

November 2004/01

Institutions are now invited to submit access agreements for approval.

Institutions that decide to raise their tuition fees above the standard level in 2006-07 are required to submit an access agreement to OFFA. This document provides guidance to institutions wishing to produce an access agreement.

Producing Access Agreements

OFFA guidance to institutions

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office for fair access

Foreword

Dear Colleagues

When Parliament agreed to allow institutions to charge variable tuition fees for full-time home and EU undergraduates from 2006, it did so on certain conditions. The first of these was to ask institutions to ensure that they have in place bursary systems to assist students with the least financial resources to accept and

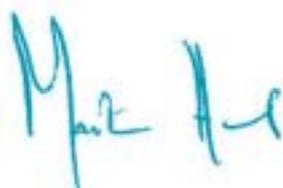
benefit from places on higher education courses. The second was that institutions should continue to make all reasonable efforts to ensure that their range of applications are as socially inclusive as their entry criteria permits, building on and further developing the many initiatives already found across the sector. My role as Director of Fair Access is to work collaboratively with institutions to establish how these conditions may be met.

As I see it fair access to higher education is about ensuring equality of opportunity for all those that have potential to benefit from it, irrespective of their background, schooling or income. It is an issue that is already central to most institutions' missions and plays an important part in the continuing drive to widen participation. Fair access is not about interfering with admissions, lowering standards, setting arbitrary targets or standing in the way of the valuable work that is already being done by institutions. My past experience working in the sector has led me to understand and respect institutional autonomy and it is on this basis that I am determined to work with the sector.

My primary duty as Director of Fair Access is to safeguard and promote fair access through the approval of access agreements. However, this is not a task that can be achieved by one individual or institution; this must be the responsibility of the sector as a whole. Therefore whilst one of my key aims is to support all those engaged in this important activity, I hope to do this by working as collaboratively as possible with institutions in a way which does not add to their bureaucratic burden.

Time is short to put the agreements in place, but I hope this guidance, which builds on the letter of statutory guidance from the Secretary of State and the work of the DfES, will provide a sound basis for the whole sector to move forward.

With best wishes



Sir Martin Harris
Director of Fair Access



Producing Access Agreements

OFFA guidance to institutions

To	Heads of higher education institutions and further education colleges in England
Of interest to those responsible for	Strategic planning, Widening Participation, Heads of Finance, Marketing
Reference	2004/01
Publication date	November 2004
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Executive summary

Purpose

1. Institutions that decide to raise their full-time undergraduate tuition fees above the standard level in, or after 2006-07 are required to submit an access agreement to OFFA. This document provides guidance to institutions wishing to produce an access agreement.
2. Access agreements should set out how institutions will safeguard and promote fair access – in particular for students from low income groups – through bursary and other financial support and outreach work.
3. Institutions will need to have access agreements approved by the Director of Fair Access if they:
 - a Provide undergraduate higher education (HE) courses and;
 - b Receive funding directly from the Higher Education Funding Council for England (HEFCE) or the Teacher Training Agency (TTA) and;
 - c Wish to charge tuition fees for home/European Union (EU) undergraduates above the standard level in, or after 2006-07.

Action required

4. Access agreements can be submitted at any time from the date of this publication. For agreements submitted between now and **4 January 2005**, we will guarantee a decision by **11 March 2005**. For agreements submitted between 5 January 2005 and 18 March 2005 we will aim to announce decisions within a comparable timescale. In exceptional cases we will accept submissions, (for agreements for 2006-07), after 18 March 2005.

5. Agreements should be submitted via e-mail to accessagreements@offa.org.uk. See paragraphs 100-102 for further details

6. If institutions intend to submit an access agreement they are asked to let us know their likely submission date using the form in Annex A. This form should be sent to accessagreements@offa.org.uk by **26 November 2004**. Forms can be downloaded from the OFFA web-site (www.offa.org.uk).

Note on the guidance

7. This guidance sets out our requirements but the detail is designed to be helpful rather than prescriptive. Within the guidance the words 'must' and 'should' indicate requirements, whilst other wordings (may, might, will, wish) are suggestions. We have tried to design the guidance to work with the grain of what institutions are already doing. In the event where an institution feels compliance would create an unnecessary burden it should contact us as soon as possible to discuss practical alternatives.

Introduction

8. The Office for Fair Access (OFFA) was established in the Higher Education Act 2004. OFFA aims to ensure that the introduction of variable tuition fees in 2006-07 does not have a detrimental effect on widening participation and that institutions are explicitly committed to increasing the participation rates of under-represented groups.

9. Institutions that decide to raise their full-time undergraduate tuition fees above the standard level are required to submit an access agreement to OFFA. This agreement should set out how they will safeguard and promote fair access – in particular for students from low income groups – through bursary and other financial support and outreach work.

10. OFFA is led by the Director of Fair Access to Higher Education, Sir Martin Harris. Sir Martin Harris was appointed by the Secretary of State on 15 October 2004.

The Office for Fair Access

11. Our principal duty and task is to regulate the charging of variable tuition fees through the approval of access agreements, and to safeguard and promote fair access.

12. We also have a duty to protect academic freedom and believe in institutional autonomy. Therefore we do not regulate the content of courses, teaching or admissions policies or criteria. Institutions are not required to address these areas in their access agreements.

13. We will also look to share lessons learned from access agreements by working with other sector bodies and with institutions to assist in the development of policies which ensure fair access to higher education, whether full-time or part-time.

Objectives of OFFA

14. In conducting our duties we aim to ensure that the introduction of variable fees does not have a detrimental effect on widening participation.

15. In order to achieve this aim we will seek to secure agreements which indicate how institutions intend to:

- a. Support improvements in participation rates in higher education from under-represented groups.
- b. Where appropriate, increase the amount of funding available for bursaries and/or for outreach.

16. We will deliver these objectives by working as collaboratively as possible with institutions and in doing so will ensure that any burden caused to institutions is kept to a minimum.

Who needs to produce an access agreement?

17. Institutions will need to have an access agreement approved by the Director of Fair Access if they:

- a. Provide full-time undergraduate higher education (HE) courses and;
- b. Receive funding directly from the Higher Education Funding Council for England (HEFCE) or the Teacher Training Agency (TTA) and;
- c. Wish to charge tuition fees for home/EU undergraduates above the standard level in, or after, 2006-07.

Franchised courses and consortia

18. Further Education Colleges (FECs) must have their own access agreement if they are directly funded by HEFCE or the TTA for full-time HE courses for which they want to charge a higher fee (including Higher National Diplomas or Foundation Degrees).

19. If an HE course is funded through a partner institution, either through a franchise or consortia arrangement, and higher fees are charged, it is the responsibility of the lead institution to cover those courses in its access agreement. Any milestones and targets relating to the partner institution should also be covered in the agreement.

20. The lead institution in a funding consortium can present its partners' arrangements for fair access as a distinct section of its own access agreement if it is easier for them.

21. There is no expectation that institutions within a consortium will have the same access measures as each other. We recognise that each institution will have its own needs and priorities to address.

Aimhigher and collaborative arrangements

22. Many institutions are involved in effective collaborative work on widening participation. We welcome this and do not wish to alter these arrangements.

23. Some institutions may want to invest additional income into Aimhigher or other collaborative projects rather than concentrate solely on institutional measures. We fully support this intention and will count it towards an institution's investment in access measures, but would not expect this to be to the exclusion of institutional activity. The access agreement should highlight where additional investment has been made to Aimhigher activities.

24. Some institutions may wish to collaborate to the extent of producing joint access agreements, even where there are no formal course linkages. We will accept joint access agreements between HEIs and/or FECs that show institutions sharing resources for bursary and outreach activities. We would expect such an agreement to show the costs and benefits to each institution that is party to the agreement. Even where institutions do not produce joint agreements they may still want to detail any collaborative arrangements as part of their agreement.

What is an access agreement?

25. An access agreement will cover up to a five year period and could be a short document (4-8 sides of A4) setting out the fee limits an institution intends to set and the measures it intends to take to safeguard and maintain fair access.

26. Any institution that wishes to charge tuition fees for home/EU undergraduates above the standard level in 2006-07 will be expected to invest a proportion of its additional income in bursary and/or other financial support for students and/or outreach work, in order to attract increased numbers of applications to higher education from under-represented groups, in particular students from low income groups.

27. It is up to each institution to decide, dependent on its access needs and priorities, what proportions of additional variable fee income it assigns to bursaries and/or outreach and any other financial support. However we expect that institutions whose records suggest they have furthest to go in attracting a wider range of applications, may wish to invest more than others (see paragraph 29).

28. There is no assumption that institutions must commit additional income to fund both bursaries and outreach work.

29. One of the objectives of the Government's variable fee policy is to increase the resources available to institutions. The Secretary of State's guidance (www.dfes.gov.uk) indicates that the 'lion's share' of any additional income generated from charging higher tuition fees should be available to that institution to spend as it sees fit. Some institutions, that have announced their plans, have estimated that they will invest around one quarter to one third of their additional fee income in access measures. It may be appropriate for institutions that already attract a socially diverse range of applications to invest less than this.

30. Widening participation is important for all institutions and for many it is a central part of their mission. We appreciate that institutions will want to continue to produce strategies that cover the broader widening participation activities they undertake. We can see that this will be of benefit. Therefore, while we will only consider the information that is required and set out in this document to inform our decisions, if institutions would prefer to embed their access agreement within their overall strategy for widening participation we would find this entirely acceptable.

31. Institutions are required under legislation to publish their access agreements in a manner that is conveniently accessible to students. We will also make access agreements available via our own website (www.offa.org.uk) so that institutions and students will be able to assess and compare agreements.

Content of access agreements

32. Each access agreement must include information on:
- Fee limits.
 - Amounts of additional fee income to be spent on access measures.
 - Bursaries and other financial support for students.
 - Provision of information to students.
 - Outreach work.
 - Milestones.
 - Institutional monitoring arrangements.

These elements are discussed in more detail below.

Fee limits

33. An access agreement must set out the level of fees or fee limits an institution intends to charge.
34. The fee cap is expected to rise with inflation, through regulations published by the government each year.
35. Fees do not need to be set out on a course by course basis, unless a different limit is set for every course. Where institutions set fees for courses in groupings such as Departments or Faculties these should be stable groupings which are easily understandable to students.
36. The fees to be charged should be clearly set out and should be publicly accessible. Students should be told the cost of their tuition for the whole duration of their course before they accept a place. Institutions should make it clear to prospective students that tuition fees may be subject to annual inflationary rises.
37. Institutions should not be charging the new variable tuition fees to students who start their courses before September 2006.
38. Gap year students, who defer their places before 1 August 2005 and start in September 2006 will not have to pay variable tuition fees, but may be asked to contribute to the standard tuition fee depending on the level of their household income.

Amounts of additional fee income to be spent on access measures

39. Institutions should include estimates of the amount of additional fee income they expect to receive along with the estimated amount of investment in access measures, by completing the table in the cover sheet (shown for reference at Annex B). This information will not be published by OFFA.

Bursaries and other financial support for students

40. There is concern that students with the least financial resources may be put off applying to higher education because of the cost. To minimise the perceived deterrent of tuition fees, it is government policy that the poorest students should receive a total package of support that at least equals the amount of their tuition fees. 'Poorest students' in this context are those in receipt of the full Higher Education Maintenance Grant of £2,700 as it will exist in 2006. For students who will be on courses which charge more than £2,700, there will be a difference of up to £300 between the tuition fee and the state support they receive.
41. Regardless of any other bursary and financial support offered, institutions must, as a minimum, provide a commitment in their access agreements that this difference, of up to £300, will be met for those students on full state support. They must also specify how this commitment will be provided to the students.
42. Institutions do not have to provide details about the exact mechanics of how they will provide this support, but the agreement should detail what support is being provided (cash or fee remission) and how students will be assessed for eligibility. If institutions intend to sign up to the model bursary scheme as devised by the Universities UK (UUK)/Standing Conference of Principals (SCOP) advisory group on bursary schemes (see UUK inote 77) reference to this in the access agreement would sufficiently cover how bursary support will be met.
43. Institutions are also expected to raise the minimum bursary requirement each year to ensure that any inflationary rises in the fee limit do not create a gap between the fee charged and the support available.

44. Institutions may choose to go beyond the minimum bursary requirements and offer a wider range of financial support, for example providing greater support (beyond the minimum) to students receiving full state support, or providing support to students in receipt of partial state support. We recognise that fair access is an issue for all students, not just those who are full-time, therefore Institutions might also wish to provide an element of support for part-time students.

45. The access agreement should provide details of the:

- a type of bursaries or other financial support on offer.
- b level of bursary or financial support.
- c target groups and eligibility of students.

What will count as a bursary scheme?

46. For the purpose of the access agreement we will only count bursaries or financial support that are appropriately targeted with the specific intention of encouraging and supporting students who are under-represented in HE.

47. It is open to institutions to invest in whatever financial support they deem appropriate, but we will expect the majority of bursary schemes to be cash awards or fee waivers. We will consider any form of support where the institution can show a direct benefit to students from under-represented groups and where the bursary or support covers a necessary cost or essential item. If the support is offered in respect of an item or facility that the student would not necessarily use given the choice, we will exercise our judgment as to the extent that it meets the relevant criteria. In either situation we are keen that institutions should demonstrate appropriate targeting rather than a 'needs blind' approach in the context of their access agreement.

48. We are aware that institutions currently offer a variety of scholarships, for example in respect of academic attainment and/or in respect of specific subjects. We do not wish to discourage this. However, as support of this kind will not be exclusively beneficial to students from low income or other under-represented groups, only a proportion of the income spent on this financial support can in

general be counted as a bursary investment for the purpose of the access agreement.

49. Where there is no specific means testing, institutions should set out in their agreements, estimates of the proportions of students in receipt of the bursaries that will be from under-represented groups.

50. We are primarily concerned with additional activity and support. However, as evidence of their record in promoting fair access, institutions may choose to provide an indication of any existing targeted financial assistance they provide to students, beyond that awarded through the Access to Learning Fund. If institutions do provide this information, their access agreement should clearly state which support is new and additional, which sources of funding are being used and where any existing schemes have been extended.

51. For example, institutions may have secured additional funding from charitable or other sources to provide bursary support. Where this is being used as targeted support for those students from under-represented groups, this can be included in the access agreement and will be considered by us as part of the support package on offer. In order for this to count towards the investment in bursary support for the purposes of the access agreement, institutions should be able to show that the funding was secured in the last few years. Any more long running bursary schemes can be used to illustrate an institution's track record, but will not count as additional investment.

Eligibility for state support

52. Eligibility for full state support from 2006-07 is limited to home students (ordinarily resident in England). There is no legal obligation for institutions to provide the minimum bursary support for other UK students, but we expect that most institutions will choose to provide the same support to all UK students. This will be acceptable for inclusion as part of an institution's investment in access measures.

53. Institutions must fulfill their obligations under EU law to EU students. Depending on the terms used to describe the bursary or financial support that institutions offer to students, they may be liable to make support available to students from the EU.

Currently institutions are not obliged to give financial support awarded for maintenance purposes to EU students. However, if the support is fee related they may be obliged to offer it to EU as well as home students. If in doubt, institutions should seek their own legal advice.

Provision of information to students

54. In an environment where the cost of HE to the student is changing and variable across institutions, it is essential that all prospective students know exactly what they will have to pay and what financial support will be in place for the duration of their courses. Providing clear and accessible information on the financial support available to students will also be an important part of an institution's plans to attract and encourage more applications from under-represented groups.

55. Therefore, in the access agreement all institutions should specify how they intend to provide clear and targeted information to prospective students about the financial support they can expect to receive and the aggregate cost of their tuition if they are successful in gaining a place on a given course. We also hope that institutions will provide prospective students with illustrations of the net costs of studying on their courses as they have traditionally done with international students (i.e. include information on the cost of living alongside information on the institutional and state support that may be available to them). Institutions will not be required to list every possible source of financial support.

56. The access agreement should provide brief details about the provision of information for both existing and prospective students, detailing what information is provided; how, where, when and to whom.

57. When assessing an agreement we will consider both the information to be provided and how well it is targeted. For example, we would expect institutions to take responsibility for providing clear, easily accessible information rather than placing the onus on the student to seek out information.

Outreach work

58. Institutions that are seeking to attract more applications from under-represented groups may, in addition to any bursary and financial support

provided, choose to put more money into outreach activity to raise aspirations and attainment. This could include investment in collaborative work with other institutions or investment in Aimhigher.

How do we define outreach activity?

59. For the purposes of an access agreement, outreach work means any activity that involves raising aspirations and attainment and encouraging students from under-represented groups to apply to HE. Our judgments will be based on the measures that affect applications to HE.

60. We are aware that there is not necessarily a clear distinction between post and pre entry to HE work with students, as post entry support is an important factor in encouraging under-represented groups to apply. Where institutions can demonstrate how post entry support measures will be used to encourage applications from under-represented groups – for example through targeted tuition in a particular subject which might encourage a different type of student to apply – then this can be included in the access agreement and will be considered as investment in outreach activity.

61. Where institutions decide to fund outreach activities they should provide, in broad terms:

- a A description of the types of activities.
- b The target groups.
- c The reach of the activities (i.e. the estimated number of people/schools/colleges etc that will be affected).

62. Institutions should give a clear indication of whether activities listed are new or are extensions of existing schemes.

Milestones

63. Each institution should set its own milestones and objectives in order to monitor whether it is making progress in improving access.

64. Access agreements should include descriptions and definitions of any such milestones and objectives. Whilst it is for institutions to decide their own criteria for measuring their progress, we expect that there should be a statistical element to at least some of their objectives. Institutions may choose to

use milestones based on existing data that are already publicly available, such as HEFCE or Higher Education Statistics Agency (HESA) data, or they may choose to set milestones based on robust institutional data. If institutions do set milestones and objectives based on institutional data that is not publicly available, then baseline data to allow monitoring of progress should also be included.

65. We are aware that institutions may have concerns about setting milestones and objectives when there is uncertainty about the impact of variable fees. We would encourage institutions to set reasonably stretching targets based on realistic assumptions. Long-term milestones and objectives (i.e. for the end of the agreement – in most cases five years) should be accompanied by intermediate milestones/objectives and any key dates.

66. We will look at the progress made by institutions towards meeting their own milestones. However, if institutions have made all reasonable efforts to meet their milestones but fail to reach them, we will not see this on its own as a reason to impose a penalty.

67. We also hope that institutions will be innovative in devising access measures, but do recognise that this will carry an element of risk. We do not intend to penalise institutions if innovative approaches do not pay off.

68. If an institution recognises part way through an agreement that its original milestones and targets were unrealistic and significantly unachievable, then at any point it will be able to approach us with revised milestones and targets. Any revision to an institutions' milestones and targets will be subject to negotiation and approval by the Director.

69. Whilst it is for an institution to decide its own milestones, we will consider these in relation to comparator groups, and will enter into a dialogue with an institution if it initially appears to us that it is not intending to be sufficiently ambitious.

70. We recognise that for many institutions their efforts in widening participation have a more significant impact on applications outside of their own institution and they may want to consider how to demonstrate their contribution to participation rates in the sector. Therefore, collaborative milestones

and objectives – for example on a sub-regional basis – would also be acceptable. However an access agreement is made between an institution and OFFA and therefore we would also need to have a clear understanding of the impact that any collaborative target would have on any given institution.

Institutional monitoring arrangements

71. In their access agreements institutions should show how they intend to monitor their fulfilment of the agreement. They should include a brief description of how they intend to monitor measures set out in the agreement and progress towards milestones.

72. Details on how institutions will report to us are set out later in this document in paragraphs 86-89.

Approval process

73. To be approved, all agreements must contain the information required (see paragraph 32). Institutions are asked to complete a checklist to ensure that all the necessary information has been included. If information is missing or unclear it may be necessary for us to clarify or request additional information before we are able to reach a decision.

74. Each access agreement will be considered against the requirements set out in this guidance, with particular regard to whether the plans for bursaries and/or outreach are satisfactory, an appropriate amount of investment has been committed to access measures and that milestones are suitably challenging and realistic.

75. We will work closely with HEFCE and will share information to ensure that institutions are not providing the same information separately to different public bodies.

76. Institutions that have further to go in attracting an increased number of applications from under-represented groups will be expected to be more ambitious in their access agreements. In order for us to calibrate expectations as to which institutions this might apply to, we will look at a range of information that is publicly available. This information will be indicative only and it is open to institutions to provide further evidence of their track record in fair access and widening participation as they see fit.

77. There is less data available to assess the track record of FECs in widening participation, mainly due to the small numbers of HE students at these institutions. However it is generally recognised that FECs play an important role in widening participation. We will therefore not expect them to produce large amounts of evidence to demonstrate their track record.

78. FECs may have existing documents which include institutional data on student social class, or descriptions of current access and widening participation measures, which could be used as evidence of their track record.

What happens if an agreement is not approved?

79. We will seek discussions with institutions before any question of rejection arises. We will contact individual institutions to set out our concerns and to offer an opportunity for them to provide further evidence as to why the agreement should be approved, or to make amendments.

80. Institutions can take as little or as much time as they want to respond to us but should consider that any delay in their access agreement being approved could have an adverse affect on when they are able to confirm information to prospective students on their fee limits and bursaries.

81. We will reconsider the agreement and/or representations, within 10 working days of receipt of the amendments and either approve it or provisionally fail it.

Review procedure

82. If an access agreement is provisionally failed, an institution has 20 calendar days to apply for a review. The review body cannot overturn the decision but will look at the agreement and other relevant evidence and either uphold the decision or ask us to reconsider.

83. An institution can request a review on the following basis:

a It is presenting a material factor for consideration which for good reason it had not

published in its access agreement or in its representations to us.

- b It believes we have disregarded a material factor which should have been considered.
- c It thinks that the provisional decision is disproportionate in view of all the relevant facts.

84. We will consider the opinion of the review body and will respond to the institution with a final decision within 10 working days.

Conflicts of interest

85. We aim to make our assessment process as transparent as possible. Where a conflict of interest may be perceived to exist with the assessment of an access agreement or the decision making process we will, if necessary, seek a second opinion from an independent senior figure, or figures, before finalising the decision.

Monitoring/reporting process

86. Institutions are required to monitor their progress against plans and milestones set out in their access agreement.

87. We will expect a very brief annual monitoring report based on the information an institution itself will want to use to confirm that the commitments set out in the agreement are being met and to show the progress made towards meeting the milestones and objectives that the institution has set. This will inform our annual report to Parliament.

88. We will request this information via HEFCEs Annual Monitoring Statement for HEIs. FECs do not complete this return and will therefore be sent a separate return for completion at the end of July each year. We will work with HEFCE to share information and integrate our monitoring requirements as far as possible to minimise the burden on institutions. Further information will be available from OFFA in Spring 2007.

89. As part of our monitoring process and to develop good practice, we will be interested in talking to and visiting a sample of institutions each year to ask for further qualitative information about how things are working and what measures are effective.

Audit

90. Access agreements will be subject to audit. A risk based approach will be taken to meeting audit requirements.

Revising access agreements

91. Institutions will be free to vary fee levels up to the limits stated in their access agreement. Their impact on the funds to be invested in access measures can be reported on as part of the annual monitoring process and will not require a revised agreement.

92. Institutions can inform us of any minor changes through the annual monitoring process. However, for any major changes to the agreement, such as an increase in fee limit or a substantive decrease to the bursary schemes or outreach being undertaken, institutions will need to notify us and apply for a variation of their access agreement. This can be done at any point in the duration of the agreement. Any variation to an agreement is subject to approval by the Director.

93. The process and timescales for approving variations or revised access agreements will be the same as the initial approval process set out in this guidance.

Process and timetable for submission of access agreements

94. We will operate a flexible timetable for the submission of access agreements to allow institutions to fit the process within their own internal management functions. We will accept access agreements at any time from the date of this publication.

95. If an institution submits its agreement before or on **4 January 2005** with all the necessary information and there is no need for any negotiation or discussion, we will guarantee a decision on the access agreement no later than **11 March 2005**.

96. For institutions that submit between **5 January 2005** and **18 March 2005** we will aim to announce decisions in a comparable timescale and sooner if possible.

97. In exceptional cases we will accept submissions after 18 March 2005. However we believe that

decisions on access agreements will need to be made by 30 May 2005 at the latest to allow institutions time to get information on their fees and support published and available to schools and colleges before the summer holidays in 2005. We cannot guarantee to approve an access agreement submitted after 18 March 2005 in time for institutions to do this, but will always seek to process any application as quickly as possible.

98. Institutions are asked to let us know when they will be submitting an access agreement using the form in Annex A by **26 November 2004**. This will not be a binding date but will be helpful to us for planning purposes. Forms are available to download from our web-site (www.offa.org.uk) under 'Access agreements' and should be returned via e-mail to accessagreements@offa.org.uk.

99. This is a new process and this timetable is based on our development work. If for any reason we decide to alter the timetable on access agreements we will inform institutions as early as possible.

100. Access agreements should be produced as Word documents. There are no templates or prescribed formats for this, but institutions must submit the document with the cover sheet and checklist. An example cover sheet and checklist for access agreements is shown for reference in Annex B. An electronic version is available to download from our web-site (www.offa.org.uk), under 'Access agreements' and should be returned via e-mail along with the access agreement to accessagreements@offa.org.uk.

101. Institutions will receive an e-mail confirming receipt of their access agreement. If they have not received this within one week of submitting the agreement they should contact us.

102. Two paper copies signed by the head of the institution are also required. These should be sent to:

Carmen Brown
Office for Fair Access
Northavon House
Coldharbour Lane
Bristol
BS16 1QD

Process for submission of access agreements for 2007-08 onwards

103. Some institutions may not want to charge additional variable fees in 2006-07. We will be happy to consider agreements for subsequent years once we have processed the agreements for 2006-07. Institutions will need to submit agreements to us in good time for a decision to be made and to allow information to be provided to prospective students, ideally in prospectuses, for the year in which higher variable fees are to be charged. We would suggest that to do this, institutions would need to submit an agreement to us no later than September 2005 for an agreement for 2007-08.

Contact details

104. We would welcome early discussions with institutions about the development of their access agreements. Please contact us at enquiries@offa.org.uk or tel 0117 931 7171. Sector seminars will also be held in November to support institutions in the formulation of their agreements where the Director and support staff will be happy to discuss institutions' plans.

Annex A

Office for Fair Access – access agreement submission date and contact

Institutions are asked to send us an indication of their likely date of submission. This will not be binding but will be helpful to us for planning purposes. Forms are available to download from our web-site (www.offa.org.uk) and should be returned by e-mail to accessagreements@offa.org.uk by

26 November 2004

Institution:	
Name:	
Position:	
Telephone:	
E-mail:	
Estimated submission date:	

Annex B

Access agreements cover sheet and checklist

The following cover sheet and checklist can be downloaded from our web-site, (www.offa.org.uk). **This information will not be published by OFFA.** All fields must be completed. The access agreement is free format and should be submitted as a Word document.

Contact information

Principal contact for OFFA

Title:	
First name:	
Last name:	
Post held:	
Telephone:	
E-mail:	

Senior manager responsible for access agreement

Title:	
First name:	
Last name:	
Post held:	
Telephone:	
E-mail:	

Financial information

	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5
Total estimated additional fee income	£	£	£	£	£
Estimated amount of additional income to be spent on bursaries	£	£	£	£	£
Estimated amount of additional income to be spent on outreach	£	£	£	£	£

Annex C

Glossary

Fair access	Ensuring equality of opportunity for all those who have the potential to benefit from higher education, irrespective of their background, schooling or income.
Institutions	Providers of higher education that are directly funded by the Higher Education Funding Council for England (HEFCE) or the Teacher Training Agency (TTA).
Standard level of fee	The level of tuition fee that is set by the Government each year. In 2006 this will be £1,200.
Outreach work	Activities to raise aspirations and attainment and encourage more applications from under-represented groups.
Poorest students	Students who have a family income below £15,200 per annum and are entitled to full state support.
Under-represented groups	Groups that are currently under-represented in higher education and at the national level rather than at a particular institution or course, including: <ul style="list-style-type: none">• people from low income backgrounds• people from lower socio-economic groups• minority ethnic groups or sub-groups that are under-represented in HE• disabled people.
Variable fees	The full-time undergraduate tuition fees payable to an institution. Variable fees were introduced by the Higher Education Act 2004. Fee limits can be set between £0 and £3,000.

Annex D

Potential sanctions

105. We will look at the progress made by institutions towards meeting their own milestones. We will not penalise institutions for not meeting their milestones.

106. We will not penalise institutions for not meeting the commitments in their access agreements if they can demonstrate that all reasonable efforts have been made to comply with the agreement. Where progress has been less than expected, institutions will wish to investigate the reasons for this and, if necessary, make revisions to their plans.

107. Sanctions will only be used where we consider there has been a serious and wilful breach of the access agreement. For example, this could be when an institution has charged higher fees than set out in the agreement or has failed to provide bursary support to students according to the monetary values and eligibility criteria set out in its agreement.

108. Where there appears to be a serious breach, we will write to the institution setting out where we believe commitments have not been met. The institution will have 20 calendar days to respond with any representations before a decision about sanctions is made.

109. In confirmed cases where there has been a wilful and serious breach one or both of the following sanctions will be applied:

a A financial penalty. HEFCE or the TTA will be instructed to withhold part of the institution's grant, either as a temporary reduction until commitments have been honoured or a fine of up to £500,000. If an institution has charged students a fee that is above the level set out in its access agreement we will ask HEFCE or the TTA to withhold part of the grant until the excess fee has been returned to the students. This will be approximately 110 per cent of any difference between the fees charged and the level of fee permitted by the access agreement. Similarly if an institution has given an undertaking to provide bursaries and outreach work and has made no attempt to deliver these plans a

proportion of grant will be withheld until the commitment has been fulfilled. This would amount to approximately 110 per cent of the difference between actual and planned expenditure.

b On expiry of the access agreement, we will refuse to approve a new access agreement for a specified period.

110. Where a sanction is being imposed we will write to the institution setting out any financial penalties and the reasons for them. The institution will have a further 20 calendar days to respond with any representations before the sanction is carried out.

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