



NHS Wales Bursary Scheme

Terms and Conditions

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Please read through these Terms and Conditions carefully. Once you have read the document, print off a copy of the Terms and conditions and fill in the Parties clause (1) and the Declaration clause (16).

Please return the completed Terms and Conditions together with the other documents requested as part of your online bursary application. You should ensure that your student barcode coversheet is enclosed and all documents are sent by special delivery to the address provided on the coversheet. The coversheet is available in the documents section of your online account.

1. Parties

1.1 **NHS Wales Shared Services Partnership ('NWSSP')**, on behalf of Velindre NHS Trust.

1.2 **Student:** Name.....
Address.....
.....
.....
Email address.....

2. Background

2.1. The Welsh Government, through NHS Wales, funds the education and training for a range of Health Education Courses, as set out in Schedule 1 of this agreement.

2.2. The funding available via the NHS Wales Bursary Scheme ('Scheme') includes:

2.2.1 the cost of tuition fees (which is a minimum of £7,500 per year); and

2.2.2 a bursary for living costs, including:

- a £1,000 non means tested grant;
- a means tested bursary; and
- If eligible, you will be supported for costs such as travel, accommodation (whilst on placement), Childcare, Disabled Student Allowance, Dependents Allowance and Parental Learning Allowance.

2.2.3 If eligible, you will have access to a reduced student loan; subject to the Student Loans Regulations.

- 2.3. EU nationals that have been ordinarily resident in the UK for a period of three years prior to the start of a Health Education Course are eligible to the same package of support as UK nationals.
- 2.4. Under the Scheme, EU nationals who do not meet the residency test set out in clause 2.3 of this agreement can access the Scheme, but this will be limited to the cost of tuition fees as set out at clause 2.2.1 of this agreement. Access to the Scheme, on this limited basis, is subject to the EU national committing to work within Wales in the Profession for which they have undertaken the Health Education Course. EU nationals who are unable to commit to work in Wales will have to secure funding for all study costs.
- 2.5. You will have to record your intent to study on a Health Education Course on the NWSSP Student Awards Services Welsh Health Education Registration System ('System').
- 2.6. If you commence your studies in the academic year 2017/18 and you commit to working within Wales in Suitable Employment for the required period (see clause 8.1 of this agreement) following the completion of your course, you will be able to access NHS funding, as set out above, to meet the cost of training.
- 2.7. If you do not feel that you can commit to this specified period of employment, you will not be eligible to receive the benefits of the Scheme; however you will still be able to study in Wales and you will be able to access the following support:
 - i) If you are a Welsh domiciled student and you do not wish to commit to working within Wales on completion of your course, you will have access to the standard student support package available from Student Finance Wales.
 - ii) If you are a Non-Welsh domiciled student and you do not wish to commit to working within Wales, you will continue to be eligible to study in Wales but you will need to secure funding from an alternative source, this may include funding from the relevant funding body in your home country or self finance.
- 2.6. Upon receipt of an offer of a training place from a NHS Wales Agreed Provider, you will need to decide whether you wish to commit to working within Wales prior to applying for either the Scheme or the standard student finance package.

3. Definitions and Interpretation

3.1 Definitions:

- 3.1.1 Commissioners: NHS Wales Shared Services Partnership, on behalf of Velindre NHS Trust of Unit 2, Charnwood Court, Parc Nantgarw, Nantgarw, Cardiff, CF15 7QZ .
- 3.1.2 Health Education Course: one of the Welsh funded courses set out in Schedule 1 of this agreement.

- 3.1.3 NHS Wales Agreed Provider: An education provider who is contracted by NWSSP to deliver Health Education Courses as outlined in Schedule 1.
- 3.1.4 Profession: a role requiring the qualification for which you have studied.
- 3.1.5 Suitable Employment: as defined by clause 9 of this agreement.
- 3.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 3.3 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 3.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 3.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 3.6 References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 3.7 If there is a clear and irreconcilable difference between the agreement and the Schedules the agreement shall take precedence.

4. Applicable Courses

- 4.1 The Scheme only applies to the Health Education Courses contained within Schedule 1 of this agreement.
- 4.2 The Scheme only applies if you are commencing your studies during the academic year 2017/18; this includes spring 2018 nursing courses.

5. Registration

- 5.1. If you are studying on a Health Education Course, as set out in Schedule 1 of this agreement, you must enrol on the System.
- 5.2. If you fail to register via the System you will not be eligible to apply for the Scheme and you will not be eligible to apply for access to the student finance arrangements.

6. Requirement to study in Wales

- 6.1 If you want to receive the benefits of the Scheme you are required to study in Wales on a Health Education Course, as set out at Schedule 1 of this agreement.

- 6.2 Some Health Education Courses are delivered through English Universities, as set out in Schedule 1 of this agreement, and these are included within the eligibility for the Scheme.
- 6.3 If you wish to transfer the Health Education Course to another University, permission must be sought from your University and the Commissioners in advance. If the new course is also a Health Education Course, funding may continue. If the course is not a Health Education Course and therefore is not one funded by the NHS, you will be classified as discontinuing your course and you will be liable to repay an element of the monies received under the Scheme, pursuant to Schedule 2 or 3 of this agreement.
- 6.4 If you wish to transfer to another course within the same University permission must be sought from your University and the Commissioners in advance. If the course is Health Education Course, funding may continue. If the course is not a Health Education Course, you will be classified as discontinuing your course and will be liable to repay an element of the monies received under the Scheme, pursuant to Schedule 2 or 3 of this agreement.
- 6.5 If you start the Health Education Course, but fail to complete your studies you will be subject to the repayment provisions as set out in clause 10 and Schedule 2 or 3 of this agreement.

7. Funding

7.1 There are three funding routes available to you:

- 7.1.1 The Scheme; or
- 7.1.2 A student loan; or
- 7.1.3 Self financing.

- 7.2 If you enrol onto a Health Education Course via the Scheme, you will only be able to access a reduced student loan. If you fund your studies via a student loan, you may be entitled to receive a full student loan.
- 7.3 If you live within Wales and obtain a student loan to undertake a Health Education Course, you are only entitled to one student loan.
- 7.4 If you are resident outside of Wales, you will need to contact the funding body in your home country to determine what arrangements are available to you.
- 7.5 In order for you to receive the full student loan you will need a unique reference number which is only generated by the System.

- 7.6 Once you have applied for and accepted funding from the Scheme you will be unable to change your funding route, unless there are exceptional circumstances. In exceptional cases, your application to change funding route will be considered through an appeals mechanism, pursuant to clause 11 of this agreement.
- 7.7 The latest date for applying for funding under the Scheme is six weeks after commencement on a Health Education Course.
- 7.8 If you have an interruption to your studies, your funding arrangement will cease for the period of the interruption, but the same funding arrangement will recommence on your return.

8. Commitment to work in Wales

- 8.1. If you chose to access funding via the Scheme, you are required to commit to working within Wales in Suitable Employment for either:
- 8.1.1 A period of two years after completion of the Health Education Course, if the course is three years in duration; or
 - 8.1.2 A period of 18 months after completion of the Health Education Course, if the course is two years in duration.
- 8.2. You must, via the NWSSP Student Awards Service website (on the Welsh Health Education Registration System section), confirm electronically and in writing (by completing and returning these Terms and Conditions), prior to the start of the Health Education Course, of your commitment to work in Wales on completion of the Health Education Course.
- 8.3. If you fail on completion of your studies to work within Wales for the required period (see clause 8.1 of this agreement), you will be subject to the repayment provisions as set out in Clause 10 and Schedule 2 or 3 of this agreement.
- 8.4. If you start employment in accordance with clause 9, but fail to complete the required period of work (see clause 8.1 of this agreement) you will be subject to the repayment provision as set out in clause 10 and Schedule 2 or 3 of this agreement.

9. Suitable Employment

- 9.1 Employment in Wales must be in the Profession for which you have undertaken the Health Education Course.
- 9.2 Employment must be in one of the settings as set out in Schedule 4 of this agreement.
- 9.3 You must satisfy the following criteria to be classified as working:

- 9.3.1 Work a minimum of 22.5 hours per week, unless there are exceptional circumstances which may be agreed on an individual basis with the Commissioners; and
- 9.3.2 Be based within Wales.
- 9.4 You can work within a combination of settings, as set out in Schedule 4, as long as the criteria in paragraph 9.3 are satisfied.
- 9.5 You may change employment following completion of the Health Education Course as long as the employment is within one of the settings as set out in Schedule 4 of this agreement.

10. Repayment Provisions

- 10.1 Subject to clause 10.4 of this agreement, you will be liable to repay an element of, or all of, the funding provided under the Scheme, pursuant to Schedule 2 or 3 of this agreement, in the following circumstances:
 - 10.1.1 You leave the Health Education Course at any point for any reason prior to completion; or
 - 10.1.2 You fail to take up employment in Wales, in the Profession for which you had undertaken the Health Education Course, on completion of the Health Education Course; or
 - 10.1.3 You fail to maintain employment, in the Profession for which you had undertaken the Health Education Course, as stipulated in clause 8.1 of this agreement following completion of the Health Education Course.
- 10.2 The amount of repayment will be on a sliding scale, which is detailed in Schedule 2 and 3 of this agreement.
- 10.3 If you are subject to repayment provision under this agreement, the debt becomes repayable in full within three months of you being notified of the debt owed. It is your responsibility to fund such a repayment.
- 10.4 There are limited circumstances whereby you will be exempt from making a repayment of the funding under the Scheme, as set out in this clause 10, which are:
 - 10.4.1 If you are asked to leave the course for:
 - 10.4.1.1 Academic failure; or
 - 10.4.1.2 Placement failure; or
 - 10.4.1.3 Fitness to practice concerns, including, but not limited to, ill health.
- 10.5 The following costs are excluded from repayment recovery:

- 10.5.1 Travel expenses.
- 10.5.2 Additional accommodation.
- 10.5.3 Childcare costs.
- 10.5.4 Disabled students allowance.
- 10.5.5 Dependents allowance.
- 10.5.6 Parental learning allowance.

11. Grounds of Appeal

11.1 If you disagree with a decision made by the Commissioners, including:

11.1.1 Whether you are entitled to access the Scheme at all; and/or

11.1.2 In respect of your decision to change funding routes; and/or

11.1.3 If your employment, post completion of your course, is not found to comply with the terms of this agreement; and/or

11.1.4 You are requested to repay monies paid to you via the Scheme;

the Commissioners will provide an appeal mechanism, details of which will be available upon request.

12 Force Majeure

12.1 No party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which a performance of the obligation has been delayed or failed to be performed.

13. Entire Agreement

13.1 This agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

14. Variation

14.1 No variation of this agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

15. Jurisdiction

15.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual

disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

16. Declaration

16.1 If you are a UK domicile student or an EU student who has been ordinarily resident in the UK for a period of three years prior to the start of a Health Education Course, please sign below:

I have read, understood and accept the terms and conditions of the Scheme as detailed in this agreement.

By signing this agreement, I am committing to working within Wales in Suitable Employment for the requisite period following completion of the Health Education Course.

Name.....

Signed.....

Dated.....

16.2 If you are an EU national and you have not been residing within the UK for the past three years, please sign below:

I have read, understood and accept the terms and conditions of the Scheme as detailed in this agreement.

By signing this agreement, I am committing to working within Wales in Suitable Employment for the requisite period following completion of the Health Education Course.

I understand that my entitlement under the Scheme will be limited to the costs of tuition fees only, if eligible.

Name.....

Signed.....

Dated.....

Schedule 1: Health Education Courses and location of delivery

1. List of courses funded by Welsh Government, through NHS Wales, and those assessed as receiving the full funding under the Scheme and therefore subject to the commitment to work in Wales following completion of a Health Education Course.

Course	Provision in Wales	Provider	Provision in England
DipHE Paramedic Science	Yes	Swansea University	No
DipHE Dental Hygiene	Yes	Cardiff University	No
BSc in Dental Hygiene & Therapy	Yes	Cardiff University	No
BSc/BN Adult Nursing	Yes	Bangor University Cardiff University Swansea University University of South Wales	No
BSc/BN Child Nursing	Yes	Bangor University Cardiff University Swansea University University of South Wales	No
BSc/BN Mental Health Nursing	Yes	Bangor University Cardiff University Swansea University University of South Wales	No
BSc/BN Learning Disability Nursing	Yes	Bangor University University of South Wales	No
BMid Midwifery	Yes	Bangor University Cardiff University Swansea University University of South Wales	No
BSc (Hons) Healthcare Science - Cardiac Physiology	Yes	Swansea University	No
BSc (Hons) Healthcare Science - Audiology	Yes	Swansea University	No
BSc (Hons) Healthcare Science - Respiratory and Sleep Science	Yes	Swansea University	No
BSc (Hons) Healthcare Science - Neurophysiology	Yes	Swansea University	No
BSc (Hons) Healthcare Science - Nuclear Medicine & Radiotherapy Physics	Yes	Swansea University	No
BSc (Hons) Healthcare Science - Biomedical	Yes	Cardiff Metropolitan University	No

Science - Blood, Infection, Cellular and Genetics			
BSc Diagnostic Radiography	Yes	Bangor University Cardiff University	No
BSc Therapeutic Radiography	Yes	Cardiff University	No
BSc/PG Dietetics	Yes	Cardiff Metropolitan University	No
BSc/PG Occupational Therapy	Yes	Cardiff University Glyndwr University	No
BSc Operational Department Practice	Yes	Cardiff University	No
BSc Physiotherapy	Yes	Cardiff University	No
BSc Podiatry	Yes	Cardiff Metropolitan University	No
BSc Speech & Language Therapy	Yes	Cardiff Metropolitan University	No
PGDip Physicians Associate Studies **	Yes	Bangor University Swansea University	No

** Does not include access to the reduced student loan.

Schedule 2: Repayment Schedule – UK Students

REPAYMENT SCHEDULE FOR NON-COMPLIANCE WITH NHS WALES BURSARY SCHEME FUNDING AGREEMENT

		Amount of Funding repayable ***	
		3 year course	2 year course
1	Complete studies but do not work in Wales in accordance clauses 8.1 and 10.1.2 of the Terms and Conditions.	£25,500	£17,000
2	Leave employment as set out in clauses 8.4 and 10.1.3 of the Terms and Conditions prior to fulfilling the employment commitment.		
i	Leave within the first 6 months	£25,500	£17,000
ii	Leave after 6 months but before 1 years service completed	£19,125	£12,750
iii	Leave after 1 year but before 18 months service completed	£12,750	£8,500
iv	Leave after 18 months but before 2 years service completed	£8,500	NIL
v	Leave after 2 years service	NIL	NIL
3	Leave course as set out in clauses 6.5 and 10.1.1 of the Terms and Conditions.		
i	During first year	£8,500	£8,500
ii	During second Year	£17,000	£17,000
iii	During third year	£25,500	n/a

***** AMOUNTS SHOWN ARE MINIMUM REPAYMENTS AND COVER AN ELEMENT OF TUITION FEES AND the £1,000 NON MEANS TESTED GRANT ONLY. THE AMOUNT OF MEANS TESTED BURSARY AWARD FOR EACH YEAR WILL BE ADDED TO THE TOTAL.**

Schedule 3: Repayment Schedule – EU Students who have not been domicile within the UK for a period of three years prior to the submission of their funding application

REPAYMENT SCHEDULE FOR EU STUDENTS: NON-COMPLIANCE WITH NHS WALES BURSARY SCHEME FUNDING AGREEMENT

		Amount of Funding repayable	
		3 year course	2 year course
1	Complete studies but do not work in Wales in accordance clauses 7.1 and 9.1.2 of the Terms and Conditions.	£22,500	£15,000
2	Leave employment as set out in clauses 7.2 and 9.1.3 of the Terms and Conditions prior to fulfilling the employment commitment.		
i	Leave within the first 6 months	£22,500	£17,000
ii	Leave after 6 months but before 1 years service completed	£16,875	£11,250
iii	Leave after 1 year but before 18 months service completed	£11,250	£7,500
iv	Leave after 18 months but before 2 years service completed	£7,500	NIL
v	Leave after 2 years service	NIL	NIL
3	Leave course as set out in clauses 5.5 and 9.1.1 of the Terms and Conditions.		
i	During first year	£7,500	£7,500
ii	During second Year	£15,000	£15,000
iii	During third year	£22,500	n/a

Schedule 4: Suitable Employment

1. Employment must be in the Profession for which you have undertaken the Health Education Course and can be in a range of settings, including:
 - a) Any NHS Health Board or Trust e.g.
 - a. Hospital settings
 - b. Community
 - c. Managed GP practices
 - b) Primary care contractor
 - a. GP practices
 - b. Mental health services
 - c) Another NHS Wales funded training course e.g.
 - a. Health Visiting
 - b. Midwifery

You will have to complete 2 years employment following completion of the second course
 - d) Working for a Local Authority
 - e) Charitable health care providers e.g.
 - a. Ty Hafan
 - b. Hospices
 - f) HMS Prison healthcare services
 - g) Engagement through an NHS Wales bank system