

January 2013/01

## Guidance

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**This document gives guidance to universities and colleges on how to produce access agreements for 2014-15.**

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All institutions that wish to charge tuition fees above the basic level must submit an access agreement to OFFA by Monday 8 April 2013.

# How to produce an access agreement for 2014-15

**offa**

office for fair access

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## Foreword

Dear Colleagues

In this, my first guidance to institutions, I set out what I would like to see in your access agreements for 2014-15.

Perhaps the single most important difference between this and previous guidance is our increased emphasis on the need for evidence and evaluation. We want you to build in evaluation of your access measures right from the start so you can maximise the effectiveness of your efforts. We appreciate that evaluating the outcomes of access activities is not always easy but it is vital if we are to improve understanding of what works best, share best practice across the sector and demonstrate to Government the value of investment in this area. At the same time, OFFA will be carrying out significantly more research and analysis than we have been able to do in the past. For example, we will analyse the impact of different types of financial support under the new fee and support system to see which has the greatest effect on student behaviour. Together, your evaluation of access activities and our increased research output will help us better understand and measure the progress made in improving access, both sector-wide and at your particular institution.

You will also find that this guidance asks for a stronger push on outreach. OFFA has long emphasised the important contribution that institutions can make in helping to raise aspirations and attainment among bright students in schools and communities where very few progress to higher education. However, my meetings with the sector to date suggest that there needs to be a further step-change in the efforts devoted to this area. So let there be no doubt – sustained, well-targeted outreach such as summer schools, masterclasses and mentoring can be very effective and we want to see more of it.

Another area where I want our message to get out more strongly than it has in the past is the importance of collaborative work. The demise of Aimhigher and the national framework it offered means it is more important than ever for you to collaborate with other institutions to avoid duplication and maximise coverage for young people, particularly before the age of 16. I appreciate that some of you may have been reluctant to date to invest significantly in collaborative outreach that may, in the short term, only have a small impact in improving access at your particular institution. But longer term, it is essential that the higher education sector increases its outreach



activity with these younger age groups. So it is perhaps worth reassuring you that when assessing your progress in achieving the targets you have set yourself, we will always take your collaborative efforts into account.

On the question of targets, we ask that you maintain the ambition of the targets agreed for your 2013-14 agreement. Our view is that there is not yet sufficient data to assess the full impact of the new fee and support system on applicants and entrants from under-represented groups. However, if you do have early data suggesting a negative impact on access or retention then we would expect you to consider refining and improving your access measures.

As you will see, we have taken on board your views about last year's tight timetable and this year you have longer to develop your access agreement. We hope you will find this gives the opportunity to consult as widely as you would wish, for example, with your student union.

I look forward to receiving your 2014-15 access agreements.



Professor Les Ebdon

Director of Fair Access to Higher Education

# How to produce an access agreement for 2014-15

<b>To</b>	Heads of higher education institutions and further education colleges in England
<b>Of interest to those responsible for</b>	Widening participation and fair access, strategic planning, heads of finance, marketing, recruitment and admissions, equality and diversity
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# Introduction

## What this document is about

1. Universities and colleges that charge tuition fees above the basic level ('higher fees') for higher education must have an access agreement approved by the Director of Fair Access in each year they wish to charge higher fees. For a more detailed description of who needs an access agreement, see 'Do you need an access agreement?' (paragraphs 12 to 22).

2. Access agreements set out how institutions will sustain or improve access and student success, which includes retention, attainment and employability. For more information on what an access agreement is, see [www.offa.org.uk/universities-and-colleges/introducing-access-agreements/](http://www.offa.org.uk/universities-and-colleges/introducing-access-agreements/).

3. This document gives guidance on how to write and submit your access agreement for 2014-15, including:

- what your access agreement should contain
- how to submit your access agreement, including how to upload it and how to fill in your financial template
- how we will assess and approve your access agreement, and what we will be looking for as a regulator
- how and when we will issue the Director's decisions
- what happens if your agreement is not approved.

4. In previous years we have issued separate 'technical guidance' on completing the financial template section of your access agreement. We have now amalgamated that technical guidance into this document and into notes on the template itself, which we hope will be more convenient for you.

5. As we have done in previous years, we'll maintain a Q&A section on our website ([www.offa.org.uk/universities-and-colleges/guidance-and-useful-information](http://www.offa.org.uk/universities-and-colleges/guidance-and-useful-information)) dealing with institutional queries, expanding on this guidance if necessary and providing links to good practice.

## Deadline for action

6. If you need to submit an access agreement you must do so by **Monday 8 April 2013**. See paragraph 200 for details of how to submit your access agreement and the accompanying financial template.

## How to contact us if you have a query

7. We welcome early discussions with you about the development of your access agreement and are happy to comment on draft proposals. If you would like to discuss any aspect of your access agreement, the OFFA policy adviser for your institution should be your first point of contact (to find out who this is, use the searchable list at [www.offa.org.uk/contact-us/institutional-contact-list](http://www.offa.org.uk/contact-us/institutional-contact-list)) or contact our general enquiries line (tel: 0117 931 7171, email: [enquiries@offa.org.uk](mailto:enquiries@offa.org.uk)).

## How to interpret our guidance

8. Access agreements are free format documents that vary between institutions and this guidance sets out our broad requirements and expectations. Our intention is to be helpful and illustrative rather than prescriptive.

9. However, we do require some specific information in order to assess your agreement, and we have highlighted this in lists headed 'Your access agreement must include:' and a checklist at Annex C. Please refer to these to ensure your access agreement includes all the essential information.

10. Our intention in drawing up this guidance is to support good practice in widening participation, fair access and student success. If you feel that following our guidance may make it more difficult for you to improve access and student success, please contact us to discuss this.

11. There is a glossary of terms and abbreviations at Annex D.



# Do you need an access agreement?

## Do you need an access agreement?

12. You must submit an access agreement to us if you:

- provide full-time and/or part-time undergraduate higher education courses and/or postgraduate initial teacher training (ITT) courses, that are subject to regulated fees, **and**
- are directly funded by the Higher Education Funding Council for England (HEFCE) or the Secretary of State for Education, **and**
- have a condition of that funding imposed under Section 24 of the Higher Education Act 2004<sup>1</sup>, **and**
- wish to charge home/EU students more than the basic fee (see 'Basic and maximum fee levels', below) for a fee-regulated course in the academic year 2014-15. You'll need an access agreement if you propose to charge any fees above the basic fee, even if only for one student on one course.

13. You will need to submit a new access agreement for 2014-15 even if you have access agreements for previous years. Since 2012-13, a new access agreement is required for each year of student entry (under the previous arrangements, an agreement could last up to five years before renewal and re-approval was required).

14. Although a new agreement is required for each year of student entry, each agreement remains in force and will be monitored by us for all students who entered under it<sup>2</sup>. Therefore, you will normally have several agreements running concurrently for your students at any one time, relating to different years of entry.

## Basic and maximum fee levels

15. The Government sets out the basic and higher fee caps each year, which may include permitted rises to maintain their value in real terms.

16. The Government has yet to announce the maximum tuition fees for full-time and part-time students for 2014-15. It intends to do so in the spring. For reference, the basic and higher tuition fee caps for new system home and EU students in 2013-14 are listed in the table below.

### Tuition fee limits in 2013-14

	Fee per academic year (£)	
	Basic fee	Maximum fee
Full-time students	6,000	9,000
Part-time students	4,500	6,750

17. The Government has already announced that it intends to set the fee cap for Erasmus/study years abroad and sandwich placement years<sup>3</sup> at 15 per cent of the maximum full-time fee caps from 2014-15 onwards. Based on 2013-14 tuition fee limits, this would mean a basic fee level of £900 and a maximum fee of £1,350 for such students in 2014-15.

## Higher education delivered in further education colleges

18. Further education colleges (FECs) must have their own access agreement if they are directly funded by HEFCE or the TA for any fee-regulated courses with a fee above the basic fee. A directly funded course is one that may be validated by a higher education institution (HEI) but the funding is received directly by the college. For more

<sup>1</sup> As set out in Section 24 of the Higher Education Act 2004, HEFCE and the Secretary of State for Education (formerly through the Training and Development Agency for Schools) require a condition on the funding given to institutions, in that the governing body of each institution must ensure that the fees payable for a course of higher education by a student who is eligible for financial support under the Student Support Regulations do not exceed either the basic amount or, where the institution has an access agreement approved by OFFA, the higher amount.

<sup>2</sup> This differs from the Government's student finance package, where levels of support apply to a single academic year rather than the entire duration of a course. See SSIN 05/12 – *Annual Announcements on Student Finance – Academic Year 2013-14 onwards* (available at [www.practitioners.slc.co.uk](http://www.practitioners.slc.co.uk)).

<sup>3</sup> For details see BIS, *Following up the Wilson Review of business-university collaboration: Next steps for universities, business and Government*, June 2012, available at [www.bis.gov.uk/assets/biscore/higher-education/docs/f/12-903-following-up-wilson-business-university-collaboration-next-steps](http://www.bis.gov.uk/assets/biscore/higher-education/docs/f/12-903-following-up-wilson-business-university-collaboration-next-steps).

information see HEFCE's guidance on franchised courses in Annex F, paragraph 11 of HEFCE publication 2012/25, *HESES12: Higher Education Students Early Statistics Survey 2012-13*, available at [www.hefce.ac.uk/pubs](http://www.hefce.ac.uk/pubs).

19. If a course for which a higher fee is charged is indirectly funded – that is to say, where the college receives funding through a franchising HEI – it is the responsibility of the franchising HEI to cover that course in its access agreement. We would expect HEIs to consult their partner FECs when writing their access agreement.

20. Therefore, depending on its provision, an FEC's higher education courses may be solely covered by its own agreement if it's directly funded, solely by the agreement of its franchising partner (or partners) if it's indirectly funded, or by a combination of the two.

21. There is no requirement, or expectation, that fee levels or access measures should be the same at partner institutions, as we recognise that each institution will have its own circumstances and priorities to address.

22. Franchiser institutions' agreements will need to be clear about courses delivered at partner institutions, setting out the fees and any financial support arrangements for franchised courses where they are different from the franchiser's own arrangements for its other courses. Franchiser institutions are responsible for monitoring their franchised courses, and you will need to be clear in your agreement about whether such courses are included in your institution's targets or not.

# Key aspects of our approach to 2014-15 access agreements

23. Our guidance for 2014-15 follows similar key principles as previous guidance, but we have developed and strengthened some key areas. This reflects the development of our thinking and priorities, on which we will elaborate in a strategy statement to be published later this year.

## Increased focus on evidence and evaluation

24. A key challenge for institutions and OFFA is to find better ways to understand and measure the extent to which progress is being made on widening participation and fair access. This is a deeply complex area, made more so by the extent of recent changes in higher education.

25. Part of this challenge is to find better ways of evaluating and measuring the impact of access measures so that we can find out what works. For example, people reached by outreach may not end up going to the institution that delivered it; they may go elsewhere or they may decide to do something else, and without tracking these individuals and their choices, it's difficult to evaluate to what extent the measures are working.

26. The Government has emphasised the need for better evaluation. In a letter to OFFA in May 2012, Ministers called for "clear evidence-based assessment in respect of what works in widening access"<sup>4</sup>. In June 2012, the Minister for Universities and Science said: "I hope, over time, OFFA will have more and more evidence about what works and what does not, and can draw on that evidence when advising universities"<sup>5</sup>. The need for better evaluation was also reflected in recent recommendations by Alan Milburn, Independent Reviewer on Child Poverty and Social Mobility, who stated that "at a time when university budgets are under significant pressure and when there are severe constraints on public expenditure, it is particularly important that all outreach activity is

evaluated for its effectiveness, otherwise efforts and resources are both wasted and universities miss the chance to put their efforts behind proven activities"<sup>6</sup>.

27. Universities and colleges must ensure they build effective evaluation into their access plans right from the start. You do not need to set out in detail how this will be done, and the precise detail is for you to decide; however, you will need to demonstrate that you have robust evaluation plans in place. This will improve understanding of what works best and enable effective practice to be shared across the sector.

28. At the moment, most of institutions' investment in access spend is financial support (bursaries, fee waivers and in-kind support). Research has shown that such financial support did not have a significant impact on students' choices of institution under the old system of fees and student support<sup>7</sup>. We will expect you to provide a clear rationale in your 2014-15 access agreement of how your approach will help to improve access and student success for under-represented groups, providing evidence where appropriate. You must have evaluation programmes in place to capture how your financial support is helping you achieve your aims.

## Demonstrating a strategic approach

29. Most access agreements follow the structure laid out in our guidance, which is a helpful approach. However, the detail provided in access agreements does not always set out how the different elements of the approach link together strategically. For example, a key part of an access agreement is the initial assessment of an institution's performance in relation to access and student success, and it's essential that this assessment is clearly evidenced, and that the priorities identified in this assessment are reflected in the access and student success measures or targets. Figure 1 illustrates this.

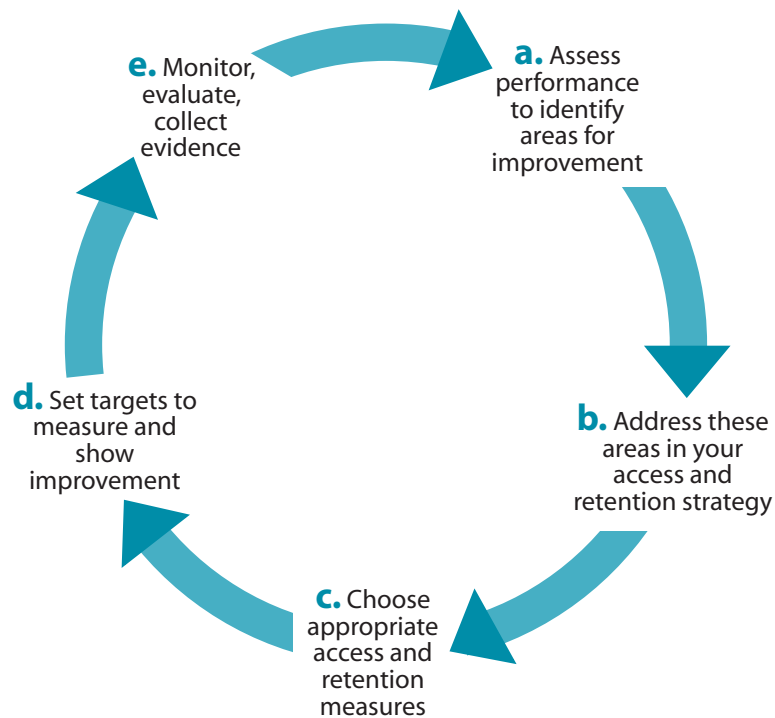
<sup>4</sup> A copy of the letter can be read at [www.offa.org.uk/about/background](http://www.offa.org.uk/about/background).

<sup>5</sup> Evidence to the Business, Innovation and Skills Select Committee, June 2012, available at [www.publications.parliament.uk/pa/cm201213/cmselect/cmbis/uc274-i/uc27401.htm](http://www.publications.parliament.uk/pa/cm201213/cmselect/cmbis/uc274-i/uc27401.htm).

<sup>6</sup> Alan Milburn, Independent Reviewer on Child Poverty and Social Mobility, *University Challenge: How Higher Education Can Advance Social Mobility*, October 2012, available at [www.cabinetoffice.gov.uk/resource-library/independent-reviewer-report-higher-education](http://www.cabinetoffice.gov.uk/resource-library/independent-reviewer-report-higher-education).

<sup>7</sup> Source: OFFA publication 2010/06, *Have bursaries influenced choices between universities?*, available at [www.offa.org.uk/publications](http://www.offa.org.uk/publications).

**Figure 1** A strategic approach to access agreements



30. Your monitoring and evaluation should form part of the evidence base you use when assessing your performance and designing your future access plans:

- a. When assessing your performance, refer to data such as Higher Education Statistics Agency (HESA) performance indicators and data you've collected through monitoring and evaluation of your current access plans. This will identify gaps in performance and highlight key areas for improvement.
- b. The assessment should inform your access and student success strategy, revised annually to reflect the lessons learned from previous years.
- c. Your access measures (financial support, outreach activities and student success activities, as appropriate) should clearly target the areas you have identified as being in need of improvement.
- d. Set targets and milestones that will allow you to demonstrate the progress you have made, particularly in your key areas of improvement.
- e. Monitor and evaluate your access plans and use this information in the assessment of your performance when writing your next access agreement.

## Greater challenge around outcomes

31. We are not just interested in how much you are spending on access and student success, but how much progress you are making. This means that, rather than simply telling us about your financial inputs, or the number and scale of your programmes, we want you to show evidence of how your access work is improving access both at your institution and to the higher education sector as a whole. There is a collective benefit in widening participation across the sector, and all types of institution, including highly selective ones, benefit from broader widening participation (WP) work.

32. Once the 2014-15 academic year is over, you will need to report on the progress you have made against your targets, including an explanatory commentary (for more information on our annual monitoring of access agreements, see Annex A). This information provides increased transparency and accountability. It also enables us to have better informed discussions with you about your progress and how you might improve further.

## Growth in outreach

33. Evidence suggests that expenditure on outreach is more effective in increasing representation of target groups than the amount of financial support provided to students while studying<sup>8</sup>. Key factors are raising attainment levels and aspirations. Therefore one of the most important ways in which universities and colleges can improve access is through outreach work with students in low participation neighbourhoods and schools where very few people progress to higher education, targeting students at an early age and working with them over a number of years. We were pleased to see this point highlighted in Alan Milburn's October 2012 report.

34. We strongly encourage you to review your outreach plans to consider whether they demonstrate a sufficiently robust, strategic approach to improving access and where you might strengthen and grow your activities. This might include working with communities and employers to engage with potential mature learners. All access agreements must include information on the long-term outreach work the institution is involved with, including how you are working with younger age groups such as Key Stages 2, 3 and 4 as appropriate.

35. Widening participation is a collective responsibility. All universities and colleges benefit from raising the aspiration and attainment of pupils from primary age upwards including mature learners, so all institutions should contribute to this work.

## Stronger collaboration

36. All access agreements need to demonstrate how institutions contribute to long-term WP as well as achieving a more representative student body at their particular institution in the shorter term. One of the most effective ways to do this is through collaboration, which helps to ensure better outreach coverage, and avoids unhelpful duplication, e.g. where multiple institutions try to engage individually with the same schools and colleges.

37. Collaboration will also help to build the pool of evidence about what works best to improve access.

As Alan Milburn states in his October 2012 report, there is insufficient evidence of institutions working together to pool knowledge and effort about what works, and institutions themselves urgently need to take the lead in building networks of collaboration both regionally and nationally.

38. There are some successful, long-established partnerships and projects, and new collaborations are beginning to emerge. But we strongly encourage all institutions to consider how you can further strengthen and grow your collaborative work.

39. We particularly encourage you to explore and develop collaborative evaluation and targets that allow you to demonstrate the effectiveness of your outreach work, including where these mainly contribute to improving participation to the sector as a whole, rather than directly translating into recruitment to your institution.

40. In your annual monitoring return to OFFA you are asked to report your progress against your targets. When assessing your progress in achieving these targets, we will always take your collaborative efforts into account.

## Equality and diversity

41. In last year's guidance, we asked you to demonstrate that you had executed your responsibilities under the public sector equality duty of the Equality Act 2010 when developing your access agreement. However it was not always clear in 2013-14 access agreements how they contributed to meeting these responsibilities.

42. Your 2014-15 access agreement will need to demonstrate that due regard to the promotion of equality and diversity is embedded in your work throughout the document. You should include any evidence you have, such as data collected or used while completing an equality impact assessment.

43. Many of the protected characteristics covered by the Equality Act 2012 inter-link with groups under-represented in higher education, such as disability, race, age (mature students) and gender. If you have not already done so, you should consider

<sup>8</sup> Source: OFFA publication 2010/03, *What more can be done to widen access to highly selective universities?*, available at [www.offa.org.uk/publications](http://www.offa.org.uk/publications).

how your access agreement and your institution's equality and diversity strategy could be better aligned to complement and strengthen each other.

## **Student voice**

44. You must tell us how you have consulted with students on the design of your access agreement, and we are also interested in how you have involved students in the implementation and monitoring of your access agreement.

45. This year we have allowed more time between the publication of our guidance and the deadline for the submission of access agreements. We hope this will facilitate greater consultation with students in the development of your access agreement, including through student unions and associations.

## **Our approach to access agreements in future years**

46. We have been asked by the Secretary of State to renew access agreements on an annual basis and will therefore continue to review our guidance regularly. This will give OFFA and institutions the opportunity to adjust in the light of experience and any policy changes.

## **Access agreements and the OFFA/HEFCE national strategy**

47. OFFA and HEFCE are working together to develop a national strategy for access and student success (for details see [www.offa.org.uk/press-releases/national-strategy-for-access-and-student-success](http://www.offa.org.uk/press-releases/national-strategy-for-access-and-student-success)). OFFA and HEFCE already work in close partnership, including jointly monitoring universities' and colleges' work on widening participation and improving access. We will look to build on and strengthen these close links as we develop the national strategy for access and student success.

48. As part of the national strategy, we will develop an integrated process for widening participation strategic statements and access agreements that ensures institutions can return information to HEFCE and OFFA that meets both organisations' requirements. Separate processes remain in place for 2014-15 access agreements but in future we aim to use a single, coherent document and thus reduce the burden on institutions.

# Content of access agreements

49. Access agreements set out how institutions will sustain or improve access and student success among people from 'under-represented groups'. By this, we mean groups that are currently under-represented in higher education at the national level rather than at a particular institution or course.

50. 'Under-represented groups' can include (but are not limited to):

- people from lower socio-economic groups or from neighbourhoods where higher education participation is low
- people from low income backgrounds up to the upper threshold for statutory Maintenance Grants (in 2013-14, this was £42,611 for new entrants)
- some ethnic groups or sub-groups
- disabled people
- people who have been in care.

51. Access agreements are published documents serving a statutory function, so they should set out the required information as clearly and concisely as possible. Most agreements are only several pages long, although agreements with significant variation between courses or multiple targets may need to be longer.

52. You must provide some information (including financial information and targets) using an Excel template. There is a sample of this template at Annex B for your information; the actual template that you need to complete must be downloaded from the HEFCE extranet (see 'How to submit your access agreement', paragraph 200).

53. You may present the rest of the document in whatever format you choose, although we encourage you to use the following order of content to make it easier for interested parties to read and compare agreements:

- fees, student numbers and fee income
- access and student success measures
- targets and milestones
- monitoring and evaluation arrangements
- equality and diversity

- provision of information to prospective students
- consulting with students.

There is detailed guidance about each of these aspects on pages 13 to 31. Please refer to the lists headed 'Your access agreement must include:' and the checklist at Annex C, to ensure you provide all the information we require.

54. Access agreements will vary between institutions. Within our guidelines, it's up to you to decide the precise level of expenditure in your access agreement, and how and where you invest it to best effect. Each access agreement will be informed by the circumstances of your institution, and the characteristics and needs of your students. For example, an institution with low proportions of students from under-represented backgrounds should concentrate more on increasing those proportions, while an institution with a more representative student body, but relatively high non-completion rates, should do more to improve student success.

55. Some institutions may find that groups that are under-represented nationally are relatively well-represented at their particular institution, in which case it may be appropriate to focus resources on improving student success, rather than immediate access.

## Fees, student numbers and fee income

### Your access agreement must include:

- ✓ the tuition fees you intend to charge new fee-regulated full-time entrants in 2014-15
- ✓ the tuition fees you intend to charge new fee-regulated part-time entrants in 2014-15, and the maximum a student will pay in any single academic year
- ✓ any permitted real terms rises in the fees planned for 2015-16 onwards
- ✓ the estimated number of full-time students at each fee level, including fees at the basic fee and below. This should include all students for each academic year, not just new entrants (this is different to our monitoring process)

- ✓ the estimated total number of regulated part-time students<sup>9</sup>, and the number for whom you anticipate the fee will exceed the basic fee in an academic year
- ✓ your estimated fee income above the basic level for full-time and part-time courses.

## Guidance notes

### How to tell us about your fees and student numbers

56. You must clearly state on the Excel template the full-time equivalent (FTE) tuition fees you intend to charge for all your fee-regulated courses in 2014-15. We need a full understanding of all your institution's fee charges because we will take your average (mean) fee into account when considering whether your institution-wide targets are sufficiently ambitious.

57. For full-time undergraduate courses, and full-time postgraduate courses for the initial training of teachers, you need to include fees for all courses, whether or not those fees are above or below the basic levels (see paragraphs 15 to 17). For part-time provision, you only need to include courses where you are charging above the basic fee.

58. For part-time students, the FTE fee means the fee per 120 credits (equivalent to a full year of study), or fee for the duration of the programme if fewer than 120 credits. The FTE course fee is not regulated for part-time courses, but this information will help us to better understand your part-time fee structure.

59. Where you have different fee levels for different courses, these must be set out at each different fee level – for example, by degree type where you have different charges for first degrees and sub-degrees; or by subject or faculty groupings.

60. Please note that:

- a. Your fees must comply with the Government's student fees regulations.
- b. You must not charge the new regulated tuition fee rates to students who are continuing studies started before 1 September 2012. This includes transfers<sup>10</sup>, and progression to end-on courses<sup>11</sup> such as foundation degree to honours progression (whether to the same or different institution). Students who enrolled before 1 September 2012 are subject to separate regulations (for details of basic and maximum fees for these students see [www.offa.org.uk/universities-and-colleges/guidance-and-useful-information/fee-and-bursary-limits-including-exceptions-and-state-support-thresholds](http://www.offa.org.uk/universities-and-colleges/guidance-and-useful-information/fee-and-bursary-limits-including-exceptions-and-state-support-thresholds)).

61. There are lower fee limits for students on sandwich placements, courses provided in conjunction with an overseas institution, and others on the final academic year of a course, where that academic year is less than 15 weeks' attendance. Your access agreement should set out the fees that entrants can expect to pay in these circumstances.

62. The fee regulations prohibit any institution from charging a part-time student more than £6,750 in an academic year, regardless of how many credits are taken or the intensity at which the student studies. Therefore:

- a. You must ensure that you do not charge a part-time student more than £6,750, or the level specified in your access agreement (whichever is lower) in an academic year.
- b. If your FTE tuition fee for part-time students is more than £6,750, you must include a statement in your access agreement confirming that you won't charge any part-time student more than £6,750 in an academic year.

<sup>9</sup> That is, students studying at an intensity of at least 25 per cent of a full-time course, starting on or after 1 September 2012, excluding those studying on a course which leads to a qualification that is equivalent to or lower than one they already hold.

<sup>10</sup> Students who started a course before 1 September 2012 and who transfer to a second course on or after 1 September 2012, are eligible for support under the student finance arrangements that applied in 2011-12 (as updated), rather than as new system students. This only applies where the mode of study remains the same for both courses. Student finance arrangements for transferring students are set out in more detail in SSIN 07/12 at [www.practitioners.slc.co.uk/policy-information/student-support-information-notices.aspx](http://www.practitioners.slc.co.uk/policy-information/student-support-information-notices.aspx).

<sup>11</sup> Student finance arrangements for end-on courses are set out in more detail in SSIN 03/12 at [www.practitioners.slc.co.uk/policy-information/student-support-information-notices.aspx](http://www.practitioners.slc.co.uk/policy-information/student-support-information-notices.aspx).



63. Where you are not clear about whether you will have any part-time students paying more than the basic fee, we recommend that you include a statement in your access agreement so that you avoid having to seek OFFA approval retrospectively. This might apply, for example, where a part-time student took more modules in a year than was normal, or because they switched from full-time to part-time. You can do this by including a general commitment to spend an appropriate proportion of any income from part-time fees above the basic level on access measures (paragraphs 89 to 95 set out our guidelines on what you should spend on access measures). In such circumstances we would not require any predicted data or targets from you relating to these students, but you will need to report, in your monitoring return, on any unexpected spend that occurs.

### Withdrawals

64. You are able to take account of withdrawals by reducing the number of students in the following year. For example, if you had 100 students charged a particular fee in 2013-14 and estimate that 10 might not continue into a second year, simply exclude these 10 students from your numbers of students in 2014-15.

### Franchised provision

65. When completing Table 1 of your Excel spreadsheet, if your franchise partner is not listed in the drop-down list, you can enter its details manually. Please ensure that you enter this as the UK Provider Reference Number (UKPRN) and not the name of the institution. You can look up the UKPRN(s) for your franchise partner(s) at [www.ukrlp.co.uk](http://www.ukrlp.co.uk).

### Permitted real terms fee rises

66. The fees you set for each year of study for entrants will apply to them for the duration of their studies. Unless your agreement is clear that you will, or may, apply annual increases for continuing students in line with an appropriate inflationary measure set by the Government each year, we will assume that you intend your fees to remain at the levels stated in your agreement.

67. Where you wish to apply annual increases, we suggest you calculate these increases by using the Office for Budget Responsibility forecast for RPI-X

(the retail price index, excluding mortgage interest payments). This is the index to which the Secretary of State must have regard when increasing the variable fee caps. The RPI-X forecast for 2014-15 has not yet been confirmed and you should consult the Q&A section of our website

([www.offa.org.uk/universities-and-colleges/guidance-and-useful-information](http://www.offa.org.uk/universities-and-colleges/guidance-and-useful-information)) for

any updates before finalising any inflationary increase. For information, the RPI-X forecast for 2013-14 was 3.22 per cent; this was also the inflationary increase applied to the maximum Maintenance Grant for full-time students.

68. For continuing students, OFFA will allow increases in fees in 2014-15 of up to RPI-X, but you must ensure that any inflationary increase you apply:

- does not result in the fee caps being breached
- is reasonable
- reflects the information and advice you gave students on your website and elsewhere when they applied for and accepted a place on their course, and the terms of the contract entered into with the student.

69. Where you have pegged the increase in your fees directly to any increase in the fee cap, you may only raise your fee if there is an increase in the fee cap.

### Fees for Erasmus/study years abroad and sandwich placement years

70. The Government has signalled its intention to set the fee caps for Erasmus/study years abroad and sandwich placement years at 15 per cent of the maximum fee for any student undertaking such a year from 2014-15 onwards. We suggest that you apply fee levels in your access agreement that are in line with this.

71. However, although it has stated its intention, the Government has not yet amended the regulations on these fee caps, so we understand that you may wish to set fees for 2014-15 under the existing fee regulations. If you take this approach, you will be required to revisit your agreement once the new regulations have been published. You must also inform prospective students of the possibility of being charged different fees, subject to regulations.

## Your access and student success measures

### Your access agreement must include:

- ✓ an assessment of your access and student success record
- ✓ a clear description of your strategic approach to access and student success based on the evidence you have provided in your assessment of your performance
- ✓ how much you estimate you will spend on access and student success measures, including:
  - a broad overview of your investment in outreach and student success
  - how much you plan to invest as your institutional contribution to the National Scholarship Programme
  - what you plan to spend on fee waivers, bursaries and scholarships for new and continuing students
  - the amounts of financial support and the eligibility criteria for new entrants
- ✓ demonstration of how you have used evidence and reasoning to determine the balance of spend between outreach, student success and financial support
- ✓ examples of the sorts of activity you are funding and why, including the evidence base for doing so (this does not need to be a detailed list of all activities); this must be a combination of measures including long-term outreach work with younger age groups
- ✓ some detail of how your activities are targeted at under-represented groups
- ✓ comments on how your investment in outreach and student success compares to your arrangements in previous years, so that we have a good sense of where you are making increased efforts
- ✓ evidence of how previous evaluation work has informed your access plans.

## Guidance notes

### How to tell us about your access record

72. Your access agreement must include a brief assessment of your access record for full-time and part-time students, which might include access, retention, attainment and employability. This will help you to determine:

- where you fall within our expenditure guidelines
- where there is success to build on
- where there are areas for improvement
- which under-represented groups you should target.

73. You should base your assessment on your own understanding of the measures and indicators that most accurately reflect your access and student success performance. We recognise that there is no single ideal measure or indicator of access performance and that you will want to take a balanced view of the information available to you. However, you must base your assessment around broad categories of under-representation, e.g. measures around low participation neighbourhoods, social class, school type and performance, and national and institutional data on student success.

74. You should first assess your access performance in absolute terms according to the proportion of students from under-represented groups that you recruit. This should include your HESA performance indicators (without any reference to benchmarks) and relevant equality data such as disability, ethnicity, and any other protected characteristics you wish to report on. You may also wish to consider the proportion of students at your institution in receipt of full state support and your own measures of under-representation that may be reflected in your targets.

75. Once you have determined roughly where you sit on these measures, you might adjust your position with reference to your relative access performance and your absolute and relative performance on student retention. For example, relative performance could include whether you are significantly above or below the HESA benchmarks in relevant indicators.

76. You will also need to include information you have collected through monitoring and evaluating your previous access activities. Where appropriate,

please provide evidence of the impact your activities have had on your overall performance.

77. To help us evaluate your access agreement, alongside your own assessment, we will consider your access performance against the range of HESA's WP and student retention performance indicators and benchmarks, and the proportion of lower income students you already attract. We may also consider other data, such as what proportion of your students attracts a weighting for HEFCE's Student Opportunity allocation<sup>12</sup>, and equality statistics available through the Higher Education Information Database for Institutions (HEIDI) and the Equality Challenge Unit. If you feel this approach is not fair to you, please contact us to discuss your circumstances as early as possible.

78. Further information on targets for further education colleges can be found in paragraphs 171 to 173 of this guidance.

### Setting your strategic approach to access and student success

79. It is for you to determine the detail of your access plans because you are best placed to understand your circumstances and match your approach to your targets.

80. Your plans should be based on the assessment of your institutional performance, strategic priorities, progress towards targets and evaluation of outcomes, therefore demonstrating how you plan to tackle the gaps in your access performance. For example:

- a. If you have low proportions of students from under-represented backgrounds, you may want to further grow your access measures, including your work on outreach. This could include a mix of measures designed to promote access generally and to your own institution or other institutions with similar characteristics.
- b. If your student body is already more representative, you may want to concentrate mainly on improving student success, while continuing with collaborative outreach work.

- c. If there are gaps between the retention, attainment and employability of different groups of students, such as those with protected characteristics as defined by equality law, you may also choose to focus further on this area.

81. For your key access measures, especially where you are spending large sums, you should either have existing evidence of success, or you must ensure you evaluate any new initiative from the outset. We leave it to you to determine what is reasonable and proportionate to ensure good value for money.

82. We expect your plans to demonstrate how you have responded to the results of your evaluation work, e.g. by expanding successful programmes, or refining or discontinuing unsuccessful programmes.

83. You should use a combination of measures that will not only have a short-term, direct bearing on your own access or student success performance, but will also help to widen participation to higher education as a whole in the longer term. As with all business objectives, effective access plans require long- and short-term aims, and we expect all institutions to maintain their expenditure on broader WP work, including collaborative outreach.

### *What specialist institutions and highly selective universities will need to consider*

84. We continue to expect that, in particular, highly selective institutions and specialist institutions with very low proportions of under-represented groups will focus greater resources on increasing applications to their institutions from under-represented groups. This is in addition to maintaining your expenditure on broader WP work.

85. In considering whether to change your outreach work, highly selective institutions should refer to the recommendations in OFFA publication 2010/03, *What more can be done to widen access to highly selective universities?*, and to paragraphs 79 to 83 of last year's access agreement guidance (OFFA publication 2012/03, *How to produce an access agreement for 2013-14*).

<sup>12</sup> HEFCE uses different measures to calculate its WP allocation for young, full-time students, and for mature and part-time students. From 2013-14 the WP allocation will become the Student Opportunity allocation and will include funding previously provided to cover disability and improving retention. For more information see [www.hefce.ac.uk/whatwedo/invest/institns/annalocns](http://www.hefce.ac.uk/whatwedo/invest/institns/annalocns).

## Expenditure

### *Why we need to know about expenditure on access and student success measures*

86. The purpose of access agreements is to improve access and student success, not to secure a precise amount of money to this end. However, particularly in the first few years of the new student support arrangements, we have to consider the amount you invest as an important indicator of your commitment to achieving your targets.

### *What we will count as expenditure*

87. We will count:

- all previous access agreement expenditure that you continue to make plus expenditure on new access and student success measures including:
  - expenditure on activities that you previously funded through other means where these funding streams have ended, for example collaborative activities previously funded under the Aimhigher programme or through Lifelong Learning Networks
  - expenditure from other new and additional sources other than fee income, e.g. charitable donations.

88. We won't count:

- the Government's contribution to the National Scholarship Programme
- other ring-fenced public funds such as the Government's contribution to the Access to Learning Fund.

### *What we would like you to spend on access measures*

89. Figure 2 gives some broad guidelines on expenditure levels for access and student success. These are unchanged from the levels in the 2013-14 guidelines and apply to full-time and part-time students.

**Figure 2** Guidelines on expenditure levels

<b>Proportion of students from under-represented groups</b>	<b>Guideline for spend on access measures, as a percentage of fee income above basic fee</b>
Low	30%
Average	22.5%
High	15%
Postgraduate ITT (any proportion*)	10%

*\* By definition, postgraduate ITT trainees already have experience of higher education, and many postgraduate trainees will be entitled to training bursaries, so we and the TA have agreed a lower level of spend for postgraduate ITT provision.*

90. The amounts in Figure 2 are not precise minimums. How much you choose to spend will depend on your access and student success record, the fee levels you decide to charge, and the level of spend you feel is required to make progress towards your targets. This must reflect the evidence shown in your assessment of your performance. You might choose to spend more or less, depending on your performance in access and student success. For example:

- if you have very low proportions of students from under-represented groups, and are below your benchmarks, you might choose to spend around 35 per cent of your fee income above the basic fee
- on the other hand, if you have low proportions of under-represented students but perform above your benchmarks, you might choose to spend around 25 per cent of your fee income above the basic fee
- at the other end of the scale, if you have very high proportions of students from under-represented groups, have good retention and attainment, and are above your benchmarks, you might choose to spend only 10 per cent of your fee income above the basic fee on access agreement commitments.

91. The effect of these guidelines is that institutions charging the highest fees with low proportions of under-represented students might spend around £900 per full-time fee on access measures, whereas institutions with high proportions of under-

represented students charging just above the basic fee might spend £100-200 per full-time fee.

92. We will take a holistic view when considering your proposed spend, so there is no requirement to ring-fence set amounts for full-time higher education, part-time higher education, and postgraduate ITT, nor to demonstrate how much you are investing in each area. You simply need to consider your overall levels of spend.

93. Where you have data on your access and student success performance for part-time students, you may wish to take this into account in understanding your overall investment in access. However, we are aware that you may not have data on under-represented groups for part-time undergraduates in the same way that you do for full-time. We will therefore assume that you'll invest the same proportion of your fee income from part-time students as you do from full-time higher fee income, unless you have evidence to support a different level of investment.

94. While our guidelines are not precise minimums, we will be concerned if you propose to spend significantly less and will need a discussion with you before we can approve your access agreement.

95. Also, we would not normally expect to see your percentage spend in any year of your access agreement in 2014-15 decrease materially compared to the figures set out in your 2013-14 access agreement, unless there has been a significant, sustained improvement in your access performance. If you are proposing to make such a decrease, you should contact us before you submit your access agreement, setting out a rationale for your plans.

#### *Disaggregating pre- and post-entry expenditure*

96. We recognise that many activities can be deemed to contribute to both outreach and student success. For example, students who were well informed about their chosen course or institution are less likely to withdraw than those who were poorly informed, which is why you are required to provide good quality information to prospective students (see 'Provision of information to prospective students', paragraphs 190 to 194). Post-entry support measures, such as additional tuition, can

also be important in encouraging under-represented groups to apply.

97. However, so that we can compare 2014-15 agreements with previous years, we ask you to disaggregate:

- pre-entry expenditure (which we consider broadly to be outreach)
- financial support for students
- other post-entry expenditure (which we consider broadly to be student success).

#### *The balance between non-financial measures and financial support*

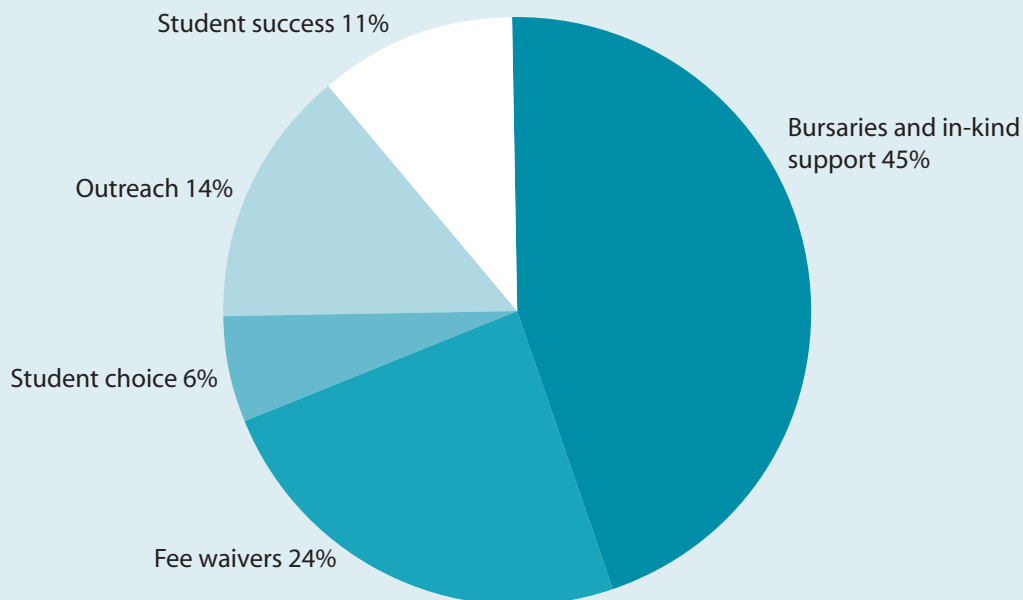
98. All institutions will need to use available evidence, including evaluation of your experience under the pre-2012 tuition fee and student funding arrangements, in deciding the balance of your expenditure between financial support and non-financial measures.

99. In 2013-14 access agreements, institutions have forecast that around 75 per cent of expenditure will be spent on financial support for students (Figure 3 overleaf). Nonetheless, 2013-14 access agreements did maintain a higher level of expenditure on outreach which had begun in 2012-13 agreements, and you may wish to gather evidence and evaluate the effect this increased activity has had.

100. Under the pre-2012 arrangements, evidence suggests that long-term, co-ordinated outreach has been a more effective use of access funds than financial support for students on entering higher education (OFFA publication 2010/03). We therefore strongly encourage you to increase your outreach work where appropriate. In particular, you may wish to increase your investment in outreach if you are concerned that your progress is less than you set out to achieve in your 2012-13 and 2013-14 agreements.

101. Our analysis shows that under the pre-2012 arrangements, bursaries have not influenced students' choices of institutions (OFFA publication 2010/06). However, it's still unclear what effect the new system of fees and student support will have on access, and we do not yet have evidence around whether financial support such as bursaries and fee waivers may become more important for access

**Figure 3** Estimated access agreement expenditure in 2013-14 (including Government NSP allocation) by type of spend – HEIs and FECs



under the post-2012 arrangements. We also appreciate that you may have additional aims for your bursary schemes, for example, in helping retain your students.

102. If you have your own evidence on the impact of bursaries, you should use it when making decisions on changes to your support packages and include details of this in your access agreement.

## Outreach

### *How we define outreach*

103. For the purposes of an access agreement, outreach work normally includes any activity that involves raising aspirations and attainment among potential applicants from under-represented groups and encouraging them to apply to higher education. This includes outreach directed at young or mature students aspiring to full- or part-time study.

### *Choosing your outreach activities*

104. We strongly encourage you to have strong links with schools and colleges where progression rates are low or where there are significant proportions of students from under-represented groups. For example, several universities and colleges

sponsor academies, free schools and trust schools, and in future, initiatives such as University Training Schools will enable institutions to play greater roles in governance and teaching in a school. Where such links support your work in widening participation, you may include an appropriate proportion of the costs of forming and maintaining such links under your outreach expenditure in your access agreement.

105. It is widely recognised that a sustained, planned programme of outreach is more likely to have a successful impact than one-off interventions. We strongly encourage sustained, co-ordinated activities that work with potential applicants including young and mature learners, their parents/carers, other advisers, and communities and employers, over a number of years (see, for example, Action on Access' work on the Higher Education Progression Framework, available at [www.actiononaccess.org/resources/publications](http://www.actiononaccess.org/resources/publications)). Collaboration is an effective way of delivering this type of work (see 'Collaboration' on page 22 for more guidance on our approach to collaborative access measures).

106. The main causes of under-representation of disadvantaged groups in higher education include

lower attainment at school, and a lack of advice on the best choices of GCSE/A-level subjects and degree courses. We therefore strongly encourage institutions to further increase their engagement with schools, particularly those institutions aiming to improve their access records.

107. Your access agreement must include information on your long-term outreach work, including how you are working with younger age groups such as Key Stages 2, 3 and 4 as appropriate. Where you are delivering outreach with younger age groups outside your access agreement – for example, long-running schemes that were in place before 2006 – you should still include a description of this activity in your access agreement.

108. To be ‘countable’ in your access agreement, outreach work must be targeted – for example, work with schools and colleges that have low higher education progression rates, or with communities that have low rates of participation in post-compulsory education, or with employers. As part of this, you will need to draw on your equality and diversity work, for example, using any activities and objectives you’ve developed following the Equality Act 2010.

109. Some resources which may be helpful when designing your outreach work include:

- HEFCE publication 2007/12, *Higher Education outreach: targeting disadvantaged learners*, available at [www.hefce.ac.uk/pubs](http://www.hefce.ac.uk/pubs)
- the toolkits produced by The International Centre for Guidance Studies, The Progression Trust and HEFCE to help practitioners working in WP, available at [www.heacademy.ac.uk/resources/detail/WP\\_outreach\\_toolkits/all](http://www.heacademy.ac.uk/resources/detail/WP_outreach_toolkits/all)
- the Higher Education Academy’s Widening Access, Student Retention and Success National Archive, which is a repository for activities and reports produced by the Aimhigher programme, available at [www.heacademy.ac.uk/retention-archives](http://www.heacademy.ac.uk/retention-archives).

110. We are not prescriptive about the detail of your outreach plans. Our broad guidance is that, where possible, most of your expenditure should be on activities that have already been shown to work well in raising aspiration and attainment. We

encourage you to share good practice wherever you find it, using your regional and national networks. However, we also welcome efforts to try new approaches where effective evaluation and monitoring are built in from the start.

111. Your outreach activities should target the areas for improvement identified in your assessment of your performance (paragraphs 72 to 78). You should use evidence and information from the evaluation of past activities when planning outreach activities to ensure the maximum benefit of your investment.

112. Where you have outreach activities that are specifically targeted at people wishing to study on a part-time basis, or relating to ITT, you may wish to describe these separately.

#### *Mature students*

113. Data has shown a decrease in mature students applying for higher education through Ucas, and some institutions are also reporting a decrease in part-time applications which are often predominantly mature students. Where this has been an issue for you, you may wish to commit some of your outreach expenditure to addressing this. In particular, you may want to consider how additional information, advice and guidance on the changes to the financial support available for part-time learners may help. This may include working with communities and employers.

#### *Care leavers*

114. Care leavers are a particularly disadvantaged and under-represented group and we strongly encourage you to target and provide support and services to these students. You can include the costs of these activities – for example, the annual fee for the Buttle UK Quality Mark (see [www.buttleuk.org](http://www.buttleuk.org)) – in your access agreement. We would be interested to hear of any support you offer care leavers, and encourage you to highlight any access activity for care leavers throughout your agreement and in your targets and milestones.

#### *Access to professions*

115. You may also wish to target some outreach activities specifically at improving access to courses that lead to professional careers, if your applicants and entrants to these courses are less representative than

your intake generally. For example, you might consider working with employers to provide mentoring and other activities that might further access and student success. Some of these courses may offer the greatest financial benefits to students and are an important aspect of promoting social mobility.

### Collaboration

116. Collaboration between institutions and other stakeholders is an effective way of delivering long-term outreach because it ensures better coverage and avoids unwanted duplication when working with schools and colleges.

117. We therefore count your expenditure on collaborative outreach and related activity as part of your overall access agreement spend, including expenditure on networks operating at a regional and national level, which are required to ensure the effectiveness of this activity. We also always take your collaborative efforts into account when assessing your progress in achieving the targets you have set yourself.

118. Most institutions referred to collaborative outreach within their access agreements for 2012-13 and some developed these plans further in 2013-14. However, in many cases, the detail included was brief. This was understandable, given that this work was at an early stage, but you have now had more time to explore and develop these partnerships. So in your agreement for 2014-15 you should provide clearer information on the collaborative activities you have in place, or that are in development, including listing the institutions or networks where you have formal collaborations.

119. We also strongly encourage you to further strengthen your collaborative work. In particular, there is a key role for institutions to work together, in partnership with schools and colleges, to ensure that high quality, impartial higher education-related advice and guidance are available. Such activity could include working collaboratively with other institutions to explain the value of higher education to potential students from under-represented groups, or work

around curricular choices which can be crucial in ensuring that both young people and adult learners are well informed when making their qualification and subject choices for GCSE or equivalent and beyond. You may include the cost of these collaborative activities as part of your access agreement spend.

### Contextual information

120. As Ministers recognised in their February 2011 guidance to us<sup>13</sup>, one way for institutions to make progress in broadening their applicant pool and admitting more students from under-represented groups with the potential to succeed in higher education is to take into account contextual information in their admissions process.

121. Many institutions already use contextual information to help identify individuals with potential from under-represented groups. Some use this data to ensure that such applicants are made offers and some make slightly lower offers than they would normally – for example, levels of average attainment in an applicant's school, or other indicators of disadvantage. Some also use it to better inform their targeting and outreach activities<sup>14</sup>.

122. We agree that the use of contextual information is a valid and appropriate way for you to broaden access while maintaining excellence. We welcome and encourage the use of contextual information so long as you consider individuals on their merits and your procedures are fair, transparent and evidence-based.

123. The freedom to control your own admissions processes is an important part of academic autonomy. The law puts admissions criteria outside our remit and it is right that it should do so. We do not advocate any specific admissions process, but encourage institutions to adopt an approach that is well supported by evidence (including the use of contextual information in admissions).

124. Good practice on the use of contextual information can be found on the Supporting Professionalism in Admissions (SPA) website, [www.spa.ac.uk](http://www.spa.ac.uk), and SPA's research report *Fair*

<sup>13</sup> For full details see [www.offa.org.uk/about/background/](http://www.offa.org.uk/about/background/).

<sup>14</sup> Source: SPA, *Fair Admissions to Higher Education: The use of contextual information in admissions at a sample of universities and colleges in the UK, 2012*, available at [www.spa.ac.uk/information/contextualdata/howiscontextualdatau](http://www.spa.ac.uk/information/contextualdata/howiscontextualdatau).



*Admissions to Higher Education: The use of contextual information in admissions at a sample of universities and colleges in the UK.* SPA would also be happy to discuss contextual information with individual institutions, including FECs.

125. We are therefore happy for you to include in your access agreement the extra costs of using contextual information (for example, monitoring and evaluation costs) if you so choose.

### Courses and modes of study

126. You will want to consider whether different types of courses may be more attractive and accessible to your target groups and different types of learners, including mature students from under-represented groups – for example, through part-time courses, distance learning, two year degrees, accelerated degrees and foundation years.

### Student success

127. Retention, attainment, and employment after graduation are important aspects of access because the full benefits of higher education are not realised simply by enrolling on a course, but through successful outcomes.

128. Retention in English higher education is generally high compared to other OECD countries. However, retention rates vary across the sector.

129. Where your assessment of your performance indicates that you are very successful at recruiting students from under-represented groups but your student success rates for these students are relatively low, we expect you to invest appropriately in measures to address this, based on the evidence in the assessment of your performance.

130. We take a broad view of student success and are happy for your access agreement to include measures that ensure under-represented students access the full benefits of higher education. This might include activities to improve academic success and employability, including initiatives that help under-represented students access placement years, or a year abroad. In some instances this might include post-graduation expenditure. For example, you could include expenditure on advice or funding for internships in professions where social mobility is low, as this could make undergraduate courses more

appealing to disadvantaged groups by providing clearer pathways to jobs after graduation.

131. You are free to design the detail of your student success work, building on what works best. As well as your own evaluation work, some resources that will help you are:

- National Audit Office, *Staying the course: the retention of students in higher education*, 2007, available at [www.nao.org.uk/publications](http://www.nao.org.uk/publications)
- Public Accounts Committee, *Staying the course: the retention of students in higher education: Tenth Report of Session 2007-08*, 2008, available at [www.publications.parliament.uk/pa/cm200708/cmselect/cmpubacc/322/322.pdf](http://www.publications.parliament.uk/pa/cm200708/cmselect/cmpubacc/322/322.pdf)
- HEFCE/Paul Hamlyn Foundation, *Building student engagement and belonging in higher education at a time of change: final report from the What works? Student retention and success programme*, available at [www.heacademy.ac.uk/what-works-retention](http://www.heacademy.ac.uk/what-works-retention), July 2012. This report shows the results of research into approaches taken by universities and colleges to improve student retention and success. It describes a number of case studies and research conclusions.

132. You should ensure that monitoring and evaluation processes are built into your student success activities.

### *What to include under your student success expenditure*

133. We appreciate that much of the work that you do to improve student success such as retention, attainment and employability will be embedded within your learning and teaching practices. To include student success expenditure in your access agreement you will need to disaggregate this investment. If you are unable to do this, you should describe such expenditure, as we will take these efforts into account when considering your agreement.

134. As set out in paragraph 87, we will only count expenditure from previous access agreements that you continue to make, and new expenditure on student success measures in 2014-15.

135. Specific, proactive induction activities embedded within students' courses, and on-course peer mentoring, may also be effective in building engagement and belonging, and decreasing non-continuation, so you may count this towards your student success spend. The *What Works?* report (see paragraph 131) provides some case studies which you may find useful.

136. Student success activities should be targeted at students from under-represented groups including those with protected characteristics covered by the Equality Act 2010. However, where new investment is not fully targeted at under-represented groups, or is untargeted, you may still include a percentage of the overall costs, rather than all the costs. An estimate based on previous evidence will suffice in these cases, and you should provide a brief description of the evidence you have used, including the percentage you have applied.

### Financial support for students

137. It's important to ensure that the financial support you offer provides the greatest benefit to your students. In order to determine whether your financial support schemes are fit for purpose, we strongly encourage you to consult your students.

138. If you are able to assess which types of financial support your students prefer when given a choice, we would be pleased to see you reflect this preference in the design of your financial support.

### National Scholarship Programme

139. The Department for Business, Innovation and Skills (BIS) sets the overall policy and funding level for the National Scholarship Programme (NSP). HEFCE administers the fund on the Department's behalf.

140. As stated in HEFCE publication 2012/09, *National Scholarship Programme 2013-14: provisional allocations and guidance for institutions*, the Government's contribution to the NSP will be £150 million for 2014-15. HEFCE published updated guidance on 17 January 2013. This explains changes to the way in which institutional allocations will be made for 2014-15, sets out provisional allocations for 2014-15, and describes the way in which institutions will be required to contribute to the programme. See [www.hefce.ac.uk](http://www.hefce.ac.uk) for the updated HEFCE guidance.

141. Following the first year of the formative evaluation of the programme and based on advice from the NSP expert steering group, BIS has decided the following changes:

- a. Funding allocations to institutions will be calculated by a new method. This allocation method better aligns with the NSP eligibility criteria, using the principle that funding should be more focused on institutions that have a higher proportion of students from low income backgrounds.
- b. Institutions' financial contribution requirement will be set at the level previously planned for 2014-15 in their existing access agreements. Where this would result in financial contributions greater than a ratio of 1:1 the institution is free to make additional NSP awards and/or re-direct the excess to any access or retention activity in their access agreement.
- c. Institutional financial contributions will only be required from institutions with an access agreement.
- d. Part-time students are eligible for all elements of the NSP menu including those relating to maintenance.

142. HEFCE's NSP guidance also explains how HEFCE intends to monitor the delivery of the NSP by institutions in 2013-14, and specifies the data institutions should seek to collect in order to meet our monitoring requirements. It also gives information about the ongoing formative evaluation of the programme.

### Other financial support

143. In 2014-15, the only formal requirement in terms of financial support for new entrants is that institutions with access agreements must match their NSP allocation; however, 2012-13 and 2013-14 access agreements show that many institutions offer additional financial support.

144. In 2012-13 access agreements we saw the widespread use of in-kind support, for example, accommodation discounts or voucher systems to enhance the learning experience. Some institutions reported that, under the pre-2012 system of fees and student funding, these schemes improved student

retention and degree outcomes. If you have your own evidence on the benefit of bursaries, fee waivers or in-kind support, you should use it to inform decisions on what form your financial support takes.

145. You should record the amount you'll invest in financial support in Table 4 of your Excel template. Where you intend to allow students to choose whether they wish to receive their student support in the form of a fee waiver, bursary or other in-kind award (or any combination of these), you should include this expenditure under 'student choice'.

146. You are required to:

- monitor and evaluate the effectiveness of any financial support you offer
- monitor the impact of any reductions in financial support.

It's important that you monitor and evaluate, at an institutional level, the impact of your financial support arrangements on access and student success, particularly whether fee waivers and maintenance support impact differently, because the impact of bursaries and fee waivers on student choices and/or outcomes under the new system is not yet clear.

147. OFFA will undertake significant sector-wide analysis in the coming year to understand the impact of different types of fee and support arrangements on applicant and student behaviour.

#### *Targeting financial support*

148. Financial support must be tightly targeted. We will normally expect you to target your non-NSP financial support at the most disadvantaged students. Pre-2012, 75 per cent of financial support went to students with residual household incomes of less than £25,000.

149. We will only count expenditure on financial support directed at those entitled to statutory Maintenance Grants (for 2013-14 entrants this included students with a household income of up to £42,611) and those from other under-represented groups. If you are unsure whether a target group is countable, please ask us.

150. We will monitor how well targeted your financial support is and may review our thresholds if necessary in future guidance.

151. You are, of course, free to use your own resources to support other students as you see fit (for example, to recognise outstanding academic, sporting or musical achievement). However, any financial support delivered to students who are outside our target groups is not part of our remit so it won't count as part of your access agreement expenditure.

#### *Financial support for continuing students*

152. Continuing students who started their courses between 2006-07 and 2011-12 must continue to receive the institutional financial support (including the minimum bursary) that was advertised to them when they applied, subject to any inflationary increases or decisions to increase the support offered. You may not increase the fee (other than for inflation, where permitted) or reduce the package for any continuing student as this would be in breach of your agreement with us.

## Targets and milestones

### **Your access agreement must include:**

- ✓ targets that set out the desired outcomes of the work described in your access agreement. These targets must:
  - be stretching
  - be proportionate to the level of fee you are charging and the distance you have to travel towards a socially representative intake and/or good student success levels
  - include at least one statistical target based on how representative your entrants are and, where appropriate, your student success performance
  - be measurable on a consistent basis, with baseline data where possible
  - be set over five years and include annual or interim milestones to help you monitor whether you are making progress.

## Guidance notes

### Setting targets

153. While it is for you to set your own targets and milestones, they need to be agreed by us.

154. The targets included in your Excel spreadsheet are pre-populated using the information you provided to us in your 2013-14 access agreement. You should not remove targets from your agreement, except where the programme being measured has been discontinued or the target has otherwise become obsolete. You must discuss any such removal of targets with OFFA in advance of submitting your 2014-15 access agreement.

155. If you choose to adopt different measures or performance indicators from those in your current agreement, we may wish you to continue monitoring against the old measures for a period, in order to maintain an understanding of your progress over time and to understand the relationships between the different measures or methodologies. For further information on choosing what targets to use, see paragraphs 81 to 96 of OFFA publication 2011/01, *How to produce an access agreement for 2012-13*.

156. You may wish to add targets where you have established new programmes or have changed your strategic priorities. The targets that you choose should be based on your assessment of where you need to improve on access and, where appropriate, on student success.

157. You may wish to update baseline figures with the most recent data but this is not obligatory.

### Retaining the ambition of your 2012-13 and 2013-14 targets

158. Early indications show that 2012-13 may be atypical in terms of student recruitment. There is not yet sufficient data to assess the full impact of the new fees regime on application rates and on the number of entrants from under-represented groups.

159. We do not consider a reduction in the ambition of your targets to be an appropriate response to a reduction in performance. Therefore we won't approve a decrease in the overall ambition shown in any previously agreed target on the basis of changing recruitment patterns or a decline in access performance in 2012-13.

160. Where you have seen underperformance on access and/or student success in 2012-13, we would expect you to consider refining and improving your access measures rather than reducing the ambition set out in your targets. We strongly encourage additional outreach activity, which may require additional investment.

161. However, we recognise that activities should be planned on a long-term basis, using trends in data to inform them; we do not encourage uninformed responses. Therefore we recognise that you may prefer to wait until more data is available before reviewing your access measures.

### Collaborative targets

162. We strongly encourage you to develop collaborative targets because they can help you to illustrate the value of your collaborative work, and to link your efforts in this area with related achievements.

163. Collaborative targets allow you to demonstrate the effectiveness of general aspiration-raising interventions, even where these do not directly translate into recruitment to your institution. For example if you are collaborating with other regional higher education providers, you may wish to set a target on the number of students entering higher education following your outreach activities at a regional or national level, not just at an institutional level. Some institutions have also developed collaborative targets around the provision of information, advice and guidance, or on joint interventions such as summer schools.

164. Each collaborative target may be included in the access agreements of all partner institutions.

165. We were pleased to see additional collaborative targets in 2013-14 access agreements and we strongly encourage you to consider how you might strengthen your collaborative targets in 2014-15.

166. We appreciate that collaborative targets can take time to develop, therefore if you are still working with partner institutions to develop targets please tell us in your access agreement.

### Evaluating collaborative targets

167. The collaborative targets you set should be evidence based and you should build in ways to evaluate the impact of your activity over time. Some institutions are investing in collaborative ways of tracking potential students which will be a useful resource to enable you to set meaningful collaborative targets in the future.

168. However this data may not be available yet, and we understand the long-term nature of this work. We are happy for you to include the cost of setting up such systems in your access agreement.

### Equality and diversity targets

169. We were surprised not to see more targets on equality and diversity in 2013-14 access agreements. Your institution may have relevant objectives on access and student success that it's working towards to comply with the Equality Act 2010, and we would expect these objectives to inform your access agreement.

170. When setting equality targets:

- a. You may wish to use national data provided by HESA and the Equality Challenge Unit to benchmark your institution, and use HEIDI to analyse your institutional profile.
- b. If you are including a target in relation to disabled students, you should consider whether a target based on the HESA indicator of students who are in receipt of Disabled Students' Allowance is the most appropriate measure. For example, it may be more useful to look at the proportion of students declaring a disability and, where appropriate, disaggregate it by impairment type.
- c. You may wish to evaluate your current access initiatives by protected characteristic to highlight any differences in how your outreach and access work impacts on different groups of people. For example, students with different disabilities face different barriers to access and student success, so you may wish to consider whether your targets account for this.

- d. You might consider which students are less likely to finish their course, leave your institution with a 2:1 or first class honours degree and/or to be in graduate-level employment after six months of graduation, and set targets accordingly. For further detail on this, see HEFCE publication 2010/13 *Profile and progression of entrants to full-time, first degree study*, available at [www.hefce.ac.uk/pubs](http://www.hefce.ac.uk/pubs).
- e. Some ethnic groups or sub-groups are well-represented in higher education generally, while others are under-represented<sup>15</sup>. Any targets you include should take into account which ethnic groups or sub-groups are under-represented in your institution.

### Targets for further education colleges

171. The main published HESA performance indicators do not cover further education colleges, but FECs may wish to refer to HEFCE publication 2012/20, *Widening participation and non-continuation indicators for further education colleges: Overview of trends* (available at [www.hefce.ac.uk/pubs](http://www.hefce.ac.uk/pubs)), which shows the profile of students from low participation neighbourhoods for young full-time higher education entrants registered at FECs in 2009-10.

172. This information has only recently been made available, and does not cover all FECs, so you will also need to use your own data to assess your track record. Where you have your own data on student social class or descriptions of current access and widening participation measures, you should include it in your access agreement.

173. As with all institutions, the targets that you set should be proportionate to the level of fee you are charging and the distance you have to travel to a socially representative intake and/or good student success levels.

### Targets for part-time courses

174. HESA performance indicators for part-time students are less extensive than for full-time students, so where you choose to add targets to reflect the inclusion of part-time courses, we

<sup>15</sup> Source: Equality Challenge Unit, *Equality in higher education: statistical report 2011 Part 2: Students*, 2011, available at [www.ecu.ac.uk/publications/files/equality-in-he-stats-11-part-2-students.pdf/view](http://www.ecu.ac.uk/publications/files/equality-in-he-stats-11-part-2-students.pdf/view).

recognise that in some cases these may be developmental in nature. For example, you may need to do further work to understand the make-up and characteristics of your part-time learners under the new system of fees and student support. Where this is the case, you should state this, including where you may look to develop a target in subsequent years.

175. You may particularly wish to focus on part-time student success, in light of HEFCE research which shows that part-time completion rates are significantly lower than those for full-time study (HEFCE publication 2009/18, *Part-time first degree study: entry and completion*, available at [www.hefce.ac.uk/pubs](http://www.hefce.ac.uk/pubs)).

176. You may also wish to refer to HESA non-continuation data for part-time students (HESA T3e) in informing your work in this area, although you should note that there can be particular difficulties with data around part-time students due to the flexibilities in the patterns of study and time taken to complete a course.

### Progress against targets

177. Access agreements are now reviewed and renewed annually. In considering your progress against your targets we will normally consider trends rather than single data points. Where it's clear that you are not making progress against your targets, we will discuss the reasons for this with you and, if necessary, ask you to address the issue. Initially you should investigate putting new measures in place to tackle your lack of progress. We might also steer you towards areas of good practice if we felt this was necessary.

178. If we remain unsatisfied with your progress, we will direct you to concentrate on particular areas of activity, or to target your financial support better. We might also direct you to increase your overall expenditure on access under your agreement.

179. We want to understand the progress you are making with both your longer and shorter term initiatives. For example, if your progress in meeting your targets for applicants and entrants is flatter than expected, we would want to understand

whether there were any short-term actions you could take to improve this. We would also consider whether you have sufficiently invested in longer-term outreach where monitoring and evaluation show this is likely to pay dividends in future years and, if so, when this is likely to happen.

## Monitoring and evaluation arrangements

### Your access agreement must include:

- ✓ how you intend to monitor and evaluate the measures set out in your agreement (including collaborative work) and your progress against your targets and milestones
- ✓ evidence to demonstrate how you have embedded evaluation work into your access strategy
- ✓ who is responsible for the agreement, including the senior manager, bodies and groups responsible for its delivery
- ✓ whether there is student representation on any of the bodies/groups responsible for your monitoring and evaluation.

### Guidance notes

180. Ministers have asked OFFA to ensure that institutions have a clear, robust evidence base for their access activities, in order to demonstrate how institutions' expenditure represents value for money and achieves results. Well-designed evaluation is critical to ensuring long-term value for money.

181. Your agreement must describe how you intend to monitor and evaluate the measures set out in your agreement and your progress towards your targets. We expect you to draw on research evidence, where available. The practitioner toolkit on evaluation, available at [www.heacademy.ac.uk/resources/detail/WP\\_outreach\\_toolkits/all](http://www.heacademy.ac.uk/resources/detail/WP_outreach_toolkits/all), may be of use.

182. It can be challenging to evaluate the impact of long-term activities but such work is crucial in ensuring your investment in outreach is well spent. We strongly encourage you to collaborate with other institutions and organisations to design effective ways of

capturing this information. Any expenditure invested in this is countable in your access agreements.

183. We expect you to collect monitoring data in respect of all your initiatives and activities as a matter of course and to evaluate them where necessary, so enabling you to target the majority of your expenditure on projects with the best chance of success and the most impact. For guidance, see HEFCE circular letter 24/2010, *Widening participation strategic assessments: guidance on developing evaluative approaches to widening participation activities and commitments*, available at [www.hefce.ac.uk/pubs](http://www.hefce.ac.uk/pubs).

## Equality and diversity

### Your access agreement must include:

- ✓ a statement that demonstrates that you have paid due regard to equality and diversity in designing your access plans, as is your responsibility under the Equality Act 2010
- ✓ a broad overview of how your access agreement activity positively impacts upon equality and diversity in your institution
- ✓ evidence that you have considered the impact of your activities on protected equalities groups
- ✓ examples of how your access agreement activity interacts with your institutional work on equality and diversity
- ✓ detail on how you intend to monitor and evaluate the impact of your access and student success plans on equality and diversity.

### Guidance notes

184. We require you to demonstrate that you have executed your responsibilities under the Equality Act 2010 (that is, having due regard to equality and diversity in designing your access plans for 2014-15). Under the Act, you must have due regard to the need to:

- eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Act

- advance equality of opportunity between people who share a protected characteristic and those who do not
- foster good relations between people who share a protected characteristic and those who do not.

185. You must provide a broad overview of how your access agreement activities help to advance equality of opportunity and foster good relations between people who share a protected characteristic under the Equality Act 2010 and those who do not: for example, financial support packages for disabled students; retention activity targeted at mature students; or activities to address the unequal outcomes between different ethnic groups. We do not require an exhaustive list but we are keen to better understand institutional focus on equality and diversity activities.

186. This overview should evaluate your current access initiatives by protected characteristic to highlight any differences in how your outreach and access work impacts on different groups, so you can see whether you need to target aspects of your access and student success work at particular groups of prospective and current students. Where possible, you should provide evidence such as information taken from equality impact assessments.

187. As well as ensuring your plans do not discriminate against any different groups of people, your access agreement can help to advance equality of opportunity between people who share a protected characteristic and those who do not. Although OFFA's definition of 'under-represented groups' does not explicitly include all the protected characteristics covered by the Equality Act 2012, many of them inter-link with groups that are under-represented in higher education, such as disability, race, age (mature students) and gender. You may therefore include expenditure on activities to target these interlinked areas in your access agreement.

188. People who share a protected characteristic may also be more likely to be from a lower socio-economic group, or from a low participation neighbourhood. For example, people from black and minority ethnic backgrounds and disabled people are statistically over-represented within lower socio-economic groups and

low participation neighbourhoods. Given that activities targeted at those from lower socio-economic groups and low participation neighbourhoods count towards your access agreement spends, this provides a good opportunity to link your widening participation and equality strategies, meeting equality scheme targets and access agreement targets.

189. We consider it good practice for access agreements and equality and diversity work to be closely linked, especially if your equality and diversity team does not sit in the same department as your widening participation team. Your equality and diversity team can help you equality impact assess your access agreement, and advise you on the areas you may wish to focus on in relation to protected characteristics and access and student success. This may include representation on advisory boards or committees. For guidance on advancing equality and diversity in your institution, including best practice and related research, see the Equality Challenge Unit website, [www.ecu.ac.uk](http://www.ecu.ac.uk). In future monitoring returns and access agreements, we will require greater evidence of the commitment and impact of your work on equality and diversity. Therefore you will need to consider how you'll monitor and evaluate the impact of your activities on protected equalities groups.

## Provision of information to prospective students

### Your access agreement must include:

- ✓ an explicit commitment to publish clear and accessible information for existing and prospective students on the fees that you intend to charge and any financial support that you will offer
- ✓ brief details of how you intend to do this and the channels you are using (websites, prospectuses, etc.)
- ✓ an explicit commitment to provide timely, accurate information to Ucas (for courses that receive applications through Ucas) and the Student Loans Company (SLC) so they can populate their course databases in good time to inform applications.

## Guidance notes

190. You are required to publish (not just in your access agreement) clear and accessible information for applicants and continuing students on the fees that you intend to charge and any financial support that you will offer.

191. This information should make clear the eligibility criteria and level of financial support you are offering students in each year of their studies, particularly as NSP awards usually vary by year of study. You should also have regard to the Quality Assurance Agency for Higher Education's UK Quality Code for Higher Education concerning information about higher education provision (Part C, Indicator 2) – see [www.qaa.ac.uk/Publications/InformationAndGuidance/Pages/Quality-Code-Part-C.aspx](http://www.qaa.ac.uk/Publications/InformationAndGuidance/Pages/Quality-Code-Part-C.aspx).

192. Fee and financial support information should be published in time to inform potential students during the decision making process (i.e. as soon as access agreements are approved, or not later than August 2013).

193. We strongly encourage you to test the clarity of your information regularly with prospective and current students (including your student union).

## Broader information, advice and guidance

194. As well as information on financial support, we recognise that information, advice and guidance (IAG) is important to under-represented students at all stages of the student life-cycle. Therefore you may include in your access agreement targeted expenditure on additional IAG support, not just in respect of outreach and student success, but also through to progression beyond higher education; for example, to enable greater social mobility into professions where this is low.

## Consulting with students

### Your access agreement must include:

- ✓ a detailed statement on the extent to which you have consulted with students in its development, including the nature and timings of this consultation.



## Guidance notes

195. This year we have given institutions more time between publication of our guidance and the submission date to allow for more meaningful consultation with students.

196. For 2013-14, most institutions consulted prospective and current students, especially in the design of their financial support arrangements. We strongly encourage you to consult students (including student unions or associations) in the design, implementation and monitoring of your access agreement and in particular, to involve students at an early stage when drawing up your plans for outreach, student success and financial support.

197. You may also wish to consider where there are opportunities to involve students in the implementation of access agreements and in monitoring performance. Where possible you should include detail of any evidence you have. For example, your student union might provide a statement as to the nature of consultations or comment on your access agreement, or you could provide the outcomes of surveys/focus groups or details of how students are represented on institutional committees, boards or networks.

198. You should highlight where students or student unions have been involved in the design of financial support packages or their implementation. For example, some student unions run IAG sessions or help to explain, by all appropriate means, the available support packages to ensure maximum take up from eligible students.

199. We encourage student unions to engage fully in the development and implementation of the access agreement and to continue to provide feedback to us on their experiences. We would be happy to consider this feedback alongside the access agreement. Institutions may wish to publish a statement from their student union alongside their agreement – for example, in an annex.

# How to submit your access agreement

200. To submit your access agreement:

- download Annexes B and C in Microsoft Excel format from the HEFCE extranet – see below for instructions on accessing the extranet
- produce your access agreement and complete your Excel template (Annex B), checking carefully against the guidance in this document. If in doubt, ask us for clarification
- fill in the checklist at Annex C confirming that you have included everything on it
- submit your access agreement, your completed financial template, and your checklist (Annex C) via the extranet by **Monday 8 April 2013**.

## How to access the HEFCE extranet

If you have used the HEFCE extranet at <https://data.hefce.ac.uk/data> before, you can log in using a registered email address: Click on My Account, followed by Join Group. You will then need to enter the 'group key' (which identifies your institution and the 2013-14 access agreement submission). We will send these group keys by post to all of our registered OFFA contacts shortly.

If you have not used the HEFCE extranet at <https://data.hefce.ac.uk/data> before, you will need to register, using a valid email address. To do this, you'll need a 'group key' (which identifies your institution and the 2013-14 access agreement submission). We will send these group keys by post to all of our registered OFFA contacts shortly.

If you do not currently have an access agreement, but wish to have one in place from 2014-15, please email [enquiries@offa.org.uk](mailto:enquiries@offa.org.uk) and we will send you a group key.

If you have any difficulty registering, accessing or using the extranet please contact Patrick Jennings (email: [extranet@offa.org.uk](mailto:extranet@offa.org.uk), tel: 0117 931 7386).

# What happens once you have submitted your access agreement

## How we will consider your access agreement

201. Once we receive your access agreement we will consider it against the requirements set out in this guidance (please refer to the lists headed 'Your access agreement must include:' for full details). In particular, we want to see:

- the fees you intend to charge full-time and part time students
- an assessment of your performance that clearly identifies areas you wish to prioritise based on reliable data and evidence collected through the monitoring and evaluation of your previous access plans
- a level of investment that reflects the diversity of your student population
- details of any financial support you will offer, including NSP and non-NSP schemes, the eligibility criteria you'll use, and the amount of financial support a student will receive
- access plans that target the priority groups highlighted in the assessment of your current performance
- activities that are all well targeted at under-represented groups
- outreach and student success work that is informed by evidence, including your commitments to collaborative outreach, and long-term outreach with pre-16 age groups
- plans that are supported by evidence and evaluation
- equality and diversity embedded in your work
- challenging and realistic targets and milestones that do not represent a decrease in ambition from those agreed in your 2013-14 access agreement.

202. If any of the information we require is unclear or missing, we may have to clarify matters with you or ask for more information before we can reach a decision. To minimise delays, please fill in and return the checklist at Annex C to confirm you have included all the above.

## When we will tell you the Director's decision on your access agreement

203. If you submit your agreement to us by Monday 8 April 2013 with all the required information and there is no need for negotiation or discussion, we will guarantee a decision no later than 31 July; although in the interests of getting early information to potential applicants before the end of the school and college summer term, we will try to release decisions earlier if possible.

204. We will release all decisions at the same time, other than those where we are still in negotiation or where required information is missing or remains unclear. Late submissions may also result in a late decision.

## What happens if your agreement is not approved

205. If we are not satisfied with your draft access agreement, we will raise our concerns with you and give you the opportunity to make amendments or provide further evidence as to why we should approve your agreement. All such conversations will take place at draft agreement stage. Formal decisions will be made only once all negotiations have been completed.

206. OFFA may contact you, for example, where we judge the proposed targets to be insufficiently stretching or where we have issues with levels of expenditure. This negotiation period will take place in May and June. You will need to have the appropriate staff available during this period with sufficient levels of authority (or delegated authority) to make decisions about targets, levels of expenditure, and other aspects of the agreement.

207. If we reject your agreement, you then have 21 working days from the date of our decision to apply for a review by a person appointed by the Secretary of State. The review body can either uphold our decision or ask us to reconsider it. You can request a review if you:

- are presenting a material factor for consideration which for good reason you did

not include in your access agreement or in your representations to us

- believe we have disregarded a material factor which we should have considered
- think that our provisional decision is disproportionate in view of all the relevant facts.

208. We will consider the opinion of the review body and give you a final decision within 10 working days from the time we receive the review body's opinion.

## Conflicts of interest

209. Our aim is to be as transparent as possible when assessing access agreements. If we believe there may be a conflict of interest in assessing a particular access agreement, we will, if necessary, seek a second opinion from our independent Advisory Group or an independent senior figure before finalising our decision.

## How the Freedom of Information Act affects access agreements

210. OFFA is subject to the Freedom of Information (FOI) Act 2000, which gives the public a right of access to any information we hold. Further information about the FOI Act is available at [www.ico.gov.uk](http://www.ico.gov.uk).

211. The legislation allows us to refuse to disclose information in exceptional circumstances. OFFA won't release draft agreements or details of negotiations with institutions, if this information is requested, because this would prejudice our ability to conduct frank and open negotiations in the future and so the public interest in not disclosing outweighs the public interest in disclosing.

## Material changes in circumstance

212. We recognise that some uncertainties will remain at the time when we require you to take decisions on your fee levels and access agreement commitments. For example, HEFCE will not have published the final allocations of NSP, and may still be confirming how the student number control should be implemented from 2014-15.

213. Where there are significant changes to your circumstances after the submission of your agreement and you wish to change any of your commitments, you should discuss this with us at the earliest opportunity. Any changes that reduce your commitments will require our approval.

214. However, you must honour any financial commitments you have made to students. Whether or not these commitments change according to the fee charged will depend on how they have been advertised.

## You must publish your access agreement

215. You are required under the 2004 Higher Education Act to publish your access agreements. We also publish all approved agreements on our website at [www.offa.org.uk/access-agreements](http://www.offa.org.uk/access-agreements), allowing interested parties to search for and view all access agreements in one place.

216. As access agreements apply to students for the duration of their studies, you should maintain a published archive of all access agreements, not just your most recent one.

# Annex A

## How we will monitor the commitments you make in your access agreement

### Annual monitoring

1. As with previous access agreements, you will be required to submit annual monitoring reports setting out how you have delivered the commitments in your agreement.

2. Annual monitoring reports include a requirement to report on fee income, expenditure and progress against milestones and targets. You will also be asked for a narrative summarising your progress.

3. Currently we require monitoring returns in the January after the academic year end. We usually issue guidance for annual monitoring returns in October.

4. We will want to understand as much as we can about performance at an institutional and sector level in advance of these monitoring returns. Ucas and other applicant data will be particularly important in providing the earliest evidence of applicant behaviour. We are working closely with Ucas to develop new data for institutions to support more sophisticated monitoring and targets for future access agreements. We will also work with HEFCE, SLC and others to develop better central data through which we can monitor the impact of the changes on under-represented groups.

5. The first years of the new student support arrangements may be atypical due to changes to applicant behaviour. We will therefore consider the progress you make against your targets in the context of sector-wide data. We also recognise that there may be delays between implementing measures and their impact; where this is the case we will expect you to provide contextual information on your inputs and set out when we can expect to see improvements in the associated outcomes.

### Audit

6. We reserve the right to audit any aspect of the commitments set out in your access agreement.

### Sanctions

7. There are sanctions open to us if, in our opinion, you commit a serious and wilful breach of your access

agreement. For example, this could apply if you:

- fail to deliver your outreach commitments for an unsatisfactory reason
- refuse to deliver the support you promised to students
- are seriously negligent in your interpretation of the agreement, our guidance, or related legislation and regulations.

8. When looking at a potential breach, we will take account of the seriousness of your breach, alongside the efforts you have made to comply with the agreement. Where you have made all reasonable efforts, we will consider whether further action is necessary.

9. For example, if you were to spend less than you promised on outreach because you had an unavoidable delay in implementing a project, we would want assurance about your future outreach expenditure but would be unlikely to apply a fine. Similarly, if you were to make an error in delivering financial support to students as a result of a genuine oversight or misunderstanding, we would require you to rectify the situation and pay any shortfall in support to affected students, but we might choose not to issue a fine.

10. Although we are now more focused on the outcomes you achieve under your access agreement, we would not impose a sanction solely on the basis of you not meeting your targets or milestones.

11. However, when deciding whether to impose a sanction in respect of a breach of your agreement, we would take into account any lack of progress towards your targets, the effort made to achieve them and the possible reasons behind any lack of success.

### Imposing a sanction

12. Where, after initial investigation, you appear to be in serious breach of your agreement, we will formally write to you setting out any financial penalties and the reasons for them. You will have 21 working days from the date of our letter to respond with any representations before we take a decision about sanctions.

## The sanctions available to us

13. In confirmed cases where there has been a serious and wilful breach we may impose a financial penalty and/or refuse to renew your access agreement.

### About financial penalties

14. We can ask HEFCE or the Secretary of State for Education to withhold up to £500,000 of your grant, either temporarily until you have honoured your commitments, or as a fine.

15. If you have charged students a fee that is above the level set out in your access agreement we will ask HEFCE or the Secretary of State for Education to withhold part of your grant until you have repaid your students. This will be 110 per cent of any difference between the fees charged or the higher amount permitted in the regulations (whichever is lower) and the level of fee permitted by your access agreement.

16. In addition, HEFCE or the Secretary of State for Education may also decide on their own account to withhold further grant where fees charged exceed the higher amount permitted in legislation. This will also be at a rate of 110 per cent of the difference between the fees charged and the fee permitted by your access agreement.

17. Similarly if you have given an undertaking to provide bursaries and outreach work and have not made satisfactory efforts to deliver these plans, a proportion of your grant will be withheld until you have fulfilled your commitments. This will amount to 110 per cent of the difference between your actual and planned expenditure.

### About refusal to renew your access agreement

18. On expiry of your access agreement, we can refuse to approve a new access agreement for a period specified by the Director of Fair Access.

19. This would prevent you from charging fees above the basic amount for students who start their studies in any year when you do not have an approved agreement in place. Such entrants would only be liable to pay the basic fee for the duration of their studies.

# Annex B

## Sample Excel template

As part of your access agreement, you need to complete and return an Excel template which gives information relating to your fees, income and expenditure under your access agreement, and your targets/milestones.

The template will shortly be available to download from the HEFCE extranet at <https://data.hefce.ac.uk/data>. For information on using the extranet see 'How to submit your access agreement' (paragraph 200).

# Annex C

## Checklist

All access agreements must include the information set out in the following checklist. Please complete the Excel version of this checklist (available to download from the HEFCE extranet, <https://data.hefce.ac.uk/data>) as confirmation that all the necessary elements have been included and upload it to the extranet alongside your access agreement and your Excel template (Annex B).

Does your access agreement include:

	I have included this
The fees you intend to charge full-time and part time students	
An assessment of your performance that clearly identifies areas you wish to prioritise based on reliable data and evidence collected through the monitoring and evaluation of your previous access plans	
A level of investment that reflects the diversity of your student population	
Details of any financial support you will offer, including NSP and non-NSP schemes, the eligibility criteria you'll use, and the amount of financial support a student will receive	
Access plans that target the priority groups highlighted in the assessment of your current performance	
Activities that are all well targeted at under-represented groups	
Outreach and student success work that is informed by evidence, including your commitments to collaborative outreach, and long-term outreach with pre-16 age groups	
Plans that are supported by evidence and evaluation	
Equality and diversity embedded in your work	
Challenging and realistic targets and milestones that do not represent a decrease in ambition from those agreed in your 2013-14 access agreements.	



# Annex D

## Glossary

**Additional measures or expenditure:** By 'additional' we mean measures from previous access agreements that you will continue to deliver in 2014-15, plus any new measures that are delivered from 2014-15. You may also include measures that were previously funded through other means; for example, collaborative working previously funded by Aimhigher – see 'What we will count as expenditure', paragraphs 87 to 88.

**Basic level of fee:** The level of tuition fee up to which an access agreement is not required. See paragraphs 15 to 17 for details.

**BIS:** Department for Business, Innovation and Skills

**BME:** Black and minority ethnic

**Contextual information:** Information used by institutions which puts attainment in the context of the circumstances in which it has been obtained; this is mainly information about educational, geo-demographic and socio-economic background.

**Entrant/year of entry:** When we refer to entrants, or year of entry, we mean the academic year in which students started their course.

**Fee cap:** The maximum regulated fee that can be charged under an access agreement. See paragraphs 15 to 17 for details.

**Fair access:** Equality of opportunity for all those who have the potential to benefit from higher education, irrespective of their background, schooling or income. This term is often used with reference to the uneven distribution of under-represented students between institutions across the higher education sector, in particular in referring to the most selective institutions, where entry requirements are high and the pool of applicants from disadvantaged backgrounds is relatively small.

**Fair access work:** Work aimed at improving access of under-represented groups to your institution or institutions like yours (whether measured against the background population, or the background population of qualified people).

**FEC:** Further education college

**Fee-regulated courses:** Those full-time and part-time courses that are subject to regulated fees. (See also 'Student population covered by access agreements', below.)

**FTE:** Full-time equivalent

**HEFCE:** Higher Education Funding Council for England

**HEI:** Higher education institution

**HEIDI:** Higher Education Information Database for Institutions. A web-based management information service, run by HESA, that provides quantitative data about equality and diversity in higher education.

**HESA:** Higher Education Statistics Agency

**Higher fees/higher level of fee:** Tuition fees above the basic level. See paragraphs 15 to 17 for details.

**Highly selective institution:** As described in OFFA publication 2010/03 *What more can be done to widen access to highly selective universities?* For the purpose of this research a highly selective institution was defined as those for which both the entry requirements and the demand for places are high. This took into consideration a number of measures such as the most selective third of universities by entry tariff points, the self selected 'mission' groupings of institutions that categorise themselves as research intensive and selective, and the Sutton Trust grouping of 13 highly selective universities.

**IAG:** Information, advice and guidance

**ITT:** Initial teacher training

**Long-term outreach:** Activities which target younger age groups and work with the same students over a sustained period of time, for example over a number of years through different types of activities.

**Milestones:** The yearly goals you have set within your target in order to track progress.

**New-system students:** Students who started their courses in September 2012 or later.

**NSP:** National Scholarship Programme

**Old-system students:** Students who started their studies in academic years 2006-07 through to 2011-12, and who are still studying at your institution in later years, including students who started their courses in August 2012.

**Outreach work:** For the purposes of an access agreement, outreach work includes any activity that involves raising aspirations and attainment among potential applicants from under-represented groups and encouraging them to apply to higher education. This includes outreach directed at young or mature students aspiring to full or part-time study. We particularly encourage sustained, co-ordinated activities that work with pupils and other potential applicants over a number of years.

**PI:** Performance indicator

**Protected equality characteristics:** Protected characteristics are the grounds upon which discrimination is unlawful. The protected characteristics (section 4) under the Equality Act 2010 are:

- age
- disability
- gender reassignment
- marriage and civil partnership
- pregnancy and maternity
- race
- religion or belief (including lack of belief)
- sex
- sexual orientation.

**Publicly funded institutions:** Providers of higher education that are directly funded by the Higher Education Funding Council for England (HEFCE) or the Teaching Agency (TA).

**Student success:** Measures that ensure that students access the full benefits of higher education by completing their studies, and improve academic outcomes and employability.

**Student population covered by access agreements:** Full-time and part-time home/EU undergraduates (and some postgraduate courses for the initial training of teachers) that are charged

higher fees. This population excludes:

- those studying at an intensity of less than 25 per cent FTE
- those studying a course which leads to a qualification equivalent to or lower than one they already hold, as defined in the Education (Student Support) Regulations 2011 SI2011/1986
- those in receipt of a non means-tested NHS bursary.

*Please note there may be other exceptions not covered in this list.*

**TA:** Teaching Agency (formerly the Training and Development Agency for Schools)

**Target:** An objective you have set, which you will track over a five year period.

**UKPRN:** UK Provider Reference Number

**Under-represented groups:** Groups that are currently under-represented in higher education at the national level rather than at a particular institution or course, including (but not limited to):

- people from lower socio-economic groups or from neighbourhoods where higher education participation is low
- people from low income backgrounds up to the upper threshold for statutory Maintenance Grants (in 2013-14, this was £42,611)
- some ethnic groups or sub-groups
- disabled people
- people who have been in care.

**Variable fees:** The full-time undergraduate tuition fees payable to an institution. Variable fees were introduced by the Higher Education Act 2004. The Government has yet to announce the maximum tuition fees for full-time and part-time students for 2014-15. It intends to do so in the spring. For 2013-14, fees could be set between: £0 and £9,000 for full-time students; £0 and £6,750 for part-time students; and £0 and £4,500 for students on sandwich placements or study years abroad.

**WP:** Widening participation. Improving the representation of under-represented students in higher education at a national level.

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