

THE UNIVERSITY OF BIRMINGHAM

ARTICLE 26 SCHOLARSHIP

Terms & Conditions

1. Definitions

1.1 “Academic Year” means the University’s year of academic study.

1.2 “Award” means the award of an Article 26 Scholarship by the University to the Student who fully meets the criteria.

1.3 “Leave of Absence” means the temporary withdrawal by a Student from the University (including for reason of pregnancy or on other medical or personal grounds), such withdrawal being approved by the Student’s School, administered by Registry and resulting in the Student ceasing to be registered with the University.

1.4 “Scheme” means the Article 26 Scholarship Scheme applied at the absolute discretion of the University.

1.5 “SLC agency” refers to Student Finance England (SFE), Student Finance NI, Student Finance Wales, the Students Awards Agency for Scotland (SAAS) and the SLC’s Non UK Team.

1.6 “Student” means a registered undergraduate student at the University who commences their studies in academic year 2016-17 or later, is domiciled in the United Kingdom.

1.7 “The University” means the University of Birmingham, Edgbaston, Birmingham B15 2TT.

2. Award

2.1 Whenever the University agrees to make an Award to a Student the following terms and conditions shall apply unless otherwise expressly excluded in whole or in part.

2.2 The Award is valid for each Academic Year of the Student’s undergraduate study. The scholarship will not cover repeat years of study.

3. Eligibility

3.1 The Student’s eligibility to receive an Award is subject to:

3.1.1 the Student being an asylum seeker or the partner/dependant of an asylum seeker or an asylum seeker/ partner/ dependant who has been granted Discretionary Leave (DL) or some other form of legal temporary immigration status

- 3.1.2 the Student being unable to access funding to cover tuition fees through the relevant SLC agency
 - 3.1.3 the Student being able to provide a supportive reference from their school/ college or voluntary group
 - 3.1.5 the Student accepting an unconditional offer from the University when examination results are known
 - 3.1.6 the Student demonstrating commitment and motivation to the chosen degree programme at interview
- 3.2 The Student must inform the University immediately if there is a change in their immigration status which affects eligibility for government financial support. If the Student becomes eligible for student finance, they would be expected to apply for this in the following academic year.

4. Selection

- 4.1 The Scholar's eligibility to receive the Scholarship is determined at the absolute discretion of a University Selection Panel on the basis of assessment of the eligibility criteria set out in clause 3.
- 4.2 The scholarship is not available to students on four year courses or to those on courses requiring professional placements.
- 4.3 When more than one applicant meets the eligibility criteria, priority will be given to an applicant who demonstrates personal resilience, motivation to study the degree subject, potential contribution to University life (assessed at interview). The panel will also consider prioritising a candidate who lives within commuting distance of the University because the award does not cover accommodation or maintenance costs.

5 Payment

- 5.1 Payment of the Award shall normally be made by way of a full remission of tuition fees.
- 5.2 No payment will be made directly to the Student.

6. Termination

- 6.1 In any of the circumstances set out in this clause below the Award shall be withdrawn and the University shall make no (or no further) payments of the Award:
- 6.1.1 the Student is legally required to leave the country
 - 6.1.2 the Student permanently leaves the University due to illness (whether or not following a Leave of Absence)
 - 6.1.2 the Student leaves the University voluntarily for reasons other than illness
 - 6.1.3 the Student transfer to another institution
 - 6.1.4 the Student is required to withdraw from the University pursuant to disciplinary or fitness to practise proceedings

6.1.5 the Student fails to progress to the following Academic Year for academic reasons

6.2 In the event that the Student takes, or is required to take, Leave of Absence during the Academic Year any payments will be held on account until such time as the Student has re-registered.

7. Student obligations

7.1 The Student consents to the Funding, Graduation & Awards Office monitoring progress through the degree programme and to the University providing periodic reports to the Article 26 project of the Helena Kennedy Foundation on the Student's academic progress

7.2 The Student agrees to be featured in any University publication with a photograph and details of the Student's interests and achievements with the purpose of publicising the scholarship

7.3 The Student agrees to sign the Article 26 Student Contract.

8. Miscellaneous

8.1 The Award will remain valid notwithstanding the Student transferring to another course or programme of study at the University.

8.2 Any dispute or complaint arising in connection with the Scheme should be raised in the first instance through the Funding, Graduation & Awards area of the Student Hub at <https://intranet.birmingham.ac.uk/student/student-hub/solution.aspx?nodeId=3343>.