

October 2005/02

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**School Centred Initial Teacher Training (SCITTs) providers are invited to submit access agreements for approval.**

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SCITTs 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 SCITTs wishing to produce an access agreement.

# Producing Access Agreements

**OFFA guidance to School Centred Initial Teacher Training (SCITTs) providers**

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# Foreword

Dear Colleagues

When Parliament agreed to allow institutions to charge variable fees for full-time home and EU undergraduates (including postgraduate full and part-time Initial Teacher Training) from 2006, they were concerned that it should not have a detrimental effect on the participation rates of students from lower income families or other under-represented groups. The Act therefore included legislation to establish the Office for Fair Access (OFFA) to safeguard and promote fair access.

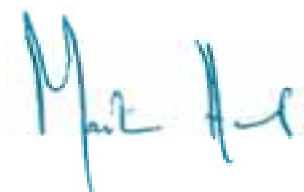


As I see it, fair access to higher education is about ensuring equality of opportunity for all those that have the potential to benefit from it, irrespective of their background, schooling or income. This is an important issue for all institutions, regardless of their size, or where they lie in the sector. It is already central to the mission of many institutions 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 across the sector.

My primary role as Director of Fair Access is to work collaboratively with institutions to ensure those that choose to charge higher than standard tuition fees from 2006, have in place bursary schemes to assist students with the least financial resources and, where necessary, invest in outreach measures to ensure that their range of applications is as socially inclusive as their entry criteria permit. This will be achieved through the approval and implementation of institutions' access agreements.

Given the tight timetable following OFFA's establishment, it was always right that we concentrated our initial efforts on supporting Higher Education Institutions (HEIs) and Further Education Colleges (FECs) - where the vast majority of students will study - to produce their access agreements. Now that the dust is settling, we are able to look more closely at other areas of the sector. I recognise the valuable role that SCITTs play in providing initial teacher training, but I'm also aware that SCITTs are not in the same position as HEIs and FECs in their capacity to deal with OFFA's requirements, having neither the resources of larger institutions, nor access to the same statistical information. Therefore, following discussions with the National Association of School Based Teacher Trainers (NASBTT), I have decided that it is appropriate to issue bespoke guidance on producing access agreements for SCITTs. This guidance is based on our earlier guidance for HEIs and FECs, but takes into account SCITTs' special circumstances. It has been produced in consultation with NASBTT.

Finally, in all of my experience working in education, I have always found that the best way to achieve the most satisfactory outcome is by working openly and collaboratively. I hope it is clear that this principle runs through our guidance, as does our intention to minimise any bureaucratic burden. In this spirit I would urge you to make good use of the OFFA team who will be happy to advise you in the production of your agreements.

A handwritten signature in blue ink, appearing to read 'Martin Harris', is positioned above the typed name.

Sir Martin Harris  
Director of Fair Access

# Producing Access Agreements

## OFFA guidance to School Centred Initial Teacher Training providers

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| <b>To</b>               | Heads of School Centred Initial Teacher Training providers in England  |
| <b>Reference</b>        | 2005/02  |
| <b>Publication date</b> | October 2005   |
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### Executive summary

#### Purpose

1. School Centred Initial Teacher Training (SCITTs) providers (hereafter also referred to as institutions), that decide to raise tuition fees above the standard level in, or after 2006-07, are required to submit an access agreement to The Office for Fair Access (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 (hereafter referred to as trainees) from low income groups – through bursary and other financial support and, if appropriate, outreach work.
3. Institutions will need to have access agreements approved by the Director of Fair Access if they:
  - a Provide postgraduate Qualified Teacher Status (QTS) courses (including PGCE) and;
  - b Receive funding directly from the Training and Development Agency for Schools (TDA), or the Higher Education Funding Council for England (HEFCE), and;

- c Wish to charge tuition fees for home/European Union (EU) trainees on these courses 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 3 January 2006, where clarification or amendment is required, we will issue decisions or provide feedback on a rolling basis. We aim to issue decisions no later than **28 February 2006**. In exceptional cases we will consider accepting submissions after **3 January 2006** (for agreements for 2006-07).
5. Agreements should be submitted via email to [accessagreements@offa.org.uk](mailto:accessagreements@offa.org.uk). See paragraphs 90-92 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 'Access agreement submission date and contact' form in Annex A which can be downloaded from the OFFA web-site ([www.offa.org.uk](http://www.offa.org.uk)). This form should be sent to [accessagreements@offa.org.uk](mailto:accessagreements@offa.org.uk) by 2 December 2005.

### 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 accommodate the circumstances of institutions, including their small size. 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 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 trainees from low income groups – through bursary and other financial support and, where appropriate, 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 and monitoring 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. Over time we will also look to identify and disseminate good practice and advice connected with access to higher education, in particular regarding financial support arrangements. We will also work with other sector bodies and institutions to share lessons learned from the implementation of access agreements, and assist in the development of policies which ensure fair access to higher education, whether full-time or part-time.

## Objectives of OFFA

14. In order to achieve our 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 outreach.
- c. Support equality of opportunity through the provision of clear and accessible financial information for prospective trainees, and their advisors.

15. 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?

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

- a. Provide full-time or part-time postgraduate Qualified Teacher Status (QTS) (including PGCE) and;
- b. Receive funding directly from the Training and Development Agency for Schools (TDA), or the Higher Education Funding Council for England (HEFCE) and;
- c. Wish to charge tuition fees for home/EU trainees on these courses above the standard level in, or after, 2006-07.

## Franchised courses and consortia

17. Institutions must have their own access agreement if they are directly funded by the TDA or HEFCE for postgraduate QTS courses for which they want to charge a higher fee. It is for institutions with which OFFA has an access agreement to determine the level of fees and bursaries they set, though we recognise that institutions may wish to discuss appropriate fee and bursary levels with their partner institutions, where courses are delivered through a franchise arrangement, or are validated by another institution.

18. 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. We will assume that the access agreement of the lead institution will cover any franchised provision, at the same fee and bursary levels as the lead institution unless explicitly stated otherwise. For example if an institution has franchised provision at another institution but does not refer to different arrangements in its agreement it will be expected to ensure that the fees are no higher and the bursaries no lower than those set out for its own institution. We will make the same assumption about milestones and targets, and information for prospective trainees.

19. The lead institution in a funding consortium can present its partner's arrangements for fair access as a distinct section of its own access agreement if it is easier for it to do this.

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

## What is an access agreement?

21. An access agreement will cover up to a five year period and could be a short document (as little as 2-4 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.

22. Any institution that wishes to charge tuition fees for home/EU postgraduate QTS trainees above the standard level in 2006-07 will be expected to invest a proportion of its additional fee income in bursary and/or other financial support for trainees and/or outreach work in order to maintain, or increase the numbers of applications to their courses from under-represented groups – in particular those from low income groups.

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

24. A key objective of the Government's variable fee policy is to increase the resources available to institutions. The Secretary of State's guidance to OFFA ([www.dfes.gov.uk](http://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. There is no minimum prescribed proportion of investment that we would find acceptable, rather it is for individual institutions to determine the level of investment that is most appropriate for them, dependent on access needs and priorities.

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

## Content of access agreements

26. Each access agreement must include information on:

- a Fee limits.
- b Amounts of additional fee income to be spent on access measures (this information is required in Annex B).
- c Bursaries and other financial support for trainees.
- d Provision of information to trainees.
- e Outreach work (if such work is included as part of the agreement).
- f Milestones/targets.
- g Institutional monitoring arrangements.

These elements are discussed in more detail below.

## Fee limits

27. An access agreement must set out the maximum level of fees (fee limits) an institution intends to charge.

28. The fee cap for 2006 is £3,000 for full-time and £1,500 for part-time Initial Teacher Training (ITT). This is expected to rise with inflation, through regulations published by the Government each year.

29. The fee limit can be set for the whole institution, or varied by course. If varied, fee limits should be articulated clearly, either in course groupings or on a course by course basis.



30. The fees to be charged should be clearly set out and publicly accessible. Applicants should be told the cost of their tuition for the whole duration of their course before they accept a place. If applicable (e.g. part-time courses where the programme lasts more than one year), institutions should also make it clear that tuition fees may be subject to annual inflationary rises.

31. Institutions should not charge the new variable tuition fees to trainees starting their courses before September 2006.

32. Trainees with a deferred place which was confirmed before 1 August 2005 and start in September 2006 will not have to pay variable tuition fees.

### **Amounts of additional fee income to be spent on access measures**

33. 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). We collect this information for management purposes.

### **Bursaries and other financial support for trainees**

34. There is concern that those 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 trainees should receive a total package of state maintenance grant and institutional support that at least equals the amount of their tuition fees. 'Poorest trainees' in this context are those in receipt of the full Higher Education Maintenance Grant (which will be £2,700 in 2006-07). For trainees 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.

35. 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 trainees on full state support. The principle is

the same for part-time trainees (for example, where the maximum fee of £1,500 is charged, institutions should offer a bursary of £150 to those on maximum state support of £1,350).

36. 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.

37. We are aware that the generous support offered to postgraduate QTS trainees through the TDA training bursaries, mean that the total support offered is far in excess of the tuition fee. However, we recognise that teaching bursaries are intended as a specific incentive to encourage graduates into the teaching profession. We believe that teaching is an attractive career prospect for those from under-represented groups and that these incentives play an important part in the widening participation agenda. We therefore consider it appropriate for the minimum level of institutional bursary to be applicable to the poorest postgraduate QTS trainees, in addition to the support that they receive from HE Maintenance Grants and TDA training bursaries.

38. Institutions should specify, in broad terms, how their bursary schemes will be provided to the trainees; what will be provided (e.g. cash or an alternative) and when payments will be made. Institutions may also choose to describe how they will be administered, (for example, by the institution, or through subscription to the Higher Education Bursary and Scholarships Scheme operated through the Student Loans Company).

39. 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 trainees receiving full state support, or providing support to trainees in receipt of partial state support.

40. The access agreement should provide details of the:

- a Type of bursaries or other financial support on offer (e.g. cash, fee waiver, or in kind).
- b Level of bursary or financial support.
- c Target groups and eligibility of trainees.

### What will count as a bursary scheme?

41. For the purpose of the access agreement we are only concerned with bursaries or financial support that, either wholly, or partially, benefits trainees who are under-represented in HE. However, we recognise that this is a public document and, if institutions have developed a more extensive scheme, they may wish to describe the whole package of bursaries in the agreement.

42. 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.

43. We are primarily concerned with additional activity and support. If, for example, institutions have secured additional funding from charitable or other sources to provide bursary support, and this is targeted support for those trainees 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, provided the funding was secured in the last few years. Longer running schemes would be considered fully established and we would expect an additional element to the scheme to be provided from variable fees.

### Eligibility for state support

44. Eligibility for full state support from 2006-07 is limited to home trainees (ordinarily resident in England). There is no legal obligation for institutions to provide the minimum bursary support for other UK trainees. However, all the HEI and FEC agreements that have been submitted to date have chosen to provide the same level of support to all UK trainees and we expect that SCITTs will probably want to follow suit. Expenditure on non-English UK or other EU students should be included in an institution's investment estimates in access measures in Annex B.

45. Institutions must fulfil their obligations to EU trainees under EU law. Depending on the terms used to describe the bursary or financial support that institutions offer to trainees, they may be liable to make support available to trainees from the EU. Currently institutions are not obliged to give financial support awarded for maintenance purposes to EU trainees. However, if the support is fee related

(for example, a fee waiver) they may be obliged to offer it to EU as well as home trainees. If in doubt, institutions should seek their own legal advice. It is up to individual institutions whether they choose to extend maintenance support to EU trainees. In the access agreements we have seen across the HE sector to date, some institutions have done so but the majority have not.

### Provision of information to trainees

46. In an environment where the cost of HE to the trainee is changing and variable across institutions, it is important that all prospective trainees know what they will have to pay and what financial support will be available for the duration of their courses.

47. Therefore, in the access agreement all institutions should specify how they intend to provide clear and accessible (and where appropriate targeted) information to prospective trainees about the financial support they can expect to receive and the cost of their tuition if they are successful in gaining a place on a given course. We also hope that institutions will provide prospective trainees with illustrations of the net costs of studying on their courses as they may have traditionally done with international trainees (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 (for example, educational bursaries that might be available externally).

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

49. 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 trainee to seek out information. For example ensuring that applicants receive confirmation of the tuition fee and the bursary criteria at the offer stage, and including an element of financial information in outreach work to target groups.

## Outreach work

50. For undergraduate programmes we have asked institutions to consider targeting outreach at groups that are under-represented in HE as a whole. We recognise that this is not appropriate for postgraduate QTS as this concerns applicants that are in, or have already been through HE. However, we would expect institutions to consider whether their cohort represents the undergraduate cohorts from which they recruit. If, in this context, an institution identifies an area of under-representation we would expect it to address this. This might mean that, in addition to any bursary and financial support provided, it may wish to consider targeting some outreach at these groups to raise aspirations to teaching. This could include investment in collaborative work with other institutions.

### How do we define outreach activity?

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

52. Some institutions will already have a good idea of what groups are under-represented in their institution. However, others may need time to consider what outreach work is appropriate, based on further work required to establish data on under-representation in their institution. We would therefore be content with a broad description of outreach or a commitment to consider what outreach work might be necessary once under-represented groups have been identified.

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

- a A description of the type and extent of activities.
- b The target groups.

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

## Targets, baselines and milestones

55. Each institution should set its own targets, baselines and milestones in order to monitor

whether it is making progress in improving access. We are aware that institutions may not collect socio-economic or financial data on their trainees at present and as such will have difficulty setting baselines against which to monitor. Therefore, we would be satisfied, where institutions do not at present have adequate data on which to base targets, milestones or baselines, if they were to commit to developing data over the first 18 months of the agreement and then return to us to outline their monitoring criteria. Such agreements would, in effect be approved by us, for two years, with the subsequent period of the agreement being subject to the further approval regarding monitoring criteria. However, if institutions do have data and wish to set targets now, we would be happy for them to include these in their agreements.

56. We are mindful that the small numbers of trainees in institutions means that fluctuations in data could be exaggerated and therefore the way in which targets are measured will need to be considered carefully. For example, institutions may wish to set targets around data averaged over three years rather than on individual years, to allow for fluctuations or an untypical year.

57. We would encourage institutions to think carefully about their targets and milestones and these should be based on realistic assumptions. We are aware that institutions may have concerns about setting targets when there is uncertainty about the impact of variable fees. The time given to institutions to develop targets will also help in understanding how trainees will react to the new fees regime.

58. We would expect institutions to be committed to widening participation but recognise that in a complex sector some may feel that – all things considered – maintaining current levels of participation might represent a considerable achievement. Where targets do not exhibit a positive direction of travel, we would want an explanation for why they are considered to be realistic and stretching.

59. Access agreements should include descriptions and definitions of any targets. 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 one of

their objectives. We would suggest including criteria around the numbers of trainees in receipt of a full or partial maintenance grant, as financial data will need to be collected to determine bursary support and the data will also be accessible through the Student Loans Company for those that choose to subscribe. Institutions may wish to set targets around a number of different criteria and management information, depending on what groups they are targeting (for example, targets around ethnicity).

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

61. Where institutions have been innovative in devising access measures, we recognise that this will carry an element of risk. We do not intend to penalise institutions if innovative approaches do not pay off.

62. 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 institution's milestones and targets will be subject to negotiation and approval by the Director.

63. Whilst it is for an institution to decide its own milestones, we will wish to enter into a dialogue with an institution if it initially appears to us that it is not intending to be sufficiently ambitious.

### **Institutional monitoring arrangements**

64. 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. For example, on an annual basis, the Management Committee will report to the Board on the progress of the access agreement, including monitoring against targets.

65. Details on how institutions will report to us are set out later in this guidance in paragraphs 76-79.

## **Approval process**

66. To be approved, all agreements must contain the information required (see paragraph 26). Institutions are asked to complete a checklist (included in Annex B) 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.

67. Each access agreement will be considered against the requirements set out in this guidance, with particular regard to whether the plans for bursaries and other access measures are satisfactory and suitable targets and monitoring arrangements are either in place, or there is a commitment to develop them within a specified time frame.

68. Where appropriate we will share information with others to ensure that institutions are not providing the same information separately to different public bodies.

## **What happens if an agreement is not approved?**

69. 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.

70. 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 trainees on their fee limits and bursaries.

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

## **Review procedure**

72. 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.

73. 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.

74. 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

75. 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 advisory group comprising of senior figures, before finalising the decision.

### Monitoring/reporting process

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

77. We will expect a 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 targets and milestones that the institution has set. This will inform our annual report to Parliament.

78. We will confirm exact arrangements for monitoring and reporting in due course, but institutions will not be expected to submit their first report until the latter part of the academic year 06-07. As far as possible, we wish to minimise the burden on institutions. Therefore, we envisage reports submitted to us should either be a copy of the institution's internal management report on progress against their agreement, or a summary of the same report. We will expect the report to include a statistical element based on the milestones set out in the agreement and an indication of the number of

bursaries and the amount of money awarded. We will confirm arrangements no later than Spring 2007.

79. 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

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

### Revising access agreements

81. Institutions will be free to vary fee levels up to the fee limit, or increase financial support above the minimum levels stated in their access agreements. Such changes might be reported as part of the annual monitoring process but will not require a revised agreement, or our approval. However, we would caution institutions that varying the bursary levels upwards or the fees downwards during the year (notably in Clearing) in order to avoid under-recruiting would not be considered good practice and could have significant consequences for application patterns in future years.

82. Institutions can inform us of any minor changes to their agreement through the annual monitoring process. However, for any major changes to the agreement, such as an increase in fee limit (other than an annual inflationary rise) or a substantive decrease to the bursary schemes, 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.

83. We will deal with variations or revised access agreements on a rolling basis but will normally issue a decision within 4 weeks.

84. Institutions may submit access agreements at any time from the date of this guidance, but we have allowed until **3 January** for submission of agreements to allow institutions to fit the process within the practicalities of their internal management procedures.

85. If an institution submits its agreement within the deadline, before or on 3 January 2006, 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 **28 February 2006**. We will issue decisions on a rolling basis in advance of this date if we are able.

86. In exceptional circumstances we will accept agreements (for the 2006-07 academic year) after 3 January. If an institution wishes to submit but cannot make the deadline, it should inform us as soon as possible to discuss a suitable deadline. Agreements submitted after the deadline will receive decisions as soon as possible on a rolling basis, but will be assessed after those that have met the deadline. Our concern in setting deadlines is that applicants will need to know what fees they will be charged and what support they might be entitled to as early as possible in the process.

87. Institutions that have not had an agreement approved will want to have issued holding statements in promotional material (prospectuses, websites etc.) and in their individual advice to prospective trainees. This can go as far as setting out planned fees and bursaries but should contain a caveat to the effect that this is subject to the approval of the access agreement by OFFA.

88. Institutions are asked to let us know when they will be submitting an access agreement using the form in Annex A by **2 December 2005**. 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](http://www.offa.org.uk)) under 'Access agreements' and should be returned via e-mail to [accessagreements@offa.org.uk](mailto:accessagreements@offa.org.uk)

89. If for any reason we need to alter the timetable on access agreements we will inform institutions as early as possible.

90. Access agreements should be produced as Word documents. There are no templates or prescribed formats for this, but we have produced an example of an access agreement so that institutions can see how one might look. Institutions might also want to look at the approved access agreements already published on the OFFA web-site, in particular some of the more simple and concise FEC agreements.

91. 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](http://www.offa.org.uk)), under 'Access agreements' and should be returned via e-mail along with the access agreement to [accessagreements@offa.org.uk](mailto:accessagreements@offa.org.uk)

92. 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.

93. A paper copy signed by the head of the institution is also required. This 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

94. 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 trainees, 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 May 2006 for an agreement for 2007-08. If institutions cannot meet this deadline they should contact us to discuss whether an alternative date would be acceptable.

## Contact details

95. We would welcome enquiries from institutions about the development of their access agreements and would be happy to offer feedback on drafts. Please contact us at [enquiries@offa.org.uk](mailto:enquiries@offa.org.uk) or tel 0117 931 7171.

# 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 should be returned by e-mail to [accessagreements@offa.org.uk](mailto:accessagreements@offa.org.uk)

|                            |  |
|----------------------------|--|
| 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](http://www.offa.org.uk)). All fields must be completed. The access agreement is free format and should be submitted as a Word document.

### 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:     |  |

|   | 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       | £    | £    | £    | £    | £    |
| Estimated amount of additional income to be spent on administration | £    | £    | £    | £    | £    |



## Checklist

All access agreements must include the information set out in the checklist to be approved. Please complete the checklist as confirmation that all the necessary elements have been included. Does the agreement include:

1. The fee limits? Yes          No
2. A commitment to provide the minimum level of bursary support to trainees on full state support? Yes          No          NA
3. Information about other bursary or financial support to be provided from additional fee income? Yes          No          NA
4. If you answered yes to question 3, does the agreement include information on the type and level of bursaries or other support that will be offered, as well as target groups? Yes          No          NA
5. Information on the outreach activities that will be provided through additional fee income? Yes          No          NA
6. If you answered yes to question 5, does the agreement provide a description of the scope of these activities? Yes          No          NA
7. An explicit indication about whether bursary schemes and outreach activities are additional to previous activities and support? Yes          No          NA
8. An explanation of how and when the institution will provide information about the financial support available and the cost of tuition to prospective trainees? Yes          No
9. Targets/milestones, and baselines, or a commitment to work on these and revise the agreement at a future date? Yes          No
10. An undertaking to monitor compliance with the agreement and progress towards milestones? Yes          No

### Sign-off (to be completed on paper copy only, by head of institution, or appropriate deputy)

I enclose the access agreement from the above institution

|           |  |
|-----------|--|
| Name:     |  |
| Position: |  |
| Signed:   |  |
| Date:     |  |

### Note on publication of access agreements

Access agreements are public documents and will be published on the OFFA web-site ([www.offa.org.uk](http://www.offa.org.uk)) normally within three weeks of approval.

# Annex C

## Glossary

|                                 |   |
|---------------------------------|---|
| <b>Fair access</b>              | Ensuring equality of opportunity for all those who have the potential to benefit from higher education, irrespective of their background, schooling or income.  |
| <b>Institutions</b>             | Providers of higher education that are directly funded by the Teaching and Development Agency for Schools (TDA), or the Higher Education Funding Council for England (HEFCE).   |
| <b>Standard level of fee</b>    | The level of tuition fee that is set by the Government each year. In 2006 this will be £1,200 for full-time and £600 for part-time QTS courses.   |
| <b>Outreach work</b>            | Activities to raise aspirations and attainment and encourage more applications from under-represented groups.   |
| <b>Poorest trainees</b>         | Trainees who have a family income below £17,500 per annum and are entitled to full state support.   |
| <b>Full state support</b>       | Trainees who have a residual family income of £17,500 or below.   |
| <b>Partial state support</b>    | Trainees who have a residual family income of between £17,501 and £37,425 (trainees with a residual family income above £37,425 are not entitled to means tested state support).  |
| <b>Under-represented groups</b> | 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"><li>• people from low income backgrounds</li><li>• people from lower socio-economic groups</li><li>• minority ethnic groups or sub-groups that are under-represented in HE</li><li>• disabled people.</li></ul> |
| <b>Variable fees</b>            | The tuition fee payable to an institution. Qualifying courses for variable fees include postgraduate courses of Qualified Teacher Status (including PGCE), both full and part-time. Variable fees were introduced by the Higher Education Act 2004. Fee limits can be set between £0 and £3,000 for full-time or between £0 and £1,200 for part-time.   |

# Annex D

## Potential sanctions

96. We will look at the progress made by institutions towards meeting their own targets and milestones. We will not penalise institutions for not meeting their targets or milestones.

97. 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.

98. 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 trainees according to the monetary values and eligibility criteria set out in its agreement.

99. 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.

100. 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 TDA 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 trainees a fee that is above the level set out in its access agreement we will ask HEFCE or the TDA to withhold part of the grant until the excess fee has been returned to the trainees. 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.

101. 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.

**Office for Fair Access**

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fax 0117 931 7479

[www.offa.org.uk](http://www.offa.org.uk)