



# Terms and Conditions (Microcredentials delivered on FutureLearn):

## Postgraduate Certificate of Academic Practice

2024/25

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## Alternative format of these Terms and Conditions

If you require this document in an alternative format, please contact us via

<http://www.open.ac.uk/contact/>.

## Summary of Conditions

These Terms and Conditions apply to Postgraduate Certificate in Academic Practice (PGCAP) Learners registering for an Open University PGCAP Microcredential that is studied on the FutureLearn platform and accessed via the [FutureLearn website](#).

These Terms and Conditions set out the terms of the agreement between you, the Learner and The Open University. They also refer to policies, guidance documents and codes of practice listed in [Related Documentation](#). Together, these documents set out the details of your rights and obligations as a Learner of The Open University studying a PGCAP Microcredential.

## Scope

These Terms and Conditions must be read together with the '[Additional Agreement for Postgraduate Certificate of Academic Practice](#)'. These Terms and Conditions apply to Microcredential Learners who register for an Open University Postgraduate Certificate in Academic Practice (PGCAP) Microcredential as part of the PGCAP programme, studied on the FutureLearn platform, where Microcredential start dates are from August 2024. These Terms and Conditions, together with the '[Additional Agreement for Postgraduate Certificate of Academic Practice](#)' set out the terms of the agreement between you and The Open University, including your rights and obligations as a PGCAP Microcredential Learner.

These Terms and Conditions together with the '[Additional Agreement for Postgraduate Certificate of Academic Practice](#)' 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.

Please note: The main Terms and Conditions (Microcredentials delivered on FutureLearn) located on the [Open University Student and Policy Regulations website](#) are not applicable to you as a PGCAP Microcredential Learner.

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## What these Terms and Conditions do not cover

These Terms and Conditions do not apply to the following:

- a) Those studying a Microcredential that is not part of the PGCAP programme.
- b) Those studying free courses on OpenLearn.
- c) Those studying other FutureLearn courses, including ExpertTracks.
- d) Those studying a PGCAP Microcredential course on FutureLearn before April 2022, who should refer to the [Terms and Conditions applicable to their Microcredential registration](#).
- e) Those studying Open University undergraduate and taught postgraduate modules and qualifications, who should refer to the [Conditions of Registration](#).
- f) Postgraduate Research Students (PGR programmes), who should refer to the [Conditions of Registration for Postgraduate Research Students](#).
- g) Those studying non-credit bearing Open University Short Courses who should refer to the [Conditions of Registration \(Short Courses\)](#).
- h) Those studying through an Apprenticeship Programme with The Open University who should refer to the [Conditions of Registration \(Apprentices\)](#).
- i) Those studying a Vocational Qualification who should refer to the [Conditions of Registration \(Vocational Qualifications\)](#).

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# Introduction

## About these Terms and Conditions

These Conditions relate to PGCAP Microcredentials created by The Open University and studied on the FutureLearn platform, which is accessed via the [FutureLearn website](#).

These Terms and Conditions together with the '[Additional Agreement for Postgraduate Certificate of Academic Practice](#)' apply to registration for an Open University Postgraduate Certificate of Academic Practice (PGCAP) Microcredential, delivered on the FutureLearn platform. The Terms and Conditions set out the terms of the agreement between you and The Open University, and refer to policies, guidance documents and codes of practice listed in [Related Documentation](#). These documents set out the details of your rights and obligations as a Learner of The Open University studying a PGCAP Microcredential, and you are entering into a legal agreement. As part of your agreement to use the FutureLearn platform, you will also be asked to agree to [FutureLearn's Terms and Conditions](#) and associated policies.

For the purposes of these Terms and Conditions, you will be referred to as a 'PGCAP Microcredential Learner'. For the purposes of other associated Open University policies, you may also be referred to as a Student of The Open University.

You should make sure that you understand what is expected of you and what you can expect from us. If there is anything in these Terms and Conditions, or in any of the documents that are referred to, that you do not understand or that you wish to discuss, please [contact The Open University](#) before you complete your Registration.

If you would prefer to register in Welsh onto a Microcredential, please contact us using the form provided on [The Open University website](#).

If you wish to communicate in Welsh, please contact [The Open University](#) who will arrange for you to talk with a Welsh speaking adviser in The Open University in Wales, or telephone (029) 2047 1170.

If you have queries regarding the study of your Microcredential or qualification, please contact [PGCAP@open.ac.uk](mailto:PGCAP@open.ac.uk).

You should also carefully check that the details of your Registration onto your Microcredential are correct and up to date. Should any details be incorrect, please contact [FutureLearn](#).

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## Related Documentation

As a PGCAP Microcredentialed Learner, you are asked to refer to the following documentation in conjunction with this document.

### Documents that govern your study:

- [Academic Conduct Policy](#)
- [Code of Practice for Student Assessment \(Microcredentials\)](#)
- [Code of Practice for Student Discipline](#)
- [Fitness to Study](#)
- [Student Complaints and Appeals Procedure](#)
- [Terms and Conditions: Additional Agreement for Postgraduate Certificate of Academic Practice](#)

### Information and guidance:

- [Deferral Policy \(Microcredentials delivered on FutureLearn\)](#)
- [Policy for the admission of applicants under the age of 18](#)
- [Safeguarding Policy – Protecting children and vulnerable adults](#)
- [Social Media Policy](#)
- [Student Privacy Notice](#)

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## The Open University Student Charter Values

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

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## Section A: Your agreement to register as a Microcredential Learner

### A1. The terms of the agreement

A1.1 Please see A1.1 within the [Additional Agreement for Postgraduate Certificate of Academic Practice](#) for this clause.

- a) These Terms and Conditions incorporate and are subject to the regulations, policies and procedures which are made under the Charter and Statutes of The Open University and which are referred to in this document. Together, they set out the rights and responsibilities of both parties which will apply while you are a registered PGCAP Microcredential Learner.
- b) If you will be under the age of 18 on the start date of any Microcredential for which you are registering, your application to Register as a PGCAP Microcredential Learner with The Open University will be subject to:
  - i. you meeting the requirements for, and being permitted to study in accordance with, the [Policy for the admission of applicants under the age of 18](#); and
  - ii. any specific arrangements in connection with the proposed study which were taken into account in giving permission to study; and to any additional terms or conditions required under [Section A3 \(Additional conditions to comply with statutory responsibilities\)](#) below; and
  - iii. you reading and understanding the [Safeguarding Policy](#).
- c) Before registering with The Open University, you are required to agree to [FutureLearn's Terms and Conditions](#) and associated policies.

A1.2 If, at any time, any Open University or FutureLearn employees or agents have said (verbally or in writing) anything inconsistent with these Terms and Conditions, these Terms and Conditions will take priority, unless formally agreed in writing by The Open University.

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A1.3 These Terms and Conditions, your Registration, and The Open University 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.

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## **A2. Additional conditions for disclosure of legal restrictions and conditions**

- A2.1 PGCAP Microcredential Learners who have an unspent criminal conviction in a relevant area (as listed within [Appendix Ap1.3](#)), are required to disclose this unspent conviction to The Open University after they have completed their PGCAP Microcredential course registration, but before commencing study. If you are unsure whether your criminal conviction is spent, and therefore whether you need to disclose it, you can check using the [conviction caution tool on the Gov.uk website](#).
- A2.2 Failure to disclose information regarding relevant unspent criminal convictions or licenced conditions or restrictions that you are currently subject to, or become subject to during the course of your studies, may involve an investigation and may be deemed a disciplinary offence in line with these Terms and Conditions (see [Section G: Discipline and Academic Conduct](#); and [Appendix Ap2.1: Failure to disclose legal restrictions and conditions](#)), and the [Code of Practice for Student Discipline](#) (see Sections 2.4.4c and 2.4.5a). Any failure to disclose may therefore have an impact on your continued study with The Open University (see [Section C3: The Open University's right to cancel your registration or enrolment](#)).
- A2.3 Disclosure of an unspent conviction will not result in an automatic cancellation of registration or exclusion from The Open University, however this may mean that we are unable to accommodate your study, or that we need to place specific conditions or restrictions on study, for example exclusion from University in-person events and/or online learning activities. The nature of the offence and all relevant information pertaining to the conviction will be considered to determine whether The Open University considers there to be any risk of harm to the wider learning community and/or make adjustments to the course of study that mitigate risks for the Learner and The Open University and FutureLearn communities. This assessment will be undertaken in accordance with The Open University's [Disclosure Framework](#).

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- A2.4 PGCAP Microcredential Learners who are currently, or become, subject to a His 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 of any conditions which may prevent them from fully engaging with their course and the wider University community immediately following completion of their PGCAP Microcredential course registration with FutureLearn (but prior to commencing study) or at the point of becoming subject to licenced conditions/restrictions. This includes those who are subject to Sex Offender Registration and Sexual Harm Prevention Orders (in the United Kingdom; or equivalent Orders for outside of the United Kingdom). Any disclosure of licensed conditions or restrictions will be managed in line with The Open University’s [Disclosure Framework](#) which helps us to support Learners in complying with any conditions while studying with The Open University, and also fulfil our safeguarding obligations.
- A2.5 For further guidance on disclosures please refer to the [Appendix](#), or contact the [Disclosures Team](#).

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

- A3.1 The Open University may impose conditions or vary the terms on your study and/or your access to services and learning activities. Action may be taken if, in the opinion of The Open University, it is reasonably necessary to do so to comply with its duties to protect the health and safety of Students, Learners, staff, contractors and members of the public.
- A3.2 Conditions may be imposed, or terms may be varied, by The Open University to meet its duties with respect to the safeguarding of young persons or vulnerable/ protected adults or to comply with its obligations under the Equality Act 2010 in England, Scotland and Wales; Section 75 of the Northern Ireland Act 1988 for Northern Ireland; or any other statutory duty or obligation.

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- A3.3 In order to fulfil The Open University’s Safeguarding duty (in line with the [Safeguarding Policy](#) and [Clause 14](#)), Open University and FutureLearn 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 [Clause 15](#)), Open University and FutureLearn employees, Students, Learners, or agents have a statutory obligation to report concerns that an Open University staff member, Student or Learner is at risk of being drawn into terrorism to The Open University Prevent team for investigation.

## Section B: Registering for and studying a Microcredential

### B1. Registration

- B1.1 Please see B1.1 within the [Additional Agreement for Postgraduate Certificate of Academic Practice](#) for this clause.
- B1.2 Please see B1.2 within the [Additional Agreement for Postgraduate Certificate of Academic Practice](#) for this clause.
- B1.3 The Open University is only able to sponsor a Student visa for Postgraduate Research Degree Students. This means that The Open University is unable to sponsor your student visa if you register to study a PGCAP Microcredential.

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## **B1.4 Signing in from outside of the UK**

- B1.4.1 The following Condition only applies to individuals planning to study a Microcredential with The Open University when resident (temporarily or permanently) outside of the UK and Ireland. You may be required to access Open University digital services to support your study of your Microcredential. In the majority of cases, the ability to sign in to use the digital services available to you will be fully accessible. However, in a small number of geographical locations (please see [Signing in from outside of the UK: for Microcredential Learners](#)), access may be restricted or may not be permissible without use of a VPN (Virtual Private Network). If you are planning on studying a Microcredential with The Open University from outside the UK and Ireland, please see [Signing in from outside of the UK: for Micro credential Learners](#) for information on current restrictions. If you are unsure how this will affect you or you would like to seek advice, please contact [The Open University](#).
- B1.4.2 The Open University is not responsible for which VPN provider you opt to use to sign into Open University digital services. It is your responsibility to ensure the VPN provider you use is compatible with the location you are in or intend to travel to. It is also your responsibility to ensure you are aware of any legal requirements or restrictions in the location you choose to study in when using VPN to access your studies.
- B1.4.3 **Clause does not apply.**
- B1.4.4 If there are VPN providers available in your place of residency (albeit with a limited service), it is your responsibility to ensure that you make use of these VPN providers when studying. If you are unsure how this will affect your studies, please contact [The Open University](#).
- B1.4.5 **Clause does not apply.**
- B1.4.6 If you are travelling and choose to study in another location, it is your responsibility to ensure you can access your study materials online by arranging to have access via a suitable VPN provider. If you are unsure how this will affect your studies, please contact [The Open University](#).

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## **B2. Course content and learning activities**

- B2.1 Please see B2.1 within the [Additional Agreement for Postgraduate Certificate of Academic Practice](#) for this clause.
- B2.2 To be eligible to achieve credit on a Microcredential, you agree to submit assessments (if applicable) at the time and in the manner specified. You will be awarded academic credit upon successfully passing those required assessments.
- B2.3 As a PGCAP Microcredential learner studying a PGCAP Microcredential delivered on the FutureLearn platform, you are not required to access Open University systems and services to successfully complete and achieve academic credit on an Open University Microcredential, unless prompted to do so in the course content on FutureLearn. Therefore, certain Open University systems and services (and their associated support) will not be available to you as a PGCAP Microcredential Learner.
- B2.4 As an Open University PGCAP Microcredential Learner, you agree only to access the services that you are prompted to use through your course content on the FutureLearn platform.
- B2.5 The Open University does not provide Careers and Employability support for PGCAP Microcredential Learners.

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## **B3. Assessment**

- B3.1 The Open University's [Code of Practice for Student Assessment \(Microcredentials\)](#) will apply to the assessment of each Microcredential. The Open University will apply their academic judgment to determine the extent (if applicable) to which the learning outcomes of the Microcredential(s) have been met.
- B3.2 PGCAP Microcredential Learners living in Wales have the right to submit written work in Welsh. Your work, whether written in Welsh or English, will be treated no less favourably.

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## **B4. Counting credit towards a qualification**

- B4.1 If you are awarded credit for a Microcredential, you may be able to count that credit towards an Open University qualification. Only a limited number of Open University qualifications include Microcredential credit as part of their credit requirements. The specific qualification regulations for each Open University qualification will specify the validity of any Microcredential credit approved as part of that qualification.
- B4.2 The Open University will provide you with the opportunity to register for modules and Microcredentials which may be counted towards specific qualifications. Subject to the time limits and regulations in place and the [Academic Regulations \(Taught Courses\)](#), you may count both credit awarded for completed modules and Microcredentials together, which will enable you to achieve the qualification.
- B4.3 If Clause B4.1 applies, you may concurrently hold the status of an Open University Student, as registered onto the [Conditions of Registration \(Taught Courses\)](#) and [Academic Regulations \(Taught Courses\)](#), as well as a Microcredential Learner.
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## **B5. Telling us about a disability**

If you have told us that you have a disability that might affect your studies or assessment, you must provide us with any further information we ask of you, so that we understand what reasonable adjustments may be required 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.

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## **B6. Deferring your Microcredential**

If you are unable to submit your assessment on time and/or are unable to continue with your Microcredential, you must contact the [FutureLearn Support Team](#) and formally request a deferral, following the rules within the [Deferral Policy \(Microcredentials delivered on FutureLearn\)](#).

- B6.1 Please see B6.1 within the [Additional Agreement for Postgraduate Certificate of Academic Practice](#) for this clause.**

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## **B7. PGCAP Microcredential Learner details**

**B7.1** Please see B7.1 within the [Additional Agreement for Postgraduate Certificate of Academic Practice](#) for this clause.

**B7.2** Please see B7.2 within the [Additional Agreement for Postgraduate Certificate of Academic Practice](#) for this clause.

## **Section C: Ending your Registration**

### **C1. Cancelling your Registration**

Clauses C1.1-C1.4 of the main Terms and Conditions (Microcredentials delivered on FutureLearn) located on The Open University Policy and Regulations website do not apply to you as a PGCAP Learner and are therefore removed from this document.

**C1.5** Please see C1.5 within the [Additional Agreement for Postgraduate Certificate of Academic Practice](#) for this clause.

**C1.6** Please see C1.6 within the [Additional Agreement for Postgraduate Certificate of Academic Practice](#) for this clause.

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### **C2. Consequences of cancellation**

**C2.1** If you cancel your Microcredential, you will no longer have access to the course content and learning activities, and you will not be able to participate in any learning or assessment activities.

**C2.2** If you have registered to study more than one Microcredential and you have not cancelled all of the Microcredentials for which you are registered, you will still be able to study those Microcredentials you remain registered for.

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

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

- a) we find that you have given us information which is false or misleading, or you do not keep your Personal Information up to date as set out in [Section E \(“Your Personal Information”\)](#);
- b) you have not complied with a requirement of the conditions of your registration (for example, you have not returned the requested evidence or the evidence you returned did not successfully meet the specified entry requirements);
- c) **Clause does not apply;**
- d) you break any of the conditions set out in this Terms and Conditions document or the [Additional Terms](#) (and any of the other rules and regulations referred to in it);
- e) you are excluded from study by The Open University as a result of a breach of the [Code of Practice for Student Discipline](#) or any breach of restrictions placed on your access to study; or following a Fitness to Study Stage 3 Case Conference Panel in accordance with the [Fitness to Study Policy](#);
- f) **Please see C3.1 within the [Additional Agreement for Postgraduate Certificate of Academic Practice](#) for this clause.**
- g) you fail to disclose any legal restrictions or conditions under [Section A2](#) where these are relevant and unspent, in line with the [Code of Practice for Student Discipline](#) (Sections 2.4.4c, 3.5 and 3.6.1).
- h) **Please see C3.1 within the [Additional Agreement for Postgraduate Certificate of Academic Practice](#) for this clause.**
- i) **Please see C3.1 within the [Additional Agreement for Postgraduate Certificate of Academic Practice](#) for this clause.**

Please note that The Open University may also seek prosecution if you have supplied fraudulent information or have carried out a fraudulent action.

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C3.2 If The Open University cancels your Registration for a Microcredential, you will no longer have access to the course content and learning activities, and you may not participate in any learning or assessment activities after the date of cancellation.

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## **C4. Our Right to make changes**

C4.1 The following paragraphs outline the circumstances in which The Open University may make changes to these terms or to our educational services.

### **C4.2 Circumstances outside our control**

The Open University will take all reasonable steps to provide the educational services that you have registered to receive. There may be circumstances outside our control where we are unable to provide those services in full or in part for reasons such as fire, flood, pandemic, terrorist acts, war, or industrial disputes. Where those, or similar circumstances arise, we will minimise disruption so far as we are reasonably able to and, wherever practicable, will provide you with reasonable alternative arrangements to continue with your studies.

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

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### **C4.3 Maintenance of academic standards**

C4.3.1 The Open University may suspend or cancel Registrations for a Microcredential where it is unable to guarantee academic standards at the start date of the Microcredential:

- i. in the case of the first presentation of a Microcredential, where notice has been given during Registration that the Microcredential is under development or subject to accreditation or validation, and The Open University is unable to guarantee that the appropriate academic standards will be met or that any relevant accreditation or validation will be secured by the time the Microcredential starts; or
- ii. there has been an unforeseen development in the subject area, teaching or assessment methods since Registration opened for that academic year that requires significant change to maintain the currency or academic standards of the Microcredential or the academic reputation of The Open University, that The Open University is not reasonably able to make before it starts; or
- iii. there has been an unforeseen withdrawal of accreditation or validation for a Microcredential since registration opened for that academic year that The Open University is unable to resolve before the Microcredential starts; or
- iv. in the first course run of a Microcredential, where notice has been given during registration that the Microcredential is subject to external assessor inspection, and as a result satisfactory assessment will not be secured by the time the Microcredential starts.

C4.3.2 The Open University will make all reasonable efforts to inform you of any such changes as early as possible and to provide reasonable alternative arrangements wherever practicable to do so.

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## **C4.4 Short-term changes to learning, teaching and assessment arrangements**

C4.4.1 The Open University may have to postpone, re-structure or cancel learning activities, and other teaching sessions or assessments due to the occurrence of an event or circumstance beyond its reasonable control including, but not limited to, industrial action, whether on the part of the University's staff or otherwise, short notice absence of teaching or other staff, or short notice unavailability of premises, facilities, platform, 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.

If The Open University is impacted by industrial action, we will seek to mitigate any impact as outlined in sub-section C4.2

## **C4.5 Changes to Microcredentials**

C4.5.1 The Open University will not normally make changes to a Microcredential once a Learner has been registered.

C4.5.2 A change to a PGCAP Microcredential on which you are registered will normally only be made if the change is required immediately to correct a significant error or omission, as the result of a legal or regulatory requirement or in order to meet the requirements of a validating or accrediting body.

C4.5.3 Where a change is made to a Microcredential on which you are registered, you will be given as much notice as possible of the change and, if there is any detriment to you as a result of the change, you will be given the opportunity to withdraw from that Microcredential without penalty.

C4.5.4 Microcredentials on which PGCAP Microcredential Learners are not yet registered may be changed or withdrawn at short notice.

## **Section D: Agreement to pay fees**

Section D does not apply.

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## Section E: Your personal information

- E1.1 Please see E1.1 within the [Additional Agreement for Postgraduate Certificate of Academic Practice](#) for this clause.
- E1.2 When you register to study with The Open University, the personal information that you have supplied or that has been created as a result of your study will be used and processed in accordance with the [Student Privacy Notice](#) and retained according to our [Retention Policy](#).
- E1.3 Please see E3.1 within the [Additional Agreement for Postgraduate Certificate of Academic Practice](#) for this clause.
- E1.4 You should contact [The Open University](#) for details of how you may change any of your personal information. We may require you to provide satisfactory evidence of any change before we can update our records. You will be informed by either The Open University or FutureLearn regarding whether further evidence may be required, and what evidence will be accepted.

## Section F: Complaints and Appeals

- F1 The Open University has a [Student Complaints and Appeals Procedure](#) which you can use to raise a complaint or appeal. We are a member of the Scheme of Independent Adjudication for Higher Education established by the Higher Education Act 2004.
- F2 The Open University also has a specific complaints procedure for complaints relating to Welsh Language Standards. Details on this procedure are available in the document [“Welsh Language Standards – Dealing with Complaints and Comments”](#).

## Section G: Discipline and Academic Conduct

- G1 The Open University has a [Code of Practice for Student Discipline](#). When you register to study you agree to be bound by this Code.
- G2 When you register to study with The Open University you agree to comply with the [Academic Conduct Policy](#).

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## Section H: Computing and Social Media

### H1. Computing and Social Media Policy

H1.1 The Open University will provide you with a Personal Identification (PI) number in addition to your FutureLearn account. It is your responsibility to keep this secure and confidential. When you register to study with The Open University, you agree to comply with our [Social Media Policy](#).

H1.2 In the majority of cases, the ability to sign in to use the digital services that may be required for your study of a Microcredential will be fully accessible. However, in a small number of geographical locations (please see [Signing in from outside of the UK: for Microcredential Learners](#)), access may be restricted or not be permissible without use of a VPN (Virtual Private Network). If you are planning on studying a Microcredential provided by The Open University from outside the UK and Ireland, please see [Signing in from outside of the UK: for Microcredential Learners](#) for information on current restrictions. This may impact upon your continued registration with The Open University, in line with [Section C3: 'The Open University's right to cancel your Registration'](#). If you are unsure how this will affect you or you would like to seek advice, please contact [The Open University](#).

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### H2. Sharing information in learning activities

Learning activities may include compulsory activities for your Microcredential. When you participate in learning activities for your Microcredential, your name, work email address and the content you contribute, will be visible to Open University and FutureLearn staff who have a need to see the information concerned. Your profile name and the content you contribute will be visible to other PGCAP Microcredential Learners on the online course.

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## Section I: How we will communicate with you

### I1. PGCAP Microcredential Learners living in Wales

- I1.1 Please note correspondence from FutureLearn is only available in English. However PGCAP Microcredential Learners living in Wales can request to register in Welsh on a Microcredential, by using this [Open University form](#).
- I1.2 If you live in Wales and would like to receive written correspondence from The Open University in Welsh or would like to speak to an Adviser in Welsh, please contact [The Open University](#). The Open University will arrange for you to talk with a Welsh speaking adviser in The Open University in Wales.
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### I2. By email

- I2.1 Please see I2.1 within the [Additional Agreement for Postgraduate Certificate of Academic Practice](#) for this clause.
- I2.2 It is your responsibility to check your email regularly. You will be sent important information about your Registration and about your studies by email. It is also your responsibility to manage any filters on your email account to ensure that email from The Open University and FutureLearn is sent into your 'Inbox' and not to a 'spam' or 'junk' email folder. You should ensure that your inbox has an adequate amount of space to receive messages from The Open University and FutureLearn. The Open University will not be responsible for any failure to receive emails if these Terms and Conditions are not adhered to.
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### I3. Recording telephone calls

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

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## **I4. Safeguarding duty**

If you or another party disclose any information to us via the communication methods listed in I1-I3 of this document that affects our statutory Safeguarding responsibilities (in line with the [Safeguarding Policy](#) and [Section A3](#)), Open University and FutureLearn 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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## **I5. Prevent Duty**

If you or another party disclose any information to us via the communication methods listed in I1-I3 of this document that affects our statutory Prevent duty responsibilities (in line with [The Open University Prevent Principles](#) and [Section A3](#)), Open University and FutureLearn 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 J: Fitness to Study**

The [Fitness to Study Policy](#) will be followed to support students in situations where their behaviour raises concerns about their health, safety, and wellbeing, impacts their academic progress or ability to engage appropriately with their study and/or others. When you register to study with The Open University, you agree to engage with the Fitness to Study Policy if requested by The Open University.

## **Section K: Your Postgraduate Certificate of Academic Practice (PGCAP) qualification**

Please see Section K within the [Additional Agreement for Postgraduate Certificate of Academic Practice](#) for these clauses.

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## Section L: Affiliation with Third-Party Organisations

- L1 Any affiliation or promotion of The Open University must be initiated by The Open University.
- L2 Microcredential Learners are free to express their political, religious, social and academic views both in private and in public provided this is explicitly done in their own name and not in the name of The Open University. By registering to study with The Open University as a PGCAP Microcredential Learner, you are agreeing to abide by the [Social Media Policy](#) as outlined in [Clause H1](#).
- L3 PGCAP Microcredential Learners are not permitted to promote anything for payment or other remuneration purposes on behalf of, or purporting to be on behalf of, The Open University in their role as an Open University Learner. (This position is the same as that for an Open University Member of Staff.)
- L4 PGCAP Microcredential Learners are not permitted to promote their views as representing or as being on behalf of The Open University. (This position is distinct from a PGCAP Microcredential Learner's role as an Open University Member of Staff.)
- L5 PGCAP Microcredential Learners are not permitted to represent The Open University. If you are approached by a third-party organisation to represent The Open University in the context of a PGCAP Microcredential Learner, you should refer the third-party organisation to contact The Open University directly with their request.
- L6 Any failure to meet Clauses L2-L5 could be treated as a breach of the [Code of Practice for Student Discipline](#) (see [Section G](#): Discipline and Academic Conduct).

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## Summary of significant changes since last version

There are several significant changes from the previous version of this document

([Terms and Conditions \(Microcredentials\): Postgraduate Certificate of Academic Practice 2023/24](#)). These are:

- a) The “Summary of significant changes” and the “Terms and Conditions Superseded by this document” sections have been moved to the end of the document.
- b) The Open University’s Equality Diversity and Inclusion Commitment Statement and Safe Space Reporting information has been moved to the end of the document.
- c) The “Alternative Format of these Terms and Conditions” section has been moved to the start of the document.
- a) Your application to register is subject to you reading and understanding the Safeguarding Policy (revised wording in Clause A1.1biii).
- d) Clarification that the Conditions take priority if an Open University or FutureLearn employee or agent has said something inconsistent either in writing or verbally, in Clause A1.2.
- e) Clarification in Clause A2.1 and A2.4 that disclosure of criminal convictions should be made prior to commencing studies.
- f) Updated clause references to the [Code of Practice for Student Discipline](#) in Clauses A2.2 and C3.1g.
- g) Additional information in Clauses C4.2 and C4.4 about how The Open University will communicate with you and support you if there is industrial action.
- h) Clause C4.2.3 has been updated to remove reference to refunds.
- i) Clause E1.2 has been updated to include reference to The Open University’s [Retention Policy](#).
- j) The Open University use and process your personal information created as a result of your study, as detailed in Clause E1.2.
- k) Removal of FutureLearn Enrolment System from the glossary.
- l) Revised definition of “Case Conference Panel” in the Glossary.

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## Terms and Conditions superseded by this document

This document replaces the previous version of [Terms and Conditions \(Microcredentials\): Postgraduate Certificate of Academic Practice 2023/24](#))

# 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.

## 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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# Glossary

## Case Conference Panel

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

## Credit

A value which is related to the workload required to successfully complete a module (including a Microcredential). One credit represents about 10 hours of study. You will be awarded credits when you successfully complete a Microcredential, so if you pass a 10-credit Microcredential you will be awarded 10 credits.

## Disclosure

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

## Microcredential

A course studied online which consists of between 100-150 hours of study time (including the Summative Assessment) for which academic credits are awarded.

## Microcredential (PGCAP) Learner

A Learner studying for a Microcredential. As a PGCAP Microcredential Learner, you will also be asked to agree to other Policies and Procedures as listed within these Conditions, which refer to you as a Student.

## Microcredential Start Date

The date on which teaching of a Microcredential officially begins. There may be communications or the provision of access to learning facilities via FutureLearn before this date. You will be informed of the Microcredential Start Date when you register.

## Registration

Please see [Additional Agreement for Postgraduate Certificate of Academic Practice](#) for term.

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## Us/We/Our

This refers to The Open University.

## Further clarification

### PGCAP and FutureLearn Support Team

For more information about the Postgraduate Certificate in Academic Practice (PGCAP) Programme, please contact the PGCAP programme team via email: [PGCAP@open.ac.uk](mailto:PGCAP@open.ac.uk).

For more information about Registration or the cancellation process, please contact the PGCAP programme team via [PGCAP@open.ac.uk](mailto:PGCAP@open.ac.uk).

To cancel your studies please contact FutureLearn via [support@futurelearn.com](mailto:support@futurelearn.com).

### The Open University

For further information about the following, please contact The Open University via [general-enquiries@open.ac.uk](mailto:general-enquiries@open.ac.uk):

- These Terms and Conditions, or any of the documents that are referred to within them.
- How to view the personal information that FutureLearn has collected on behalf of The Open University, or how you may change any of your personal information, and when evidence of changes are required.

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# Appendix

## Ap 1. Disclosure of legal restrictions and conditions

Ap 1.1 All Open University Members of Staff are expected to disclose any unspent criminal convictions, licenced conditions or restrictions to People Services at the point of appointment or as soon as these conditions and restrictions are applied, in line with the [Recruitment of Ex-Offenders Policy](#) and [Safer Recruitment and Vetting Policy](#).

Ap1.2 In addition, PGCAP Microcredential Learners who have an unspent criminal conviction in a relevant area, are required to disclose this unspent conviction to The Open University after they have completed their PGCAP Microcredential registration with FutureLearn (but before commencing study).

Ap 1.3 To disclose an unspent conviction you should request a self-declaration form from the [Disclosures Team](#).

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 firearms, weapons, firearms, crossbows and knives;
- vi. Offences involving arson;
- 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.

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## **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 your course of study as a very serious matter and may take further action under the [Code of Practice for Student Discipline](#). See Clause A2.2 above for details.

## **Ap 3. Data protection**

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

Ap 3.2 Any disclosure to use a service 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.

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