



Undergraduate Awards and Bursary funding: Terms and Conditions for recipients of funding

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1. Definitions

The terms “we” and “our” refer exclusively to the New Model Institute for Technology and Engineering (“NMITE”) as a legal entity and not to any specific individuals.

“Academic Year” means the student’s year of academic study. This may be, for example, September – August or January – December depending on the month of intake or the programme of study.

“Programme” means a programme of study offered by NMITE, for which Tuition Fees apply. This includes part time and short courses.

“Regulations” means the NMITE’s academic regulations.

“Financial Award” means any Scholarship, Bursary or Prize governed by these terms and conditions. These terms are often used interchangeably but NMITE understands them to mean the following:

- **Bursaries:** are given for financial need to support Students meeting specified Widening Participation criteria in line with NMITE’s Access and Participation Plan. They are often means-tested and, as long as the candidate meets the admissions criteria for the Programme they have applied for, there are no specific academic requirements. There are no obligations from Award Recipient to Award Benefactors.
- **Scholarship:** can be given for many reasons, but often recognise or celebrate a particular characteristic such as gender, geographical location, sporting talent, contribution to community service, etc. Successful applications will need to meet specific criteria specified by the Financial Award. There **may** be some obligations from Award Recipients to Award Benefactors. These are not means-tested.
- **Prize:** recognises a specific achievement or success in an activity.

“Discretionary Financial Award”: There is a third party, for example the Award Benefactor, who has an interest in the administration of the Financial Award

“Non-discretionary Financial Award”: Responsibility for the administration of the Financial Award has been delegated to NMITE

“Award Benefactor” means any party who has provided funding for the Financial Award. This may be an individual or an organisation.

“Student” means any individual who is formally enrolled in one of NMITE’s Programmes.

“Successful NMITE Applicant” means any individual who has been formally offered a place on one of NMITE’s Programmes.

“Award Applicant” means an NMITE Student or Successful NMITE Applicant who has applied for a Financial Award.

“Award Recipient” means a Student in receipt of a Financial Award.

“W P Data” means a special category of personal information as defined by the DPA 2018.

2. Scope

These Terms and Conditions apply to NMITE’s financial support framework for Students and Successful NMITE Applicants. They apply to Financial Awards made under the terms of NMITE’s Access and Participation Plan and to an agreed list of Financial Awards supported by NMITE benefactors. These guidelines do not cover financial support made under government loan or grant frameworks.

3. Financial Award Administrators

- 3.1 The Financial Awards Committee (FAC) is responsible for reviewing, granting and administering student financial awards at NMITE to ensure efficiency, transparency, and impact.
- 3.2 Non-discretionary Financial Awards
 - 3.2.1 The FAC has the final say on naming the Award Recipient.
 - 3.2.2 The FAC is responsible for any decisions relating to the deferral or withdrawal of the Financial Award.
- 3.3 Discretionary Financial Awards:
 - 3.3.1 The FAC has the final say on naming the Award Recipient. Their decision may be subject to input from the Award Benefactor.
 - 3.3.2 The FAC is responsible for any decisions relating to the deferral or withdrawal of the Financial Award. This will be done in consultation with the Award Benefactor.

4. Obligations of Award Applicants and Students

- 4.1 An individual may apply for a Financial Award:
 - 4.1.1 at the time of applying to study at NMITE;
 - 4.1.2 once they are in receipt of a formal offer to study at NMITE;
 - 4.1.3 when they are a Registered Student.

The application process will vary depending on the Financial Award.

- 4.2 To be considered for a Financial Award, the Award Applicant **must** comply with all requests for information to establish eligibility for the Financial Award within the timeframes specified.
- 4.3 The Award Applicant **must** meet the eligibility criteria for any Financial Awards they would like to be considered for.
- 4.4 Once a Financial Award has been offered and accepted, the Award Applicant **must** be formally enrolled on to their Programme before the course start date in order to receive payment of their Financial Award.
- 4.5 If an Award Recipient has not enrolled on to their Programme or provided sufficient evidence of eligibility, the Financial Award will be withdrawn and offered to another eligible student.
- 4.6 Discretionary Financial Awards may be subject to additional Terms and Conditions, stipulated by the Award Benefactor. These will be made clear during the application process for the Financial Award.
- 4.7 While failure to meet the Terms and Conditions described in 4.6 may result in the withdrawal of the Financial Award by the Award Benefactor, this will not impact the Award Recipient's progression on their Programme.
- 4.8 If the Award Recipient no longer meets the Financial Award eligibility criteria, their Financial Award **may** be withdrawn at the discretion of the Financial Awards Committee. The Award Recipient should refer to the specific Financial Award criteria for further information.
- 4.9 An Award Applicant **may** apply for multiple Financial Awards, but they can only be in receipt of one Financial Award plus any additional hardship funding if eligible. If successful in their application for more than one Financial Award, the recipient may elect which one they wish to receive.
- 4.10 Once in receipt of a Financial Award, an Award Recipient cannot exchange one Financial Award for another.

5. Payment of a Financial Award

- 5.1 Financial Awards will only be paid once the Award Recipient has enrolled on to their Programme at NMITE.
- 5.2 Most Financial Awards will be paid in three equal instalments during the Academic Year. The Award Recipient will be notified in their Award email about the payment schedule.
- 5.3 The payment method will be by credit against NMITE invoice for either fees or NMITE accommodation.
- 5.4 If NMITE has made an error in calculating the Financial Award and as a result the Award Recipient receives an additional discount or payment to which they were not entitled, NMITE **may** request that the Award Recipient repays the additional amount.

6. Award duration and deferral

- 6.1 Multi-year Financial Awards will be renewed annually for Award Recipients to ensure continued eligibility for the award. The Financial Award will not be continued if they are no longer eligible.
- 6.2 Award Recipients who fail to progress on academic grounds and are required to repeat their modules **may not** receive the Financial Award until they progress to the next level of study. Individual circumstances will be considered in this case and the Award Recipient should consult with the Financial Awards Committee.
- 6.3 If the Award Recipient chooses to defer their year of entry to an NMITE Programme, they will be required to reapply for a Financial Award for the relevant year of entry.
- 6.4 If the Award Recipient wishes to transfer to a different programme at NMITE, the Financial Award **may** be transferred subject to the Award Recipient remaining eligible for the Financial Award and complying with these terms and conditions. The Award Recipient **must** receive written agreement from NMITE. For Discretionary Awards, this will be done in consultation with the Award Benefactor.
- 6.5 If the Award Recipient wishes to transfer from full to part time study the Financial Award **may** be allowed to continue at the discretion of the FAC. For Discretionary Awards, this will be done in consultation with the Award Benefactor. In such cases the duration and amount of the Financial Award **will** be adjusted. Any exceptions to these terms must be agreed in advance by the FAC.

7. Leave of absence

- 7.1 If an Award Recipient takes a Leave of Absence, the financial award will be paused for the duration of the absence. They will be eligible to receive the outstanding amounts of their Financial Award upon their return to NMITE as long as they still meet the eligibility criteria. Continued eligibility will be assessed on a case-by-case basis by the FAC.

8. Suspension and Withdrawal of Financial Awards

- 8.1 The FAC has the right to terminate or suspend the Financial Award if the Award Recipient:
- 8.1.1 permanently leaves or is withdrawn from their course of study at NMITE;
 - 8.1.2 is found to be guilty of gross misconduct as stipulated in the relevant policies and procedures.
 - 8.1.3 has been found to be in breach of their Obligations as outlined in Clause 4;
 - 8.1.4 has been found to have secured the Award through fraud or misrepresentation;
 - 8.1.5 owes any money to NMITE and has failed, without good reason, to comply with a payment plan;
 - 8.1.6 has breached any of the terms and conditions of the Award, including bringing NMITE or the award benefactor into disrepute, or is no longer deemed eligible.
- 8.2 NMITE **may** demand the repayment of any instalments of the Award made to the Award Recipient in the circumstances set out in 8.1 above.
- 8.3 NMITE **may** suspend payment of an Award whilst determining whether an Award should be terminated in accordance with Clause 8.1.

9. Appeals

- 9.1 An appeal against a decision of the FAC may be made only on one or more of the following grounds:
- 9.1.1 Where the Award Applicant provides written evidence in support of a claim that the application for the Financial Award was adversely

- affected by extenuating circumstances, which the Award Applicant was unable or, for valid reasons, unwilling to divulge before the FAC reached its decision;
- 9.1.2 Where Award Applicant provides written evidence that they have not been considered for an award because of an administrative or procedural error;
 - 9.1.3 Where the Award Applicant provides written evidence that the awarding procedure was not conducted in accordance with NMITE's policies and procedures, including but not limited to: NMITE Anti-Corruption and Bribery Policy, NMITE Code of Ethics, NMITE Code of Practice, NMITE Conflict of Interest Policy;
 - 9.1.4 Some other material irregularity relevant to the FAC's decision has occurred;
- 9.2 An appeal **may not** be made on any ground which:
- 9.2.1 disputes a decision which was arrived at following due process;
 - 9.2.2 has already been considered and rejected by the FAC, unless additional evidence in support of the original claim is provided for the purpose of the appeal, and there is a valid reason why the additional evidence was not submitted with the original claim.
- 9.3 Appeals must be made in writing to the CEO within 1 month of any decision made by the FAC.

10. Use of data

- 10.1 An Award Applicant **will** be required to submit personal information in order to be considered for a Financial Award.
- 10.2 An Award Applicant **may** be required to submit Widening Participation (WP) data / information during the Financial Award application process. This **may** include information about protected characteristics such as gender, ethnicity and disability. It **may** include information about personal circumstances and socio-economic background such as household income.
- 10.3 The data as described in Clause 10.2 **will** be used to assess eligibility for Financial Awards where allocation is based on the WP criteria.
- 10.4 The data as described in Clauses 10.1 and 10.2 **will** be used to shortlist candidates for any Financial Award where the number of Award Applicants is greater than the number of Financial Awards available.
- 10.5 Where a Financial Award is offered in partnership with an Award Benefactor, the data as described in Clauses 10.1 and 10.2 **may** be

shared with the Award Benefactor in order to allocate the Financial Award. This data will be anonymised before it is shared with the Award Benefactor.

- 10.6 Where an Award Recipient receives a Financial Award offered in partnership with an Award Benefactor, NMITE **may** give the Award Benefactor information shared by the Award Recipient in their Financial Award application. This is done on a need-to-know basis, in accordance with the Student Privacy Notice. Any academic information such as subsequent assessment results and any changes to the Award Recipient's study will be done with the explicit consent of the student.
- 10.7 NMITE **will** provide the Award Recipient with information about the Award Benefactor, as appropriate.
- 10.8 Where an Award Applicant is required to submit WP data / information within their Financial Award application, NMITE **may** use their data to provide them with relevant information and advice about any support services offered by NMITE that may help them to succeed in their studies, in line with our Access and Participation Plan and Student Privacy Notice. The Award Applicant **will** be asked for prior consent as part of the application process.
- 10.9 For full details please refer to NMITE's Data Protection Policy and the Student Privacy Notice on the website.

11. General

- 11.1 NMITE reserves the right to vary these terms and conditions as it deems appropriate. NMITE **will not** change the terms and conditions without providing due notice to Award Recipient.
- 11.2 By accepting payment of a Financial Award, a Student is deemed to have accepted these terms and conditions.
- 11.3 NMITE shall not be liable under, or be deemed to be in breach of, these terms and conditions for any delays or failures in performance or payments which result from circumstances beyond its reasonable control.

Author of Terms and Conditions	<i>Laura Perratt and Harriet Dearden</i>
Equality Impact Assessment (EIA) completed	
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Approval Authority	
Date of Commencement	
Amendment Dates	
Reason for update	<i>Minor changes</i>
Date for next review	
Related Policies, Procedures, Guidance, Forms or Templates	<i>NMITE Regulations</i> <i>NMITE Privacy Policy</i> <i>NMITE Access and Participation Plan</i> <i>NMITE FAC Terms of Reference</i> <i>Student Bullying and Harassment Policy</i> <i>Student Contract – Terms and Conditions</i> <i>Student Drug and Alcohol Policy</i> <i>Student Handbook</i> <i>Student Sexual Misconduct Policy</i> <i>Student Privacy Notice</i> <i>NMITE Data Protection Policy</i> <i>Student Disciplinary Procedure</i>
Policies superseded by this Policy	
Summary of changes made to this version	<i>Clarification in paragraph 5.3</i> <i>Update to appeal process in 9.3</i> <i>Addition of W P Data as a definition</i>