

Student rules and regulations



Definitions

'Agreement' means this contract between CGIUKI and the student and comes into effect on the date that an application is received and accepted by the CGIUKI as suitable for registration and notice of such acceptance has been issued to the student.

'Application' means the application for registration submitted by the student in accordance with the student rules and regulations.

'Course' means the course of study and assessment for which the student seeks registration including all support and services provided by CGIUKI for the student to complete the appropriate study.

'CGIUKI acredited post-graduate courses' mean the courses offered in partnership with UK Universities.

'Institute' means The Chartered Governance Institute

'Student', 'You', and 'Your' means the person registered or applying to be registered as a student of The Chartered Governance Institute UK & Ireland.

'We', 'Us', 'Our' and 'CGIUKI' mean The Chartered Governance Institute UK & Ireland.

Membership rights and Code of Professional Ethics and Conduct

When you register as a CGIUKI student and receive confirmation that you have been registered, you can describe yourself as a 'CGIUKI student'. You cannot describe yourself as a Member of CGIUKI, a Chartered Secretary and/or Chartered Governance Professional until you have completed the Qualifying Programme, have fully satisfied the requirements for election to membership and have been elected to membership by CGIUKI's governing body.

As a CGIUKI student, you agree to behave in accordance with the Code of Professional Ethics and Conduct. If you fail to do so, it could lead to disciplinary action and could affect your ability to continue studying or, on completion of the exams, to be accepted as a CGIUKI member.

The CGIUKI <u>Code of Professional Ethics and Conduct</u> comprises four core principles to which all Fellows, Associates, Graduates, Affiliated Members and Students registered with the CGIUKI Division of The Chartered Governance Institute must adhere.

- 1. Integrity. Integrity is the quality of being honest and having strong moral principles. The term has been described judicially as connoting "moral soundness, rectitude, and steady adherence to an ethical code". It requires that members are impartial, independent, and informed. Displaying integrity includes:
 - 1.1. acting professionally in your business dealings.
 - 1.2. displaying a proper understanding and appreciation of your role and responsibilities.
 - 1.3. being always respectful of others.
 - 1.4. not accepting or offering improper gifts, hospitality, or other inducements.
 - 1.5. avoiding conflicts of interest, or, where a conflict arises, making sure that everyone involved is aware of the interest.
 - 1.6. recognising and considering the ethical issues arising from, and the interests of the groups or stakeholders who may be affected by, your choices, decisions, and actions.
 - 1.7. avoiding involvement in any unethical, misleading, illegal or covert behaviour.
 - 1.8. not knowingly ignoring (or turning a blind eye to) unethical, misleading, illegal, or obscure behaviour; and
 - 1.9. avoiding bringing the profession into disrepute
- 2. High standard of service/professional competence. A high standard of service or professional competence should be delivered throughout one's working life. This involves an understanding of relevant technical, professional, and business developments. Professional competence also takes account of the wider implications and expectations of our members. This includes:

- 2.1. maintaining professional knowledge and skills which are required to perform the role which you are employed to carry out.
- 2.2. completing CPD as required by the CGIUKI Board (this does not apply to students).
- 2.3. communicating effectively and promptly with your clients, colleagues and stakeholders to ensure that they are able to make informed decisions.
- 2.4. acting within your level of competence; if this requires an admission to your client that you are unable to perform a task then this should be communicated effectively.
- 2.5. upholding the requirements of the Royal Charter and byelaws made under it; and
- 2.6. respecting the confidentiality of information acquired through professional relationships save where there is a legal or regulatory requirement to disclose or report that information.
- 3. Transparency. Transparency requires that members are clear and open in their business and professional conduct. This includes:
 - 3.1. being open and frank in any business dealings.
 - 3.2. not being underhand in any business transaction; and
 - 3.3. treating all work as if it was reported in the public domain.
- 4. Professional behaviour. Professional behaviour requires that members act in a way which conforms to the relevant laws of the jurisdiction in which they are residing and/or undertaking business transactions. It requires them also to pay regard to all regulations which may have a bearing on their actions and to adhere to the byelaws, specifically byelaw 23.8 which states that the following actions or inactions may result in disciplinary proceedings:
 - 4.1. becoming bankrupt or insolvent.
 - 4.2. being convicted of an offence which might bring discredit on the Institute or the profession.
 - 4.3. failing to uphold the code of professional conduct and ethics.
 - 4.4. behaving, by doing something or not doing something, in a way considered by the Disciplinary Tribunal to bring the Institute or the profession into disrepute.
 - 4.5. disobeying any decisions of the Council or of one of its Divisional Committees.
 - 4.6. breaking any of the Institute's byelaws or Charter or Regulations.
 - 4.7. failing to comply or co-operate with a disciplinary investigation; or
 - 4.8. failing to comply with a decision or any conditions made by a Disciplinary or Appeal Tribunal.

Registration as a new student on the CGIUKI Qualifying Programme (QP)

You may register with CGIUKI as a student at any time.

When you submit your form, you also need to pay the initial registration and first year annual subscription fees. The initial registration fee is non-refundable. You will not be registered as a student until payment of the registration and subscription fees has been received in full.

If we receive your registration as a new student between 1 August and 31 January, you will pay the initial registration and a full year subscription fee (please refer to the current fee sheet on the CGIUKI website).

If we receive your registration as a new student between 1 February and 31 July, you will pay the initial registration and a half year subscription fee. (Please refer to the current fee sheet on the CGIUKI website).

You will need to renew your CGIUKI student membership each year by paying an annual subscription fee. Subscription notices will be sent out in June each year and are payable by August of that year.

Registration as a new student on CGIUKI-accredited postgraduate courses

You must register as a CGIUKI student in your first term or semester of study. If you do not, you may have to pay a late registration fee.

When you submit your registration, you also need to pay the initial registration fee and full first year annual subscription fee. The initial registration fee is non-refundable.

You will not be registered as a student until payment of the registration and subscription fees has been received in full. You will need to renew your CGIUKI student membership each year by paying an annual subscription fee. Subscription notices will be sent out in June each year and are payable by August of that year.

Exemptions for CGIUKI QP students

We reserve the right to offer or refuse exemptions for prior qualifications and/or experience. Our decision on the exemptions awarded is final.

When you apply for exemptions, you need to submit certified copies of all relevant supporting documentary evidence with your application. We cannot accept emailed copies of these documents.

If the decision is made to award you exemptions, we will let you know the exemption fee you need to pay. This payment must be made within six weeks of the exemptions being offered.

If we do not receive your exemption payment within the six-week period you will be removed from the student register, and we will retain your registration fee.

If you want to re-register as a student after being removed from the register, you will need to re-apply and pay the initial registration and annual subscription fees again.

Re-registration as a CGIUKI QP student

If you were registered as a CGIUKI student in the past but let your student status lapse, you may be able to reregister and continue your studies.

If you were registered as a CGIUKI student up to five years before your application to re-register, you will usually be allowed to continue your studies from the point you were at previously.

If you were registered as a CGIUKI student more than five years before your application to reregister, we will need to assess your student record and determine which modules you need to complete. This is to ensure that the currency of knowledge and skills required by graduates eligible for admission to the profession is appropriate. You may need to complete more modules than you were registered to take previously.

If you were registered as a CGIUKI student more than ten years before your application to reregister, you will not usually be allowed to continue. You will need to register as a new student, and we will let you know which modules you need to complete.

If you apply to re-register as a student, you will need to pay the initial registration and first year annual subscription fees. The initial registration fee is non-refundable.

Any students who have previously been removed from the register, for reasons such as repeated exam failure or breach of the Code of Professional Ethics and Conduct, will not be able to re-register as a CGIUKI student.

Time limit for completing the CGIUKI QP

If you register with exemptions and you need to complete two, three or four QP exams, you must complete the QP within four years of registering as a student.

If you register with exemptions and you need to complete five, six or seven QP exams, you must complete the QP within eight years of registering as a student.

If you do not register with any exemptions, you have to complete the QP within eight years of registering as a student.

Fee payment

All fees are payable to CGIUKI in sterling. Other currencies will not be accepted.

You need to pay the correct fees at the same time as you register and/or submit an exam entry form. Your application will not be processed until we receive full payment and any outstanding payments are settled.

We reserve the right to either withdraw a student's exam entry or withhold their exam results until any outstanding fees are settled in full.

Full and reduced rate fees

Students who are resident in certain countries can pay reduced-rate fees. These countries are listed on the registration and exam entry forms.

To pay the reduced rate, you must be domiciled, registered, receive all correspondence, and sit the exams in one of the specified reduced-rate countries.

If you are paying the reduced rate and you wish to sit an exam in a full-rate country, you must pay the full-rate fee for that exam.

Refunds

If you pay annual subscription or exam entry fees and decide that you would like the fees refunded, we must receive your request within 30 days of the payment being processed. You will be asked for a reason and such refunds are solely at our discretion.

A fee of £50 will be deducted from all refunds to cover the administrative costs incurred by CGIUKI. Applications for refunds must be made in writing. Fees will only be refunded in sterling.

Examination rules

All of CGIUKI's examinations take place online. To maintain exam security and integrity, you are required to always adhere to the examination rules as set below. If any of these rules are breached during the examination, you can expect to be contacted by the invigilator. CGIUKI does not give the invigilator powers to end your examination. However, if there is a breach, you will be allowed to complete your exam, but you may be interrupted, and the invigilator may flag an incident for us to check on the recording at a later date.

CGIUKI's Exam Team will use common sense and understanding in applying these rules. For example, if someone enters your room during the examination, you can of course explain what is happening and ask them to leave, and this would not be considered a breach of the rules.

You are required to promptly comply in all respects with any instructions issued by us before, during and at the conclusion of an exam.

You may not attempt to deceive the exam supervisor(s), invigilator(s), remote invigilator(s), proctor(s) or any CGIUKI personnel by giving false or misleading information.

You are not allowed to refer to books or other reference sources except permitted materials for exams.

You must not communicate by speaking or writing with anyone except the invigilator, either in person, through your computer or via any device.

Although it is possible to minimise the browser window in which you access the Rogo platform, you are asked not to do this. For your own privacy considerations, you should note that anything you do on your computer between the point you share your screen and the point you finish the exam will be recorded.

As it is difficult for invigilators to determine whether tech items are being used as a reference or a source of communication, we ask you not to wear a watch, headphones or anything else on or inside your ears.

We ask you to stay in the room and at your desk for the duration of the exam, and if necessary, follow the procedure for taking a break as set out below.

If you are taking a computer-based exam you are not permitted to copy exam content in any manner or take photograph(s) or videos of your screen or permit any other person to do the same.

Exam content (questions, scenarios, format) is owned by CGIUKI. You are prohibited from copying, photographing, videoing, or reproducing in any manner exam content (questions, scenarios and/or format). You are strictly prohibited from distributing or seeking to exploit for commercial/personal gain and/or any other reason, copies of exam questions or scenarios to any person including other CGIUKI registered candidates.

Candidates must not conduct themselves in an inappropriate way (including conducting themselves in vulgar, offensive, abusive, or any illegal activity).

Entering for CGIUKI examinations

The CGIUKI exams are held twice a year in June and November. The timetable is available on the website. (https://www.cgi.org.uk/my_cg/courses/online-exams/timetable)

You may only enter for an examination if registered as a CGIUKI student.

You may enter for a maximum of two examinations at each session.

When you enter for an examination, you need to make sure that you have enough time to study and prepare to take it. We do not recommend that you start your studies after the closing date for examination entry.

You will enter for the examinations before the closing date for entry, which is published on our website. Entries made after the closing date will not be accepted. https://www.cgi.org.uk/my_cg/courses/online-exams/key-dates

You must follow the examination entry process in the 'MyCG' area of our website and comply with all instructions for examination candidates in place from time to time at www.cgi.org.uk.

If you want to make a change to your examination booking you will need to pay an administration fee for each request before we can process this, as costs will have been incurred. https://www.cgi.org.uk/my_cg/courses/online-exams/special-considerations

After the closing date for entry for the examination, you will not be able to change your entry unless there are exceptional circumstances. You will need to contact the Learning and Education team on examinations@cgi.org.uk to request a change to your exam booking.

After you make the examination entry, you may not transfer the examination fee to another module or to another student.

We will apply these rules for examination entry to all CGIUKI students, but we will consider exceptions in individual cases if there is sufficient supporting evidence.

Access to the examinations

All examinations will be conducted online via our examination platform **Rogo**. It is your responsibility to log into the MyCG student portal when you enter for the examination to check that we have your correct email address

By entering for the examinations, you agree that you have read and will comply with these regulations: 'Instructions for examination candidates' and 'Code of Professional Ethics and Conduct'.

You must log into the MyCG student portal on a regular basis in the months leading up to the examination to check for updates and important information.

Exam conditions

- You will need to be in a room on your own, where no one is going to enter or disturb you while taking the examination.
- This can be at home or at another place you arrange, but if it is at work, you must be in a room by yourself with clear 'Do not disturb' notices and internal windows covered. Your workspace will need to be clear and there will need to be space around your computer so that you can show behind and around your computer and under your desk before the exam starts.
- You will be required to show photo ID as part of the remote invigilation process this needs to be a passport, national ID or driving license.

Remote invigilation and recording

- When you access the Rogo platform, an invigilator will be online with you while you take your exam.
- They will be able to see what is happening on your computer screen and will also be observing you via your webcam (face-on view) and a mobile camera to the side of your workspace. There is a chat function with the invigilator so they can step in if they notice anything going wrong, and so you can alert them to any problems.
- Visual and audio recordings from both cameras are recorded and retained by our partner Eintech for a six-month period, after which they are deleted. This is so that they can be reviewed if there are enquiries about results, appeals or other legitimate reasons to go back to review the session. The access would only be granted to senior members of the Education and Learning Team, who may need to show it to Examination Board members for a decision.

Changing an exam booking

If you are unable to sit an examination for reasons such as ill health or close personal bereavement immediately before the examination, you may apply to postpone the entry until the next session.

Postponements are granted at our discretion and an application for postponement must be supported by medical certificate(s) and/or other relevant documentation. We cannot consider a postponement without the supporting documentation.

Postponements due to work commitments are not permitted under any circumstances.

A student applying for postponement must contact us at examinations@cgi.org.uk as early as possible in the examination session. If you are unable to contact us before the examination takes place, the latest you may contact us is two weeks after the date of the examination.

If we allow you to postpone an examination, you will need to take it at the next session. It will not be postponed to any session after this.

You will need to pay a fee for each module you postpone. See www.cgi.org.uk for the applicable examination fees.

Absence from an exam

If you are absent from an exam without the permission of CGIUKI, this will be counted as a 'Fail' result.

If you are absent from an exam for a good reason, you can contact CGIUKI to explain why. At CGIUKI's discretion, your result may be changed from 'Fail' to 'Withdrawn'.

Examination results

Examination results are published in the MyCG area of our website.

We have a formal appeal process, but you are not allowed to appeal the examination result on the sole grounds that you did not agree with the mark awarded. You should refer to our examination guidance if you want to enquire about the result.

If you believe any circumstance may have affected your performance in the examination, you may request that this be considered before the results are released. You must inform us in accordance with the instructions outlined in our examination guidance.

Removal from the register

We reserve the right to remove students from the register without refund of fees in the event of the following circumstances:

Failing any CGIUKI exam four times. An 'Absent' result will count as a 'Fail'.

- Not attempting any CGIUKI exams for a period of two years.
- Not completing QP within the required time limit.
- It has been determined that a student has breached CGIUKI's Code of Professional Ethics and Conduct
- Non-compliance with any of the CGIUKI's student rules and regulations, the instructions for candidates to be observed during the exam and the instructions of exam invigilators.
- Non-payment of student fees.

Student agreement

As a student, you agree:

- to abide by these student rules and regulations, exam guidance rules and 'Code of Professional Ethics and Conduct' as stipulated from time to time.
- to undertake the appropriate course of study and to be responsible for how, when and where such study will take place.
- to observe any deadline dates set by CGIUKI for examination entry, examination deferral and postponement, request of script reports and other matters related to the course.
- to inform us of any breaks or delays in your study programme which prevent you from taking any examinations over two consecutive sessions.
- to keep any information provided by us and any correspondence with us confidential.
- to be responsible for any consequences arising out of the publication, loss or disclosure of your online registration information such as MyCG username and password.
- to remain responsible for all fees and charges and to pay all such fees and charges as stipulated by the CGIUKI in relation to student membership and examinations; and
- not to infringe, and to take all reasonable steps to protect, the copyright or other intellectual property rights of CGIUKI including its rights in course materials and examination questions.

Chartered Governance Institute UK & Ireland agreement

As the examining and awarding body, we will:

- make available at regular intervals the assessment opportunity necessary to complete each module.
- provide such assessment opportunities at the arranged date and time, unless exceptional circumstances, such as breach of examination security, prevent this.

- provide assessment materials and an assessment process which involves rigorous procedures of moderation and quality assurance.
- allow the student entry to the first available examination assessment opportunity chosen by the student and notified to CGIUKI in accordance with these regulations.
- publish guidance and policies relating to study and assessment.
- treat students with courtesy and respect.
- treat students fairly and consistently; and deliver a high-quality service to students.

Termination of student status

CGIUKI reserves the right to terminate the student's registration at any time and without notice in the event that the student breaches any of his or her obligations under this agreement or takes any action which, in the opinion of CGIUKI, might be construed as bringing CGIUKI into disrepute or for any other reason which, in the opinion of CGIUKI, justifies such action.

Force majeure

We shall not be liable for non-performance of any of its obligations under the agreement due to circumstances beyond its reasonable control.

Severability

If at any time any part or parts of this agreement are held to be unenforceable, illegal, or otherwise not valid, either wholly or in part, the remaining parts of this agreement shall continue to be binding and in effect.

Governing law

The agreement and all rights and obligations of the parties hereto shall be governed and construed in accordance with the laws of England and, unless otherwise agreed, the parties hereby submit themselves to the exclusive jurisdiction of the English courts.

Statutory rights

Nothing in these terms and conditions shall operate to affect the statutory rights of either party.