

Terms & Conditions

Teaching Bursary Scheme



Skills Development Scotland ("SDS")

Teaching Bursary Scheme

Applicant Terms and Conditions

T&C v20230605a
issued 5th June 2023

1. Eligibility

1.1. An applicant (the "Applicant") will be eligible to apply for a teaching bursary of £20,000 (a "Bursary") in respect of a one year graduate Diploma in Education ("PGDE") for Initial Teacher Education ("PGDE (ITE)") where all of the following criteria are met by the Applicant:-

1.1.1. the PGDE (ITE) must be undertaken at one of the Universities (referred to in condition 1.1.2 below), commencing in or around August 2023 and resulting in the award of provisionally registered teacher status (SPR), to teach the following (referred to in this document as the "Relevant Subjects" or "Relevant Subject" as appropriate):-

- a. one or more of the following secondary school subjects - chemistry, computing science, home economics, mathematics, physics or technological education; and/or
- b. Gaelic as a language/subject at secondary school level, Gaelic medium (teaching in Gaelic) for any secondary school subject or Gaelic medium (teaching in Gaelic) at primary school level;

For the avoidance of doubt, an application for a Bursary ("Application") will not be ineligible if it includes dual qualifications to teach at secondary school level where at least one of the qualifications is to teach a Relevant Subject, but any teaching subject included in the dual qualification that is not listed in condition 1.1.1 (a) or 1.1.1 (b) is not and will not at any time be deemed to be, a 'Relevant Subject'.

1.1.2. the Applicant has, prior to the date of submitting the Application, an offer of a place to study for the PGDE (ITE) commencing in or around August 2023 at one or more of the following universities:

- The University of Glasgow;
- The University of Edinburgh;

- The University of the Highlands and Islands (including relevant courses delivered at Sabhal Mòr Ostaig Gaelic College);
- The University of Dundee;
- The University of Aberdeen;
- The University of Strathclyde;
- The University of the West of Scotland;
- Edinburgh Napier University;
- Queen Margaret University;

(individually “University” and collectively “Universities”);

- 1.1.3. the Applicant, as at the date of submitting the Application, holds a degree qualification from a higher education establishment at the level of second class honours upper division (2:1) or above (or such equivalent from an establishment out with the UK, as approved by SDS having sought verification from the relevant University) in subject areas which would, in SDS’s sole opinion contain the required content for an Applicant to teach one of the Relevant Subjects, following completion of the PGDE (ITE). Where a 2:1 or above is not held, Applicants must alternatively meet the first degree entry criteria for their chosen PGDE (ITE) course and hold a Masters at SCQF Level 11 qualification (or above) in a subject deemed to be relevant by the University;
- 1.1.4. the Applicant, at the date of submitting the Application for a Bursary, will have been in paid employment (other than as a teacher in a school in Scotland) for a period of at least 36 months out of the 84 months immediately preceding the date of the Application, and on the basis that:
 - 1.1.4.1. an Applicant will be deemed to have been in paid employment notwithstanding any period (a) of maternity leave, paternity leave and/or adoption leave, during this period; (b) of sabbatical which had been fully approved by the Applicant’s employer, provided that the Applicant can provide evidence of an agreed arrangement for the Applicant’s return to work (to the satisfaction of SDS); (c) of long-term sickness due to illness or disability provided that the Applicant can provide evidence of continuing employment while absent, to the satisfaction of SDS, and/or (d) during which the Applicant was on furlough, provided the Applicant can evidence to SDS’s satisfaction that they remained in employment at that time;
 - 1.1.4.2. an Applicant will be deemed to have been “in paid employment” for the purposes of these Terms and Conditions where the Applicant is able to provide written evidence in the form of payslips, P60, P45 or other employer provided evidence that clearly demonstrates the Applicant meets the minimum employment criteria for the Bursary. For self-employed Applicants, invoices or other suitable documentation that clearly demonstrates the Applicant meets the minimum employment criteria will be required. In addition, if requested by SDS, the Applicant must provide evidence to SDS of HMRC self-employment registration for example, but not limited to, providing copies of their SA100 paperwork for the relevant time period. Any Applicant who is a director of a

limited company or in a partnership should provide, in addition to demonstrating they meet the minimum employment criteria, suitable evidence of registration at Companies House or, in the case of a partnership, registration with HMRC. To the extent that any evidence submitted by any Applicant is in any language other than English, SDS reserves the right to (i) obtain a translation into English, the cost of which the Applicant shall be required to pay within 14 days of any demand from SDS, and/or (ii) require the Applicant to provide a translation of the relevant documents in English to SDS's entire satisfaction;

1.1.4.3. an Applicant will be deemed to have been "in paid employment" for the purposes of these Terms and Conditions where the Applicant is undertaking a full time remunerated PhD (and will not be deemed to be undertaking a Full Time Education Course as defined in condition 1.1.5 below) as long as work related to their PhD contains elements of teaching with students such as, (but not limited to) lab work, tutorial work and marking, of which SDS shall be the sole judge; and

1.1.4.4. an Applicant who is able to provide written documentary evidence, to the satisfaction of SDS, that clearly demonstrates they have been in receipt of Carer's Allowance for 36 months of the 84 month period will be deemed to meet the "paid employment" aspect of the eligibility criteria.

1.1.5. the Applicant finished their last Full Time Education Course no later than 30/9/20. (A 'Full Time Education Course' is any single course that is 7 months in advertised duration, or longer. The latest date of confirmation of all of the Applicant's results relating to the Applicant's Full Time Education Course shall be deemed to be the date on which the Applicant finished the Full Time Education Course).

1.1.5A Where:-

- (i) an Applicant finished any Full Time Education Course(s) after 30/9/20, and
- (ii) the advertised duration of each of the course(s) referred to in condition 1.1.5A (i) added together, do not exceed 12 months,

those specific courses **shall not** be considered Full Time Education Courses, except as set out in condition 1.1.5B below.

1.1.5B Where an Applicant:-

- (i) finished a Full Time Education Course in 2020, and
- (ii) finished a subsequent Full Time Education Course, which course had commenced within the 12 month period following the date the Applicant finished their Full Time Education Course in 2020

that subsequent course **shall** be considered a Full Time Education Course.

1.1.6. Irrespective of whether the Applicant applies for SAAS funding or not, the Applicant meets all the eligibility criteria for SAAS tuition fee support applicable at the date of the Application;

1.1.7. the Applicant is not, as at 1 August 2023 (or such alternative date as SDS may specify from time to time) ("the Relevant Date") or at any time thereafter, in receipt of any other subsidised funding issued by or on behalf of the Scottish Ministers; and

- 1.1.8. the Applicant has not previously received any STEM or Gaelic bursary funding or similar.
- 1.2. The Applicant must (subject to condition 1.3) submit such documentary evidence to SDS, as is requested by SDS, in respect of the eligibility criteria referred to above and the Applicant will only be deemed eligible to apply for the Bursary where SDS is satisfied that the eligibility criteria have been fulfilled, on the basis of the evidence supplied.
- 1.3. Applicants may as an alternative to the requirements set out in condition 1.1.4 provide evidence to SDS's satisfaction that they fall within one of the following categories: -
- 1.3.1. an Applicant who has been granted refugee status (or expects to be granted such status at some time prior to the Completion Date) in the United Kingdom and has been ordinarily resident in the United Kingdom, the Channel Islands or the Isle of Man at all times since receiving such status or who is the spouse, civil partner or child of such a person, provided the Applicant exhibits (as soon as reasonably practicable after it is available) to SDS, a letter from the Home Office of the United Kingdom government stating that said individual has been recognised as a refugee and awarded leave to remain in the United Kingdom, as a refugee, or being the spouse, civil partner or child of such a person;
 - 1.3.2. an Applicant who is an Iraqi national where they have been allowed to enter the United Kingdom with "indefinite leave to enter" under the Locally Engaged Staff Assistance Scheme, also known as the Iraqi Direct Entry Scheme, or the child of such an individual, provided that the Applicant can provide evidence (to the satisfaction of SDS) of their having been granted such indefinite leave to enter, or being the child of an individual who has been granted such leave;
 - 1.3.3. an Applicant who has been granted humanitarian protection to enter the UK under the Syrian Vulnerable Persons Relocation Scheme, or the spouse, civil partner or child of such an individual, provided that the Applicant can provide evidence (to the satisfaction of SDS) of their having been granted such protection, or being the spouse, civil partner or child of an individual who has been granted such protection;
 - 1.3.4. an Applicant who is an Afghan national who has been granted limited leave to remain under the Afghanistan Locally Engaged Staff Ex-Gratia Scheme, or is the spouse, civil partner or child of such an individual, provided that the Applicant can provide evidence (to the satisfaction of SDS) of their having been granted such limited leave to remain, or of being the spouse, civil partner or child of an individual who has been granted such leave;
 - 1.3.5. an Applicant who has been granted limited leave to remain in the United Kingdom as a stateless person under the immigration rules operated by the Home Department and who has been ordinarily resident in the United Kingdom and Islands at all times since that person was first granted such limited leave to remain in the United Kingdom; or is the spouse, civil partner or child of a such a person;
 - 1.3.6. an Applicant who has been granted discretionary leave to remain in the United Kingdom due to being identified as a victim of modern slavery and who has been ordinarily resident in the United Kingdom and Islands at all times since that person was first granted such discretionary leave to remain in the United Kingdom. For the purposes of this condition, "modern slavery" includes (but is not limited to) human trafficking, slavery, servitude and forced or compulsory labour.

2. Approval of Application

- 2.1. Subject to condition 2.1A, SDS will aim to notify the Applicant, in writing, within 30 working days of receipt by SDS of the Application, as to whether it has been approved or rejected. Following receipt of an Application SDS will request evidence to be sent by the Applicant. Failure by the Applicant to send in evidence within the requested timeframe may result in a delay in an overall decision on the success of the Bursary Application, or a rejection of the Application.
- 2.1A Where SDS issues an offer of Bursary to an Applicant holding a conditional offer from the relevant University, SDS's offer of Bursary shall be subject to the Applicant accepting an offer from the University and fulfilling all of the required conditions imposed by the University, no later than 31 December 2023. SDS shall be entitled to rely on the written confirmation from the relevant University to SDS (or on such additional or alternative means of communication as SDS and the Universities may agree from time to time) that the relevant conditions have been fulfilled, which University confirmation must be made available to SDS before 1 January 2024, failing which SDS's offer of Bursary shall be deemed to have been withdrawn. SDS shall not require to consider any other evidence. For the avoidance of doubt, no payments shall be due to be paid until SDS has received the required evidence from the relevant University that the Applicant has accepted the University's offer and fulfilled all such conditions.
- 2.2. Further to the Applicant accepting an offer (to undertake the PGDE (ITE) in academic year 2023/24), the relevant University will provide notification to SDS to this effect together with details of the Relevant Date and the proposed end date in respect of the PGDE (ITE) course (the "Completion Date"). Where an Application has been approved, SDS will, thereafter, notify the relevant University that the Application has been successful and provide all relevant details to the University in respect of the Applicant.
- 2.3. Payment of the Bursary will not be made by SDS, but by the relevant University (on behalf of SDS) to the Applicant in 10 monthly instalments, throughout the course of the PGDE (ITE) from September 2023 to June 2024, provided that the Applicant complies fully with these Terms and Conditions.
- 2.4. Payment of any instalment of the Bursary is conditional upon the Applicant having been granted and maintaining membership of the Protecting Vulnerable Groups scheme (or any equivalent scheme(s) that may replace the scheme).
- 2.5. Applicants should be aware that there is a volume cap on available Teaching Bursary Scheme bursaries and that Applications will not therefore be considered once the cap has been reached.

3. Commencement and Completion of PGDE (ITE) and any Change Of Course

- 3.1. The Applicant must commence the PGDE (ITE) for the approved Relevant Subject, with the relevant University, on the Relevant Date, remain in attendance on the PGDE (ITE) for the approved Relevant Subject for its full duration, and successfully complete it (gaining the relevant qualification) no later than the Completion Date.
- 3.2. The Applicant cannot defer either a successful Bursary award, or all or part of a successful Bursary award without written approval from the Teaching Bursary Scheme Team in an email from teachingbursaryinscotland@sds.co.uk (which approval may contain additional conditions). Any such approval (and any conditions) shall be at SDS's sole discretion. In the absence of any such approval, a successful Bursary award is only available in respect of PGDE (ITE) study undertaken in relation to the approved Relevant Subject commencing in August 2023 and completing in June 2024.

- 3.3. The Applicant shall notify SDS within 30 working days of having completed the PGDE (ITE) in the approved Relevant Subject and provide a copy of the PGDE (ITE) diploma (to the reasonable satisfaction of SDS).
- 3.4. Where the Applicant has accepted an offer of Bursary for a Relevant Subject, and the Applicant wishes to change their course, they must notify SDS via email at teachingbursaryinscotland@sds.co.uk immediately.
- 3.5. Where the Applicant has accepted an offer of Bursary to study a Relevant Subject set out in condition 1.1.1(a) and/or condition 1.1.1(b) it will be an event of default of these Terms and Conditions if the Applicant changes course at any time. The only exception is where the Applicant changes to an alternative Relevant Subject referred to in condition 1.1.1(a) or condition 1.1.1(b) (for completion within the same academic year), and the Applicant has fulfilled the notification obligation referred to in condition 3.4. The revised course will be considered to be approved on SDS's receipt of the relevant notification from the University confirming the change.
- 3.6. For the avoidance of doubt, any reference in these Terms and Conditions to 'approved' or 'approval' in relation to a course shall refer to the latest SDS approval in place for the Applicant, and not any superseded approval.

4. Additional Requirements

- 4.1. The Applicant must email teachingbursaryinscotland@sds.co.uk immediately, in the event that they withdraw from the PGDE (ITE) course for the approved Relevant Subject, or are not meaningfully engaged in the course, for a minimum aggregate period of 15 days. SDS's decision on whether an Applicant has been meaningfully engaged, or otherwise, shall be final.
- 4.2. Further to gaining the PGDE (ITE) in the approved Relevant Subject, the Applicant must complete their full probationary period teaching the approved Relevant Subject. The probation must be undertaken within a Scottish Local Authority Secondary school or Jordanhill Secondary School in Glasgow, or for Gaelic medium only, in either a Scottish Local Authority primary or secondary school, or Jordanhill Primary or Secondary School in Glasgow. The Applicant must thereafter become fully registered with the General Teaching Council for Scotland in the approved Relevant Subject, with documentary evidence of the above to be supplied (as soon as reasonably practicable) to SDS on request.
- 4.3. The Applicant's attention is drawn to conditions 5.1.2 and 5.2 below, which entitle SDS to recover Bursary payments and/or cease paying Bursary payments, where the Applicant fails to comply with any provision of these Terms and Conditions.

5. Default and Repayment

- 5.1. The occurrence of any of the following shall (subject to conditions 5.3 and 5.4) be an event of default:
 - 5.1.1. failure by the Applicant to remain a member of the Protecting Vulnerable Groups Scheme (or equivalent) until the end of the Completion Date;
 - 5.1.2. the Applicant is in breach of any provision of these Terms and Conditions;
 - 5.1.3. any information given to SDS by the Applicant is found to be false or misleading.
- 5.2. In the event of default, and at SDS' entire discretion the relevant University, on behalf of SDS, shall be entitled:

- 5.2.1. to demand that the Applicant repay the Bursary, or such proportion of the Bursary as SDS may reasonably determine, which shall be payable to the relevant University within 30 working days of demand;
 - 5.2.2. as an alternative, to give the Applicant written notice allowing the Applicant such period of time as SDS may reasonably determine, within which the Applicant is to remedy the default. In such circumstances, if the Applicant shall fail to remedy the default within such period of time, the relevant University (on behalf of SDS) shall be entitled to demand that the Applicant repay the Bursary, or such proportion of the Bursary as SDS may reasonably determine, to SDS within 30 working days of demand; and/or
 - 5.2.3. to withdraw any further payments under the Bursary.
- 5.3. SDS, at its sole discretion, can determine that an Applicant who would otherwise be treated as being in default in accordance with condition 5.1, shall not be deemed to be so where (i) the Applicant has used all reasonable endeavours to notify SDS in accordance with condition 4.1 above, and (ii) mitigating circumstances apply which shall include, but not be limited to:
- 5.3.1. an Applicant suffering from a serious illness or having been involved in a serious accident;
 - 5.3.2. the death of a spouse or other member of the immediate family of the Applicant;
 - 5.3.3. the Applicant being involved in legal proceedings requiring extended attendance at court as a witness or as a juror; and/or
 - 5.3.4. the Applicant being the victim of a serious crime.
- 5.4. An Applicant will not be treated as being in default in accordance with condition 5.1 where the Applicant has used all reasonable endeavours to comply with condition 4.1, and the cause of any such event of default is as a result of the Applicant taking maternity leave, and/or experiencing complications during pregnancy resulting in hospitalisation.

6. Data Protection

- 6.1. SDS shall require to obtain, process and share personal data relating to each Applicant for the purposes of processing Applications, implementing the bursary scheme, and enforcing SDS's rights under the scheme. Each Applicant shall require to provide information to SDS (and SDS's agents) about themselves through the application process. This information includes the Applicant's name, contact information and supporting evidence required for the purposes of the Application, details of the Applicant's achievements and progress, and information requested in SDS's equalities monitoring form. SDS will also require to share some or all of the Applicant's information with other bodies. Full details of the information SDS collects about an Applicant, how it uses it, who it shares it with and other information about the Applicant's rights in relation to SDS's use of the information are available in the SDS Privacy Notice for the Teaching Bursary Scheme, available on the SDS web page containing its privacy notices (<https://www.skillsdevelopmentscotland.co.uk/about/policies/privacy/>).
- 6.2. The Privacy Notice may be amended from time to time, as permitted by applicable data protection legislation.
- 6.3. As set out in the Privacy Notice, SDS is entitled to process the Applicant's information under the applicable data protection legislation. The Applicant's consent is not therefore required.