

DENTAL STUDENT SUPPORT GRANT: TERMS AND CONDITIONS



The Scottish Ministers in exercise of their powers under section 1A of the National Health Service (Scotland) Act 1978 hereby offer to give you:

(Insert name of grantee) _____

("the Student") a grant £4000 STERLING, for academic year _____ in connection with the Dental Student Support Grant subject to the following terms and conditions:

1. Definitions and Interpretation

- 1.1 In these Conditions, the words and expressions set out in the Schedule have the meanings ascribed to them in that Schedule.
- 1.2 In these Conditions unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.
- 1.3 The headings in these Conditions are for convenience only and shall not be read as forming part of the Conditions or taken into account in their interpretation.
- 1.4 Except as otherwise provided in these Conditions, any reference to a clause, paragraph, subparagraph or schedule shall be a reference to a clause, paragraph, subparagraph or schedule of these Conditions. The schedules are intended to be contractual in nature. They form part of the Agreement and should be construed accordingly.
- 1.5 This Agreement may only be varied by written agreement signed by both parties.

2. Purposes of the Grant

- 2.1 The Grant is made to enable the Student to carry out a Bachelor of Dental Study degree course ("the BDS") at a qualifying University. For the purposes of this Grant, a "qualifying University" means the University of Aberdeen, Glasgow or Dundee.
- 2.2 No part of the Grant shall be used to fund any activity or material which is party political in intention, use, or presentation or appears to be designed to affect support for a political party.

3. Payment of Grant

- 3.1 Payment of the Grant is subject to receipt of the completed application form from the Student for the relevant academic year. Payment will only be made to those applicants who the Scottish Ministers deem are eligible for the Grant. The Grant shall be paid by the Scottish Ministers to the University, who will pay the Student.
- 3.2 If any tax is deemed payable on the Grant it will be the Student's responsibility to make any required tax payment to Her Majesty's Revenue and Customs.

4. Conditions of Grant

- 4.1 Payment of Grant is subject to compliance by the Student with all of the following conditions.
- 4.2 The Student must be registered on a qualifying BDS course at a qualifying University dental school.
- 4.3 In the event that a year of study requires to be repeated there is no guarantee that any further funding will be made available to the Student. Any further grant of funding is subject to the reapplication by the Student and submission of an extenuating circumstances form and any relevant supporting evidence to the Scottish Ministers for consideration. Any claim will require to be submitted by the Student for consideration by the Scottish Ministers.
- 4.4 The Student must complete the BDS. Failure to be awarded a BDS will be treated as a Default of the Grant and the Student will be required to repay to the Scottish Ministers the full amount of the Grant received during that academic year.
- 4.5 Post completion of the BDS, within the timescale referred to in clause 4.8 below, the Student must commit to a period of 12 months of work in dentistry in the NHS in Scotland for each year in which the Student received the Grant.
- 4.6 The Student must notify NES of their intention to work part-time during the time period of the agreed commitment. The Student must serve the equivalent of twelve full-time reckonable months in NHS dentistry in Scotland for each grant received.
- 4.7 The commitment period may include any relevant training grade posts in NHS Scotland.
- 4.8 The commitment period of work must begin within fourteen months of the date of graduation from the BDS course. The Student may work in any NHS Board area in Scotland upon commencement of the 12 month work period.
- 4.9 The Student's earnings from NHS dentistry in Scotland, whether full- or part-time, will represent not less than 80% of their total earnings for each twelve month period that counts towards their commitment (hereinafter called the "agreed commitment").
- 4.10 The Student undertakes to provide as soon as reasonably practical to NES the name and address of their employer or the name and address of the dental practice where they work and any changes to this information until the agreed commitment has been completed. The Student agrees to provide verifiable confirmation in writing (and for this purpose writing includes electronic formats) of the percentage which the Student's NHS earnings bears to their total earnings for each twelve month commitment period. Verifiable information includes a certificate in writing from a qualified accountant or a P60 from an employer. Further guidance will be issued in due course on how and when this information should be submitted.
- 4.11 Failure to meet these requirements will be treated as a Default of the Grant conditions. Voluntary failure to meet the agreed commitment will be treated as a Default and the full Grant funds received by the Student for the commitment period, or a pro rata share, must be repaid to the Scottish Ministers.

5. Confidentiality and Data Protection

- 5.1 All information submitted to the Scottish Ministers may need to be disclosed and/or published by the Scottish Ministers. Without prejudice to the foregoing generality, the Scottish Ministers may disclose information in compliance with the Freedom of Information (Scotland) Act 2002,

any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure. Further, the Scottish Ministers may also disclose all information submitted to them to the Scottish or United Kingdom Parliament or any other department, office or agency of Her Majesty's Government in Scotland, in right of the Scottish Administration or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Scottish Ministers shall if they see fit disclose such information but are unable to impose any restriction upon the information that it provides to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement.

- 5.2 For the purposes of administering the Grant, the Scottish Ministers are the data controller and will comply the Data Protection Act 1998 and other relevant legislation. The Student acknowledges and agrees that the Scottish Ministers may use the information (including personal data) provided by the Student in connection with the Grant for all purposes related to Grant administration. The Student further agrees to that the Scottish Ministers may share the Student's information with the University at which the Student undertakes the BDS, the NHS Education for Scotland and with the Student Awards Agency Scotland for the purposes of Grant administration.

6. Default and Recovery etc. of Grant

- 6.1 The Scottish Ministers may re-assess, vary, make a deduction from, withhold, or require immediate repayment of the Grant or any part of it in the event that:
- 6.1.1 The Student commits a Default;
 - 6.1.2 The Scottish Ministers consider that any change or departure from the purposes for which the Grant was awarded warrants an alteration in the amount of the Grant;
 - 6.1.3 The Student fails to comply with the Conditions of Grant, in particular as set out in Clause 4.
- 6.2 Notwithstanding the provisions of this clause 6, in the event that the Student is in breach of any of the Conditions, the Scottish Ministers may, provided that the breach is capable of a remedy, postpone the exercise of their rights to recover any sum from the Student in terms of clause 9 for such period as they see fit, and may give written notice to the Student requiring him or her to remedy the breach within such period as may be specified in the notice. In the event of the Student failing to remedy the breach within the period specified, the Student shall be bound to pay the sum to the Scottish Ministers in accordance with the foregoing provisions.
- 6.3 Any failure, omission or delay by the Scottish Ministers in exercising any right or remedy to which they are entitled by virtue of clauses 6.1.to 6.2 shall not be construed as a waiver of such right or remedy.

7. Assignment

The Student shall not be entitled to assign, sub-contract or otherwise transfer its rights or obligations under the Agreement.

8. Termination

The Agreement may be terminated by the Scottish Ministers giving not less than 3 months' notice in writing from the date of the notice being sent.

9. Continuation of Conditions

- 9.1 These Conditions, except for Condition 6, shall continue to apply for a period of 5 years after the end of the last month in which the work commitment referred to in Condition 4.5 or 4.6 (as applicable) has been completed.
- 9.2 Condition 6 shall continue to apply until the end of the period referred to in that Condition.

10. Governing Law

This contract is governed by the Law of Scotland and the parties hereby prorogate to the exclusive jurisdiction of the Scottish Courts.

If you wish to accept the offer of this Grant on the whole terms and conditions as set out in the letter and annexed Schedule, you should sign and date both copies of the Grant Acceptance below and return one copy of the offer of Grant to your university, together with your completed application form and any supporting evidence. You should retain the second copy of the offer of Grant and Schedules for your own records.

GRANT ACCEPTANCE

I accept the foregoing offer of Grant by the Scottish Ministers dated _____ on the whole terms and conditions as set out in the Agreement and annexed Schedule. Signed:

Print Name:

Date:

Signed:

Signed for and on behalf of Scottish Ministers

Print Name:

Position:

Date:

Signed:

SCHEDULE

DEFINITIONS

“Agreement” means the agreement constituted by the Scottish Ministers’ invitation to apply for a grant, the Grantee’s Application, these Conditions and the Student’s acceptance of these Conditions;

“Conditions” means these grant conditions;

“Default” means:

- a) Any breach of the Conditions or obligations of either party under this Agreement (including, but not limited to, any breach of any undertaking or warranty given under or in terms of this Agreement);
- b) Any failure to perform or the negligent performance of any obligation under this Agreement;
- c) Any breach of any legislation; or
- d) Any negligence or negligent or fraudulent miss-statement or misappropriation of Grant, or any other default,

In all cases by either party, its employees, agents or representatives;

“Financial Year” means a period from 1 April in one year until 31 March in the next;

“General dental services” are as defined in the National Health Service (Scotland) Act 1978;

“Grant” means the grant offered by the Scottish Ministers to the Student as specified in the Award Letter, as varied from time to time in accordance with these Conditions;

“Grant Scheme” means the purpose for which the Grant has been awarded as described in the Offer of Grant;

“Student” means the person to whom the Grant will be payable as specified in these Conditions;