there is any risk of harm to the wider Open University community and will agree any adjustments that we need to make to your course of study to mitigate any identified risks.
- K2.3 If we determine that your legal restrictions and conditions make your choice of module or qualification impractical, we will suggest alternative programmes of study, where available.
- K2.4 You will be made aware of any right to appeal against decisions taken by us regarding your ability to study or continue to study.

K3. Failure to disclose

If you fail to disclose information regarding relevant, unspent criminal convictions that you are subject to or become subject to during your studies, you will have breached these Conditions. We may take action under the <u>Code of Practice for Student</u> <u>Discipline</u> (Sections 2.5 and 2.6a) which could affect your continued study with us (see <u>Section E2</u>: Our right to cancel your registration or enrolment).

K4. Applying for professional courses

If you are applying to study a module linked to a particular profession, there may be additional requirements to disclose legal restrictions and conditions, including some which are spent. Such professional programmes will require you to have an enhanced Disclosure and Barring Service (DBS) clearance (in England and Wales), Disclosure Scotland check (in Scotland), or an Access NI check (in Northern Ireland), as a condition of your offer.

In these circumstances, you will not be required to make a self-disclosure unless explicitly stated within the <u>Supplementary Agreement</u> for your programme, as any relevant information will be disclosed by the DBS or equivalent check and then considered in line with the requirements and policy for the programme concerned.

K5. Support and Confidentiality

- K5.1 All records and correspondence relating to your disclosure will be stored securely in line with our <u>Student Privacy Notice</u>. Your consent will always be obtained before seeking further information about any disclosure from third parties.
- K5.2 Any disclosure made to us during use of one of our services (such as careers advice) will be dealt with confidentially, and you will only be asked for the information relevant to the service you require.

For further guidance on disclosures please refer to our <u>Procedure for supporting</u> <u>students subject to legal licence, restriction, condition or orders.</u> or contact the <u>Disclosures Team</u>.

Definitions

Accredited qualification

A qualification that meets professional standards as defined by a professional body.

Apprentice

An Apprentice is a Student aged 16 or over, who is registered on an Apprenticeship Programme by their Employer which combines working with studying for a workbased, academic, or combined undergraduate or taught postgraduate qualification. They are in paid employment for the duration of their apprenticeship. Apprenticeship fees are paid by their Employer and/or co-funded by the government.

Apprentice Enrolment and Support Team (AEST)

The Apprentice Enrolment and Support Team (AEST) provides support to apprentices throughout their Apprenticeship journey. The Apprentice Enrolment and Support Team comprises a team of Senior Advisers who offer advice and support for a range of queries apprentices may have whilst studying their modules, including advice on an upcoming assignment or exam, navigation around our online learning platforms, or when experiencing difficult circumstances that are having an impact on their studies. The AEST will liaise with other teams across The Open University to ensure the right information, help and support is provided to an apprentice.

Apprenticeship Duration/ Planned Start and End Date

The Apprenticeship Programme will have a Planned Start and End Date to ensure compliance with guidelines set by your Funding Provider and the appropriate Apprenticeship Standard related to your programme, or Apprenticeship Framework:

- For Apprentices studying in England, the Planned Start and End Dates for your Apprenticeship Programme are detailed within your Training Plan, Individual Learning Plan and Individual Learner Record.
- (ii) For Apprentices studying in other UK Nations, the exact nature of the documentation may vary in line with the requirements of your Funding Provider. At the time of publication, the following information was available:
 - For Apprentices studying in Scotland, your Planned Start and End Dates will be detailed within your Tripartite Agreement and Individual Learning Plan.
 - b. For Apprentices studying in Wales, your Planned Start and End Dates will be detailed on your Apprenticeship Learning Agreement.

You can contact your relevant <u>Open University Office</u> for up-to-date information on the registration documentation related to your Nation.

Apprenticeship Frameworks

In England, Apprenticeship Frameworks are the predecessor to Apprenticeship Standards and relate to the Apprenticeship Programme being followed, its funding, qualification structure and requirements.

In Scotland, Apprenticeship Frameworks are documents provided by Skills Development Scotland (SDS) for each specific Apprenticeship Programme, to guide the content and structure of Scottish Graduate Apprenticeships. In Wales, Apprenticeship Frameworks are provided by Welsh Government for each specific Apprenticeship Programme, to guide the content and structure of Degree Apprenticeships Wales.

In Northern Ireland, Apprenticeship Frameworks are provided by the Department of Economy (NIDirect Government Services) for each specific Apprentice Programme, to guide the content and structure of Apprenticeships.

Apprenticeship Programme

Apprenticeship Programmes vary by Nation.

In England, Apprenticeship Programmes follow an Apprenticeship Standard (approved by the Department for Education (DfE) and Institute for Apprenticeships and Technical Education (IfATE)). Skills England will replace IfATE in March 2025. It is a skills development programme that accompanies a job including training and an End-Point Assessment, leading to an Apprenticeship qualification.

In Scotland, Apprentices follow the Apprenticeship Framework (approved by Skills Development Scotland (SDS)) and consists of only the set qualification.

In Wales, Apprentices follow an Apprenticeship Framework (approved by Instructus and Welsh Government) which consists of only the set qualification. Apprentices are required to complete their Apprenticeships through evidenced on and off the job training.

In Northern Ireland, Apprentices follow the appropriate Apprenticeship Framework (approved by the Northern Ireland government) which is appropriate to their chosen subject area. Apprentices are required to complete their Apprenticeships through evidenced on and off the job training.

Apprenticeship Standards

In England, Apprenticeship Standards detail what an Apprentice will be doing under each Apprenticeship Programme and the skills required of them, by job role. Standards are listed on the <u>Institute for Apprenticeships and Technical Education</u> (IfATE) website.

Award of qualification

We will award your degree certificate when you have successfully completed all the relevant modules for the qualification that you are registered on. In England, the award of your Apprenticeship certificate will be made following successful completion of the End-Point Assessment for your Apprenticeship.

See the <u>Academic Regulations 2025/26 (Apprentices)</u> for information on how qualifications are awarded by us.

Case Conference Panel

A Case Conference Panel is convened at Stage 3 of the Fitness to Study process to review your case where there are continuing concerns over your health, safety and wellbeing or about your behaviours, which have not been fully resolved at an earlier Stage. The panel will comprise academic and student support staff. One possible outcome of a Stage 3 Panel meeting can be a voluntary or imposed break in study for you. Please see the Procedure section (Stage 3, Significant Concerns) of the <u>Fitness to Study Policy</u> for more information.

Conferred

When the award of the qualification has been formally ratified at a meeting of congregation (Council and Senate), following which the formal certificate is issued.

Credit/Credits

A value that is related to the workload required to complete a module. One credit represents about 10 hours of study. You will be awarded credits when you successfully complete a module, so if you pass a 60-credit module you will be awarded 60 credits. Some modules have a zero-credit value where their informal forms of assessment do not meet formal quality assurance requirements.

Department for Education (DfE)

The Department for Education is responsible for children's services and education, including early years, schools, higher and further education policy,

apprenticeships and wider skills in England. Apprenticeships in England are regulated by the DfE, therefore all parties must abide by the DfE's funding rules.

Disclosure

To make current legal restrictions, conditions or arrangements related to criminal convictions known to us, when you register or during your time studying with us.

Employer

The company or organisation that employs you and participates in the Apprenticeship Programme according to the Funding Rules.

End-Point Assessment

In England, an End-Point Assessment assesses an Apprentice's knowledge, skills, and behaviours at the end of their Apprenticeship Programme to confirm that they have met the requirements of the approved Apprenticeship Standard being followed. The End-Point Assessment is carried out by an End-Point Assessment Organisation (EPAO). An End-Point Assessment is not required for Apprentices studying within Scotland, Northern Ireland and Wales.

Enrolment

The process by which an Apprentice who is registered for a qualification is allocated to a module to be studied as part of that qualification.

Final Enrolment Date

The last date that a reservation can be made for a module in a specific presentation period. It will be published in the online prospectus and on <u>StudentHome</u>.

Functional Skills (English and Maths)

Functional Skills are qualifications that enable Students to demonstrate real-life skills in English and Maths. Apprenticeship Programmes in England require apprentices to evidence prior achievement of English and Maths at level 2 (GCSE grade C or above, or equivalent) or gain the qualifications during their apprenticeship.

Funding Provider

The Funding Provider or funding body will vary according to the Nation in which you are studying. Funding Providers set the list of rules by which an Apprenticeship Programme must run, which supersede any Open University rules within this document. While every effort has been made to account for external Funding Provider rules, and these Conditions will be reviewed on a regular basis, the <u>Apprentice Enrolment and Support Team</u> will be able to provide the most up-to-date information according to your circumstances.

Funding Providers include:

- **England**: The Department for Education (DfE)
- **Scotland**: Skills Development Scotland (SDS)
- **Northern Ireland**: Department for the Economy (DfE)
- **Wales**: Medr (Commission for Tertiary Education and Research)

Funding Rules

The rules that apply to all further education provision funded by Funding Providers as may be amended from time to time.

Individual Learning Plan

This is a learning plan between us and the Apprentice, which outlines what is due to be studied and when. The Individual Learning Plan will be used to record the milestones to be reached and is an ongoing plan that will be updated regularly. It can also be referred to as Training Plan Part 2.

Institute for Apprenticeships and Technical Education (IfATE)

The IfATE is an employer-led crown Non-Departmental Public Body which oversees the development, approval and publication of apprenticeship standards and assessment plans. Skills England will replace IfATE in March 2025.

Medr (Commission for Tertiary Education and Research

Medr replaced the HEFCW (Higher Education Funding Council for Wales) from 1 August 2024. It will regulate and oversee the strategy and funding of Welsh further education, higher education, apprenticeships, school sixth forms, adult community learning and government-funded research and innovation. Medr will also monitor compliance, assess the quality of education and provide information and advice to Welsh ministers.

Module

A self-contained unit of teaching, learning and assessment which is studied in combination with others, to form qualifications. Each module is assigned a credit value and a level of study.

Nation

Nation refers to the UK nations - England, Scotland, Wales and Northern Ireland.

Off-the-job training

Learning which is undertaken outside of normal day-to-day work activities, but within contracted hours.

Postgraduate Student

A Student who is registered for a module designated as a postgraduate module.

Practice Tutor

Your Practice Tutor is your first point of contact for dealing with any matter related to your practice-based learning across your qualification. We will assign you a named person who will support you throughout your period of registration to plan, monitor and control your progress towards meeting each of the skill, knowledge and behaviour outcomes of your apprenticeship. The role of the Practice Tutor may differ slightly depending upon the Faculty delivering the apprenticeship.

Redundancy

An employee's dismissal can be considered to be a redundancy if one or more of the following circumstances defined in the <u>Employment Rights Act 1996</u> is the reason for the dismissal:

- business closure.
- workplace closure.
- diminished requirements of the business for employees to do work of a particular kind.

Redundancy includes voluntary redundancy.

Registered Qualification

A qualification that you have formally registered to study and that you have enrolled on modules for and are counting credit towards.

Registration

The process by which you become an Apprentice of The Open University.

Skills Development Scotland (SDS)

SDS is a Funding Provider for Scottish Graduate Apprenticeships. It is the national skills agency of Scotland.

Skills England

A body in England that will bring together key partners to meet the skills needs of the next decade.

Subsidiary organisation

An organisation owned by The Open University. Currently, The Open University owns The Open College of the Arts (OCA).

Undergraduate Student

A Student who is registered for a qualification designated as an undergraduate qualification.

Us/We/Our

This refers to The Open University.

Vocational Requirements

The Open University Senate may decide that registration for any qualification or module, shall be subject to:

- a) fitness to practise a specified profession;
- b) maintenance of professional standing;
- c) a satisfactory Disclosure and Barring Service (or equivalent) record;
- d) being employed by a specified employer;
- e) being employed in a specified role, capacity or profession;
- f) confirmation by an authorised third party that any specified requirements for study will be met.

Any conditions decided upon by the Senate under this regulation shall be set out in the relevant module description in our online prospectus or in specific qualification regulations as appropriate.

Work Based Learning (WBL)

Work Based Learning enables Learners to apply academic and technical skills to their real-life work duties. It allows for theoretical concepts to be put into practice.

Related Policies and Legislation

By agreeing to these Conditions it is assumed that you have read, understood, and agree to comply with the documents listed below which guide and govern your studies with us. We have highlighted key points from the documents at appropriate

points throughout these Conditions. If you have any questions or if there is anything you do not understand, please <u>contact us.</u>

A full list of our policies can be found on the <u>Student Policies and Regulations</u> website.

Documents that govern your study:

- <u>Academic Conduct Policy</u>
- Academic Regulations (Apprentices)
- Any registration documentation which governs your Apprenticeship Programme as specified by your Apprenticeship Programme Funding Provider. For relevant documents please ask the Apprentice Enrolment and Support Team (see <u>contact us</u> for contact details).
- <u>Code of Practice for Student Discipline</u>
- <u>Conditions of Registration (Apprentices) Redundancy Policy Appendix</u>
- Disability Discrimination Act 1995 for Northern Ireland
- Equality Act 2010 for England Scotland and Wales
- <u>Fitness to Practise Procedure</u>: Apprentices studying programmes such as Nursing, Nursing Associate, Social Work, Policing and PGCE (Wales) in particular should familiarise themselves with our <u>Fitness to Practise</u> <u>Procedure</u> and the effect this policy may have on their future and/or continued employment.
- Fitness to Study Policy
- Prevent Principles
- Section 75 of the <u>Northern Ireland Act 1998</u> for Northern Ireland
- Student Complaints and Appeals Procedure

Information and Guidance:

- Funding Rules, examples of which may include:
 - Apprentices in England: Department for Education (DfE)
 - Apprentices in Northern Ireland: Department for the Economy (DfE)
 - Apprentices in Scotland: Skills Development Scotland (SDS)
 - Apprentices in Wales: The Commission for Tertiary Education
- Policy for the admission of applicants under the age of 18
- Procedure for supporting students subject to legal licence, restriction, condition or orders
- Safeguarding Policy
- Student Computing Policy
- <u>Student Privacy Notice</u>
- <u>Student Protection Plan</u>
- Student Social Media Policy

Welsh language standards

Safonau'r Cymraeg (Welsh Language Standards)

We are one of several universities named in the Welsh Language (Wales) Measure 2011. This means that any students in Wales can expect to receive certain services from the Open University in Welsh. These are outlined in the <u>Open University's</u> <u>Welsh language standards</u>.

This means that you can speak to our student recruitment and support team in Welsh or contact us in Welsh. You can find out more about your rights as a Welsh language user on the <u>Open University in Wales website</u>.

Our Student Charter Values

The <u>Student Charter</u> was developed jointly by us and the Open University Students Union. It is a declaration of our shared values and the commitments we make to each other. This document has been developed with the Student Charter values as its foundation.

Our commitment to Equality Diversity and Inclusion

Our commitment to equality and inclusion is embedded in all that we do and reflects our mission to be open to people, places, methods and ideas. We celebrate diversity and the strengths that it brings, whilst challenging under-representation and differences in outcomes within our institution. We promote and manage equality and diversity to meet both our strategic goals and our statutory equality duties. We achieve this in many ways, including the development of inclusive policy.

Charity Statement

The Open University is incorporated by Royal Charter (RC 000391), an exempt charity in England and 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.

About this Document

Summary of significant changes since previous version

There are several significant changes from the previous version of this document (<u>Conditions of Registration (Apprentices) 2024/25</u>). These are:

- a) General restructuring of the document to align with the new Student Policy template, including new sections 'Alternative Format' and 'How to contact us', and moving list of related policies and legislation to the end of the document.
- b) Removal of paragraph in 'Introduction' stating that The University will notify Apprentices by email of any significant changes to this document.

- c) References to 'The Open University' throughout this document have been replaced by 'we', 'us' or 'our' to improve readability.
- d) New section 'Bullying, Harassment & Sexual Misconduct'.
- e) Section 'Safe Space Reporting' has been renamed to 'Reporting Bullying and Harassment', with references to 'Safe Space Reporting' amended to 'Report + Support'.
- f) Clarification to clause A1.1b) that not all modules and qualifications are available to study for those under the age of 18 and that employers should contact the Business Development Unit for further information.
- g) Removal of clause within A1.1 stating that these Conditions will take priority over any agreement with any Open University employee or agent (unless formally agreed in writing by The Open University).
- h) Updates throughout document replacing terminology 'vulnerable adults' with 'at risk adults'.
- i) Updates throughout document to references of UK equality legislation.
- j) Amendment to clause A3.3 to include reference to Apprentices.
- Addition of clause A4.1f) stating that apprentices may also need to enter into a supplementary agreement.
- Removal in clause within A4.1 of a requirement that, unless exceptional permission has been obtained, the module and qualification is available to study in the country in which an apprentice is resident.
- M) Addition of clause A4.1j) stating that apprentices must not be suspended or excluded from participating in study or expelled from The Open University or a subsidiary organisation.
- n) New clause A4.2 stating that any additional registration requirements will be presented on the online prospectus.

- Amendment to section A5 removing mention of 'equivalent Nation contact'.
 Apprentices instead should go to the Apprentice Enrolment and Support Team.
- p) Addition to clause A6.1 clarifying that apprentices on Policing programmes will have their personal information replaced with their Employer Police Force Provided Identity.
- q) Removal throughout the document of the Retention of Student Data and Records policy (as subsumed into the Student Privacy Notice).
- r) Clarification to clause A6.5 to state that students on Policing programmes must tell their employer if their information changes.
- s) New clause in section A7.2 outlining the reasonable steps The Open University may take to mitigate circumstances outside of our control.
- t) Clarification of clause A7.7b)iv) explaining that both apprentices and their employers will be given as much notice of a change to the structure or requirements of a qualification as possible.
- Clarification of clause A7.7b)v) explaining that both apprentices and their employers will be contacted and options outlined in the situation where accreditation of a qualification is withdrawn.
- v) New clause A7.8.2 outlining that any withdrawal of a module or qualification will be managed in accordance with the Academic Regulations (Apprentices) and Student Protection Plan.
- w) Amendment to clause B1.1 replacing references of 'Student' with 'Apprentice'.
- References to the 'Education Skills and Funding Agency (ESFA)' have been replaced by references to the 'Department for Education (DfE)'.
- y) Removal within clause B2.1 of a requirement for an employer to agree to pay any fees; employers must pay any fees outstanding to The Open University.
- Amendment to clause B2.3 to clarify that The Open University will withdraw a Scottish apprentice's registration if they are not eligible for funding.

- aa) New clause B2.4 stating that Welsh apprenticeships are funded through Medr and that registration will be withdrawn if a student is not eligible for funding.
- bb) Amendment to clause C1.2a) replacing reference of 'Safe Space Reporting' to 'Report + Support'.
- cc) Amendment to clause C1.2d) removing sentence stating that Fees for resits and retakes may be payable by employers.
- dd) Amendment to clause C2.4 removing requirement for residency in Wales if an apprentice wishes to submit written work in Welsh.
- ee) 'Lab schools' have been renamed 'Laboratory schools' throughout the document.
- ff) Amendment to clause C6.1, removing the sentence stating that The Open University cannot guarantee face-to-face tutorials and improving clarity.
- gg) Amendment of title D1 to refer to 'Apprentices' rather than 'Students'.
- hh) Clarification of clause D1.1a) to improve clarity and replace references of 'Student' with 'Apprentice'; its meaning has not been changed.
- ii) Amendment to clause E2.1i) to improve clarity and include reference to suspension, exclusion or expulsion from a subsidiary organisation.
- jj) New clause E2.1j) stating that The Open University may cancel a Apprentice registration if we are made aware that they have been excluded from study at a subsidiary organisation.
- kk) Amendment of clause E3.2 to replace use of 'Student' with 'Apprentice'.
- II) Section F4 has been moved further up the document to become new clause F1.2.
- mm) New clause J5 outlining appropriate use of The Open University logo, shield and crest.
- nn) New clause K2.4 stating that apprentices have the right to appeal against decisions taken by The Open University following a criminal disclosure.

- oo) 'Glossary' section has been renamed to 'Definitions'.
- pp) Clarification in definition 'Apprenticeship Programme' stating that Skills England will replace IfATE in March 2025.
- qq) New definition 'Department for Education (DfE).
- rr) Removal of definition for 'The Education and Skills Funding Agency (ESFA)'.
- ss) Amendment to definition for 'Enrolment' to replace 'Student' with 'Apprentice'.
- tt) Amendment to definition for 'Funding Provider' to remove mention of 'equivalent Nation contact' and to replace use of 'ESFA' with 'DfE'.
- uu) Removal of definition for 'Higher Education Funding Council for Wales (HEFCW)'.
- vv) Removal of definition for 'The Commission for Tertiary Education and Research (CTER)'.
- ww) Amendment to 'Individual Learning Plan' to clarify that this can also be referred to as Training Plan Part 2.
- xx) Clarification in definition 'ifATE' stating that Skills England will replace IfATE in March 2025.
- yy) New definition 'Medr (Commission for Tertiary Education and Research)'.
- zz) New definition 'Off-the-job training'.
- aaa) New definition 'Skills England'.
- bbb) New definition 'Subsidiary Organisation'.
- ccc) Reference to 'The Open University Students Association' has been amended to 'The Open University Students Union'.

Conditions of Registration superseded by this document

These Conditions replace the previous version of <u>Conditions of Registration for</u> <u>Apprentices 2024/25.</u>

Document Information

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