



# Conditions of Registration 2022/23

## Supplementary Agreement (Nursing)

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

# Scope

## What this document covers

This Supplementary Agreement applies to Students/Apprentices that have been accepted on to The Open University's Pre-Registration Nursing programme only and sets out the additional terms relating to study of a Nursing Qualification.

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

This Supplementary Agreement does not apply to Students/Apprentices who have not yet been accepted on to The Open University's Pre-Registration Nursing programme; are studying modules that could contribute to a qualification outside the Nursing programme; or Students/Apprentices studying other work-based learning qualifications or programmes, such as social work.

It does not apply to Students/Apprentices studying non-Nursing versions of modules and/or qualifications.

## Apprenticeships

If you are studying an apprenticeship, the following sections within this Conditions of Registration Supplementary Agreement are **not** applicable:

- Clause 3.4 "Students studying a Nursing qualification (who are not part of an apprenticeship programme)." Learners on an apprenticeship programme should instead refer to clause 3.5 "Learners studying on an apprenticeship programme".
- Section 4.1 "Students studying a Nursing qualification (who are not part of an apprenticeship programme)". Learners on an apprenticeship programme should instead refer to clause 4.2 "Learners studying on an apprenticeship programme".

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- References to Fee Rules in Section 5 “Termination of Registration”. Learners on an apprenticeship programme should instead contact their APDM or equivalent contact for further information.
- Section 5.3 “Students studying a Nursing qualification outside of an apprenticeship programme”.
- Clause 6.1b: loss of job through no fault of your own and unable to find an immediate replacement.
- Clause 6.3: studying at least every other year or taking an approved study break.
- Section 8 “Withdrawing from or deferring your studies.” Learners on an apprenticeship programme should refer to Section G5 “Changing your study plans for exceptional or personal reasons” of the [Academic Regulations \(Apprentices\)](#).

## **Supplementary Agreements superseded by this document**

This document replaces the previous version of Conditions of Registration Supplementary Agreement (Nursing) 2021/22.

## **Summary of significant changes since last version**

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

- Apprenticeship student terminology changed to ‘Apprentices’ and ‘Learners’ throughout.
- New Sections added entitled “Commitment to Equality, Diversity and Inclusion at the Open University” and “Safe Space Reporting”.
- References to apprenticeship (APDM) contact details amended throughout as appropriate.
- Removal of a paragraph describing usage of terms, which are now used accurately throughout. The terms Education manager and Mentor has been removed, and replaced with Practice Assessor/ Practice Supervisor.
- Amendment to Clause 2.1 for clarity around DBS clearance.

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- f) Addition of sentence within clause 2.7 to state 'subject to not being subject to other disciplinary sanctions'.
- g) Addition of Clause 2.9 to specify that you will need to have met all the educational requirements and personal attributes/any other entry requirements.
- h) Addition of Clause 2.10 to specify that you require satisfactory Occupational Health Clearance and should refer to the current guidelines for up-to-date requirements requirements.
- i) Glossary updated: Reference to 'Apprentice/Learner', 'The Code', 'Practice Assessor', and 'Practice Supervisor'
- j) Amendments to 'Further clarification' section.
- k) Contact details for Apprentices updated within the Further clarification section.

## Related Documentation

### Refer to this document in conjunction with:

- [Apprenticeship Privacy Notice](#)
- [Conditions of Registration](#) or [Conditions of Registration for Apprentices](#) as relevant to your qualification
- [Fee Rules \(Undergraduate Study\)](#)
- [Fitness to Practise Procedure](#)
- [Nursing Privacy Notice](#)
- Qualification-specific regulations for your Nursing qualification.
- [Student Privacy Notice](#)
- [Nursing & Midwifery Council \(NMC\) - The Code; Professional standards of practice and behaviour for Nurses, Midwives and Nursing Associates](#)

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## The Open University Student Charter Values

This document aligns specifically with the following [Open University Student Charter](#) Values:

4. We communicate with each other in ways which are clear, relevant, accurate and timely.
7. We act ethically and transparently, providing and making use of fair and open means to deal with our concerns and grievances, learning from them.
9. As Students, we share the responsibility for learning and make a commitment to study and research using the resources and support services available, upholding the highest standards of academic integrity.
11. We work to maintain and enhance the standards and reputation of our University recognising the contributions that all members make to its success.

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

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

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## Safe Space Reporting

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

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## Introduction

This document sets out the additional terms agreed with The Open University relating to your study towards a Pre-registration Nursing qualification. It is the Supplementary Agreement referred to in the [Conditions of Registration](#) and [Conditions of Registration for Apprentices](#) and should be read together with those Conditions and the rules, regulations and policies referred to within them and in this agreement. By registering for a Nursing qualification, you are agreeing to these terms.

This Agreement is effective from the date you registered for your Nursing qualification and will continue to apply until you have either completed your qualification or your registration has lapsed or been cancelled, whichever occurs first.

For specific guidance on how this agreement may relate to your personal circumstances, please contact your [Student Support Team](#) (Students on Nursing Programmes) or Apprenticeship Programme Delivery Manager (APDM, or equivalent: Learners on apprenticeship programmes) who are specially trained to advise on the implementation of this agreement.

## Main terms of the Supplementary Agreement

### 1 Summary of the main terms of the Supplementary Agreement

- 1.1. This section sets out a brief summary of the supplementary terms of your agreement to study a Nursing qualification with The Open University. You are agreeing to:
- a) Comply with and abide by the professional standards set by the Regulatory Authority.
  - b) Remain in employment and have continual support from your Learning Sponsor for the duration of your study towards completion of the Nursing qualification.
  - c) Comply with the legal requirements of your Employer (Apprentices), Learning Sponsor, Financial Sponsor (where applicable) and Placement Provider, as set out in their respective policies and procedures.

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- d) Meet both the professional standards of the Regulatory Authority, as set out in The Code, as well as the academic standards and practice-based requirements that are identified within the relevant module and qualification websites. You must do this in order to be awarded your Nursing qualification.
- e) Notify The Open University, Employer (Apprentices), your Learning Sponsor and your Financial Sponsor, as soon as possible, of any concerns you have of not meeting such requirements.
- f) An understanding that The Open University may suspend or terminate your registration or deny the award of the Nursing qualification if the terms set out in this agreement are not met.
- g) An understanding that The Open University, Employer (Apprentices), your Learning Sponsor, your Financial Sponsor and any Placement Provider may share necessary information about your health, disability, academic performance, conduct, fitness to practise and professional standards. Such information will be kept secure and will only be processed in accordance with The Open University's [Student Privacy Notice, Nursing Privacy Notice and Apprenticeship Privacy Notice](#).

## 2 Professional Standards and Fitness to Practise Procedures

- 2.1 In order to study a Nursing qualification with the Open University, you are required to provide additional information with regards to disclosing legal restrictions and conditions in line with the NMC [Guidance on health and character](#). You will be required 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). The Open University will inform you of the information you will be required to disclose if appropriate, before registering on your Nursing qualification. For further information please contact your [Student Support Team](#) or (APDM for apprentices).

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2.2 By entering into this Supplementary Agreement you explicitly acknowledge that you understand and agree to be bound by the professional standards set by the Regulatory Authority in The Code which apply to Nursing Students. This means that:

- a) If a concern is raised that you are not achieving or maintaining those standards at a level appropriate to the stage of your studies for the Nursing qualification, you may be referred under The Open University's [Fitness to Practise](#) Procedure.

This may result in the following in relation to your studies towards one of the qualifications in the Nursing programme:

- conditions being applied for you to continue to study for that Nursing qualification;
  - suspension from study from that qualification;
  - termination of registration towards that qualification;
  - the withholding of the award of that qualification.
- b) You agree to notify The Open University as soon as practicable of any matter which may give rise to any concern about your ability to meet the professional standards of the Regulatory Authority, referring any such matter verbally, electronically or in writing to your Practice Tutor or where this may cause delay, to the Staff Tutor in your area. The Employer Link at your organisation, or your [Student Support Team](#) (Students on Nursing Programmes) or Apprenticeship Programme Delivery Manager (APDM, or equivalent: Learners on apprenticeship programmes) will be able to provide contact details as necessary.

2.3 In order to be eligible for the award of a Nursing qualification you must, in the opinion of the Module Results Panel for each module completed, satisfactorily meet both the academic requirements and the professional standards requirements. You must successfully complete all required modules as outlined in the Qualification Regulations specific to your qualification in order to receive the award.

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- 2.4 If you have failed to meet the required professional standards as a result of matters that occurred prior to your registration with the Regulator, a declaration to the Regulator of your good health and character may be withheld on the recommendation of a Fitness to Practise panel. This may be the case even if you have been awarded sufficient module credit to satisfy the academic and practice learning requirements of the Nursing qualification. This would mean that you would be unable to register, and therefore practise, as a Nurse regardless of the award of the qualification.
- 2.5 The programme may include the requirement for you to undertake remote consultations. If so, The Open University's [Fitness to Practise](#) procedures would apply. If any breach of the applicable professional standards occurs, the breach would be dealt with under these procedures.
- 2.6 If a Nursing qualification has been awarded and any matters occurring before the award of the qualification subsequently come to light that, in the opinion of a Fitness to Practise panel, ought to have been declared and would have resulted in the withholding of the Nursing qualification, the matter shall be referred to the University's Central Disciplinary Committee who have the power to withdraw the Nursing qualification.
- 2.7 If the Nursing qualification is not awarded as a consequence of actions by a Fitness to Practise panel or the Central Disciplinary Committee, you may be offered an alternative Open University qualification for which you have met the credit requirements, and subject to not being subject to other disciplinary sanctions.
- 2.8 Neither the offer of a place onto the qualification by The Open University nor successful completion of the qualification guarantees your entry onto the professional NMC register. The NMC retains the right to determine your entry to the professional register at the point of registration (see [Guidance on Health and Character](#), NMC 2019). Please refer to the NMC guidance for the most up to date information regarding current requirements for NMC registration.
- 2.9 You will need to have met all the educational requirements and personal attributes specified for entry onto your chosen qualification. All requirements of the programme must be completed before the qualification will be awarded.

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- 2.10 You will be required to obtain satisfactory Occupation Health Clearance, and to comply with any health requirements for your occupation. If you are an applicant or current student studying on an Open University Nursing and Nursing Associate programmes in England, you are required to check [COVID-19 Vaccination as a Condition of Deployment \(VCOD\) legislation in England \(Nursing\)](#) for the most up-to-date requirements for continuing your studies on the programme, in line with Government Guidance. Your continued progression within your Nursing/Nursing Associate studies may be impacted if you do not follow these requirements.
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### **3 Practice Learning Periods**

- 3.1 When you register for a Nursing qualification with The Open University, you agree to:
- a) Co-operate with your Learning Sponsor/Employer (Apprentices) to facilitate your participation in sufficient appropriate Practice Learning Periods to enable you to meet the learning outcomes of the Nursing Degree.
  - b) Co-operate with your Employer (Apprentices), Learning Sponsor or Placement Provider and meet any reasonable requirements to maintain the reputation of the Placement Provider and comply with their legal obligations and service standards in connection with your participation in the Practice Learning Opportunities provided.
  - c) Comply with the employment policies and practices of the Employer (Apprentices), Learning Sponsor and/or Placement Provider and take all reasonable steps to maintain your employment and any Practice Learning Opportunities provided in order to complete the Nursing qualification. Please note: ongoing employment is a requirement to continue studying the Nursing qualification through the programme route.
- 3.2 Whilst undertaking practice learning you are required to co-operate with the Practice Assessor/ Practice Supervisor allocated by your practice Placement Provider. Your Practice Assessor/ Practice Supervisor will:
- a) carry out observations and supervised practice, offering regular feedback to you throughout the Practice Learning Periods;

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- b) carry out any assessment responsibilities required by the Pre-registration Nursing Programme; and
  - c) participate in planning, monitoring and review meetings with you and your Practice Tutor.
- 3.3 If you are in breach of the clauses outlined in paragraphs 3.1 and 3.2, and it is the opinion of your Employer (Apprentices), Learning Sponsor and/or Open University Staff Tutor that it is not reasonably practicable for you to complete a Practice Learning Period, then your Employer (Apprentices), Learning Sponsor, Placement Provider and The Open University is not obligated to provide a further opportunity for you to meet the practice learning requirements for that module. In these circumstances you will be deemed to have failed the module and your studies may be suspended in accordance with the Fitness to Practise Procedure.

### **3.4 Students studying a Nursing qualification (who are not part of an apprenticeship programme)**

- 3.4.1 If the Learning Sponsor does not allow you sufficient time to complete Practice Learning Periods as set out in the module materials, The Open University will endeavour to extend your study period to allow the Learning Sponsor to provide sufficient practice learning opportunities. The Learning Sponsor or, where applicable, Financial Sponsor, will be liable for any additional costs incurred as a result of such extension, or to provide you with advice and support in finding an alternative Learning Sponsor and/or Practice Learning Periods.

### **3.5 Learners studying on an apprenticeship programme**

- 3.5.1 As an Apprentice your employer is required to allow you 20% 'off the job' paid hours in which to study. The duration of your apprenticeship was agreed at the start of the programme and includes the Practice Learning Periods.

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## **4 Termination of Employment and/or Sponsorship**

### **4.1 Students studying a Nursing qualification (who are not part of an apprenticeship programme)**

- 4.1.1 Your Learning Sponsor's obligations, as set out in this Agreement, will cease if you leave your employment. To remain registered for the Nursing qualification you will be responsible for finding a suitable alternative Learning Sponsor in order to complete any further practice learning required and to complete the Nursing qualification within the specified time limit.
- 4.1.2 If you are financially supported in respect of tuition fees and/or any other financial support and this financial sponsorship is withdrawn for any reason, you must ensure that you continue to meet your liabilities in respect of tuition fees. This may include securing new financial sponsorship or through the use of student loans. If you do not secure funding for your tuition fees, you will be withdrawn from the programme.
- 4.1.3 You must notify The Open University at the earliest opportunity of any potential change to your employment that may affect your ongoing relationship with your Learning Sponsor and/ or your Financial Sponsor to enable alternative arrangements to be considered.
- 4.1.4 If your Financial Sponsor and Learning Sponsor are different organisations and you leave your employment, then with your Financial Sponsor's agreement, you may seek suitable employment with an alternative employer who will agree to act as your Learning Sponsor. This will allow you to continue with your Nursing qualification as long as the new employer can provide the appropriate practice learning experiences and Practice Assessors/Practice Supervisors to meet the qualification requirements. You must contact your [Student Support Team](#) to discuss the suitability of this proposed change.
- 4.1.5 In the event that The Open University's collaboration agreement with your Learning Sponsor is terminated, The Open University will take reasonable steps to enable you to finish the programme including completing all necessary modules and carrying out all necessary Practice Learning Periods.

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## 4.2 Learners studying on an apprenticeship programme

4.2.1 If, during your apprenticeship, your employment is terminated for any reason please contact your Practice Tutor or Apprenticeship Programme Delivery Manager (APDM or equivalent) as soon as possible as this will affect your ability to continue with your programme of learning.

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## 5 Termination of Registration

5.1 The Open University may cancel your registration for the Nursing qualification in the circumstances set out in the [Conditions of Registration](#) or [Conditions of Registration \(Apprentices\)](#) as appropriate to your qualification. In addition, The Open University may cancel your registration if you do not:

- remain in employment;
- undertake practice learning with your Learning Sponsor or an agreed Placement Provider; or
- maintain the standards of the Regulatory Authority with respect to your health, competence and standards of behaviour.

5.2 If you fail a module (including the failure of any resit or resubmission), it is at your Employer (Apprentices), Financial Sponsor's (where applicable) and/or your Learning Sponsor's discretion whether they continue to support you on the Nursing programme. If you are an Apprentice studying on the Nursing programme, you should contact your APDM or equivalent contact for further information on whether you will be supported to continue. Students studying a Nursing qualification outside of an apprenticeship programme should refer to the criteria outlined in the [Fee Rules](#) to determine whether you or your Financial Sponsor should pay reduced fees to repeat study of a module you have failed.

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### **5.3 Students studying a Nursing qualification outside of an apprenticeship programme**

- 5.3.1 If support is withdrawn by your Financial Sponsor or Learning Sponsor, The Open University will cancel your registration for the Nursing qualification. Your registration will be reinstated if, before the start date of the next module presentation, you have obtained an alternative Financial Sponsor (or in England only, made suitable alternative arrangements for the payment of tuition fees) and/or Learning Sponsor.
- 5.3.2 If support is withdrawn, you may study academic modules that are not specific to the Nursing programme within the stage you are currently studying, provided you are able to meet the learning outcomes of that module, but will need to find a replacement Financial or Learning Sponsor to continue with the programme at the next module start date.
- 5.3.3 If your contract with your Learning Sponsor is terminated you must find a replacement to complete modules incorporating the required Practice Learning Periods for the stage of the Nursing Degree you are studying. If you do not do this within 2 years of your last Practice Learning Period, you will be deregistered from the Nursing Degree. In such circumstances you may retain your credit and return to study later if you are eligible to do so, subject to the rules and regulations that are in place at the time of your subsequent registration.

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## 6 Your Studies

- 6.1 You must complete your Nursing qualification within the specified timescale for that qualification (cited in the Regulations and shown on [StudentHome](#)), unless you are given an extension at the discretion of the Board of Studies for Health, Wellbeing and Social Care. If you are studying an apprenticeship, any application for an extension must be made in agreement with your Employer and The Open University and must comply with the rules stated by your Funding Provider and regulator. Applications for an extension may be considered where you have been unable to study due to reasons beyond your control ([see Appendix A](#)). Other circumstances where an extension may be granted are:
- a) if you have been suspended under Fitness to Practise Procedures and subsequently reinstated;
  - b) if you lose your job through no fault of your own and are unable to find an immediate replacement (Students studying for a Nursing qualification outside of an apprenticeship only).
- 6.2 If, for any reason, you are unable to complete the Practice Learning Periods for a module: when you return to study, you will be required to complete at least the final Practice Learning Period of the Stage of the Nursing qualification you had reached before interrupting your studies. You may request to have practice hours that you have completed during the module carried forward from those Practice Learning Periods that you have completed in full.
- 6.3 If you are studying a Nursing qualification outside of an apprenticeship programme, to complete your Open University Nursing qualification, you must study at least every other year, or take an approved study break as set out in the [Changing Your Study Plans Policy and Procedure](#). If you fail to do so, you will be deregistered from your Nursing qualification.
- 6.4 You may be permitted to begin a module at the next stage of the Nursing qualification before you have completed and received results for a module at an earlier stage. Where this is the case, you must have completed, and received results for the module at the earlier stage within 12 weeks of the start of the module at the later stage. If this is not possible or you do not receive a pass result, you will not be able to start or remain enrolled on the module in the later stage.

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## 7 Information sharing and Data Protection

7.1 Please see The Open University's [Student Privacy Notice](#), the [Nursing Privacy Notice](#), and the [Apprenticeship Privacy Notice](#) (if studying the Nursing qualification through an apprenticeship) for full information on how data is collected and used by The Open University. There are some additional points that relate to this Supplementary Agreement. By entering into this Supplementary Agreement, please note that:

- a) The Open University may share (or will share for Apprentices) information about your academic performance and professional standards relating to your study for a Nursing qualification with your Employer (Apprentices), Learning Sponsor, your Financial Sponsor and any Placement Provider. In particular information about issues relating to your conduct may be shared where it might affect your professional suitability or fitness to practise and your continued participation in any practice learning environment.
- b) The Open University may consider any concern through its [Fitness to Practise Procedure](#) and this may lead to conditions being applied to your continued registration on the programme, your suspension or deregistration from the programme, or your expulsion from The Open University.
- c) Information about your health and any declared disability may be shared with Placement Providers in line with legal obligations to provide reasonable adjustments in order to comply with obligations under the Equality Act 2010 in England, Scotland and Wales; the Disability Discrimination Act 1995 for Northern Ireland; or any other statutory duty or obligation. Additionally, data may be shared so that neither you nor members of the public are put at risk while you carry out a placement.
- d) The Open University will keep any information shared secure and process data in line with the [Student Privacy Notice](#), [Nursing Privacy Notice](#) and [Apprenticeship Privacy Notice](#). Your Employer (Apprentices), Learning Sponsor, Financial Sponsor and any Placement Provider will store and process information in accordance with their Privacy Notices.

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- e) Your Employer (Apprentices), your Financial Sponsor (where applicable), your Learning Sponsor or any Placement Provider may notify The Open University of any matters that might raise concerns about your ability to meet the professional standards of the Regulatory Authority.

The Open University, your Employer (Apprentices), your Learning Sponsor, your Financial Sponsor (where applicable) and any Placement Provider may share information and evidence about matters relating to your conduct that might affect your professional suitability, fitness to practise, continued employment or your participation in a Practice Learning Period. Your Learning Sponsor, as your employer, has the right to deal with employment related matters under their own procedures, independently to the Open University's [Fitness to Practise Procedure](#), however this may also be invoked in respect of those matters.

- f) The Open University may also have a legal obligation to provide certain information to the Regulatory Authority.
- g) The Open University will, where required, notify the Regulatory Authority of any matter relating to suitability or fitness to practise that is under investigation as well as the outcome of any investigation. However, The Open University will not share information regarding an investigation into fitness to practise with a Financial Sponsor (where applicable), Learning Sponsor or Placement Provider where the matter under investigation is not considered to pose an immediate risk in the circumstances, or to service users or patients.

7.2 On the completion of your Nursing qualification, The Open University will, if required and subject to ongoing confirmation of good health and good character, provide any report or reference required by the Regulatory Authority as a condition of entering practice in nursing.

7.3 If, on completion of the academic requirements, the award of a Nursing qualification is withheld, The Open University will provide any report or reference required by the Regulatory Authority in respect of that matter. This may be to transfer it directly to a third-party supplier engaged by the Regulatory Authority.

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## 8 **Withdrawing from or deferring your studies**

- 8.1 If you intend to defer or withdraw from a module before it is completed, you should discuss this with your Staff Tutor. If you have deferred a module, your Staff Tutor, in turn, will liaise with your Financial Sponsor and/or Learning Sponsor, who may be liable for any additional fees when you resume studying the module.
- 8.2 The Open University will administer any Fee Credits or Fee Refunds that are due in accordance with the [Fee Rules](#) unless you have made a specific agreement with us and your Financial Sponsor for any fee credits or fee refunds to be made directly to the Financial Sponsor.

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## Glossary of terms

### **Apprenticeship Programme Delivery Manager (APDM)**

The contact person who supports Apprentices and Employers throughout their Apprenticeship Programme. They offer support and advice on recruitment, registration and eligibility; and act as the conduit between the Employer and The Open University. They provide support to line managers/ workplace Practice Assessors and Apprentices. APDMs also review, track and respond to Apprentice progression by working with the Employer, the Apprentice and The Open University to achieve successful completion. They collect and act upon feedback from the Employer and the Apprentice to continually enhance this process.

### **Apprentice/Learner**

A Learner aged 16 or over, who is in paid employment for the duration of their apprenticeship and who has in place an Apprenticeship Agreement with their employer. The Apprentice will combine working with studying for a work-based, academic or combined qualification. They will be an Apprentice in England registered for an undergraduate qualification.

### **The Code**

This contains the professional standards of practice and behaviour for Nurses, Midwives and Nursing Associates (including Students) as published by the Regulatory Authority.

### **Employer Link**

The individual nominated by a Learning Sponsor to provide ongoing operational liaison with The Open University in respect of the delivery of the Pre-registration Nursing qualifications covered by this Supplementary Agreement.

### **Financial Sponsor**

The organisation or entity providing you with financial support, in part or in full, for your tuition fees and/ or other financial support linked to your study where this is not directly provided by your Employer or by a tuition fee loan (England only).

### **Learning Sponsor**

This is your employer and the organisation with whom you have a substantive contract of employment and who is responsible for supporting your release to undertake supernumerary practice learning and, where applicable, agreed study time in working hours; may be distinct from your 'Financial Sponsor'.

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## **Module Results Panel**

This Panel is responsible for approving recommendations for module results including monitoring, maintenance and assuring of the quality and standards of modules.

## **Nursing Qualification**

Pre-registration Degrees, Foundation Degrees, and Degree Apprenticeships offered by The Open University.

## **Placement Provider**

The organisation providing access to a practice learning environment for the purposes of Nurse education. It may include your Learning Sponsor and any third-party providers of practice placements as required to meet the competencies and outcomes of the Nursing qualification.

## **Practice Assessor**

The person who assesses and confirms the student's achievement of practice learning for a placement or a series of placements.

## **Practice Learning Opportunities**

The specific learning and development experiences required within the Practice Learning Period to gain sufficient work-based knowledge to complete the Nursing programme.

## **Practice Learning Period**

A period or periods of learning in practice, where you are formally identified as a supernumerary Student of Nursing and are not included in the workforce roster, which may take place within your place of employment or with a third-party.

## **Practice Supervisor**

The person whose role is to support and supervise Nursing and Midwifery Students/ Apprentices in the practice learning environment. All Students/ Apprentices must be supervised while learning in practice environments.

## **Practice Tutor**

The individual appointed by The Open University to provide support, guidance and quality assurance in respect of a Student's learning in practice and the Practice Assessors'/ Practice Supervisor's assessment of the Student's competence throughout the Nursing qualification.

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## Pre-Registration Nursing Programme

The umbrella term for the routes that Students/ Apprentices study to qualify as a Nurse or as a Nursing Associate when studying a Nursing Degree, Foundation Degree, or Degree Apprenticeship with The Open University.

### Regulatory Authority

The Nursing and Midwifery Council (NMC).

### Staff Tutor

The individual(s) appointed by The Open University to maintain oversight of the delivery of the Nursing qualifications at the local level, including the line management of Associate Lecturers and Practice Tutors and the maintenance of relations with the Learning Sponsor, usually via the Employer Link.

## Further clarification

Please send any information or other correspondence to The Open University electronically so we can respond to you as quickly as possible. You can also contact us by phone or post. To check the latest postal address and other contact details, or if you would like to find out more about our most up-to-date response times for receiving and sending postal correspondence to The Open University, please see [Open University offices](#).

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

### Student Support Team

The Open University

PO Box 197

Milton Keynes

MK7 6BJ

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

Phone +44 (0)300 303 5303

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## Open University Apprenticeships

The Open University  
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Milton Keynes  
MK7 6BJ

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

Email [apprenticeships@open.ac.uk](mailto:apprenticeships@open.ac.uk)

Phone +44 (0)300 303 4121

### For Apprentices studying Nursing Apprenticeship Programmes

Email: [hsc-support@open.ac.uk](mailto:hsc-support@open.ac.uk)

Telephone: 01908 541070

## The Open University in Wales

If you are resident in Wales, you can speak to a student support advisor in Welsh or English.

18 Custom House Street  
Cardiff  
CF10 1AP

Phone +44 (0)29 2047 1170

Email [wales-support@open.ac.uk](mailto:wales-support@open.ac.uk)

I siaradwyr Cymraeg

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

ffôn +44 (0)29 2047 1170 neu ebost [wales-support@open.ac.uk](mailto:wales-support@open.ac.uk)

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## **The Open University in Scotland**

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Edinburgh  
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Phone +44 (0)131 226 3851  
Email [scotland@open.ac.uk](mailto:scotland@open.ac.uk)

## **The Open University in Ireland (Northern Ireland and Republic of Ireland)**

110 Victoria Street  
Belfast  
Northern Ireland  
BT1 3GN  
Phone +44 (0)28 9032 3718  
Email [northernireland@open.ac.uk](mailto:northernireland@open.ac.uk) or [ireland@open.ac.uk](mailto:ireland@open.ac.uk)

## **For new Students from outside the UK (except Republic of Ireland)**

Phone +44 300 303 0266  
[www.openuniversity.edu](http://www.openuniversity.edu)  
Or email us from our website [www.open.ac.uk/contact](http://www.open.ac.uk/contact)

If you have any comments about this policy document and how it might be improved, please submit these to [SPR-Policy-Team@open.ac.uk](mailto:SPR-Policy-Team@open.ac.uk).

## **Alternative format of this Supplementary Agreement**

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

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# Appendix A

**Table 1: Circumstances under which Students may be considered for an extension to complete their qualification.**

Criterion	Conditions and notes	Examples of types of supporting evidence required
<p>1. Death of a close family member, partner or dependant.</p>	<p>A close family member is defined as someone on whom you were dependent (emotionally or financially) or who was dependent on you.</p>	<p>Hard copy or email notification followed by documentary evidence.</p> <p>Certified copy of death certificate (an exception may be made if the death occurred within six weeks before application).</p>
<p>2. An unforeseen prolonged incapacity of yourself or a close family member due to serious illness, accident or medical condition.</p>	<p>If you were aware before the module start date of the medical problems, the condition needs to have worsened or deteriorated since then, i.e. it could not have been anticipated at the outset of the module that the illness or condition would have adversely impacted on your study.</p>	<p>Hard copy or email notification followed by documentary evidence.</p> <p>Certificate, letter or medical statement from GP or consultant confirming the situation. (The period of the illness needs to have a bearing on the timing of the withdrawal).</p>

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Criterion	Conditions and notes	Examples of types of supporting evidence required
3. Disability	<p>The reasonable adjustments made by the University in order to comply with obligations under the Equality Act 2010 in England, Scotland and Wales; the Disability Discrimination Act 1995 for Northern Ireland; or any other statutory duty or obligation, have not enabled you to study effectively; or</p> <p>The impact of a disability on your studies has been more severe than anticipated; or</p> <p>There has been an increase in your disability/disabilities affecting your studies since the module start date.</p>	<p>Certificate, letter or medical statement from GP, consultant, non-medical helper or a support person or organisation confirming the situation.</p> <p>Corroborative evidence from University records e.g. tutor or Student Support Team (SST).</p>
4. An unforeseen prolonged incapacity of yourself due to pregnancy, maternity/paternity, or surrogacy.	<p>If you were aware of the pregnancy before the module start date, the impact on your study of the pregnancy, maternity/paternity or surrogacy must be greater than might reasonably have been anticipated.</p>	<p>Hard copy or email notification followed by documentary evidence.</p> <p>Certificate, letter or medical statement from a health professional, e.g. a GP, consultant, or midwife confirming the situation.</p>
5. An unforeseen prolonged incapacity of yourself due to adoption.	<p>If you were aware of the adoption before the module start date, the impact on your study of the adoption process or caring responsibilities must be greater than might reasonably have been anticipated.</p>	<p>Supporting evidence e.g. report from social services, adoption agency, or a certificate, letter or medical statement from GP or consultant confirming the situation.</p>

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Criterion	Conditions and notes	Examples of types of supporting evidence required
6. An unforeseen prolonged incapacity of yourself due to gender reassignment	If you had undertaken gender reassignment before the module start date or by then you were aware of the arrangements to do so after that date, the impact on your study must be greater than might reasonably have been anticipated.	Hard copy or email notification followed by documentary evidence.  Certificate, letter or medical statement from GP or consultant confirming the situation.
7. An unforeseen change in employment circumstances with the effect that it is not reasonably possible to continue to study due to the extreme nature of the work, poor communications or the absence of study facilities.	Other than in the case of a posting of a member of the British armed forces, circumstances which may occur in the course of normal working life such as change of job, relocation, an increased workload or reasonable travel requirements will not be considered.	Hard copy or email notification followed by documentary evidence, e.g. letter or email from your employer or commanding officer.
8. Maladministration on the part of the University.	Action or inaction which could be classed as maladministration on the part of the University and which has affected your academic progress. This does not extend to circumstances that are beyond the control of the University.	Any relevant evidence to support your application e.g. record of Student contact.

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Criterion	Conditions and notes	Examples of types of supporting evidence required
9. Other exceptional circumstances of a serious nature beyond your control.	Circumstances beyond your control that significantly reduced the time available for study over a sustained period.	Supporting evidence e.g. report from emergency services, social services, police or counsellor, or household insurance documentation.
10. An unforeseen change in caring responsibilities	If your caring responsibilities were in place before your module start date, the impact on your study must be greater than might have reasonably been anticipated.	Hard copy or email notification followed by documentary evidence, e.g. letter or medical statement from GP, consultant, non-medical helper or a support person or organisation confirming the situation.

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