

Conditions of Registration 2017/18

Supplementary Agreement (Nursing)

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1 Introduction

- 1.1 This document sets out the additional terms of the agreement that you are making with The Open University (OU) relating to your study towards a Nursing Degree. It is the Supplementary Agreement referred to in the [Conditions of Registration](#) 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 Degree you are agreeing to these terms.
- 1.2 This Agreement applies to all students who are registered for a Nursing Degree with the OU. This Agreement is effective from the date you registered for your Nursing Degree and will continue to apply until you have either completed your qualification or your registration has lapsed or been cancelled, whichever occurs first.

2 Definitions used in this Agreement

Nursing Degree

means the BSc (Honours) Adult Nursing or the BSc (Honours) Mental Health Nursing (as applicable to your study intentions)

Regulatory Authority

is the Nursing and Midwifery Council (NMC)

Learning Sponsor

is your employer and the organisation with whom you have a substantive contract of employment and which 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'

Financial Sponsor

(where applicable) is 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)

Placement Provider

is the entity providing access to a practice learning environment for the purposes of nurse education, including your Learning Sponsor and any third-party providers of practice placements as required to meet the competencies and outcomes of the Nursing Degree

Practice Learning Period

refers to a period or periods of learning in practice, where you are formally identified as a supernumerary student of nursing and not included in the workforce roster, which may take place within your place of employment or with a third party

Mentor

the individual(s), appointed by the Learning Sponsor to provide supervision of practice learning and assess relevant learning outcomes, who must be appropriately qualified through completion of an NMC-approved mentor preparation programme, be up to date

in respect of annual updates and triennial reviews and be listed on a live mentor register

Practice Tutor

the individual appointed by the OU to provide support, guidance and quality assurance in respect of a student's learning in practice and the Mentor's assessment of the student's competence throughout the Nursing Degree

Employer Link

the individual nominated by a Learning Sponsor to provide ongoing operational liaison with the OU in respect of the delivery of the Nursing Degree

Staff Tutor / Education Manager

the individual(s) appointed by the OU to maintain oversight of the delivery of the Nursing Degree 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

The Code

the professional standards of practice and behaviour for nurses and midwives (including students) as published by the Regulatory Authority

3 Summary of the main terms of the Agreement

- 3.1 This section sets out a brief summary of the supplementary terms of your agreement to study a Nursing Degree with the OU.
- a. You are agreeing to comply with and abide by the professional standards set by the Regulatory Authority.
 - b. You are agreeing to remain in employment and have continual support from your Learning Sponsor for the duration of your study towards completion of the Nursing Degree.
 - c. You are agreeing to comply with the legal requirements of your Learning Sponsor, Financial Sponsor (where applicable) and Placement Provider, as set out in their respective policies and procedures.
 - d. In order to obtain your Nursing Degree you must 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.
 - e. You agree to notify the OU, your Learning Sponsor and Financial Sponsor, as soon as possible, of any concerns you have of not meeting such requirements.
 - f. You understand that the OU may suspend or terminate your registration or deny the award of the Nursing Degree if the terms set out in this agreement are not met.
 - g. You agree that the OU, your Learning Sponsor, your Financial Sponsor and any Placement Provider may share 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 OU [Data Protection Policy](#).

4 Professional Standards and Fitness to Practise Procedures

- 4.1 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 Degree, you may be referred under the OU [Fitness to Practise \(FtP\)](#) procedure which may result in:
 - conditions being applied for you to continue to study for a Nursing Degree;
 - suspension from study for a Nursing Degree;
 - termination of registration for a Nursing Degree;
 - the withholding of the award of a Nursing Degree.
 - b. You agree to notify the OU 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 or Education Manager in your area. The Employer Link at your organisation will be able to provide contact details as necessary.
- 4.2 In order to be eligible for the award of Nursing Degree 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.
- 4.3 Notwithstanding that you may have been awarded module credit which satisfies the academic and practice learning requirements of the Nursing Degree, a declaration to the Regulator of your good health and character may be withheld on the recommendation of an FtP panel if it has been determined that you have failed to meet the required professional standards in respect of matters which have occurred prior to your registration with the Regulator. This would mean that you would not be able to register, and therefore practise, as a nurse regardless of the award of the degree.
- 4.4 If a Nursing Degree has been conferred and any matters occurring before the conferment of the qualification subsequently come to light that, in the opinion of an FtP panel, ought to have been declared and, if so, would have resulted in the withholding of the Nursing Degree, the matter shall be referred to the Central Disciplinary Committee of the OU who shall have the power to withdraw the Nursing Degree.
- 4.5 If the Nursing Degree is not awarded you may be offered an alternative OU qualification for which you have met the credit requirements.

5 Practice Learning Periods

- 5.1 When you register for a Nursing Degree with the OU, you agree to:
- a. Cooperate with your Learning Sponsor to facilitate your participation in sufficient appropriate Practice Learning Periods to enable you to meet the learning outcomes of the Nursing Degree.
 - b. Cooperate with your Learning Sponsor or Placement Provider and meet any reasonable requirements to maintain the reputation of the Placement Provider and for compliance 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 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 Degree.
- 5.2 Whilst undertaking practice learning you are required to cooperate with the Mentor allocated by your practice Placement Provider in order that the Mentor can:
- a. Carry out observations and supervised practice, and offer regular feedback to you throughout the Practice Learning Periods;
 - b. Carry out such assessment responsibilities as the Pre-registration Nursing Programme requires; and
 - c. Participate in planning, monitoring and review meetings with you and your Practice Tutor.
- 5.3 In the event that you are in breach of the clauses outlined in paragraphs 5.1 and 5.2, so that in the reasonable opinion of your Learning Sponsor and OU Staff Tutor / Education Manager it is not reasonably practicable for you to complete a Practice Learning Period, neither your Learning Sponsor, Placement Provider nor the OU shall be under any obligation 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 FtP procedure.
- 5.4 If the Learning Sponsor does not allow you sufficient time for Practice Learning Periods as set out in the module materials to enable you to complete any module, the OU will endeavour to extend the study period for you to allow the Learning Sponsor to provide practice learning opportunities. The Learning Sponsor or, where applicable, Financial Sponsor will be liable for any additional costs that may be incurred as a result of such extension; or to provide you with advice and support to enable you to find an alternative Learning Sponsor and/or Practice Learning Periods.
- 5.5 If you are permitted to enrol for a module that falls in the next stage of the Nursing Degree before you have completed the final module in your current stage, you will be required to complete your current stage module, to include having received results, within 12 weeks of the start of your next-stage module.
- 5.6 If you do not complete the preceding module, you may be deregistered from the new module, in which case you may not re-enrol until you have completed the outstanding module.

6 Termination of Employment and / or Sponsorship

- 6.1 If you leave your employment then your Learning Sponsor's obligations as set out in this Agreement, will cease at that point. In order to remain registered for the Nursing Degree, it will be your responsibility to find a suitable alternative Learning Sponsor in order to complete any further practice learning required and to complete the Nursing Degree within the specified time limit.
- 6.2 If you are financially supported (England only), in respect of tuition fees and / or any other financial support and your Financial sponsorship is withdrawn for any reason, it will be your responsibility to ensure that you continue to meet your liabilities in respect of tuition fees, or else be withdrawn from the programme. This may include securing new Financial sponsorship or through the use of student loans, for instance.

- 6.3 Should you become aware of any potential change to your employment that may affect your ongoing relationship with your Learning Sponsor and / or your Financial Sponsor, you must notify the OU at the earliest opportunity in order that alternative arrangements may be considered.
- 6.3 If you are sponsored in respect of your tuition fees and leave your employment where your Financial Sponsor is some entity other than your Learning Sponsor 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 in order to allow you to continue with your Nursing Degree, so long as the new employer can provide the appropriate practice learning experiences and Mentors to meet the qualification requirements.
- 6.4 In the event of termination of the OU's collaboration agreement with your Learning Sponsor for whatsoever reason the OU will take reasonable steps to enable you to finish the programme including completing all necessary modules and carrying out all necessary Practice Learning Periods.
- 6.5 You must complete your Nursing Degree within seven years unless you are given an extension at the discretion of the Board of Studies for Health, Wellbeing and Social Care, said Board being the appropriate decision-making body within the governance structure of the Faculty of Wellbeing, Education and Language Studies at the OU. Applications for an extension may be considered where you have been unable to study through reasons beyond your control (see Appendix A). Other circumstances under which permission may be granted for an extension are:
- if you are suspended under FtP procedures and subsequently reinstated;
 - if you lose your job through no fault of your own, and are unable to find immediate replacement.
- 6.6 If for any reason you are unable to complete the practice learning hours for a module, upon your return to study, and as a minimum, you will be required to complete the final Practice Learning Period of the stage of the programme from which your studies were interrupted. You may request to have practice hours that you have completed during the module carried forward for those Practice Learning Periods that you have completed in full.
- 6.7 To complete your OU Nursing Degree, you are required to study at least every other year, or take an approved study break as set out in the [Deferrals, Withdrawals and Cancellation Policy](#). If you fail to do so, you will be deregistered from your Nursing Degree.
- 6.8 If your contract with your Learning Sponsor is terminated you will be deregistered from the Nursing Degree, if you are unable to find a replacement Learning Sponsor to complete modules incorporating the required periods of practice learning for the relevant stage of the Nursing Degree you are studying within 2 years of your last period of practice learning. 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.

7 Termination of Registration

- 7.1 Your registration for the Nursing Degree may be cancelled in the circumstances set out in the [Conditions of Registration](#). In particular you are required to:
- remain in employment;
 - undertake practice learning with your Learning Sponsor or an agreed Placement Provider;
 - maintain the standards of the Regulatory Authority with respect to your health, competence and standards of behaviour.
- 7.2 If you fail a module (this includes the failure of any examination resit or resubmission of an end-of-module assessment or portfolio), it is at your Financial Sponsor's (where applicable) and / or your Learning Sponsor's discretion whether they continue to support you with the Nursing Degree programme.
- 7.3 If support is withdrawn the OU will cancel your registration for the Nursing Degree, but will reinstate that registration 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.
- 7.4 You are required to find a replacement Financial Sponsor (or in England only, make suitable alternative arrangements for the payment of tuition fees) and / or Learning Sponsor in order to continue with the programme; you may however, 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.

8 Information sharing and data protection

- 8.1 By entering into this Supplementary Agreement, you expressly agree that:
- a. The OU, your Learning Sponsor, your Financial Sponsor and any Placement Provider may share information about your health, disability, academic performance and professional standards so far as it relates to your study for a Nursing Degree. In particular there is a duty to share information about issues relating to your conduct which might affect your professional suitability or fitness to practise and your continued participation in any practice learning environment.
 - b. The OU, your Learning Sponsor, your Financial Sponsor and any Placement Provider will keep secure any information shared among them; they will process it only in accordance with their Data Protection Policy and they will not communicate such data to any third parties other than to the Regulatory Authority if required to do so.
 - c. The OU may consider any such concern through its Fitness to Practise Procedure and that 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 OU.
 - d. Your Financial Sponsor (where applicable), your Learning Sponsor or any Placement Provider may notify the OU of any matter which might give rise to any concern about your ability to meet the professional standards of the Regulatory Authority.

- e. The OU, your Learning Sponsor, your Financial Sponsor (where applicable) and any Placement Provider may share information and evidence about matters relating to your conduct which 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 matters under their own procedures notwithstanding that the OU Fitness to Practise Procedure may also be invoked in respect of those matters.
 - f. The OU will, if required to do so, notify the Regulatory Authority of any matter relating to suitability or fitness to practise that is under investigation and the outcome of any investigation. However, the OU 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.
- 8.2 On the completion of your Nursing Degree the OU will, if required to do so 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.
- 8.3 If, on completion of the academic requirements, the award of a Nursing Degree is being withheld, the OU will provide any report or reference required by the Regulatory Authority in respect of that matter.

9 Withdrawing from your studies

- 9.1 If you intend to defer or withdraw from a module before it is completed, you should discuss this with your Staff Tutor or Education Manager. Your Staff Tutor or Education Manager, in turn, will need to liaise with your Financial Sponsor and / or Learning Sponsor, who may be liable for any additional fees when you resume studying the module.
- 9.2 The OU 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.

References

NMC, 2015 *The Code: Professional standards of practice and behaviour for nurses and midwives*, NMC [available online]
<https://www.gov.uk/government/publications/apprenticeship-standard-nuclear-health-physics-monitor-standard>

Appendix A

Circumstances under which students may be considered for an extension to complete their qualification.

Criterion	Conditions and notes	Supporting evidence required
1. Death of a close family member, partner or dependant.	A close family member is defined as someone on whom you are dependent (emotionally or financially) or who was dependent on you.	Hard copy or email notification followed by documentary evidence. Certified copy of death certificate (an exception may be made if the death occurred within six weeks before application).
2. An unforeseen prolonged incapacity of yourself or a close family member due to serious illness, accident or medical condition	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.	Hard copy or email notification followed by documentary evidence. 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).
3. Disability	The reasonable adjustments made by the University, have not enabled you to study effectively; or The impact of a disability on your studies has been more severe than anticipated; or There has been an increase in your disability/disabilities affecting your studies since the module start date.	Corroborative evidence from University records e.g. tutor or Student Support Team (SST) Certificate, letter or medical statement from GP, consultant, non-medical helper or a support person or organisation confirming the situation.
4. An unforeseen prolonged incapacity of yourself due to pregnancy or maternity/paternity	If you were aware of the pregnancy before the module start date, the impact on your study of the pregnancy or maternity/paternity 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.

Criterion	Conditions and notes	Supporting evidence required
5. 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.
6. 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.
7. 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.
8. 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.

Conditions of Registration 2017/18

Supplementary Agreement (Nursing)

Summary of changes

March 2017

1. Miscellaneous changes to make terms or information clearer, amend typos and to update cross references and contact details.
2. Updated definitions and use of terms: 'Employer' to 'Learning Sponsor', and 'Sponsor' to 'Financial Sponsor' to reflect changes to programme funding which mean that the employers may, in certain circumstances, not necessarily be the financial sponsor for students who self-fund through tuition fee loans, but would still remain a 'sponsor of learning' for these students.
3. Definition of Placement Provider amended to include the Learning Sponsor or potential third-party providers of practice placements.
4. Additional definitions included for the terms: Practice Tutor, Employer Link; Staff/Education Manager and The Code.
5. Paragraph 4.1 b extended to clarify methods of notification.
6. Paragraphs 4.2 and 4.3 amended to reflect the change in oversight from Examinations Award Board to Module Results Panel.
7. Paragraph 5.3 amended to clarify that in the stated circumstances a student will be deemed to have failed their module.
8. Paragraph 5.5 amended to include that students should have received their results with 12 weeks of the start of their next stage module.
9. A new paragraph inserted at 6.2: If you are financially supported (England only), in respect of tuition fees and / or any other financial support and your Financial sponsorship is withdrawn for any reason, it will be your responsibility to ensure that you continue to meet your liabilities in respect of tuition fees, or else be withdrawn from the programme. This may include securing new Financial sponsorship or through the use of student loans, for instance.
10. Paragraph 6.5 amended to clarify that the Board of Studies for Health, Wellbeing and Social Care is the appropriate decision-making body within the governance structure of the Faculty of Wellbeing, Education and Language Studies.
11. Paragraph 8.2 extended to include that the report is subject to ongoing confirmation of good health and good character.
12. New paragraph inserted at 9.2 to state that the OU 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.