



# **NHS Wales Bursary Scheme**

## **Terms and Conditions**

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## Please read through these Terms and Conditions carefully

### 1. Parties

- 1.1** This is a contract between You (“Student”) and Velindre NHS Trust acting through NHS Wales Shared Services Partnership (“Velindre”).

### 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 purpose of the NHS Wales Bursary Scheme (“the Scheme”) is to provide financial support for students who are studying Health Education Courses and to incentivise them following qualification to work within the health care sector in Wales. The Scheme is made available to students who have been offered places on Health Education Courses in accordance with the terms and conditions of the Agreement.

### 3. Definitions and interpretation

#### 3.1. Definitions

- Agreement:** means this agreement and the attached Schedules
- 3.1.1 Commissioners:** Representatives from the 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 Velindre acting through NWSSP to deliver Health Education Courses as outlined in **Schedule 1**.
- 3.1.4 Pre-Registration Programme:** Those courses listed in **Schedule 1**.
- 3.1.5 Profession:** A role requiring the qualification for which you have studied in a Health Education Course.
- 3.1.6 Repayment Provisions:** As defined in clause 12 of this agreement.
- 3.1.7 Required Period:** As defined in clause 10.1 of this agreement.
- 3.1.6 Student Streamlining :** The process managed by SSP to assist new registrants into appropriate posts
- 3.1.9 Suitable Employment:** As defined in clause 11 of this agreement.
- 3.1.10 Student:** As defined in clause 1 of this agreement.
- 3.1.11 System:** As defined in clause 5.1.2 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.
- 3.8** **The deadline for applying for funding clause 9.3:** is defined as when the student has submitted an online bursary application and received an email through the online system confirming the evidence they needed to provide.

#### 4. Funding and Applicable Courses

- 4.1** The funding available via the Scheme which is subject to the terms and conditions of the agreement includes:
- 4.1.1** The tuition fees of your Health Education Course; and
- 4.1.2** A bursary for living costs, as set out in the then current NHS Wales Bursary Scheme (available at <http://www.nwssp.wales.nhs.uk/student-awards>) 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.
- 4.1.3** If eligible, you will have access (separately) to a reduced student loan; subject to the Student Loans Regulations.
- 4.2** 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.
- 4.3** EU nationals who do not meet the residency test set out in clause 4.2 of this agreement can access the Scheme, but this will be limited to tuition fees as set out at clause 4.1.1. Access to the Scheme under this clause 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 tuition fees.

## 5. Criteria for the Scheme

5. To join the Scheme and access the funding as detailed in clause 4.1 you are required to:
  - 5.1.1 Have received an offer of a training place on a Health Education Course; and
  - 5.1.2 Record your intent to study on a Health Education Course on the NWSSP Student Awards Services Welsh Health Education Registration System ('System') - <http://www.nwssp.wales.nhs.uk/student-awards> in accordance with clause 6.1; and
  - 5.1.3 Within ten weeks of commencement of the Health Education Course, commit to working within Wales following completion of your course in Suitable Employment for the Required Period (as detailed in clause 10.1 of this agreement).
- 5.2 If you do not feel that you can commit to this Required Period of Suitable Employment, you will not be eligible for the Scheme. However, you will still be able to study in Wales and you will be able to access the following support:
  - 5.2.1 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. However, if you already have a first degree and are undertaking a Pre-Registration Programme you are not eligible to apply for a reduced rate student loan;
  - 5.2.2 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.

## 6. Registration

- 6.1 If you are studying on a Health Education Course, as set out in **Schedule 1** of this agreement, you must enrol on the System in accordance with its terms.
- 6.2 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.

## 7. Transferring Course

- 7.1 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 in Wales, funding may continue.
- 7.2 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 in Wales, funding may continue. If the course is not a commissioned Health Education Course, or is based outside of Wales you will be classified as discontinuing your course. Students enrolled on undergraduate BSc pre-registration programmes are eligible for a maximum of three years of funding unless they have mitigating circumstances confirmed by their university. If you change course part way through your training and need more than three years to complete your training, then you will be required to self-fund the additional training required.

## **8 Completing a second the Health Education Course**

- 8.1** If you have enrolled on an undergraduate BSc pre-registration programme you are eligible for a maximum of three years of funding unless you have mitigating circumstances confirmed by the university. If you change course part way through your training and need more than three years to complete your training, then you will be required to self-fund the additional training required.
- 8.2** Should you, following the successful completion of your first Health Education Course (“First Course”) under this agreement, then elect to undertake a second higher level Health Education Course (“Second Course”) under this agreement, the following conditions apply:
  - 8.2.1** After completing the First Course, your obligation to work within Wales will be deferred until you have completed the Second Course.
  - 8.2.2** You must begin the Second Course immediately after (i.e. in the academic year immediately following the conclusion of the First Course) you have completed the First Course;
  - 8.2.3** If you fail on completion of your Second Course to work within Wales (see clause 10 of this agreement), you will be subject to the repayment provisions in respect of the First Course and Second Course as set out in clause 12;
  - 8.2.4** The deferral in clause 8.2.1 will cease immediately in the event of failure to complete the Second Course and payment in respect of both the First Course and Second Course will become immediately due as set out in clause 12.

## **9. Funding**

- 9.1** In order for you to receive the full student loan detailed in clause 5.2 (i) you will need a unique reference number which is only generated by the System.
- 9.2** 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 14 of this agreement. On completion of your Health Education Course you will be liable to either work in Wales for a period of time dependant on the

amount of bursary you have received, or, repay an amount of the bursary, in accordance with [Schedule 2](#), if you opt to work outside of Wales upon completion of your Health Education Course.

- 9.3** The deadline for applying for funding under the Scheme is ten weeks after commencement on a Health Education Course.
- 9.4** 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.

## 10. Commitment to work in Wales for the Required Period

- 10.1** If you chose to access funding via the Scheme, you are required to commit to working within Wales in Suitable Employment for the term that is applicable to you below (each being a "Required Period"):
  - 10.1.1** A period of two years within three months of successful completion of the Health Education Course, where the course is three years in duration; or
  - 10.1.2** A period of 18 months within three months of successful completion of the Health Education Course, where the course is two years in duration;
  - 10.1.3** Where you have undertaken a Second Course, a period of two years within three months of successful completion of the Second Course.
- 10.2** You must, via the System, confirm electronically, within ten weeks of commencement of the Health Education Course, your commitment to work in Wales on completion of the Health Education Course.
- 10.3** If you fail on completion of your studies to work within Wales for the Required Period (see clause 10.1 of this agreement), you will be subject to the Repayment Provisions as set out in clause 12 of this agreement.
- 10.4** If you start employment in accordance with clause 11, but fail to complete the Required Period of work you will be subject to the Repayment Provision.

## 11. Suitable Employment

- 11.1** Suitable Employment shall mean:
  - 11.1.1** employment based in Wales in the profession for which you have been trained; and
  - 11.1.2** working in that employment for an average (which may include more than one Suitable Employment role) of 22.5 hours per week, unless there are exceptional circumstances which may be agreed on an individual basis with the Commissioners.

## 12. Repayment Provisions

- 12.1** You will be liable to repay an element of, or all of, the funding provided under the Scheme, pursuant to [Schedule 2 or 3 \(as appropriate\)](#) of this agreement, in the following circumstances:
  - 12.1.1** You fail to take up Suitable Employment within three months of the successful completion of the Health Education Course;

- 12.1.2** You fail to maintain Suitable Employment for the Required Period following completion of the Health Education Course;
- 12.1.3** If your employment, post completion of your course, is not found to comply with the terms of this agreement;
- 12.1.4** You are requested to repay monies paid to you via the Scheme in accordance with these terms and conditions (by way of example only, pursuant to clauses 7.2, 8.2.3, 8.2.4).
- 12.2** The amount of repayment will be on a sliding scale, which is detailed in **Schedule 2 and 3 (as appropriate)** of this agreement.
- 12.3** If you are subject to Repayment Provision under this agreement, the debt becomes repayable by you in full within three months of you being notified of the debt owed, unless the provision of clause 12.4 apply. It is your responsibility to fund such a repayment.
- 12.4** In exceptional circumstances, you may request an extended repayment period. This is upon the proviso that you will be asked to contact a debt counselling charity/organisation to work with you in order to establish an affordable repayment plan. The repayment plan can be considered under the appeals process and may be accepted, re-negotiated, or some circumstances, refused in which case the monies shall become repayable within 3 months of notification by us.
- 12.5** There are limited circumstances whereby you will be exempt from making a repayment of the funding (whether in part or in full), although this will be strictly subject to the appeals process being undertaken on a case by case basis. Such limited circumstances include the following:
- Insufficient Suitable Employment available in Wales upon completion of your Health Education Course.
  - Unsuccessful in securing Suitable Employment following the recruitment process as set out in **Schedule 4**
  - Ill Health preventing you from working within the profession for which you have trained.
  - Caring responsibilities that would restrict your ability to work in Wales.

## 13. Right to Change Your Mind

- 13.1** You have the right to change your mind and elect not to receive the Bursary provided that written notice is given to the Student Awards Service within ten weeks of commencement of the Health Education Course. Where such notice is provided;
- 13.1.1** You will no longer be required to commit to obtaining Suitable Employment within Wales pursuant to clauses 10 and 11; and
- 13.1.2** You will not be required to repay funding provided under the Scheme pursuant to clause 12.

## 14. Appeals Process



- 14.1** If you disagree with a decision made by the Commissioners, in respect of the Scheme you have a right to appeal in accordance with the appeals mechanism.
- 14.2** The appeal mechanism, can be found on the Students Award Services website [insert updated link here](#).

## 15. Force Majeure

- 15.1** 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.

## 16. Entire Agreement

- 16.1** 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.

## 17. Variation

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

## 18. Jurisdiction

- 18.1** This Agreement shall be governed by and construed in accordance with the Law of England and Wales, as it applies in Wales and 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.

## 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	Current Provider	Provision in England
<b>BSc Paramedic Science</b>	Yes	Swansea University	No
<b>DipHE Dental Hygiene</b>	Yes	Cardiff University	No
<b>BSc in Dental Hygiene &amp; Therapy</b>	Yes	Cardiff University	No
<b>BSc/BN Adult Nursing</b>	Yes	Bangor University Cardiff University Swansea University University of South Wales	No
<b>BSc/BN Child Nursing</b>	Yes	Bangor University Cardiff University Swansea University University of South Wales	No
<b>BSc/BN Mental Health Nursing</b>	Yes	Bangor University Cardiff University Swansea University University of South Wales	No
<b>BSc/BN Learning Disability Nursing</b>	Yes	Bangor University University of South Wales	No
<b>BMid Midwifery</b>	Yes	Bangor University Cardiff University Swansea University University of South Wales	No
<b>MSc/PG Dip Nursing**</b>	Yes	Swansea University Bangor university	No
<b>BSc (Hons) Healthcare Science - Cardiac Physiology</b>	Yes	Swansea University	No
<b>BSc (Hons) Healthcare Science - Audiology</b>	Yes	Swansea University	No
<b>BSc (Hons) Healthcare Science - Respiratory and Sleep Science</b>	Yes	Swansea University	No
<b>BSc (Hons) Healthcare Science - Neurophysiology</b>	Yes	Swansea University	No
<b>BSc (Hons) Healthcare Science - Nuclear Medicine &amp; Radiotherapy Physics</b>	Yes	Swansea University	No

Course	Provision in Wales	Current Provider	Provision in England
BSc (Hons) Healthcare Science - Biomedical Science - Blood, Infection, Cellular and Genetics	Yes	Cardiff Metropolitan University	No
BSc Diagnostic Radiography	Yes	Bangor University Cardiff University	No
BSc Therapeutic Radiography	Yes	Cardiff University	No
BSc/PG Dip** Dietetics	Yes	Cardiff Metropolitan University	No
BSc/PG Dip** Occupational Therapy	Yes	Cardiff University Glyndwr University (BSc route only)	No
BSc Operational Department Practice	Yes	Cardiff University	No
BSc Physiotherapy	Yes	Cardiff University Glyndwr University	No
PG Dip ** Physiotherapy	Yes	Bangor University	No
BSc Podiatry	Yes	Cardiff Metropolitan University	No
BSc Speech & Language Therapy	Yes	Cardiff Metropolitan University	No
PGDip/MSc Physicians Associate Studies **	Yes	Bangor University Swansea University	No

\*\* Individuals who already have a first degree and are undertaking a pre-registration programme at MSc/PG Dip level will have access to the NHS bursary package but **no access to the reduced student maintenance loan.**

## Schedule 2: Repayment Schedule – UK Students

### REPAYMENT SCHEDULE IN ACCORDANCE WITH NHS WALES BURSARY SCHEME FUNDING AGREEMENT

		Amount of Funding repayable ***	
		3 year course	2 year course
<b>1</b>	<b>Completes Health Education Course but does not work in Wales in accordance clauses 10.1, 10.3 and 12.1.2 of the Bursary Terms and Conditions.</b>	<b>£25,500</b>	<b>£17,000*</b>
<b>2</b>	<b>Leave Suitable Employment as set out in clauses 10.4 and 12.1.3 of the Bursary Terms and Conditions prior to fulfilling the employment commitment.</b>		
<b>i</b>	Leave within the first 6 months	<b>£25,500</b>	<b>£17,000</b>
<b>ii</b>	Leave after 6 months but before 1 years' service completed	<b>£19,125</b>	<b>£12,750</b>
<b>iii</b>	Leave after 1 year but before 18 months service completed	<b>£12,750</b>	<b>£8,500</b>
<b>iv</b>	Leave after 18 months but before 2 years' service completed	<b>£8,500</b>	<b>NIL</b>
<b>v</b>	Leave after 2 years' service	<b>NIL</b>	<b>NIL</b>
<b>3</b>	<b>Transfer funding options part way through the Health Education Course as set out in clauses 9.2 of the Terms and Conditions.</b>		
<b>i</b>	During or at the end of the first year of your Health Education Course you can elect to either a) pay back the sum of £8,500 or b) work in Suitable Employment in Wales for 8 months on completion of your Health Education Course.	<b>£8,500</b>	<b>£8,500</b>
<b>ii</b>	During or at the end of the second Year of your Health Education Course you may elect to either a) pay back the sum of £17,000 or b) work in Suitable Employment in Wales for 18 months on completion of your Health Education Course.	<b>£17,000</b>	<b>£17,000</b>

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

**REPAYMENT SCHEDULE FOR EU STUDENTS: IN ACCORDANCE WITH NHS WALES BURSARY SCHEME FUNDING AGREEMENT**

		Amount of Funding repayable	
		3 year course	2 year course
<b>1</b>	<b>Completes Health Education Course but does not work in Wales in accordance clauses 10.1 , 10.3 and 12.1.2 of the Terms and Conditions.</b>	<b>£22,500</b>	<b>£15,000*</b>
<b>2</b>	<b>Leaves Suitable Employment as set out in clauses 10.4 and 12.1.3 of the Terms and Conditions prior to fulfilling the employment commitment.</b>		
<b>i</b>	Leave within the first 6 months	<b>£22,500</b>	<b>£15,000</b>
<b>ii</b>	Leave after 6 months but before 1 years' service completed	<b>£16,875</b>	<b>£11,250</b>
<b>iii</b>	Leave after 1 year but before 18 months service completed	<b>£11,250</b>	<b>£7,500</b>
<b>iv</b>	Leave after 18 months but before 2 years' service completed	<b>£7,500</b>	<b>NIL</b>
<b>v</b>	Leave after 2 years' service	<b>NIL</b>	<b>NIL</b>
<b>3</b>	<b>Leave course as set out in clauses 8.1 and 12.1.1 of the Terms and Conditions.</b>		
<b>i</b>	During first year	<b>£7,500</b>	<b>£7,500</b>
<b>ii</b>	During second Year	<b>£15,000</b>	<b>£15,000</b>
<b>iii</b>	During third year	<b>£22,500</b>	<b>n/a</b>

\* This excludes PG Dip Dietetics as separate funding model applies

## **Schedule 4 Recruitment process dependent on healthcare professional course for summer 2020 only**

HEIW will work with your university and employers within Wales. Every effort will be made to ensure suitable employment opportunities are available. Arrangements for 2020 will be:

- Graduating Nurse and Operating Department Practitioner (ODP) students will receive information regarding a streamlining process to match them with available appropriate jobs.
- Graduating AHP and Scientist students (apart from BSc (Hons) Healthcare Science Nuclear Medicine / Radiotherapy Physics Neurophysiology Respiratory and Sleep) will be informed by NWSSP when appropriate jobs are available to apply for via NHS jobs between no later than the 19<sup>th</sup> April (2020). Start dates will be staggered depending on profession with an aim for employment to commence by December 2020.
- Given the small number of places commissioned graduating BSc (Hons) Healthcare Science Nuclear Medicine / Radiotherapy Physics Neurophysiology Respiratory and Sleep students will be managed on a case by case basis. Health Boards will be required to work directly with the university to align students to available positions.
- If students have not been successful in gaining suitable employment on either completion of the streamlining process for Nursing and OPD graduates **OR** after applying for three posts for AHP and scientist graduates, then students will be able to appeal to be released from the contractual requirement to work in Wales.
- Please note, nursing students will be required to fully engage in the Student Streamlining Process and the two week escalation period following Streamlining allocation which will have been clearly detailed by the students HEI. If by this stage nursing students have not secured a position, they will be required to engage in conversation directly with the Health Board/Health Boards they are able to work in to identify and try to mitigate any barriers to accepting a vacancy within that Health Board. If by this stage they have still not been able to secure a post, they will be able to appeal. (Please note, due to the high number of nursing vacancies across the majority of specialties in NHS Wales, it is anticipated that a student would be unable to secure a position due to exceptional circumstances only.)