

April 2012/03

Guidance

This document gives guidance to institutions on how to produce access agreements for 2013-14.

All institutions that wish to charge tuition fees above the basic level must submit an access agreement to OFFA by Thursday 31 May 2012.

How to produce an access agreement for 2013-14

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office for fair access

Alternative formats

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Foreword

Dear Colleagues

The following document sets out my expectations of what your access agreement for 2013-14 should cover. In drawing up this guidance, we have been mindful of the need for stability to allow you to understand the impact of both the new fee and support arrangements on student behaviour and the measures you put in place under your 2012-13 agreement. Our guiding principle therefore has been to change as little as possible from the guidance we issued last year for 2012-13 agreements.

However, although we are not expecting you to make wholesale changes to your 2012-13 agreements, there are some material differences in this new guidance. In particular, we are asking you to include both part-time and initial teacher training students in your 2013-14 access agreement. You will need to include part-time students for both 2012-13 and 2013-14 if you intend to charge them more than £4,500 in an academic year. This is the first time that part-time students have been included in agreements, so we recognise that any measures and targets you put in place to improve access and retention may be developmental in nature. We also now require statements both on how you have consulted with students in drawing up your agreement (if you haven't done so, you will need to say so) and on how you've met your responsibilities under the Equality Act 2010. And, on collaborative outreach, we are looking for more detail than, in many cases, you were able to provide in your 2012-13 access agreement. All these requirements are explained in detail in the pages that follow.

You may also find that the changed context in which you are operating following the Government's changes to student number controls means that you yourself wish to make changes to your access agreement to reflect your changed circumstances. These are matters for each institution to decide. However, in making such decisions, you will want to bear in mind that this remains a challenging period for widening participation and fair access; particularly if student numbers are constrained, or potential students from disadvantaged backgrounds do not judge that the significant benefits (financial and other) of higher education outweigh the



deferred costs. Certainly we would not expect you to reduce your efforts or the ambition of your targets.

In conclusion, I hope you find this guidance clear and reasonable, and our timescales, albeit demanding, achievable.

A handwritten signature in blue ink, appearing to read 'Martin Harris', written in a cursive style.

Sir Martin Harris
Director of Fair Access to Higher Education

How to produce an access agreement for 2013-14

To	Heads of higher education institutions and further education colleges in England
Of interest to those responsible for	Widening participation and fair access, strategic planning, heads of finance, marketing, recruitment and admissions
Reference	2012/03
Publication date	April 2012
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Executive summary

1. All publicly funded institutions wishing to charge higher tuition fees for full-time entrants in 2013-14, and/or part-time entrants in 2012-13 and 2013-14, must submit a new access agreement for approval by the Director of Fair Access. Access agreements set out how institutions will sustain or improve access and student retention.
2. This document sets out our guidance on:
 - who must submit an access agreement
 - how to draw up and submit an access agreement
 - what you should include in your agreement
 - what we will be looking for as regulators
 - how we will assess and approve your access agreement
 - what happens if your agreement is not approved.
3. Part-time students starting on or after 1 September 2012 will come under our remit for the first time. Therefore your access

agreement should cover part-time entrants in 2012-13 and 2013-14, as well as full-time entrants in 2013-14, and this document includes guidance on this.

4. You should also incorporate your initial teacher training arrangements into your main agreement, rather than providing a separate annex as you did for 2012-13.

Action required

5. You must submit your access agreement and your Excel template (see Annex B) by Thursday 31 May 2012 using the HEFCE extranet (<https://data.hefce.ac.uk/data>). See paragraphs 168 to 172 for further information on how to submit your access agreement.

6. For agreements submitted by 31 May, we will issue all approvals at the same time. We will do this as soon as we can and no later than 31 July.

Introduction

7. This document provides guidance on how to produce your 2013-14 access agreement. It updates and supersedes the guidance for 2012-13 access agreements, published in March 2011 (*How to produce an access agreement: OFFA guidance to institutions* (OFFA 2011/01)¹).

8. Following the latest Ministers' guidance to OFFA in February 2011, all institutions wishing to charge 'higher' tuition fees (that is, fees above the basic cap) from 2012-13 must now submit a new access agreement to the Director of Fair Access each year.

9. The basic and higher tuition fee caps for home and EU students starting courses in 2012-13 and 2013-14 are:

	Basic fee cap (per academic year)	Maximum fee (per academic year)
Full-time	£6,000	£9,000
Part-time	£4,500	£6,750
Students on sandwich placements or study years abroad and others on the final year of a full-time course ²	£3,000	£4,500

10. In this second year of access agreements under the new arrangements, we anticipate that changes to your 2012-13 access agreements may be limited in scale, as you are not yet in a position to review the impact of the plans you have put in place.

How to interpret our guidance

11. As we did last year, we will maintain a Q&A section on our website (www.offa.org.uk/universities-and-colleges) dealing with institutional queries, expanding on this guidance and providing links to good practice.

12. This guidance sets out our broad requirements and expectations. Where possible, our intention is to be helpful and illustrative rather than prescriptive.

Where our requirements are absolute we signal this clearly in the text.

13. We have drawn up the guidance to support good practice in widening participation, fair access and student retention. If you feel that following our guidance may make it more difficult for you to improve access and student retention, please contact us as soon as possible to discuss this.

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

What has changed since last year's guidance?

15. We do not yet know the impact of the 2012-13 agreements so our main principle has been to change as little as possible from last year's guidance on access agreements (OFFA 2011/01). We will continue to focus on:

- outcomes and targets
- outreach, including collaborative working
- student retention and success for those with relatively low retention rates
- higher expectations of those with furthest to go on access, particularly in terms of outcomes
- better targeted and more effective use of expenditure.

16. However, we have added elements such as part-time and initial teacher training, which were not covered in the previous guidance as Government policy was still being developed. We have also refined some areas for clarity and to take account of our experience of 2012-13 agreements. We have consulted sector bodies in producing this guidance.

17. Key areas where our guidance has changed:

- Part-time and initial teacher training.** We now know the arrangements for part-time courses, and initial teacher training (ITT), so you should include these in your 2013-14 access agreements. You must include part-time entrants for both 2012-13 and 2013-14.

¹ All OFFA publications are available at www.offa.org.uk.

² These courses are normally required to be completed after less than 15 weeks' attendance. For full details see The Higher Education (Higher Amounts) (England) Regulations 2010 SI2010/3020, Regulation 5.

- b. **Consulting with students.** Last year, in response to our guidance, the majority of universities and colleges reported that they had consulted with their student unions in developing their access agreements. This year, you will need to include a statement in your agreement on the extent to which you have consulted with students, including student unions, in its development. If you have not consulted with students, you must say so. However, we strongly encourage you to seek the views of your student union at an early stage in developing your 2013-14 agreements.
- c. **Collaborative outreach.** Most institutions referred to collaborative outreach within their access agreements for 2012-13. However, in many cases, the detail included was understandably brief because this work was at an early stage. For your 2013-14 access agreement, please review this section of your access agreement and include more detail where required. We also encourage you to consider how your collaborative work can be strengthened further.
- d. **Equality and diversity.** We now require a statement on how you have executed your responsibilities under the Equality Act 2010 in framing your access agreement.

18. There have also been changes to the wider higher education landscape which may impact on your access agreement, for example, changes to your student number control as a result of the 'core and margin' policy and the decision to exclude from the student number control students with entry qualifications equivalent to AAB at A-level or above.

You should now include initial teacher training and part-time courses in your access agreement

19. For 2012-13, we asked you to submit your ITT arrangements as a separate annex to your main access agreement, as funding and associated arrangements for ITT courses were finalised after

mainstream higher education (HE) courses. These arrangements are now in place, so for your 2013-14 agreement, you should incorporate your ITT arrangements into your main agreement.

20. The Government has now introduced legislation regulating fees for part-time students studying at an intensity of at least 25 per cent of a full-time course, starting on or after 1 September 2012. As with full-time, this excludes those studying on a course which leads to a qualification that is equivalent to or lower than one already held.

21. Under the new arrangements, institutions without an access agreement may charge up to £4,500 to part-time students in an academic year³, and institutions with an access agreement may charge up to £6,750 in an academic year. You must therefore 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.

22. We did not ask you to confirm your plans for part-time students in your 2012-13 access agreement as the legislation covering these students was not in place. So, in addition to full-time and part-time students starting in 2013-14, your 2013-14 access agreement should also cover access and/or student retention for part-time learners in 2012-13.

23. As 2012-13 will be the first year you have included part-time students, we recognise that any access measures and targets you choose to put in place for these students may be developmental in nature. In some cases, you may need to do further work to understand the existing make-up and characteristics of your part-time learners, and we expect these plans may develop over time.

24. Wherever possible, we have looked to create unified systems to help you consider part-time and full-time students together.

³ The definition of academic year is covered in the Education (Student Support) Regulations 2011 (SI 2011/1986) within regulation 2.

Who needs to produce an access agreement?

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

- provide full-time and/or part-time undergraduate higher education courses and/or those postgraduate courses for the initial training of teachers that are subject to regulated fees, and
- are directly funded by the Higher Education Funding Council for England (HEFCE) or the Teaching Agency (TA)⁴, and
- wish to charge Home/EU students more than £6,000 for full-time fee-regulated courses and/or more than £4,500 for part-time fee-regulated courses. You will need an access agreement if you propose to charge any fees above these levels, even if only for one student on one course.

Higher education delivered in further education colleges: franchised courses⁵

26. Further education colleges (FECs) must have their own access agreement if they are directly funded by HEFCE or the TA for any fee-regulated full-time courses with a fee above £6,000, or any fee-regulated part-time courses with a fee above £4,500. 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.

27. If a course for which a higher fee is charged is indirectly funded, the franchiser, in consultation with its partner college, must cover that course in its access agreement. An indirectly funded franchised course is one where the college receives the funding through the franchising HEI.

28. Therefore, depending on its provision, an FEC's HE courses may be solely covered by its own agreement if it is directly funded, solely by the agreement of its franchising partner (or partners) if it is indirectly funded, or by a combination of its own and its franchising partner(s') agreements.

29. 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.

30. 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 to 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.

31. Where institutions are unsure how to include their franchise arrangements in either their access agreement, or their monitoring arrangements, they should contact us to discuss this.

⁴ Under Schedule 5 of the Education Act 2011, ITT institutions will receive financial assistance from the Secretary of State for Education. The Teaching Agency acts as agency of the Secretary of State for this transaction. For simplicity, we only refer to the TA in this guidance.

⁵ HEFCE guidance on franchised courses can be found in Annex F, paragraph 7 of HEFCE's publication 2011/27 *HESES11: Higher Education Students Early Statistics Survey 2011-12*, available at www.hefce.ac.uk.

What is an access agreement?

Introduction

32. Access agreements set out how institutions will sustain or improve access, retention 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, including (but not limited to):

- people from lower socio-economic groups or from neighbourhoods where HE participation is low
- people from low income backgrounds (in 2012-13 and 2013-14, this includes household incomes up to £42,600 – the upper threshold for statutory maintenance grants)
- some ethnic groups or sub-groups
- disabled people
- people who have been in care.

Type of document

33. Access agreements are published documents serving a statutory function, so they should set out the required information as clearly and concisely as possible.

34. Most of the document is free format, though we encourage you to follow the order of content presented in this document. This will make it easier for interested parties to read and compare agreements. We also ask that you provide some information (for example, financial information and targets) using the Excel template at Annex B.

35. Most agreements are only several pages long, although agreements with significant variation between courses or multiple targets may need to be longer.

How long do access agreements last?

36. Since the 2012-13 access agreements, agreements must be renewed and formally approved

each year. This was a significant change from previous arrangements under which an agreement could last up to five years before renewal and re-approval was required.

37. 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 it⁶. Therefore, you will normally have several agreements running concurrently for your students at any one time, relating to different years of entry. We do not expect you to change significantly the targets agreed in your 2012-13 access agreements.

Access agreements will vary between institutions

38. Within our guidelines, it is up to your institution to decide the 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 will wish to concentrate mostly on increasing those proportions, while an institution with a more representative student body, but relatively high non-completion rates, will wish to include measures and targets aimed at improving student retention and success.

Publication of access agreements

39. 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, allowing interested parties to search for and view all access agreements in one place.

40. 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.

⁶ 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).

Content of access agreements

41. Your access agreement (including your completed Excel spreadsheet, see Annex B) must include details of:

- fees and student numbers for *all* your fee-regulated full-time HE courses in 2013-14 and *all* your fee-regulated part-time HE courses in 2012-13 and 2013-14, including where you charge at or below the basic fee levels (see paragraph 9)
- fee income above the basic level for full-time courses in 2013-14 and for part-time courses in 2012-13 and 2013-14 (this will be calculated automatically by the spreadsheet)
- anticipated real terms fee rises in subsequent years, where permitted
- expenditure on additional access measures
- additional institutional and collaborative access measures, including (where applicable):
 - outreach
 - student retention and success
 - other policies or activities that are likely to support widened participation such as the development and use of contextual data in admissions processes, targeted outreach, or the improvement of school and college links
 - financial support targeted at students from low income backgrounds or other under-represented groups
- the targets and milestones you set (including any collaborative targets and milestones)
- how you are evaluating and monitoring the effectiveness of your access measures
- your commitments to provide timely, clear and accessible information to prospective students
- how you have engaged students in the design and implementation of your access agreement and monitoring arrangements
- consideration of equality and diversity issues when designing your agreement, including how you have executed your responsibilities under the Equality Act 2010.

42. There are more details below on what to include with regard to each of these requirements.

1. Fees, student numbers, fee income and fee rises in subsequent years

Your access agreement should include:

- the tuition fees you intend to charge new fee-regulated full-time entrants in 2013-14
- full-time equivalent (FTE) tuition fees you intend to charge new fee-regulated part-time entrants in 2012-13 and 2013-14 (note that the part-time fee limits do not vary by FTE)
- any permitted real terms rises in the fees planned for 2014-15 onwards.

Your Excel spreadsheet should include:

- the estimated number of full-time students at each fee level, including fees at £6,000 and below
- the estimated number of regulated part-time students for whom you anticipate the fee will exceed £4,500 in an academic year
- your estimated fee income above the basic level for full-time and part-time courses.

43. You should clearly state the FTE tuition fees you intend to charge for all your fee-regulated courses that are: full-time undergraduate courses in 2013-14; part-time undergraduate courses in 2012-13 and 2013-14; and postgraduate courses for the initial training of teachers that are subject to regulated fees, whether those fees are above or below the basic levels. We need a full understanding of all your institution's fee charges because this may have a bearing on our expectations of your institution-wide targets. We will take your average (mean) fee into account when considering whether your institution-wide targets are sufficiently ambitious.

44. Where you have different fee levels for different courses, you should set these 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.

45. Please be aware that:
- Your fees must comply with the Government's student fees regulations.
 - You must not charge the new regulated tuition fee rates to students who are continuing studies started before 1 September 2012⁷. This includes transfers, and progression to end-on courses – such as foundation degree to honours progression (whether to the same or different institution).
 - There are lower fee limits for students on sandwich placements and study years abroad (see paragraph 9 for details). Your access agreement should set out the fees that entrants can expect to pay in the year that they take a sandwich placement or study year abroad. We do not know yet whether institutions will be expected to charge fees to students on an Erasmus whole year abroad; if necessary we will provide further guidance in due course.

Student numbers

46. You must tell us the estimated number of students at each fee level in the Excel template at Annex B, whether above or below the basic fee level.
47. This information should be disaggregated into full-time and part-time students.

Specific guidance regarding part-time fees

48. If your full-time equivalent tuition fee for part-time students is more than £6,750, please also include a statement confirming that you will not charge any part-time student more than £6,750 in an academic year, in line with the fees regulations.
49. 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 56 to 60 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.

Permitted real terms fee rises

50. The Government has announced that the maximum tuition fees for 2013-14 will be maintained at 2012-13 levels (see paragraph 9). In line with the regulations, the Government will continue to set out the basic and higher fee caps each year, which may include permitted rises to maintain their value in real terms.

51. 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 in line with the amount set by the Government each year, we will assume that you intend your fees to remain at the levels stated in your agreement.

⁷ The exception to this is where a student has changed the mode of study.

2. Expenditure on additional access and retention measures

Your access agreement should include:

- how much you estimate you will spend on additional access and retention measures
- your assessment of your access and retention record.

52. Ministers' guidance to OFFA in February 2011⁸ made it clear that institutions that wish to charge above the basic fee would need to focus more sharply on the outcomes of access and retention activities, setting clear targets where you judge that you need to make progress.

53. We emphasise that the purpose of access agreements is to deliver progress in respect of access and student retention and success, not to secure a precise amount of money to this end. However, particularly in the first few years of the new arrangements, we have to consider the amount of money you invest in additional access measures as an important indicator of your commitment to achieving your targets.

54. As in 2012-13, we will therefore continue to base our expectations for future years on your fee levels and your performance on access and student retention.

What we will count as expenditure

55. We will count:

- all previous access agreement expenditure that you continue to make plus
- expenditure on new access and student retention and 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 (excluding ring-fenced public funds such as the Government's contribution to the National Scholarship Programme (NSP) or the Access to Learning Fund).

Our guidelines on what you should spend on access measures

56. We set out below some broad guidelines on the expenditure levels we anticipate you will wish to commit to access and, where necessary, student retention. These are unchanged from the levels in the 2012-13 guidelines and will apply to part-time and full-time students.

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

* By definition, postgraduate ITT trainees already have experience of HE, 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.

57. The above figures are not precise minimums. As with your 2012-13 access agreement, how much your particular institution chooses to spend will depend on your access and retention record and the fee levels you decide to charge. You might choose to spend more or less, depending on your performance in access and student retention (for more detail on how to assess your performance, see paragraphs 61 to 66). 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

⁸ *Guidance to the Director of Fair Access Issued by Secretary of State for Business, Innovation and Skills and Minister for Universities and Science*, February 2011, available at www.bis.gov.uk/assets/biscore/higher-education/docs/g/11-728-guidance-to-director-fair-access.

- 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 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.

58. 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.

59. As in 2012-13, in view of the importance placed on access outcomes, you will want to consider the resources required to progress against your targets and you may choose to spend more than the guideline figures outlined above. We will take a holistic view when considering whether your proposed spend is appropriate. In other words, there is no requirement to ring-fence set amounts for full-time HE, part-time HE, and postgraduate ITT, nor do we require you to demonstrate how much you are investing in each area. You simply need to consider your overall levels of spend.

60. While our guidelines are not precise minimums, we would be concerned if you proposed to spend significantly less and would want to discuss this with you. We may refuse an agreement if we feel that your expenditure on access and retention is insufficient to deliver your targets.

How to assess your access record

61. To determine where you fall within our expenditure guidelines, you should assess your

access record for full-time and part-time students and set out your assessment in your access agreement.

62. You should base your assessment on your own understanding of the measures and indicators that you consider most accurately reflect your access and retention performance. We recognise that there is no single ideal measure or indicator of access performance and you will want to take a balanced view of the information available to you. However, we would expect you to base your assessment around broad categories of under-representation, for example, measures around low participation neighbourhoods, social class, or school type or performance.

63. You should first assess your access performance in absolute terms according to the proportion of students from under-represented groups that you recruit (for example, absolute performance could include your Higher Education Statistics Agency (HESA) performance indicators, without any reference to benchmarks).

64. Once you have determined roughly where you sit on this measure, 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 sector average benchmarks in relevant indicators).

65. To assist us in evaluating your access agreement, alongside your assessment, we will consider your access performance against the range of HESA's widening participation and student retention performance indicators (PIs) 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 the widening participation allocation⁹. If you feel you are particularly disadvantaged by our approach, you should discuss

⁹ HEFCE uses different measures to calculate its widening participation allocation for young, full-time students, and for mature and part-time students. For details, see 'funding' under 'widening participation' at www.hefce.ac.uk.

your circumstances with us as early as possible. Further information on targets for further education colleges is at paragraph 132 of this guidance.

66. Where you have data on your access and retention performance on part-time students you may wish to take this into account in understanding your overall investment in access. However, we are aware that access to part-time courses for under-represented groups is not necessarily well understood in all institutions and you may not have data on under-represented groups in the same way that you do for your full-time undergraduates. We will therefore assume that you will 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. We will not ring-fence spending by mode of study as you are best placed to determine where funds are best directed to meet your aims.

How to balance your expenditure

The balance between widening participation, fair access and retention

67. We expect that you will want to concentrate most of your efforts on measures that will have a direct bearing on your own access or retention performance. However, as in 2012-13 agreements, we are also keen to secure expenditure on outreach that promotes widening participation generally and we expect all institutions to continue with such work. In particular, we encourage institutions to continue to work collaboratively.

68. The precise balance and the measures you put in place are for you to decide, informed by your access and retention record. For example, institutions with low proportions of students from under-represented backgrounds may want to concentrate mainly on access to their own institution or other similar institutions, while maintaining their collaborative widening participation work. Institutions whose student bodies are already more representative may want to concentrate mainly on improving their student retention and success (again, while continuing with their collaborative outreach work). Similarly, if there are gaps between the retention and success of different groups of students, you may also choose to focus further on this area.

The balance between non-financial measures and financial support

69. Under the old fee arrangements, the evidence suggests that long-term co-ordinated outreach has been a more effective use of access funds than the financial support available to students on entering HE. There is now a broad consensus on the benefits of well-targeted, proactive outreach programmes, and evidence that they help to increase applications and entrants from those who participate. In contrast, our analysis of the impact of bursaries found no measurable evidence that they had influenced applicants' choice of institution (*Have bursaries influenced choices between universities?* (OFFA 2010/06)).

70. However, it is not yet clear how the 2012 system has affected or will affect behaviour, so financial support may become more important under the new fee arrangements. We also appreciate that you may have had additional aims for your bursary schemes, for example, in helping retain your students.

71. Therefore, in deciding the balance of your expenditure between financial support and non-financial measures, you will want to consider the available evidence, including evaluation of your experience under the old system. It is then for you to determine the detail of your agreement as you are best placed to understand your circumstances and match your approach to your targets.

72. For 2012-13, institutions have forecast that around 70-75 per cent of access agreement expenditure will be spent on financial support for students, with the remainder on outreach and student retention/success activity.

73. In 2012-13, there was a significant increase in access agreement expenditure committed to outreach activity (although the total sector spend on outreach is likely to be less in 2012-13 than under the old system, due to the removal of the amount previously spent through Aimhigher). If you increased your outreach activity for 2012-13, we appreciate that you may wish to take stock of this increased activity before expanding further. However, we encourage you to consider whether your current level of outreach activity is likely to deliver the progress set out in your targets and milestones.

3. Additional access measures

In your access agreement, you should:

- provide a broad overview of your investment in outreach and student retention and success (see paragraphs 55 to 56 – ‘What we will count as expenditure’ – for advice on what ongoing investment you can include)
- give examples of the sorts of activity you are funding and why, including the evidence base for doing so. We do not require a detailed list of activities in your access agreement
- comment on how your investment in outreach and retention and success compares to your arrangements in previous years, so that we have a good sense of where you are making increased efforts.

Outreach

How we define outreach

74. 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 HE. 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 years¹⁰.

75. Outreach work must be targeted; for example, work with schools and colleges with low HE progression rates, or with communities with low HE or post-compulsory education participation rates. Good practice on targeting can be found in HEFCE’s publication 2007/12 *Higher Education outreach: targeting disadvantaged learners* (available at

www.hefce.ac.uk). As part of this, you may want to draw on your equality and diversity work, for example, using any activities and objectives developed for compliance with the Equality Act 2010.

You should concentrate on outreach with a proven success record

76. 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. However, we do not wish to stifle innovation and we welcome efforts to try new approaches where effective evaluation and monitoring are built in from the start. We encourage you to share good practice wherever you find it, using your regional and national networks.

77. 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. Some of these courses may offer the greatest financial benefits to students and are an important aspect of promoting social mobility.

78. If you have outreach activities that are specifically targeted at people wishing to study on a part-time basis, please make this clear in the information you provide on your outreach activities. In addition, if you have ITT provision you may also wish to show any ITT-related outreach separately.

What highly selective institutions will need to consider

79. For 2012-13 access agreements, we expected highly selective institutions and specialist institutions with very low proportions of under-represented groups to focus greater resources on activities that encourage more applications to their institutions from under-represented groups.

80. We also suggested that such institutions maintain their expenditure on broader widening

¹⁰ See for example, Action on Access’ work on the Higher Education Progression Framework (available at www.actiononaccess.org/resources/publications).

participation work, including collaborative outreach, and many institutions did include a focus on this in their agreements.

81. In considering whether to change your outreach work, you should refer to the recommendations in *What more can be done to widen access to highly selective universities?* (OFFA 2010/03). This encouraged you to increase the volume and coverage of your successful extended outreach programmes, including intensive activities such as summer schools targeted at the most able students from under-represented groups.

82. The report also suggested that highly selective institutions should carry out broad widening participation work with younger age groups and then concentrate on outreach that raises aspirations and increases applications to highly selective institutions by early in year 9. This is before young people make decisions about their GCSEs and is therefore a crucial period: subject choices at this stage can significantly close down, or open up, options at A level (or equivalent) and subsequent eligibility for selective higher education courses and institutions.

83. For example, only one in 10 pupils in mainstream schools take at least one science A level compared with one in three pupils in independent and grammar schools¹¹. To make appropriate choices, pupils necessarily rely in part on what subjects are available to them and in part on the quality of information, advice and guidance offered to them, often long before they apply to university. Outreach with a focus on sciences, maths or modern languages can therefore help to increase attainment and applications to highly selective courses.

Collaborative working between institutions

84. Collaborative working between institutions and other stakeholders has been an important element of delivering long-term outreach to date, and we recognise that co-ordinating outreach activity with schools, colleges and communities offers many benefits, increasing coverage and avoiding

duplication. We therefore count your expenditure on collaborative outreach and related activity as part of your overall access agreement spend, including expenditure on the networks required to ensure the effectiveness of this activity.

85. Most institutions referred to collaborative outreach within their access agreements for 2012-13. However, in many cases, the detail included was understandably brief, given that this work was at an early stage. You have now had more time to explore and develop these partnerships, so in your agreement for 2013-14 you should include further details of the collaborative activities you have put in place, or that are in development, including listing the institutions or networks where you have formal collaborations.

86. We also encourage you to consider how your collaborative work can be strengthened further. In particular, there is a key role for institutions to work together, in partnership with schools and colleges, to ensure that high quality, impartial HE-related advice and guidance are available. Such activity, for example, around curricular choices, can play a critical role in ensuring that young people are well informed when making their subject choices for GCSE and beyond.

87. You may also wish to collaborate on the monitoring and evaluation of this activity, and we encourage you to set collaborative targets relating to your collaborative work alongside those specific to your own institution. This will enable you to demonstrate the progress that these partnerships have delivered, and to recognise the efforts dedicated to collaborative outreach that may benefit other institutions as well as your own.

88. If your institution is highly selective, you should explore how collaborative outreach might address the particular issues you face around subject choice and higher aspirations. We will continue to recognise your contribution to widening participation to HE generally, but you may also wish to develop specific collaborative arrangements with other selective institutions to ensure regional or

¹¹ House of Lords (2006) *Science teaching in schools*, Report of the Science and Technology Committee, HL 257 Session 2005-06, London: The Stationery Office.

national coverage. You will also want to consider the recommendation in OFFA 2010/03 that you collectively employ peripatetic staff to supplement the academic and financial support and guidance available within schools and colleges, particularly in years 9 and 11 when key subject choices are made.

Links with schools and colleges

89. We 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 can include an appropriate proportion of the costs of forming and maintaining such links under your outreach expenditure in your access agreement.

Other access measures

Contextual data

90. The freedom to admit your own students is an important part of academic freedom. The law puts admissions criteria outside our remit and it is right that it should do so.

91. However, as ministers recognised in their February 2011 guidance to us¹², 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 HE is to take into account contextual data in their admissions process; for example, levels of average attainment in an applicant's school, or other indicators of disadvantage. Many institutions already use contextual data 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. Some also use it to better inform their targeting and outreach activities.

92. We agree that the use of contextual data is a valid and appropriate way for you to broaden access

while maintaining excellence. We welcome and encourage the use of contextual data so long as you consider individuals on their merits and your procedures are fair, transparent and evidence-based.

93. Good practice on the use of contextual data can be found on the Supporting Professionalism in Admissions (SPA) website and SPA's research report *Fair Admissions to Higher Education: The use of contextual data in admissions at a sample of universities and colleges in the UK*¹³. SPA would also be happy to discuss contextual data with individual institutions.

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

Courses and modes of study

95. You may also want to consider different types of courses that 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 retention and success

96. Retention is an important aspect of access as the full benefits of higher education are not realised simply by enrolling on a course, but through successful outcomes. Retention in English higher education is generally high compared to other OECD countries. However, retention rates vary across the sector.

97. Where you are already very successful at recruiting students from under-represented groups but your retention rates for these students are relatively low, we will expect you to consider whether more focus and investment on retention measures would improve your performance in this area; if so, we would count your additional expenditure on this.

98. We take a broad view of student retention and success and are happy for your access agreement to include measures that ensure that under-represented students access the full benefits of higher education. For example, this might include activities to improve

¹² See footnote 8.

¹³ Available at www.spa.ac.uk/contextual-data/contextual_data_research_project.html.

academic success and employability, including initiatives that make placement years, or a year abroad, more attractive to under-represented students. 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.

We need you to disaggregate pre- and post-entry expenditure

99. We recognise that the distinction between outreach and retention is often blurred. For example, students who were well informed about their chosen course or institution are less likely to withdraw than those who were poorly informed. You should therefore provide good quality information to prospective students and be accurate in describing what is on offer. Post-entry support measures, such as additional science or maths tuition, can also be important in encouraging under-represented groups to apply. These and other activities can therefore be deemed to contribute to both outreach and retention.

100. However, so that we can compare 2013-14 agreements with previous arrangements, we ask you to disaggregate pre-entry expenditure (which we consider broadly to be outreach), and post-entry expenditure (which we consider broadly to be retention). The latter should not include your financial support for students, which we record separately.

What you can include under your student retention and success expenditure

101. We appreciate that much of the work that you do to improve student retention and success will be embedded within your learning and teaching practices. To include retention and success expenditure in your access agreement you will need to disaggregate investment related to retention and

success. If you are unable to do this, you should describe such expenditure, as we will take these efforts into account when considering your agreement. As set out in paragraph 55, we will only count expenditure from previous access agreements that you continue to make, and new expenditure on student retention and success measures in 2013-14.

102. As we are primarily interested in the retention of students from under-represented groups, you should also note that where new retention investment is not fully targeted at under-represented groups, or is untargeted, you should include a percentage of the overall costs rather than all the costs. An estimate based on previous evidence will suffice in these cases.

103. One exception to this is the Back on Course service, funded by HEFCE from 2009-2012, with which many institutions partner. This is expected to move to a subscription service from 2012. Also, as a national project, Back on Course has the potential to deliver valuable results and evaluation around improving the outcomes for students that have left their course prior to completion. As such, where an institution chooses to subscribe to the programme, OFFA will count the full cost of its institutional subscription towards its access agreement expenditure. While Back on Course supports all students that have withdrawn from higher education, there is evidence that students from low income and other under-represented groups are proportionally more likely to engage with the service than the student population as a whole.

You are free to design your own retention work

104. As with outreach, you are best placed to design the detail of your retention work. You will want to build on what works best, taking into account the National Audit Office¹⁴ and Public Accounts Committee¹⁵ reports on retention and HEFCE's subsequent work with the Paul Hamlyn Foundation and Action on Access¹⁶.

¹⁴ *Staying the course: the retention of students in higher education*, National Audit Office, 2007, available at www.nao.org.uk/publications.

¹⁵ *Public Accounts – Tenth Report*, Public Accounts Committee, 2008, available at www.publications.uk/pa/cm200708/cmselect/cmpubacc/322/32202.htm.

¹⁶ For more information, see www.hefce.ac.uk/widen/strategy/retention.htm. See also the outcomes of the First Year Enhancement Theme (www.enhancementthemes.ac.uk) developed by QAA Scotland, and SPA's work on the applicant experience which leads directly to a better student experience and improved retention (www.spa.ac.uk/applicant-experience/index.html). The final report from the Paul Hamlyn retention work is available at www.actiononaccess.org/resources/reports.

105. However if, over time, you do not improve your record in retention, we will discuss why and may encourage you to focus on particular areas of good practice that have been shown to work.

Financial support for students

Your access agreement should include:

- how much you plan to invest as your institutional contribution to the NSP
- what you plan to spend on fee waivers, bursaries and scholarships for new and continuing students
- the amounts of support and the eligibility criteria for new entrants.

NSP matching

106. As stated in HEFCE's publication 2011/10 *National Scholarship Programme 2012-13: guidance for institutions*, the Government's contribution to the programme was £50 million in 2012-13, rising to £100 million in 2013-14 and £150 million in 2014-15. HEFCE is publishing updated guidance on 19 April 2012, which will confirm the initial allocations that institutions will be required to match in 2013-14. See www.hefce.ac.uk/Pubs/hefce/2012/12_09/ for the updated HEFCE guidance, when published.

107. The features of the national scholarships available under the NSP remain unchanged. They are to be:

- branded as national scholarships (though you may wish to make your matched contribution clear in your access agreements and your publicity)
- available from 2012-13 to entrants with household incomes of up to £25,000 studying at 25 per cent FTE or above (subject to institutional criteria)
- restricted to fee waivers, support in kind and/or a financial scholarship/bursary
- a one-year benefit (in respect of the Government's contribution).

108. As in 2012-13, if you choose to offer cash bursaries to full-time students as part of your NSP this must be limited to £1,000 per student across all years of study. Also, if you wish to offer additional cash bursaries to students who receive an NSP scholarship, this should be through a separate bursary scheme and this must be made clear in your access agreement. Part-time students are not eligible for the maintenance elements of NSP awards – that is to say, the cash bursary, discounted accommodation or other services. However, the other elements of the menu options for the NSP i.e. fee waivers, discounts and free foundation year can be offered to part-time students.

109. The broad parameters for the NSP were published in February 2011¹⁷. If you are charging fees above the basic level you will be expected to match the Government's contribution on a one to one basis, either by doubling the support for an individual student, or by doubling the number of students supported.

110. Funding provided through HEFCE as an NSP allocation cannot count towards your access agreement expenditure; however, matched NSP funding provided by the institution will count.

111. Last year we allowed a small number of institutions to reduce their NSP match funding, where matching NSP funding one to one would mean they could not afford to maintain important outreach work. The Department for Business, Innovation and Skills (BIS) has now confirmed that this arrangement will continue to apply to 2013-14 and beyond. Therefore, if you believe your NSP commitments mean you will not have enough funds left to maintain or grow your existing outreach (including collaborative work previously funded through Aimhigher), we will consider whether we can reduce the one to one requirement for your particular institution. If your financial position has changed considerably since last year, we will reconsider your position and may adjust your match funding accordingly.

112. The Government's NSP allocation, and your match funding requirement, will increase again in

¹⁷ For details see www.bis.gov.uk/assets/biscore/higher-education/docs/n/11-730-national-scholarship-programme-year-one.pdf.

2014-15 (subject to any outcomes from HEFCE's formative evaluation), so you will need to consider how your national scholarships relate to any broader financial support that you offer and how you can present a coherent support package to potential applicants.

Other financial support

113. Maintenance grants rose for new entrants from 2012-13 on full state support and so there is no longer a requirement to give a minimum bursary to these students (although you are still required to pay these to continuing students who started their courses between 2006-07 and 2011-12). Although fee amounts have remained at 2012-13 levels for 2013-14, maintenance grants for students attending full-time courses in 2013-14 will be uprated with inflation.

114. The only formal requirement in terms of financial support for new entrants is that institutions with access agreements must match their NSP allocation; however, our analysis of 2012-13 access agreements indicates that many institutions are continuing to offer other additional financial support.

115. The impact of bursaries and fee waivers on student choices and/or outcomes under the new system is not yet clear. Our analysis shows that under the old system, bursaries have not influenced students' choices of institutions (OFFA 2010/06). However, institutional financial support (such as fee waivers or maintenance support) may have a role to play under the new arrangements, particularly in student retention and success. Although the sector-level student retention data for 2006-07 to 2009-10 starters does not show significant changes following the introduction of the old student support system, we do not know the impact on individual students. 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.

116. In 2012-13 access agreements we saw the widespread introduction of in-kind support, for example, accommodation discounts or voucher systems to enhance the learning experience. Some institutions under the old student finance system report that such schemes have contributed to improved student retention and degree outcomes.

OFFA will investigate this further once more robust and widespread data is available. Again, if you have your own evidence on the benefit of bursaries, fee waivers or in-kind support, you will want to use it to inform decisions on what form your financial support takes.

117. As with outreach and retention, where possible, we expect you to take an evidence-based approach in deciding financial support, and to direct your expenditure according to what has been shown to work well; however, you may also wish to try out new and innovative approaches.

118. OFFA will undertake significant sector-wide analysis to understand the impact of different types of fee and support arrangements on applicant and student behaviour. It will also be important that you monitor and evaluate, at an institutional level, the impact of your financial support arrangements on access, and, where necessary, retention, from the start. It may be particularly important to understand whether there are differential impacts between fee waivers and maintenance support, both on access and student retention and success.

Financial support must be tightly targeted

119. In respect of the financial support you choose to offer in addition to NSP, we will normally expect you to target this at the most disadvantaged students; under the old system, 75 per cent of financial support goes to students with residual household incomes of less than £25,000. We will only count expenditure on financial support directed at those entitled to statutory maintenance grants (students with a household income of up to £42,600) and those from other under-represented groups. If you are unsure whether a target group is countable, please ask us.

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

121. We expect that you will want to:

- consult students (including student unions) in the design of any financial support package
- monitor and evaluate the effectiveness of any financial support you offer
- monitor the impact of any reductions in financial support.

122. 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 and will not count as part of your access agreement expenditure.

Financial support for continuing students who started their courses between 2006-07 and 2011-12

123. Continuing students who started their courses between 2006-07 and 2011-12 will continue to receive the state and institutional financial support that was advertised to them when they applied, subject to any inflationary increases or decisions to increase the support offered. You cannot increase the fee or reduce the package for any continuing student as this would be in breach of your agreement with us.

4. Targets and milestones

Your access agreement should include stretching targets which set out the desired outcomes of the work described in your access agreement. These targets must:

- include at least one statistical target based on how representative your entrants are and, where appropriate, your retention performance
- be measurable on a consistent basis, with baseline data where possible
- be set over the five years from 2012-13 to 2016-17 and include annual or interim milestones to help you monitor whether you are making progress.

You might also choose to set targets based on how representative your applicants are and the offers you make to under-represented groups. We regard this as good practice but do not require you to include such targets as part of your agreement.

124. We have been asked by BIS Ministers to place more emphasis on the outcomes of your access work and, where appropriate, retention.

125. The targets that you set must be stretching, and should 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 retention levels. While it is for you to set your own targets and milestones, they need to be agreed by us.

Changes to targets described in 2012-13 agreements

126. The full impact of the new fees regime on application rates, and on the number of entrants from under-represented groups, is not yet clear, so we do not expect you to change significantly the targets agreed in your 2012-13 access agreements.

127. You will, however, need to consider whether you wish to amend or add targets to reflect the inclusion of part-time and/or ITT courses within your access agreement. Where part-time students or ITT students make up a significant proportion of your overall student body, you may wish to develop additional targets and milestones which assess your performance in these areas over time. As with full-time targets, where you choose to set targets these should be based on your assessment of where you need to improve on access and, where appropriate, on retention.

128. We also understand that you might need to revisit your targets where you are planning significant changes to the nature and size of your cohort, for example in response to the changing student number controls. We would expect you to consider carefully how such changes might impact on your targets. In these circumstances, before agreeing to any amended targets, we would need to be satisfied that they did not represent a change in your ambition to improve access or retention.

129. We were disappointed not to see more joint targets around collaborative outreach work in 2012-13 agreements, although we understand why these would take longer to develop. Collaborative targets can help you to illustrate the value of your collaborative working, and to link your efforts in this area with related achievements and we encourage you to develop these.

130. We also encourage you to consider including targets on improving equality and diversity in your access agreement. When setting equality targets, you may wish to consider the following:

- a. If you are including a target in relation to disabled students, you should consider whether a target based on our HESA indicator of students who are in receipt of Disabled Students' Allowance is the most appropriate measure.
- b. Students with different disabilities face different barriers to access and student retention and success, so you may wish to consider whether your targets account for this.
- c. Some ethnic groups or sub-groups are well-represented in higher education generally, while others are under-represented. Any targets you include should take into account which ethnic groups or sub-groups are under-represented in your institution.
- d. You may wish to explore whether there is a difference in attainment and in subjects studied by students with protected characteristics such as ethnic group and disability, and set targets accordingly¹⁸.

131. If you wish to adopt different measures or performance indicators from those in your current agreement, the targets that you choose should be based on your assessment of where you need to improve on access and, where appropriate, on retention. We may wish you to continue to monitor 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 *How to produce an access agreement for 2012-13* (OFFA 2011/01) paragraphs 84 to 91.

Targets for further education colleges

132. HESA PIs do not cover further education colleges, so if you are an FEC, you will have less data

available 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. 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 retention levels.

Targets for part-time courses

133. Similarly, HESA PIs for part-time students are less extensive than for full-time students, so where you choose to amend or add targets to reflect the inclusion of part-time courses, we recognise that in some cases, these may be developmental in nature. For example, you may need to do further work to understand the existing make-up and characteristics of your part-time learners. Where this is the case, you should state this, including where you may look to develop a target in subsequent years. You may particularly wish to focus on part-time student retention and success, in light of HEFCE research which shows that part-time completion rates are significantly lower than those for full-time study. 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. Where you choose not to include a target relating to part-time, for example, because your number of fee regulated part-time students is low, you will need to state this in your agreement.

We will consider whether your targets are ambitious enough

134. When deciding whether your targets are sufficiently ambitious, we will expect institutions that have further to go in attracting and recruiting a socially representative range of applicants to be more ambitious in their access agreements than institutions that already have more socially representative student populations. Our expectations for your minimum

¹⁸ For further detail on this area see HEFCE publication 2010/13 *Profile and progression of entrants to full-time, first degree study* available at www.hefce.ac.uk.

¹⁹ See HEFCE publication 2009/18 *Part-time first degree study: entry and completion*, available at www.hefce.ac.uk.

expenditure and the ambition of your targets will be informed by your performance against access and retention to date, in the context of other institutions with similar access and retention records. For further details on our approach, see OFFA 2011/01 paragraphs 94 to 96.

5. Monitoring and evaluation arrangements

Your access agreement should include a brief description detailing:

- 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
- the senior person and bodies/groups responsible for delivery of your agreement
- whether there is student representation on any of the bodies/groups responsible for your monitoring and evaluation.

Institutional monitoring arrangements

135. Your agreement should include a brief description of how you intend to monitor the measures set out in your agreement and your progress towards your targets. Your description should state who is responsible for the agreement, including the senior manager, bodies and groups responsible for its delivery. You may also wish to draw on the data monitoring activities you already have in place under the Equality Act 2010.

136. Further information on annual monitoring returns is set out at paragraphs 161 to 164.

Evaluation

137. Your agreement should also give an overview of how you will evaluate the measures in your

agreement. Well-designed evaluation is critical to ensuring long-term value for money.

138. We expect you to draw on research evidence, where available, in planning your initiatives and activities. We also 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 impact²⁰.

139. Where you are spending large sums, we would expect you either to have existing evidence of success, or to evaluate any new initiative from the outset.

140. We therefore expect you to include reasonable and proportionate evaluation costs in your access agreement spend.

6. Provision of information to prospective students

Your access agreement should include:

- an explicit commitment to provide the information set out in this section
- brief details about how you intend to provide such information to both existing and prospective students.

141. You are required to publish clear, accessible and timely information for applicants and students on the fees that you charge and any financial support that you offer. This information should make clear exactly what level of financial support you are offering students in each year of their studies, particularly as NSP awards usually vary by year of study²¹.

142. Your access agreement should describe how you are providing such information and the channels you are using (websites, prospectuses, etc.); we will

²⁰ 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.

²¹ You should also have regard to the Quality Assurance Agency'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.

²² This only applies to those courses that receive applications through UCAS.

monitor institutional websites to ensure these requirements are being met. We also require an explicit commitment from you to provide timely information to UCAS²² and SLC so they can populate their course databases and therefore allow timely and accurate applications from students.

We recommend you test information with potential students

143. As fee and support arrangements are changing, it will be particularly important to ensure that the information you put out is easily accessible, clear and easy to understand. 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 (IAG)

144. As well as information on financial support, we recognise that IAG is important to under-represented students at all stages of the student life-cycle. Therefore we will count targeted expenditure on additional IAG support, not just in respect of outreach and retention, but also through to progression beyond higher education; for example, to enable greater social mobility into professions where this is low.

7. Consulting with students

145. For 2012-13, many institutions consulted prospective and current students, especially in the design of their financial support arrangements. We consider it good practice for you to consult students (including student unions) when designing your access agreement and we encourage you to involve students at an early stage when drawing up your plans for outreach, retention and financial support. You may also wish to consider where there are opportunities to involve students in the implementation of access agreements and in monitoring performance.

146. You must also include a statement in your access agreement on the extent to which you have consulted with students, including student unions, in its development. If you have not consulted with students, you must say so.

147. In some cases, student unions have commented on their institution's access agreement – either in writing to us, or in the access agreement itself. We encourage student unions to engage fully in the development of the access agreement, and to continue to provide feedback to us on their experiences.

8. Equality and diversity

148. We need you to demonstrate that you have executed your responsibilities under the Equality Act 2010 (that is, taken equality issues into account in designing your access plans for 2013-14). This should include any evidence you have on the possible equality implications of any proposed changes, and the steps you will take to remove or minimise any adverse effects.

149. Under the Equality Act 2010, institutions 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.

150. The Action on Access briefing *Social Mobility through HE, Aligning Widening Participation and Equality*²³ noted that the majority of HEIs target disabled and black and minority ethnic (BME) students as part of their widening participation strategy but of these, only 53 per cent make an explicit link between this and their institutional equality and diversity strategy.

151. BME 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 spend, this may provide an opportunity for you to link your widening participation and equality strategies, meeting equality scheme targets and access agreement targets.

23 Available at www.actiononaccess.org/resources/briefings.

How we will assess your access agreement

The approval process

152. Once we receive your access agreement we will consider it against the requirements set out in this guidance. In particular, we will look at whether your plans for access measures are satisfactory, the amounts you are investing are appropriate and your milestones suitably challenging and realistic. 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 the checklist (see Annex C) confirming that you have included all the necessary information and upload it to the extranet alongside your access agreement and Excel template.

If we do not approve your agreement

153. 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.

154. 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 June and early July. 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.

155. If we reject your agreement, you then have 21 working days from the date of our decision to apply for a review by a review body to be convened by BIS. 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.

156. 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

157. 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.

Material changes in circumstance

158. 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 is currently consulting on how the student number control should be implemented from 2013-14, and the Government is expected to issue further guidance to HEFCE about its student number control policies.

159. 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.

160. 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.

Annual monitoring reports

161. As with previous monitoring reports, you must submit joint annual monitoring reports to OFFA and HEFCE setting out how you have delivered the commitments in your agreements. Annual monitoring reports will include a requirement to report on fee income, expenditure and progress against milestones and targets. As your targets will

be part of your published access agreement, you should also publish an annual narrative summarising your progress.

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

163. 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.

164. The first years of the new 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

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

Sanctions

166. We will use the 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 charge higher fees than you set out in your agreement, fail to provide the financial support that you promised to students or fail to deliver your commitments in relation to your outreach and retention measures. Further information on this is set out in Annex A.

How to submit your access agreement

Using the HEFCE extranet

167. First, you will need to register for the HEFCE extranet (<https://data.hefce.ac.uk/data>). To do this, you will 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 have any difficulties registering with the extranet please contact patrick.jennings@offa.org.uk. If you do not currently have an access agreement, but wish to have one in place from 2013-14, please e-mail us at enquiries@offa.org.uk and we will send you a key separately.

The next steps

168. Once you have registered for the HEFCE extranet, the next steps are:

- download Annexes B and C in Microsoft Excel format from <https://data.hefce.ac.uk/data>
- produce your access agreement and complete your Excel template (Annex B) – checking carefully against the guidance in this document and the checklist at Annex C. If in doubt, ask us for clarification
- submit your access agreement, your completed financial template, and your checklist (Annex C) to <https://data.hefce.ac.uk/data> by 31 May 2012
- any technical queries relating to the use of the HEFCE extranet should be directed to Patrick Jennings (email: patrick.jennings@offa.org.uk, tel: 0117 931 7386).

Submission and decision deadlines

169. If you submit your agreement to us by Thursday 31 May 2012 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.

170. 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.

How to contact us if you have a query

171. We welcome early discussions with you about the development of your access agreement and are happy to comment on draft proposals. Please contact us on 0117 931 7097 or email enquiries@offa.org.uk.

Access agreements for future years

172. As stated previously, the sector is in a transitional period and we have been asked by the Secretary of State to renew access agreements on an annual basis. We will therefore continue to review our guidance on access agreements regularly in the first few years of the new arrangements. This will provide OFFA and institutions with the opportunity to adjust in the light of experience and any policy changes.

173. Timetables for submission of agreements for 2014-15 have not yet been set. We will inform the sector as early as possible of the 2014-15 timetable and any changes to our guidance.

Annex A

Sanctions

1. We will only use the 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 charge higher fees than you set out in your agreement, fail to provide the financial support that you promised to students or fail to deliver the outreach and retention measures that you committed to in an access agreement.

2. 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. For example, if you 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 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.

3. However, we might consider that you have committed a serious breach of your agreement 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.

Progress towards targets

4. Access agreements are now reviewed and renewed annually. Where it is 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 we might expect you to investigate and put in place new measures to tackle your lack of progress. We might also steer you towards areas of good practice if we felt this was necessary. If we remain unsatisfied with your progress, we might 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.

5. In considering your progress against your targets we will normally consider trends rather than single data points and will want to know 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 measures you might take to improve this. We would also want to consider whether you have sufficiently invested in longer term outreach that monitoring and evaluation show is likely to pay dividends in future years and if so, when this is likely to happen.

6. 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. 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

7. 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

8. In confirmed cases where there has been a serious and wilful breach we have the power to impose one or both of the following sanctions:

- a financial penalty
- refusal to renew your access agreement.

Financial penalty

9. We can ask HEFCE or the Teaching Agency (TA)²⁴ to withhold up to £500,000 of your grant, either temporarily until you have honoured your commitments, or as a fine. If you have charged students a fee that is above the level set out in your access agreement we will ask HEFCE or the TA 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. In addition, HEFCE or the TA 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 higher amount.

10. 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.

Refusal to renew your access agreement

11. 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. 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.

²⁴ See footnote 4.

Annex B

Excel template

As well as your access agreement, you will 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>.

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:

Checklist	Yes	No	N/A
1. Part-time learners in 2012-13, as well as 2013-14?			
2. The fee levels you are proposing to charge?			
3. Information about targeted financial support (where applicable)?			
3a. If you answered yes to question 3, does the agreement include information on the type and level of targeted support that will be offered, as well as target groups and eligibility?			
4. Information about the outreach that will be provided?			
4a. If you answered yes to question 4, does the agreement provide a description and estimated number or reach of the outreach activities, as well as the target groups?			
4b. If you answered yes to question 4, does the agreement provide a statement on the collaborative outreach activity that will be provided?			
5. Information about the student retention and success measures that will be implemented (where applicable)?			
6. An explicit indication of whether the expenditure included in your agreement is countable? (See paragraphs 55-60 for information on what expenditure is countable.)			
7. A statement on the extent to which you have consulted with students, including student unions, when designing your access agreement.			
8. Details of evidence which explain why you have chosen to directly fund particular types of activity?			
9. A demonstration that you have taken equality issues into account in designing your access plans for 2013-14, including any evidence you have on the possible equality implications of any proposed changes you wish to make, and details of the steps you will take to remove or minimise any adverse effects?			
10. Targets and milestones, and baseline data to support these?			
11. An undertaking to monitor compliance with the agreement and progress towards milestones?			
12. An explanation of how and when you will provide information about the financial support available at your institution and the aggregate cost of tuition to prospective students?			
13. In Tables 1 and 2 of the Excel template, have you included all students in each year, not just entrants?			
14. Have you included ITT students in Tables 1 and 2 of the Excel template?			

Annex D

Glossary

Additional measures or expenditure: By 'additional' we mean measures from previous access agreements that you will continue to deliver in 2013-14, plus any new measures that are delivered from 2013-14. 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 55 to 60.

Basic level of fee: The level of tuition fee up to which an access agreement is not required. See paragraph 9 for details.

BIS: Department for Business, Innovation and Skills

BME: Black and minority ethnic

Contextual data: Data used by institutions which puts attainment in the context of the circumstances in which it has been obtained; currently mainly educational, geo-demographic and socio-economic background data.

Entrant/year of entry: When we refer to entrants, or year of entry, we mean the academic year in which students started their course. If a student switches mode, they will come under the new fee arrangements and should be included as an entrant – such a student may not be an 'entrant' to their institution.

Fee cap: The maximum regulated fee that can be charged under an access agreement. See paragraph 9 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

HE: Higher education

HEFCE: Higher Education Funding Council for England

HEI: Higher education institution

HESA: Higher Education Statistics Agency

Higher fees/higher level of fee: Tuition fees above the basic level. See paragraph 9 for details.

IAG: Information, advice and guidance

ITT: Initial teacher training

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

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).

Retention and 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 SI 2011/1986
- 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)

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 HE participation is low
- people from low income backgrounds (in 2013-14, this includes household incomes up to £42,600 – the upper threshold for state maintenance grants)
- 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. In 2013-14, fees can 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.

Widening participation: Improving the representation of under-represented students in HE at a national level.

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