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# Summary of Conditions

- The Conditions of Registration set out the terms and conditions (“Conditions”) that apply to registration for postgraduate research qualifications studied with The Open University.
  - These Conditions set out the terms of the agreement between you and The Open University. They also reference other policies, procedures, guidance documents. The Open University regulations 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.
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## Conditions of Registration superseded by this document

This document replaces the previous version of Conditions of Registration for Postgraduate Research Students 2022/23

## Scope

### What this document covers

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

These Conditions apply to your study starting in the academic year 2023/24 (which runs from 1 August 2023 to 31 July 2024).

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

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### What this document does not cover

These Conditions do not apply to the following group of students:

- a) Undergraduate and Postgraduate taught students
- b) Those studying free courses on OpenLearn or FutureLearn

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- c) Those studying Short Courses. Please refer to Conditions of Registration (Short Courses) 2021/21.
- d) Those studying a Microcredential. Please refer to the [Terms and Conditions \(Microcredentials\)](#).
- e) Those studying an Apprenticeship. Please refer to the [Conditions of Registration \(Apprentices\)](#).
- f) Those studying a Vocational Qualification. Please refer to the [Conditions of Registration \(Vocational Qualifications\)](#).
- g) Those studying Professional Development (PD) courses. Please refer to the [Terms and Conditions \(Professional Development courses\)](#).

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# Related Documents

Refer to the following documentation and referred to therein in conjunction with this document.

- [Research Degree Fee Rules](#)
- [Fee Rules \(Postgraduate Research - ARC 2022/23 Student Privacy Notice \(and Supplementary Privacy Notices where relevant to your circumstances\)\)](#)
- [Code of Practice for Student Discipline](#)
- [Code of Practice for Research](#)
- [Plagiarism and Research Misconduct Policy](#)
- [Social Media Policy](#)
- [Student Protection Plan](#)
- [Student Computing Policy](#)
- [Research Degree Regulations](#)
- [Research Degree Handbooks](#)
- [Forms and Guidance - Graduate School Network \(open.ac.uk\)](#)
- [Complaints and Appeals Procedure](#)
- [Fitness to Study Policy](#)
- [IP Policy](#)
- [Academic Engagement Policy](#)

The full suite of Open University policies are available on the [Student Policy and Regulations](#) website.

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# The Open University Student Charter Values

The [Open University Student Charter](#) was developed in partnership by the Open University and the OU Students Association. It sets out our shared values and the commitments we make to each other as a community of staff and students. This document has been developed with the Student Charter values as its foundation.

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

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

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## Safe Space Reporting

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

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# Introduction

## About these Conditions of Registration

These Conditions of Registration and the Registration Agreement set out the terms of the agreement between us. They refer to policies and procedures, to Open University regulations and to codes of practice. Together, these documents set out the details of your rights and obligations as a student of The Open University.

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

You should make sure that you understand what is expected of you and what you can expect from us. If there is anything in your Offer Letter, in these 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 [Research Degrees Team](#) before you complete your registration. You should also check your Offer Letter carefully before you submit your Acceptance of Offer Letter carefully before you submit it to make sure that all details are correct.

Should any details in the Offer Letter be incorrect please [contact us](#) to tell us what changes are required.

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## Summary of the main terms of the contract between us

This section sets out a brief summary of the main terms of your contract to study with The Open University. The full terms are set out throughout this document and in the other policy and regulatory documents referred to within this document.

1. This is a legally binding agreement between you and The Open University, to study an Open University postgraduate research degree.
  - a) You have a statutory right to cancel your Registration Agreement with The Open University within 14 calendar days of the date of completing the Registration Agreement.

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2. If you cancel your registration more than 14 calendar days after the date of completing the Registration Agreement, you may still do so, but you may, in certain circumstances, remain liable to pay fees. You agree to pay the fees for your qualification, unless you are in receipt of a studentship, a fee waiver or your fees are being met by a third party as outlined in your Offer Letter. If you do not pay your fees, The Open University can end this agreement and/or can take legal action to recover unpaid fees from you in line with our [Student Debt Policy](#). Access to email accounts and Open University materials will not be given until fees have been paid in full.
3. There may be additional costs to study. These include the costs of materials (e.g. chemicals, access to specialist software, books and journals, stationery, computers and printing) and travel to and from the place of study or an examination. By applying to study at The Open University and agreeing to the offer of registration, you expressly agree to meet these additional expenses.
4. We will use your personal information to maintain your student record, to provide support for your studies and for other facilities. Please see the [Student Privacy Notice \(and Supplementary Privacy Notices\)](#) for more information. We will only share your information with others in accordance with our [Student Privacy Notice](#).
5. We will provide you with supervision, training and support as described in the online prospectus and in the Research Degree Handbooks.
6. You agree to study for the qualification, make reasonable use of the support provided and to carry out activities as required for that qualification.
7. There is no guarantee of academic success. The Open University will use its academic judgement to decide whether you have met the learning outcomes for the degree that you are studying.
8. In order to remain registered on the programme you must maintain academic progress, in order to be successful, you must submit and defend your thesis to the satisfaction of the examination panel appointed to evaluate your research. In some circumstances you will be given an opportunity to make corrections and or resubmit your thesis.
9. If you are required to resubmit your thesis a further fee is payable.

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The level of fees may change as set out in the Fee Rules / Fee Rules (ARC). If you do not achieve the qualification, you will not be entitled to a refund of fees.

10. If you wish to change your mode of study (e.g. full-time to part-time), you may apply to do so only in accordance with the regulations [Research Degree Regulations](#).
11. The Open University can apply conditions to your study or cancel your registration if it is reasonably necessary to do so for reasons of health, safety and welfare of yourself or others, or academic misconduct, or to comply with statutory responsibilities.
12. The University can end this agreement if:
  - a) You have provided us with false or misleading information.
  - b) You have not done something you were required to do to as a condition of your registration (for example, to pass upgrade).
  - c) You do not pay your fees.
  - d) You are found to have committed a serious breach of the [Code of Practice for Student Discipline](#) or the [Code of Practice for Research](#), or any breach of restrictions placed on your access to study; or due to a voluntary or imposed study break in accordance with the [Fitness to Study Policy](#)
  - e) You break any of the conditions set out in this document (and any of the other rules and regulations referred to in it) or in any supplementary agreement.
  - f) You fail to disclose any unspent legal restrictions or conditions that are specified within the Conditions of Registration in line with the [Code of Practice for Student Discipline](#).
13. You will be given an Open University computing account, which you must use responsibly and in accordance with the [Student Computing Policy](#).
14. You must provide us with your contact details and keep them up to date.
15. We will communicate with you through your Open University email account, through the Graduate School Network and other Open University websites. It is your responsibility to check for messages regularly. Please note we will only contact you on your assigned @open.ac.uk email account.
16. Under the Welsh language standard and with specific reference to this policy students may;

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- a) Communicate with the OU in Welsh and tell the OU if they would like to receive automated communications in Welsh.
- b) Have access to a specific complaints procedure under the Welsh language standards.
- c) Submit written assessment in Welsh.

## Section A: Your agreement to register as a student

### A1. The terms of the agreement

When, The Open University formally accepts in writing, by letter or email, your application to register to study with The Open University, we are entering into a legal agreement with each other.

- a) These Conditions of Registration and the Offer Letter and any supplementary documentation referred to therein contain the terms of the agreement between us. They incorporate and are subject to the rules, 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 each of us which will apply while you are a registered student.
- b) In addition, If you are registering for a qualification supported by a third party you may also be required to enter into a supplementary agreement, any such agreement will form part of these Conditions and must be read in conjunction with them.
- c) In addition, If you are registering for a qualification which is offered under a partnership agreement between The Open University and another educational institution ('your Local Research Centre' e.g. an Affiliated Research Centre), some of the services and facilities provided to you under this agreement may be provided to you by the Local Research Centre on behalf of The Open University and not all services or facilities may be available. The fee arrangements may also vary, but you will be told separately about the specific arrangements that will apply to you. You may also be required to enter into a supplementary agreement with The Open University and/or the Local Research Centre. Any agreement made under this provision with The Open University will form part of these Conditions and must be read in conjunction with them.

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- d) The Offer Letter, the Conditions and the rules, regulations, policies, and procedures which form part of it, and any supplementary agreement required under Condition A1b), A1c) contain the entire agreement between us. If, at any time, any Open University employees or agents have agreed anything inconsistent with the Conditions of Registration, the Conditions of Registration will always take priority, unless formally agreed in writing by The Open University.
- e) The Open University Research Committee acting on behalf of the Senate may change rules, regulations, policies and procedures in the circumstances set out in the [Research Degree Regulations](#). The Research Committee will give you reasonable notice of changes to the regulations and rules, and the date they take effect. Please refer to the Principles section of the [Research Degree Regulations](#). These Conditions will incorporate and be subject to changes that take effect during the period for which these Conditions apply.
- f) It is your responsibility as a student to ensure that the qualification you are registering to study is recognised by the appropriate professional body or employer and/or country within which you intend to utilise that study.
- g) These Conditions, the Offer Letter, and The Open University rules, regulations, policies and procedures referred to herein shall be governed and interpreted in accordance with the laws of England and Wales and all disputes arising from these documents or in relation to them shall be subject to the exclusive jurisdiction of the English courts.

**A2. Additional conditions for the protection of persons**

A2.1 Students who have an unspent criminal conviction (as listed within Appendix Ap1.1), are required to disclose this unspent conviction at the point of registering to study at The Open University. Disclosure of an unspent conviction will not result in an automatic cancellation of registration or exclusion from the University; however, this may mean that The Open University is unable to accommodate your study, or that we need to place specific conditions or restrictions on study, for example exclusion from University face to face events and/or online activity. If you are unsure of whether your criminal conviction is spent, please contact the [Supporting Students in Secure Environments team](#).

The nature of the offence and all relevant information pertaining to the conviction will be considered in order to determine whether The Open University considers there to be any risk of harm to the wider University community and/or make adjustments to the course of

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study that mitigate risks for both the Student and The Open University community. This assessment will be undertaken in accordance with The Open University's [Community Support Framework](#), which considers our responsibilities to the University community of staff and students and to events where we engage with the wider general public. Further information on criminal convictions is available from The Community Support Team, Students in Secure Environments.

- A2.2 Students who are currently or become subject to a Her Majesty's Prison and Probation Service (HMPPS, or other criminal justice agency) licence, Court Imposed Order or similar relevant condition/restriction imposed by a court or Criminal Justice Agency must also make The Open University aware immediately of any conditions which may prevent them from fully engaging with their course and the wider University community. Any disclosure will be managed by the Open University Students in Secure Environments Team (SiSE). This disclosure helps the Open University Students in Secure Environments Team (SiSE) support Students in complying with any conditions while studying with The Open University and fulfils our safeguarding obligations. This includes those subject to Sex Offender Registration and Sexual Harm Prevention Orders (in the United Kingdom; or equivalent Orders for outside of the United Kingdom).
- A2.3 In circumstances where legal restrictions and conditions make a student's research impractical, The Open University will undertake to make reasonable adjustments and suggest alternative options where practicable.
- A2.4 Students applying to the Open University are not required to disclose a conviction which is 'spent' unless Clause A2.6 applies. An applicant who is unsure whether their conviction is 'unspent' and therefore needs to be disclosed can seek advice from [The Community Support Team, Students in Secure Environments](#).
- A2.5 Failure to disclose information regarding relevant unspent criminal convictions that you are currently subject to or become subject to during your studies may involve an investigation which will consider disciplinary procedures and may be deemed a disciplinary offence in line with these Conditions of Registration (see Section A10: Student Discipline and Academic Misconduct; and [Appendix AP2.1: Failure to disclose legal restrictions and conditions](#)), and the [Code of Practice for Student Discipline](#) (see Sections SD1.4c and SD1.3b).

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Any failure to disclose may therefore have an impact on your continued study with The Open University (see [Section E2](#): The Open University’s right to cancel your registration or enrolment).

A2.6 Some programmes of research may require additional criteria governed by professional, statutory, and regulatory bodies (PSRBs) with regards to criminal convictions (as listed within [Appendix Ap1.1](#)), including some which are spent. Such professional programmes of research may require a satisfactory Disclosure and Barring Service (DBS) check as a condition of offer. Students accepting an offer on those programmes of research are not required to make a self-disclosure, as any adverse information disclosed by the DBS will be considered in accordance with the requirements and policy for the programme for which the DBS check is required.

A2.7 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.

For further guidance on disclosure please refer to the [Appendix](#), our [Supporting Students in Secure Environments](#) web pages, or, contact the Community Support, Students in Secure Environments.

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### **A3. Additional conditions to comply with statutory responsibilities**

A3.1 The Open University may impose conditions or vary the terms on which you study and/or access 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 and protected adults, or in order to comply with its obligations under the Equality Act 2010 in England, Scotland and Wales; the Disability Discrimination Act 1995 for Northern Ireland;

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or any other statutory duty or obligation.

- A3.3 In order to fulfil The Open University’s Safeguarding duty (in line with the [Safeguarding Policy](#) and Section G5), Open University employees or agents have a statutory obligation to disclose relevant information to the internal Safeguarding team or external parties (for example, Child and Adult Protection Services, or the emergency services).
- A3.4 In order to fulfil The Open University’s Prevent duty (in line with [The Open University Prevent Principles](#) and Section G6), Open University employees, Students or agents have a statutory obligation to report concerns that an Open University staff member or Student is at risk of being drawn into terrorism to The Open University Prevent team for investigation.

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## A4. Registration

- A4.1 The Offer of registration will come into force when The Open University confirms formally (by sending you an offer letter by email) and received an acceptance from you confirming your compliance with the terms and conditions of registration. You will be required to register in person, presenting original or certified copies of all documentation required, as detailed in your Offer Letter. This constitutes the Registration Process.

The Registration Agreement will come into force upon completion of the Registration Process.

- A4.2 Your application to register as a Student of The Open University is subject to you satisfying to The Open University of the following:
- a) you have met the general requirements for registration set out in the [Research Degree Regulations](#).
  - b) if applicable, you have met any requirements for registration for a qualification set out in the specific regulations governing your qualification;
  - c) if applicable, you have entered into a supplementary agreement as required under Section A1b) or A1c) above;
  - d) if applicable, you disclose any legal restrictions or conditions under Section A2 above,

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- e) you have paid the relevant fee or provided an approved payment method;
- f) you have met any additional residence requirements or provided required evidence and requested a waiver of the regulation regarding residency.

## **A5 Intellectual Property**

- A5.1 Intellectual property (IP) generated through research carried out at the university belongs to The Open University. It is a condition of registration that research students assign any IP arising from their research to the university, with the exceptions listed below.
- A5.2 The Open University retains ownership of the following IP: Original inventions, design rights and copyright in all materials produced during the course of an Open University studentship or in work specifically assigned to a student. This includes written, broadcast and recorded work, computer programs, research information on Open University websites, iTunes, videos and any other forms of storage. Please note that copyright in software, databases, questionnaires, and data collected is owned by The Open University and should not be included in papers or books where the IP is assigned to a publisher or other third party.
- A5.3 Copyright in the following is owned by the student (and any co-authors): thesis, personal notes (excluding laboratory notes), books that are not part of a university course, journal articles, conference papers, presentations.
- A5.4 Where research is sponsored by a third party, contractual arrangements must be in place to set out The Open University's position on research IP. Such arrangements might include third party ownership of IP arising from research, and therefore students must assign the IP to The Open University so that the university can comply with its contractual obligations.
- A5.5 Further information relating to research IP is contained in the [Intellectual Property Commercialisation Handbook](#).
- A5.6 Students can contact the [RES Research and Enterprise Office](#) for advice and guidance relating to research IP.

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## A6. Residence requirements

- A6.1 You will be eligible to register to study with us if you are resident in the UK as a UK citizen, or if you are a European citizen applying for Settlement or Pre-settlement status, or if you are an overseas national on a Entrepreneur, Skilled worker, spouse or with a Student Route Visa where The Open University or a Local Research Centre is the sponsor. (Please note this is subject to change please see UKVI website for [Guidance on applications for UK Student Route Visa](#)).
- A6.2 If you are currently resident in the UK on a visitor visa, student visitor visa or working holiday visa, which only allows a stay in the UK for up to six months, you will not be eligible to register.
- A6.3 If you are not resident in the UK you may only register:
- a) for those qualifications which permit overseas residency
  - b) where you are registered through a Local Research Centre
  - c) where you are in receipt of a residency waiver
- A6.4 When you register, you must provide your home address. If you live outside of the UK, you should **only** provide us your work or care of (c/o) address if exceptional permission has been granted to do so. This allows The Open University to accurately determine the fee you are liable to pay, as outlined in our Fee Rules/Fee Rules (ARC). If you are unsure or would like to seek exceptional permission, please contact the Research Degrees Team in the Graduate School.

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## A7. Attendance/Engagement Requirements

- A7.1 Attendance and engagement requirements whilst registered as a post graduate research student are provided in the Research Degree Regulations and the Academic Engagement and Attendance Policy. Please see regulations RD 8.1 – 8.6 for students registered on an MPhil/PhD and regulations PD 7.1 - 7.2 for students registered on a Professional Doctorate.

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## A8. Personal information

- A8.1 The personal information that we have collected from you is shown in the profile section of the Graduate School Network. We also keep records of your contact with us and your participation in training activities which are stored on the PGR Manager system.
- A8.2 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.
- A8.3 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 ordinarily resident, or any of your contact details. We may require you to provide satisfactory evidence of any change before our records will be updated. Further details of when this and any additional evidence may be required can be obtained from the Research Degrees Team in the Graduate School or seen in full in the [Student Privacy Notice](#).
- A8.4 If you are awarded any qualification of The Open University, any certificate in respect of that qualification will be issued in the name that we hold in our records at the point when your qualification is conferred. A certificate will not be amended or reissued in a different name if a change of name is notified after the date your qualification is conferred except in the case of an error by The Open University in recording your personal details or if a valid request is made under the Gender Recognition Act 2004. A duplicate certificate will be issued in the same name as the original certificate (unless amended as above), even if a change of name may subsequently have been notified.

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## A9. Our rights to make changes

- A9.1 The Research Degree Regulations and the Research Degree Handbooks set out the circumstances in which The Open University may make changes to regulations,

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your supervision or availability of programmes. The following paragraphs outline the circumstances in which The Open University may make changes to these terms or our educational services:

#### **A9.2 Circumstances outside our control**

The Open University will take all reasonable steps to provide the support for your research degree. There may be circumstances outside of our control where we are unable to provide those services in full or in part for reasons such as failure of equipment, fire, flood, pandemic, terrorist acts. In addition, supervisors leaving The Open University (or a Local Research Centre) or industrial disputes are beyond our control. 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.

#### **A9.3 Short-term changes to learning, teaching and assessment arrangements**

The Open University may have to postpone, re-locate, re-structure or cancel supervisory meetings, forums, day schools, residential schools and other training sessions, assessments or examinations 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 Open University's staff or otherwise, short notice absence of training, examiners 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.

#### **A9.4 Changes to Qualifications**

A9.4.1 The Open University continually seeks to enhance its students' experience and ensure that programmes remain valid, relevant and current. The training sessions that are made available in future as part of your qualification will reflect those aims of The Open University and may therefore not include the same subject content, teaching or assessment methods as those available at the start of your qualification.

A9.4.2 In line with this aim, The Open University may make changes to the structure of its qualifications. These may include such matters as the balance between core, options and free choice components, the balance between coursework and examination or other forms and types of assessment,

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the order of study and rules for progression through the qualification, the requirements for attendance at or participation in specified learning activities.

A9.4.3 You may be given the option to continue your studies under the new structure or to carry on under the original structure, subject to the teach-out arrangements set out in any notice given.

A9.4.4 The notice period provided may be reduced if it is necessary to comply with the requirements of a professional, statutory or regulatory body or of any other body that accredits or validates the qualification.

## **A9.5 Withdrawal of Qualifications**

A9.5.1 If you are registered for a qualification and The Open University has approved the withdrawal of that qualification, you will be given notice of the withdrawal and a reasonable opportunity to complete your study for it before it is withdrawn, subject to the continued availability of the required training. If the period for withdrawal is shorter than that of the qualification time limit, then the withdrawal date will override the qualification time limit.

A9.5.2 Except in the circumstances set out below, the minimum period of notice that you will be given will be sufficient for you to complete the qualification at a study intensity of half of the full-time equivalent rate assuming that you do not fail any component, suspend your registration or seek an extension.

A9.5.3 The notice period set out above may be reduced if it is necessary to comply with the requirements of a professional, statutory or regulatory body or of any other body that accredits or validates the qualification for the change to be made in a shorter period of time.

A9.5.4 You will normally be permitted to complete your qualification up to 12 months after the published withdrawal date if you are resubmitting your thesis.

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## **A10. Your cancellation rights**

A10.1 Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have a right to cancel your registration to study for a qualification, without giving any reason, within 14 calendar days of the date of the completing the

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Registration Process. You will receive a full refund of any fees you have paid or a waiver of any fees you are liable to pay for that.

A10.2 If you wish to cancel this agreement, or make other changes to your study more than 14 calendar days after the date of completing the Registration Process you must follow the instructions in the [Research Degree Handbooks](#). Your eligibility for a fee refund or a fee credit is set out in the [Fee Rules/ Fee Rules \(ARC\)](#).

A10.3 Further information about cancelling or ending your registration, including the actions you must take to do so, can be found in [Section E](#) of this document.

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## **A11. 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.

The Open University also has a specific complaints procedure for [complaints relating to Welsh Language Standards](#).

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## **A12. Student discipline**

The Open University has a [Code of Practice for Student Discipline](#) and a [Code of Practice for Research](#). Any activity that falls short of the expectations outlined in The Open University's [Code of practice for research](#) will be dealt with via the Postgraduate Research Student Plagiarism and Research Misconduct Policy. When you register to study with The Open University you agree to be bound by these codes.

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## **A13. Fitness to Study**

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

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## Section B: Your fees

### B1. Your agreement to pay tuition fees and other charges

- B1.1 When you register as a student of The Open University you agree that you will pay the tuition fees and other charges or costs which must be met in respect of your studies. The tuition fee you agree to pay is shown in your Offer Letter. By applying to study at The Open University and agreeing to these Conditions, you also expressly agree to pay any additional charges which may be due to The Open University in respect of your studies that are not covered by the annual registration fee.
- B1.2 The annual registration fee does not cover all the materials you may need to complete your studies.
- B1.3 If you are eligible to resubmit your thesis, you may be required to register for the period of resubmission and an additional resubmission fee will be payable.
- B1.4 If your qualification includes a residential school, the fee will not cover the costs of accommodation, meals, travel or other facilities provided in connection with attendance at that residential school, whether they are provided by The Open University or otherwise, unless otherwise stated in the relevant Research Degrees Handbook.
- B1.5 If you are a part time student or a full-time student in receipt of a residency waiver the fee will not cover the costs of accommodation, meals, travel or other facilities provided in connection with attendance on campus (or other mutually agreed location) for face to face training, supervision, seminars etc.
- B1.6 Payment of or arrangement to pay your fees must be in place before you register. Prior to registration you will be provided with information about available payment methods. An annual fee is required, and it is the sole responsibility of the student to ensure (where appropriate) if alternative methods of payment are required that they are in place before the anniversary of your registration.

The payment methods accepted by The Open University depending on offer made are:

- Internally funded by the faculty.
- Sponsorship of Research Council DTP.

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- Externally funded by employer – Contract required.
- Self-funded students invoiced directly- payable by Bank Transfer.
- Payments paid by loan through Open University Student Budget Accounts Limited OUSBA arrangement.
- Staff Fee Waiver to be provided to the Graduate School before annual re-registration.

## **B2. Your liability for fees**

B2.1 When you register to study with The Open University you agree to pay the whole of the fee set out in your Offer Letter or registration confirmation. See [Fee Rules](#) for details of fees charged.

B2.2 You are normally required to have paid or secured an agreement to pay your fees by a payment method approved by us before we will accept your registration.

However, The Open University may, at its discretion, accept your registration before your approved payment method such as a government grant, a student loan or payment by a sponsor has been secured. The exercise of this discretion will be conditional upon you having taken and/or agreeing to take all reasonable steps (as the case may be) to secure that payment method within a reasonable time. If you have not secured that payment within the reasonable time, we have given you to do so, The Open University may cancel your registration as set out in [Section E2](#) “The Open University’s right to cancel your registration”. You will be notified in advance if this is the case.

B2.3 If you are paying your fees using a loan via the Open University Student Budget Accounts Limited (OUSBA) you may remain liable to meet scheduled re-payments unless you have cancelled this agreement in circumstances that entitle you to a full fee refund. You must check the terms of your OUSBA agreement and seek advice from OUSBA Ltd if you need more clarification.

B2.4 You will become liable for annual fees each year you register, which includes externally funded, Staff Fee Waiver or any other method of payment. You will not be bound to pay fees in relation to future years’ study until you register for those years.

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### **B3. How we calculate your fees**

- B3.1 Your fees are calculated in accordance with our [Fee Rules](#), based on the information that you have given us your intended research programme, your study mode whether it is full or part-time, whether you are ordinarily resident in the UK, the Republic of Ireland or elsewhere and, if you are ordinarily resident in the UK, whether this is in England, Northern Ireland, Scotland or Wales.
- B3.2 You are responsible for ensuring that the information provided to us and used in your Offer Letter is correct. If any of your information is inaccurate you must inform us before completing your registration. If we have sent you an Offer Letter and it is in any way incorrect, **do not alter or sign it**. Please [contact us](#) to give us the correct information and we will send you a new Offer Letter.
- B3.3 The Open University reserves the right to check any information that you have given us and, if the checks show that a different fee should be paid, to recover the difference between the fee shown in the Offer Letter and the correct fee if higher. These checks may be made at any time, including after you have begun your study. We may share data with external agencies to check that the correct fee has been paid.

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### **B4. Failure to pay fees and charges**

- B4.1 If you do not pay your fees or provide an approved payment method at the time of registration, we will not accept your registration unless paragraph [Clause B2.2](#) above (“Your liability for fees”) applies.
- B4.2 If you are permitted to register or enrol under [Clause B2.2](#) (“Your liability for fees”) above and you fail to secure an approved payment method within the reasonable time we have given you to do so, The Open University may cancel your registration even if you have started studying. You will be given notice of our intention to cancel your registration and a final opportunity to secure the payment or to pay by a different method. If your registration is cancelled under this paragraph any part payment of fees you or a sponsor have already made will be refunded and any grant or loan in respect of part payment of fees will be cancelled.
- B4.3 If you are intending to pay your fees with a means tested award from a UK funding

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authority but your award does not cover your fees in full, your registration will only be complete once the fee shortfall has been covered. We will only be able to confirm your registration to your funding authority (to allow any maintenance support you may be due to be released to you) when your registration is completed.

- B4.4 If we have accepted your registration and, for any reason, the payment method we have accepted is cancelled or withdrawn we may cancel your registration even if you have started studying. You will be given notice of our intention to cancel your registration and a final opportunity to secure the payment or to pay by a different method.
- B4.5 If your registration is cancelled under Clause B4.2 or B4.4 above it will be reinstated in the following circumstances:
- a) if you contact us within 7 calendar days of the date of cancellation having secured an agreed payment method or if you provide payment by a different method; or
  - b) if you contact us more than 7 calendar days after the date of cancellation having secured an agreed payment method or if you provide payment by a different method, and you agree to accept the potential impact any gap in your studies may have on your academic progress.
- B4.6 If your registration is cancelled under Clause B4.2 or B4.4 above you will remain personally liable to The Open University for all the fees which are due by the date of the cancellation. If you do not pay those fees you will be in debt to The Open University and The Open University may take action to recover that debt in line with our [Student Debt Policy](#)
- B4.7 If you are required to pay any other charges in connection with your studies (for example the accommodation charge for a residential school) and you do not pay those charges when they become due you may not be provided with the services or facilities to which those charges relate. If, at our discretion, the services or facilities are provided and the charges remain unpaid, you will be in debt to us and The Open University may take action to recover that debt in line with our [Student Debt Policy](#).

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## **B5. Consequences of not paying fees or additional charges**

- B5.1 If you do not pay your outstanding fees or other charges, including any further fees and

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other charges that may fall due, we may take all reasonable steps including legal action to recover those fees and other charges from you in line with our [Student Debt Policy](#).

B5.2 If you are in debt to us for your fees, we will:

- a) Notify you of what action you may take, if appropriate, to limit any liability for further fees and other charges that may become due and give you a reasonable opportunity to take that action before any further liability is incurred;
- b) Notify you that you are in debt, the amount of the debt and how you may pay that debt and give you a reasonable opportunity to pay any outstanding fees or other charges before taking any further action against you.

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- B5.3 If you are in debt to us for your fees, you will only be permitted to undertake further study for which any further fees or charges may become due if you pay in advance or have another secured method of payment for those fees or charges, which we have accepted, and you discharge or make arrangements to discharge the debt.
- B5.4 If at our discretion we continue, to provide services or facilities or allow further registration to students who are in debt to us, we reserve the right to take the actions mentioned above at a later date.

## Section C: Your research

### C1. Registration

When you are registered on the programme shown in the Offer Letter:

- a) you will be provided with supervision, training and support as described in the online prospectus and in the Research Degree Handbooks;
- b) you agree to study for the qualification, submit documentation at the times and in the manner specified in the regulations and to attend examination(s);

### C2. Assessment

The Open University's [Research Degree Regulations](#) will apply to the assessment of your programme. We will apply our academic judgment to determine the extent (if any) to which the learning outcomes of the degree have been met.

In accordance with the Welsh Language Standards, you may submit written work as part of an assessment in Welsh, and doing so will not mean that it will be treated less favourably.

### C3. The Residential School element

- C3.1 If your research degree includes a compulsory residential school element you must participate satisfactorily, as defined in the programme handbook.
- C3.2 If you are attending a residential school in the UK and you require a visa to enter the UK, it is your responsibility to obtain the necessary [Short-term study visa](#).  
Please [contact us](#) to request a letter from the Research Degrees Team in the Graduate

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School to use in support of your application for a Short-term study visa. The standard Offer Letter will not suffice.

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## **C4. Telling us about a disability**

The Open University is dedicated to ensuring every student 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, examination or assessment, 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 to make any reasonable adjustments under the Equality Act 2010 in England, Scotland and Wales; the Disability Discrimination Act 1995 (Amendment) Regulations Northern Ireland) 2004; or any other statutory duty or obligation.

## **Section D: Your qualification**

### **D1 Your declared qualification**

Your declared qualification is shown in your Offer Letter. Subject to the time limits as stated in your Offer Letter and the [Research Degree Regulations](#), we will provide you with the opportunity to study at the required level on the proviso that you make satisfactory academic progress.

## **Section E: Ending your registration**

### **E1. Cancelling your registration**

E1.1 To cancel your initial registration, you must inform The Open University of your decision in writing either by making a clear statement by letter or email.

If you do not formally cancel your registration you will not be eligible for any fee refunds, even if you do not participate or cease to participate in the programme.

E1.2 You must follow agreed procedures in order to cancel your registration, as follows:

#### **a) Cancelling your application before you are registered**

If you want to cancel your application before you are registered, you should not proceed with your registration. If we have sent you an Offer Letter and you have not signed and returned the Acceptance of Offer, do not alter or sign this agreement. Please contact us to

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tell us and we will cancel your application.

**b) Cancelling your qualification within 14 calendar days of registration**

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have a right to cancel your registration, without giving any reason, within 14 calendar days of the date of completion of the Registration Process.

If you do so, you will receive a full refund of any fees you have paid or a waiver of any fees you are liable to pay.

**c) Cancelling your qualification more than 14 calendar days after registration**

If you cancel this agreement after more than 14 days you must follow the guidance provided in the [Research Degrees Handbooks](#). Your eligibility for a fee refund or a fee credit is set out in the Fee Rules/ Fee Rules (ARCs).

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## **E2. The Open University's right to terminate your registration**

E2.1 The Open University may terminate 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
- b) you fail to meet any academic or administrative requirements shown in the [Research Degree Regulations](#) or the [Research Degree Handbooks](#) (e.g. failure to make satisfactory academic progress);
- c) you fail to pay your tuition fees as set out in Section B ("Your fees") or are in debt to us in respect of tuition fees or other academic charges;
- d) you were required to make a supplementary agreement as referred to in Condition A1c) or A1d) and you have failed to complete such an agreement;
- e) you are unable to meet any conditions in a supplementary agreement that are specified as requirements for registration or continued registration;
- f) you break any of the conditions set out in this document (and any of the other rules and regulations referred to in it) or in any supplementary agreement;
- g) you are excluded from study as a result of a breach of the [Code of Practice for](#)

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[Student Discipline](#) or the [Code of Practice for Research](#), or any breach of restrictions placed on your access to study: or due to a voluntary or imposed study break following a Fitness to Study Stage 3 Case Conference Panel in accordance with the [Fitness to Study Policy](#);

- h) you fail to disclose any relevant, unspent, legal restrictions or conditions under [Section A2](#), in line with the [Code of Practice for Student Discipline](#) (SD1.4c, SD2.4, and SD2.5.1);

Please note that we may also seek prosecution if you have supplied fraudulent information.

- E2.2 If we terminate your registration, you may not participate in any learning or assessment activities after the date of cancellation.
- E2.3 If your registration is cancelled under paragraph E2.1b), E2.1d) or E2.1e) after the start date because you have not met the entry requirements or the regulatory requirements of the qualification, you may be entitled to a full or partial discretionary refund of the fees/fee waiver, unless this is due to default on your part. Please refer to the Fee Rules/ Fee Rules (ARC) for more information.

## Section F: Computing

### F1. Your Open University computing account

We will provide you with a secure Open University computing account. It is your responsibility to keep your account secure and confidential. You must comply with our [Student Computing Policy](#) and [Social Media Policy](#).

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### F2. Keeping your account secure

- F2.1 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.
- F2.2 If you do not comply with Clause F2.1 above, you will be liable for any fraudulent

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transactions relating to your registration.

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### **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 and the content you contribute may be displayed online to students and Open University staff, who have a need to see the information concerned.

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### **F4. The Computing Policy and Social Media Policy**

F4.1 When you register to study with The Open University you agree to comply with the [Student Computing Policy](#) and [Social Media Policy](#)

## **Section G: How we will communicate with you**

### **G1. By email**

- G1.1 Upon registration you will be provided with an Open University email address, which we will use to correspond with you. Please ensure that you use this email address in all correspondence. This email address is used as the user name for the PGR Manager student system no other email address can be used for this operation.
- G1.2 We will communicate with you through your Open University email account, through the Graduate School Network and other Open University websites. It is your responsibility to check for messages regularly. Please note we will only contact you on your assigned @open.ac.uk email account.
- G1.3 If you speak Welsh you can contact us in Welsh and doing so will not lead to your request being dealt with less favourably. You can also request automated emails from the Open University in Welsh. Please speak to the student support team to arrange this.
- 

### **G2. Through ‘The Graduate School Network’**

Your Open University computing account will include access to a personalised Open University website called ‘[The Graduate School Network](#)’.

This website will include details of the personal information we hold about you and it will provide you with access to some forms, guidance and a range of other resources that will support your

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studies. We will also use the Graduate School Network to post messages that will be relevant to you and may not be provided by any other media. It is your responsibility to check the [Graduate School Network](#) regularly.

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### **G3. Through Open University websites**

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

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### **G4. Recording telephone calls**

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

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### **G5. Safeguarding duty**

If you or another party disclose any information to us via the communication methods listed in G1-G4 of this document that affects our statutory Safeguarding responsibilities (in line with the [Safeguarding Policy](#) and Section A3), Open University employees or agents have a statutory obligation to share relevant information with the internal Safeguarding team or external parties (for example, Child and Adult Protection Services, or the emergency services).

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### **G6. Prevent Duty**

If you or another party disclose any information to us via the communication methods listed in G1-G4 of this document that affects our statutory Prevent duty responsibilities (in line with [The Open University Prevent Principles](#) and Section A3), Open University employees or agents have a statutory obligation to share relevant information with the internal Prevent team or external parties (for example the police and Channel).

## **Section H: Using library facilities**

If you use the Open University library services, you will be bound by our

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[Copyright Regulations](#) which you will be asked to agree to when you first use those services.

## Section I: Indemnity Insurance

The Open University has indemnity insurance for directly registered PGR students carrying out research related to their studies. If you are registered through a Local Research Centre, it is your responsibility to ensure that you are covered by their indemnity insurance.

## Section J: Affiliation with third party organisations

- J1. Any affiliation or promotion of The Open University must be initiated by The Open University.
- J2. You are not permitted to promote anything for payment or other remuneration purposes on behalf of The Open University.
- J3. You are not permitted to promote your views as representing or on behalf of The Open University.
- J4. You are free to express their political, religious, social and academic views both in private and in public provided that this is explicitly done in your own name and not in the name of The Open University. By registering to study with The Open University you are agreeing to abide by the [Social Media Policy](#) as outlined in [Clause F4](#).
- J5. If you are approached by a third-party organisation to represent The Open University, you should refer the third-party organisation to contact us directly with their request.
- J6. Any failure to meet Clauses J2-J5 could be treated as a breach of [the Code of Practice for Student Discipline](#)

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# Glossary of terms

## Conferred

Is 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.

## Declared Qualification

Is a declared qualification that you have told us that you are studying towards.

## Postgraduate Research Student (PGR)

Is a student who is registered for a post graduate research degree.

## Registration

Is the process by which you become a student of the University. Subject to these conditions you may register for a qualification.

## Registered Qualification

Is a qualification that you have formally registered to study.

## Registration Process

Is the process by which your registration with The Open University is finalised. It requires the presentation in person of original or certified copies of all of the documentations required as detailed in your offer letter.

## Us/We/Our

Refers to The Open University.

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## Further clarification

For more information about registration, fees or to change or cancel your studies, please contact:

### Research Degrees Team

The Open University

Walton Hall

Milton Keynes

MK7 6AA

[www.open.ac.uk](http://www.open.ac.uk)

Phone +44 (0)1908 653 806

Email: [research-degrees-office@open.ac.uk](mailto:research-degrees-office@open.ac.uk)

## 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), Research Degrees Team are to be contacted for requests relating to postgraduate research student policies via [research-degrees-office@open.ac.uk](mailto:research-degrees-office@open.ac.uk)).

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# Appendix

## Ap 1. Disclosure of legal restrictions and conditions

Ap 1.1 Students who have an unspent criminal conviction in a relevant area, are required to disclose this unspent conviction at the point of registering to study at The Open University. You may do this by:

- a) Requesting a self-declaration form to disclose your unspent conviction from [The Community Support Team, Students in Secure Environments](#).
- b) Disclosing the fact that you have an unspent criminal conviction to any member of staff, and by any means. Upon this disclosure you will be informed by the member of staff that the information within the disclosure will be referred onto the Students in Secure Environments Team (SiSE) as part of the [Community Support Framework](#). You will then be required to complete a self-declaration of disclosure. If you have not been asked to complete a self-declaration of disclosure by the SiSE team, please contact [The Community Support Team, Students in Secure Environments](#) directly to request a self-declaration form to disclose your unspent conviction.

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

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

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- vii. Fraud:
- viii. Offences of human trafficking, slavery and forced labour.
- ix. Offences related to any person under 18 considered a child under English law- see Children Act 2004.

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

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

## **Ap 3. Data protection**

Ap 3.1 All records and correspondence relating to your disclosure will be securely stored in accordance with The Open University's [Student Privacy Notice](#) (and [Supplementary Privacy Notices](#) if relevant to your circumstance).

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.

## **Ap 4. Additional conditions for Students who are in prison**

The following additional Conditions of Registration are applicable to Students who are in prison.

Ap 4.1 If you are prisoner in England or Wales the Registration Agreement is subject to the Prison Services Instruction PSI 32/2012 (Open University, Higher Education and Distance Learning) or any other Prison Services Instruction which replaces, amends or supplements it. If you become a prisoner while you are registered for a qualification or enrolled for a module, this agreement will become subject to that Instruction from the date on which you are imprisoned. You may not register for a qualification or enrol for modules or remain registered for a qualification or enrolled for modules except as permitted under the Instruction currently in force.

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Details of qualifications and modules that are available for study by prisoners under the Instruction will be provided in The [Open University Guide for Learners in Secure Environments](#).

Ap 4.2 If you are a prisoner in Scotland an application to register for a qualification or enrol for modules will only be accepted if made under the Scottish Prison Service Higher Education Access Scheme and this Registration Agreement is subject to the terms of that Scheme. If you become a prisoner while you are registered for a qualification or enrolled for a module this agreement will become subject to that Scheme from the date on which you are imprisoned. You may not register for a qualification or enrol for modules or remain registered for a qualification or enrolled for modules except as permitted under the Scheme currently in force.

Details of qualifications and modules that are available for study by prisoners under the Scheme will be provided in The [Open University Guide for Learners in Secure Environments](#).

Ap 4.3 If you are a prisoner in Northern Ireland this Registration Agreement is subject to The Open University Northern Ireland Prison Service Scheme. If you become a prisoner while you are registered for a qualification or enrolled for a module this agreement will become subject to that Scheme from the date on which you are imprisoned. You may not register for a qualification or enrol for modules or remain registered for a qualification or enrolled for modules except as permitted under the Scheme currently in force. Details of qualifications and modules that are available for study by prisoners under the Scheme will be provided in The [Open University Guide for Learners in Secure Environments](#).

Ap 4.4 If you are a prisoner in the Republic of Ireland this Registration Agreement is subject to The Open University Irish Prison Service Scheme. If you become a prisoner while you are registered for a qualification or enrolled for a module this agreement will become subject to that Scheme from the date on which you are imprisoned. You may not register for a qualification or enrol for modules or remain registered for a qualification or enrolled for modules except as permitted under the Scheme currently in force. Details of qualifications and modules that are available for study by prisoners under the Scheme will be provided in The [Open University Guide for Learners in Secure Environments](#).

Ap 4.5 If you are a prisoner outside the United Kingdom or the Republic of Ireland you may not register or enrol to study with The Open University.

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If you become a prisoner outside the United Kingdom or Republic of Ireland while you are registered for a qualification or enrolled for a module, your registration and enrolment will be cancelled with effect from the date on which you are imprisoned.

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