

March 2011/01

Guidance

This document gives guidance to institutions on how to produce access agreements for 2012-13.

All institutions that wish to charge tuition fees above the standard level must submit an access agreement to OFFA.

How to produce an access agreement for 2012-13

offa

office for fair access

Alternative formats

This publication can be downloaded from the OFFA web-site (www.offa.org.uk) under 'Publications'.

For readers without access to the internet, we can also supply it on CD or in large print. Please call 0117 931 7171 for alternative format versions.

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Foreword

Dear Colleagues

The following guidance sets out my expectations of what your access agreement should cover if you intend to charge tuition fees of more than £6,000 for entrants in 2012-13. I have tried to give as clear guidance as possible while at the same time respecting institutional autonomy and taking account of the rich diversity within the sector. Despite speculation that some types of institution will be unfairly penalised under the new arrangements, I hope you will find that, whatever your institution, we are proposing a workable and equitable way forward that will lead to real progress in widening participation and fair access.


Of course, much progress has already been made. Over the last five years alone, the chances of young people from the lowest participation areas going to university have increased by 30 per cent. However, this success across the sector as a whole has not been replicated at the most selective universities where, despite significant efforts, participation among the same group of young people has remained virtually flat. The new letter of guidance to me from ministers at the Department of Business, Innovation and Skills makes it clear that the Government wishes to see a greater focus on outcomes on the part of all institutions. The letter explicitly endorses the use of contextual data by those selective institutions who wish to do so, in order to admit more students with high potential from disadvantaged backgrounds. And, where institutions are already successful at widening participation, it asks me to look at their success in retaining disadvantaged students as well as recruiting them, ensuring that they access the full benefits of higher education.

In light of the stronger focus on outcomes, it is time to put to best effect the lessons that we have learnt over the last five years about what works well in widening participation. That means concentrating outreach work on those areas where there is evidence of impact and targeting financial support more closely on the most disadvantaged. For some time we have been encouraging you to review the balance of your expenditure between bursaries and outreach, where possible increasing your outreach expenditure. This approach has been driven by our belief that targeted, long-term outreach aimed at boosting attainment and aspirations among disadvantaged young people is a more effective way of widening access than precise amounts of bursary support for students. (Last year, as you will recall, we published research showing that bursaries have had no measurable impact on applicants' university choices.) We now ask you to consider stepping up your expenditure on effective outreach. We are also encouraging you to consider the use of fee waivers – which could have a stronger role to play than bursaries.

Of course, this approach is premised to a large extent on students continuing to see higher education as a worthwhile investment in their future – and so not being deterred from going to university on financial grounds. When graduate contributions were first introduced in 2006, many feared that there would be a significant falling-off in applications from disadvantaged students. This fear did not materialise. Instead, there has been a consistent upward trend in applications, with proportionate increases in applications from disadvantaged students. But 2012 is not 2006. Even though the threshold for repaying student loans has been raised to £21,000, some commentators believe that the size of the increase in contributions may well lead some disadvantaged students to question the benefit of a university education. This, I would argue, is one of the most significant

challenges we face in implementing these new arrangements and I would urge you all to do everything within your powers to persuade disadvantaged students that a university education will continue to offer them huge lifelong rewards.

With best wishes

A handwritten signature in black ink, appearing to read 'Martin Harris'. The signature is written in a cursive style with a large initial 'M' and 'H'.

Sir Martin Harris
Director of Fair Access

Producing Access Agreements

OFFA guidance to institutions

To: Heads of higher education institutions and further education colleges in England

Of interest to those responsible for: Widening participation and fair access, strategic planning, heads of finance, marketing, recruitment and admissions

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Executive Summary

Purpose

1. Following changes to graduate contributions, all publicly funded institutions wishing to charge fees of more than £6,000 for new full-time undergraduate entrants in 2012-13 must have a new access agreement approved by OFFA. Access agreements set out how institutions will sustain or improve access and student retention. This document sets out our guidance on how to draw up an access agreement, what you need to include in your agreement and what we will be looking for as regulators.
2. Part-time students will come under our remit in the future but legislation and regulations on this are not yet in place. Therefore this guidance does *not* cover part-time students (see paragraphs 19-23).

Action required

3. You must submit your access agreement and your Excel template (see annex B) by 19 April 2011 using the HEFCE extranet (<https://extranet.hedata.ac.uk>) (See paragraphs 120-123 for further information on how to submit your access agreement.)
4. To help us plan, we also ask that you let us know by 31 March if you intend to submit an access agreement, using the pro forma at Annex A. This is not binding, but it will help us to plan our workloads and run a timely approvals process.
5. For agreements submitted by 19 April, we will issue all approvals at the same time. We will do this as soon as we are able and in any event no later than by 11 July.

Introduction

6. For the academic year 2012-13, full-time undergraduate 'basic' and 'higher' tuition fee amounts for home and EU students have been increased by Parliament to £6,000 and £9,000 per year respectively. The Secretary of State has issued new guidance setting out his expectations and suggestions for how we might approach the approval and monitoring of access agreements in future. As a result of these changes, all institutions wishing to charge undergraduate fees above £6,000 per year for entrants in 2012-13 need to submit a new access agreement to the Director of Fair Access. This document provides updated OFFA guidance to institutions on drawing up such an access agreement. There are significant differences between this and our original guidance (OFFA 2004/01). Key aspects of our new approach include:

- a greater focus on outcomes and targets
- a greater focus on outreach, including collaborative working
- a focus on retention for those with relatively low retention rates
- higher expectations of those with furthest to go on access, particularly in terms of outcomes
- emphasis on better targeted and more effective use of expenditure
- annual approval of access agreements, at least for several years.

How to interpret our guidance

7. You should keep in mind that 2012-13 is a transitional year. We will review our access agreement guidance regularly in the first few years. Initially we will do this in the light of institutions' responses to this guidance and further development of Government policy in the forthcoming White Paper on higher education. Our guidance might then further develop as the first application and admissions data start to become available so that, along with institutions, we are able to make some initial assessments of the impact on widening participation and fair access.

8. Alongside this guidance we will maintain a Q&A document on our website (www.offa.org.uk/universities-and-colleges) that deals with institutional queries as well as expanding on the guidance and providing links to good practice.

9. 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 have signalled this clearly in the text. 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 runs counter to our shared aim to improve access and student retention, please contact us as soon as possible to discuss this.

10. A glossary of definitions is included in annex D.

Who needs to produce an access agreement?

11. You need to submit an access agreement to us if you:

- provide undergraduate full-time higher education courses and those postgraduate courses, such as PGCEs, that are subject to regulated fees and
- are directly funded by the Higher Education Funding Council for England (HEFCE) or the Training and Development Agency for Schools (TDA) and
- wish to charge above the basic fee of £6,000 for home/EU undergraduates.

12. If you do not wish to charge above the basic fee for any of your courses, you do not need to submit an access agreement. You simply need to complete Annex A and return this to us by 31 March.

Higher education delivered in further education colleges: franchised courses¹

13. Further education colleges (FECs) must have their own access agreement if they are directly funded by HEFCE or the TDA for any courses for which they want to charge a fee above £6,000. A directly funded franchised course is one that is validated by an HEI but the funding is received directly by the college.

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

15. Therefore, depending on its provision, an FEC's franchised HE courses may be solely covered by its own agreement, solely by the agreement of its franchising partner (or partners), or by a combination of its own and its franchising partners' agreements.

16. 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.

17. Franchiser institutions' agreements will need to be clear where they have courses delivered at partner institutions, setting out the fees and any financial support arrangements for franchised courses where they are different to their own arrangements. Franchisers are also responsible for monitoring their franchised courses.

18. 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.

¹ HEFCE guidance on franchised courses can be found at HESES10 (HEFCE 2010/26) www.hefce.ac.uk/pubs/hefce/2010/10_26/ Annex F Para 7.

The situation for part-time courses

19. The Government, subject to parliamentary approval, intends to regulate fees for students studying at least 25 per cent of a full-time course. This means that, once legislation and regulations are in place (not before autumn 2011), institutions wishing to charge fees for part-time courses above the basic level will require an access agreement and their students will have access to fee loans.

20. We are unable to include part-time students in this guidance as what we require will depend on detail of the regulations which will set out the part-time basic and higher fee caps and when they will apply from.

21. Once we know more we will start work on how we will incorporate part-time arrangements in the existing access agreements alongside your full-time provision. Wherever possible we will create unified systems and treat part-time and full-time on an equal basis. We will keep you informed of developments and likely timetables via email and using our website.

22. In the meantime, you may wish to bear in mind future arrangements for part-time students when drawing up your 2012-13 access agreements for full-time students. While we do not require you to include fee levels or fee income for part-time students in your agreement, you may wish to refer to part time access measures and we will count expenditure on such measures should you wish to include it.

23. In addition, we would be interested to know more about your likely fee levels for part-time students and we have provided for this in the Excel template (Annex B). Any information you provide about part-time fee levels will not be binding; however, we would find this information useful for planning purposes. We will ask you to formally set your part-time fee levels only once the details of the fee regulations are clear.

What is an access agreement?

Introduction

24. Access agreements set out:

- the fees you intend to charge for your full-time undergraduate courses and those postgraduate courses, such as PGCEs, that are subject to regulated undergraduate fees
- the additional² access measures you commit to put in place to sustain or improve access and, where appropriate, student retention and success (ensuring that under-represented students access the full benefits of higher education)
- the estimated cost of your additional access and retention measures
- targets and milestones
- your commitments to provide timely clear and accessible information to prospective students and to monitor and evaluate the effectiveness of your measures.

25. Access measures can include outreach, entry and retention work (including student success and employability); other policies or activities that are likely to support widened participation such as the development and use of contextual data in admissions processes and in targeting outreach, or the improvement of school and college links; and financial support targeted at students from low income backgrounds or other disadvantaged students.

Type of document

26. As published documents serving a statutory function, access agreements should set out the required information as clearly and concisely as possible. Most of the document is largely 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 multiple agreements. We also ask that you provide some information (for example, financial information and targets) using the Excel template at Annex B. Most agreements will only need to be several pages long, although agreements with significant variation between courses or multiple targets may need to be longer.

How long do access agreements last?

27. Initially, access agreements will be required to be renewed and formally approved each year. This is a significant change to previous arrangements under which an agreement could last up to five years before renewal and approval was required. Although a new agreement is required for each year of student entry, each agreement remains in force and will be monitored by us for all students who entered under it. Therefore, you will normally have several agreements running concurrently for your students at any one time, relating to different years of entry. Some aspects of the

² By 'additional', we mean measures from your 2011-12 access agreement that you will continue to deliver in 2012-13, plus any new measures that are delivered from 2012-13. This may include measures that you will fund from 2012-13 which were previously funded through other means – for example, collaborative working previously funded by Aimhigher. See 'What we will count as expenditure' (paragraphs 37-38).

agreements are fixed, such as financial support commitments to student. Others, such as targets and outreach expenditure may be revisited in each agreement.

Access agreements will vary between institutions

28. Within our guidelines, it is up to your institution to decide what level of expenditure you choose to invest 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 an already representative student body, but relatively high non-completion rates, will wish to include measures and targets aimed at improving student retention.

Publication of access agreements

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

Consulting with students

30. When developing and revising your access agreement, we expect that you will want to consult prospective and current students, especially in the design of your financial support arrangements. Many of you already consult your student unions on such matters to the benefit of your students.

Content of access agreements

31. Each access agreement must include details of your:
- fee limits and fee income above £6,000
 - expenditure on additional access measures
 - additional access measures including (where applicable):
 - outreach
 - student retention and success
 - financial support for students (including support under the National Scholarship Programme)
 - targets and milestones
 - monitoring and evaluation arrangements
 - provision of information to prospective students.

1. Fee limits and fee income above £6,000

Your access agreement should include:

- **the tuition fees you intend to charge new entrants in 2012-13**
- **the estimated number of entrants at each fee level you charge, including fees at £6,000 or below**
- **any permitted real terms rises in the fee for 2013-14 onwards.**

32. In this section you should clearly state the tuition fees you intend to charge for your full-time undergraduate and PGCE courses. In 2012-13 the basic limit, up to which no access agreement is required, is £6,000 per year. The fee cap beyond which no institution can charge is £9,000 per year. 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 deemed in regulations to be continuing studies commenced before 1 September 2012. This includes progression to end-on courses – such as foundation degree to honours progression – to the same or different institution and transfers.
- you will need an access agreement if you propose to charge *any* fees above £6,000, even if this is only for one student on one course
- students on sandwich placements and study years abroad are subject to lower fee limits in legislation (for 2012-13, up to a £3,000 'basic amount' or up to a £4,500 'higher amount' for those with an accepted access agreement). However, we do not expect students who are subject to the new fee regime from September 2012 to be on a sandwich placement or language year abroad in 2012-13. Nevertheless, the access agreement should set out the fees that students subject to the new fee regime can expect to pay in the year that they do take a sandwich placement or study year abroad. Further guidance may be provided in due

course about what fees, if any, institutions are expected to charge students on an Erasmus whole year abroad

- where you have different fee limits 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.

We need to know the fees you intend to charge for all your courses, including where you charge £6,000 or below

33. In order to gain a full understanding of your institution's fee charges, we require you to provide us with your fee levels and the estimated number of students for all of your full-time undergraduate and PGCE courses, including those that are charged at £6,000 or below. This information may have a bearing on our expectations of your institution wide targets. For example, we may expect more ambitious institution wide targets from you if your average (mean) fee is higher than if it is lower.

Permitted real terms fee rises

34. As with the previous arrangements, the basic and higher fee caps may rise each year to maintain their value in real terms. The Government will set out any permitted rises each year in line with the regulations. The fee you set 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 flat.

2. Expenditure on additional access and retention measures

Your access agreement should include:

- **the expenditure you estimate you will spend on additional access and retention measures**
- **your assessment of your access and retention record.**

Introduction

35. The letter of guidance to me from BIS ministers makes it clear that if you wish to charge fees above £6,000 you will need to focus more sharply on the outcomes of your outreach and other access and retention activities, setting clear targets where you judge that you need to make progress. Those charging the highest fees will need to spend significantly more on access measures than those charging lower fees.

36. You should note that this guidance is for a transitional year and the level of expenditure you commit to under this agreement does not commit you to spend the same level in subsequent agreements. We will 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

37. We will count:

- all previous access agreement expenditure that you continue to make *plus*
- expenditure on new access and retention measures *including*
 - expenditure on activities that you previously funded through other means where these funding streams have ended e.g. 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, or the Access to Learning Fund).

38. If you incur additional expenditure in the 11-12 academic year which relates to the 12-13 academic year (for example preparations for increased outreach and information provision, or maintaining collaborative outreach posts that were previously funded through Aimhigher), you may want to give us a broad estimate of your costs so that we can take this into account when considering your 2012-13 agreement.

Our guidelines on what you should spend on access measures

39. We set out below some broad guidelines on the expenditure³ levels we anticipate you will wish to commit to access and, where necessary, student retention. It is important to emphasise that these are guidelines only – how much your particular institution chooses to spend will depend on your access and retention record and the fee levels you decide to charge. It is important to emphasise too that the purpose of access agreements is to deliver progress in respect of access and student retention, not to secure a precise amount of money to this end. However, at the start of the new arrangements, we have to consider the amount of money you invest in additional access measures as an indication of your commitment to your targets.

Our broad guidelines are as follows:

- if you have a low proportion of under-represented students, we suggest you spend around 30 per cent of your fee income above £6,000 per FTE on access commitments
- if you have an average proportion of under-represented students, we suggest you spend around 22.5 per cent of your fee income above £6,000 per FTE
- if you have a high proportion of under-represented students, we suggest you spend around 15 per cent of the fee you are charging above £6,000 per FTE.

³ This is the total additional expenditure referred to in footnote 2, not just additional expenditure from 2012-13

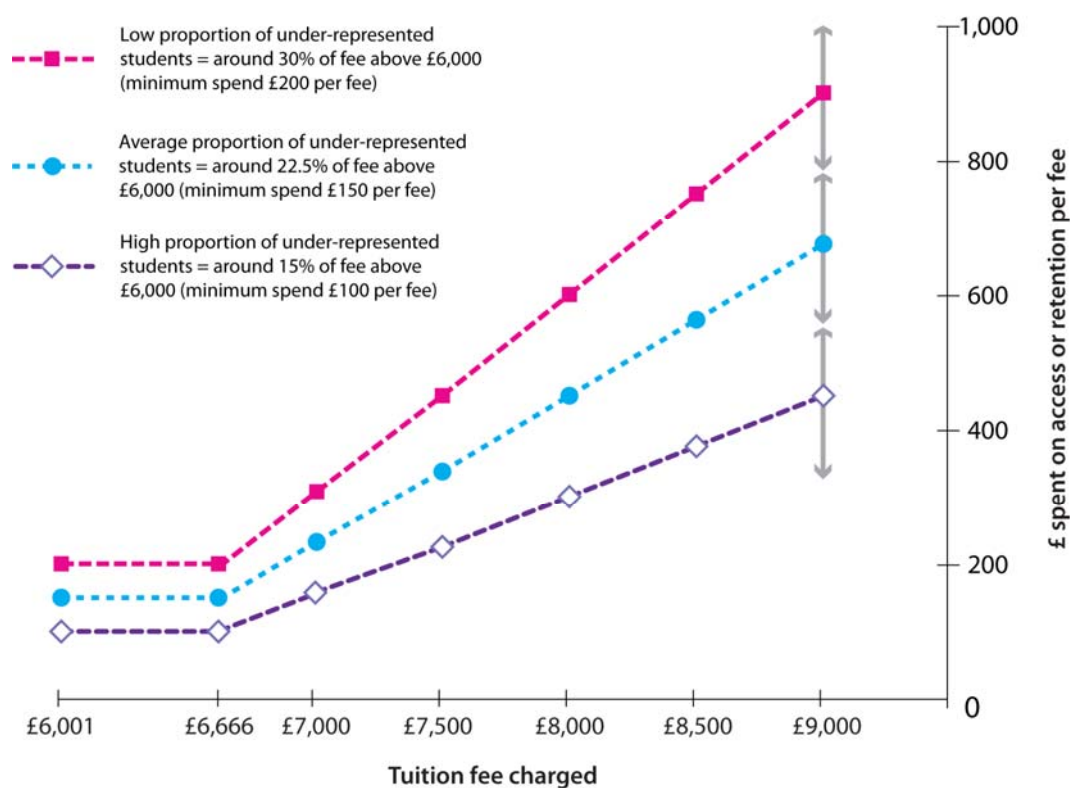
40. The above figures are *not* precise minimums. You might choose to spend more or less, depending on your performance in access and student retention.⁴ (We give more detail on how to assess your performance in paragraphs 44-46). For example:

- 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 £6,000
- 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 £6,000
- 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 £6,000 on access agreement commitments
- as a minimum, the starting point for institutions wishing to charge above £6,000 is around £100-£200 per fee, depending on your proportion of your students that are from under-represented groups.

⁴ the effect of these guidelines is to increase in the amount of money we expect institutions to spend on access measures at the highest fees. For example, under the old system we expected institutions charging the highest fees with low proportions of under-represented students to spend around £400 per fee on access. Under the new system this rises to somewhere around £900 per fee on access.

41. The chart below illustrates our broad guidelines across the fee levels.

Guideline expenditure per fee above £6,000 (including a minimum spend per fee)



42. In view of the importance placed on access outcomes, you will want to consider the resources required to make progress against your targets and some of you may choose to spend more than the guideline figures outlined above. Ministers have asked us to report to them in the autumn on how well institutions have responded to the new arrangements. If necessary, they will consider how our approach might be strengthened, including any additional powers or requirements that may be needed to secure more rapid progress.

43. 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 are able to 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

44. In order to determine where you fall within our expenditure guidelines, you need to make an assessment of your access record. You should base your assessment on your own understanding of the measures and indicators that you think 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. While you may have some small groups that are particularly under-represented at your institution, you should make your assessment primarily on broader categories of under-representation (for example, measures around

low participation neighbourhoods, social class, or schools or colleges with low HE participation rates).

45. You will need to set out your assessment in your access agreement. In assessing your record, 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 HESA performance indicators, without any reference to benchmarks)
- once you have determined roughly where you sit on this measure, you might adjust your position with reference to your relative access performance as well as 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).

46. 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 performance indicators (WP PI) and benchmarks and the HESA student retention performance indicators and benchmarks. We may also consider other data, such as what proportion of your students attracts a widening participation premium⁵. If you feel you are particularly disadvantaged by our approach, you may wish to discuss your circumstances with us as early as possible.

How to balance your expenditure

The balance between widening participation, fair access and retention

47. 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, we are also keen to secure expenditure on outreach that promotes widening participation generally and expect all institutions will want to continue with such work. In particular we encourage institutions to maintain collaborative working in the light of the end of Aimhigher funding. We will therefore take account of institutions' targets around widening participation as well as fair access to their own institution. The precise balance, as well as the measures you put in place, will be 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 institutions or other similar institutions, while maintaining their collaborative widening participation work. Institutions with already representative student bodies may want to concentrate mainly on improving their student retention, while continuing with their collaborative outreach work.

⁵ HEFCE uses two measures to calculate its widening participation allocation: for young full-time students it is POLAR2 Q1+Q2 (HEFCE considers this to be a better measure for selective institutions than the WP PI Q1 measure as it provides a larger base from which to measure). For mature and part-time students, it is based on Q1 and Q2 from the 'qualified adults classification'. For more detail, see www.hefce.ac.uk/widen/fund.

The balance between non-financial measures and financial support

48. Under the current arrangements, we believe that long-term co-ordinated outreach has been a more effective use of access funds than the precise amount of 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 participating groups. In contrast, our analysis of the impact of bursaries found no measurable evidence that they had influenced applicants' choice of institution. However, it is not clear how higher graduate contributions will affect behaviour – so it is possible that financial support may become more important in the new landscape. We also appreciate that you may have had additional aims for your bursary schemes, for example, in helping retain your students. 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 current 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.

49. Having said this, we expect that many of you will want to increase your outreach expenditure (particularly in light of the end of Aimhigher funding) both in cash terms and as a proportion of your overall access agreement expenditure. Where necessary you may choose to move money away from financial support for students to fund this. If your student population is not representative and you choose not to increase outreach we will want you to explain why, particularly if you have chosen not to spend additional money on maintaining collaborative outreach.

50. Under the current arrangements, 85 to 90 per cent of access agreement expenditure is spent on financial support for students, with the remainder on outreach. We appreciate therefore that some of you may wish to transfer expenditure gradually to outreach, partly to manage the growth of your outreach and partly to allow you to evaluate the impact on your applicants, entrants and students of any reductions in your financial support, particularly where you have concerns about the effect of this.

3. Additional access measures

In your access agreement, you should:

- **provide a broad overview of your investment in outreach and student retention (See paragraphs 37-38 – ‘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**
- **comment on how your investment in outreach and retention compares to your arrangements prior to 2012-13, so that we have a good sense of where you are making increased efforts.**

We do not require a detailed list of outreach activities in your access agreement. This level of detail is more appropriate for your Widening Participation Strategic Assessment (WPSA) which should cross-refer to your access agreement where possible⁶.

Outreach

How we define outreach

51. For the purposes of an access agreement, outreach work normally includes any activity that involves raising aspirations and attainment among potential applicants from under-represented groups and encouraging them to apply to higher education. This includes outreach directed at young or mature students aspiring to full or part-time study. We particularly encourage sustained, co-ordinated activities that work with pupils and other potential applicants over a number of years.⁷

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

You should concentrate on outreach with a proven success record

53. 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 welcome efforts to try new approaches, provided that you build in effective evaluation and monitoring of such approaches from the start. We encourage you to share good practice wherever you find new evidence of this, using your regional and national networks.

54. You may also wish to consider whether to target some outreach activities specifically at improving access to courses that lead to professional careers. You might choose to do this if your applicants and entrants to these courses were less representative than your intake generally. Such courses can offer the greatest financial benefits to students and are an important aspect of promoting greater social mobility.

What highly selective institutions will need to consider

55. We expect that highly selective institutions and specialist institutions with very low proportions of under-represented groups will want to focus greater resources on activities that encourage more applications to their institutions from under-represented groups. You may also wish to maintain your expenditure on broader widening participation work, including collaborative outreach. You may want to include targets relating to your collaborative work alongside those relating to your own institution. In developing your outreach work, you will wish to refer to the recommendations in our 2010 report 'What more can be done to widen access to highly selective

⁶ HEFCE will be requesting revised WPSAs in 2012.

⁷ See for example, Action on Access' work on the Learner Progression Framework (www.actiononaccess.org/?p=17_7_2).

universities?' (OFFA 2010/03). This encourages you to increase the volume and coverage of your successful extended outreach programmes, including intensive activities targeted at the most able disadvantaged students; for example, along the lines of Sutton Trust summer schools.

56. The Sutton Trust advocates that highly selective institutions 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 as subject choice 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. For example, many courses at highly selective institutions require an A level in maths, in one or more single sciences, or a modern language.

Collaborative working between institutions

57. 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 want to support this work further.

58. We will count your expenditure on collaborative outreach and related activity, including expenditure on the networks required to ensure their effectiveness. Institutions might also collaborate on the monitoring and evaluation of this activity. We will also count any expenditure required to bridge the gap between the end of Aimhigher funding in July 2011 and the start of your 2012-13 access agreement in September 2012 against your access agreement expenditure in 2011-12. You can ask us to take account of this unexpected extra expenditure in considering your 2012-13 agreement.

59. If your institution is highly selective, you will want to explore how collaborative outreach might address the particular issues you face around subject choice and higher aspirations. This may mean specific collaborative arrangements with other selective institutions to ensure regional or national coverage. You will also want to consider the recommendation in our OFFA 2010/03 report noted above, 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

60. 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 disadvantaged backgrounds. You can include the costs of forming and maintaining such links under your outreach expenditure.

Contextual data

61. 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. However, as ministers have recognised in their guidance to us, one way for institutions to make progress in broadening

their applicant pool and admitting more students from disadvantaged backgrounds with the potential to benefit from 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 under representation. Many institutions already use contextual data to help identify individuals with potential from disadvantaged backgrounds. 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.

62. While we do not require you to include the use of contextual data in your agreements, we agree that the use of contextual data is good practice and a valid and appropriate way for you to broaden access and, at the same time, maintain excellence, so long as you consider individuals on their merits and your procedures are fair, transparent and evidence-based. We are therefore happy for you to include in your agreement the extra costs of using contextual data (for example, monitoring and evaluation costs) if you so choose.

Courses and modes of study

63. 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 – for example, through part-time courses, distance learning, two year degrees, accelerated degrees and foundation years.

Student retention and success

64. 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. Where you are already very successful at recruiting students from disadvantaged backgrounds 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.

65. We take a broad view of student retention and success and are happy for you to include measures that ensure that under-represented students access the full benefits of higher education. For example, this might include initiatives to improve academic success and employability, including initiatives that made 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 such schemes could increase the attractiveness of undergraduate courses to disadvantaged groups by providing clearer pathways to successful graduate outcomes.

66. This does not mean we are asking you to withdraw your investment in outreach, including collaborative arrangements, as there is strong evidence that effective outreach can improve retention. We also recognise that your success in recruiting disadvantaged students will, in part, be a result of your outreach work and also recognise the broader contribution that outreach work makes to widening participation across the sector.

We need you to disaggregate outreach and retention expenditure

67. We recognise that the distinction between outreach and retention is often blurred. For example, students who are well informed about their chosen course or institution are less likely to withdraw than those that are poorly informed. Institutions therefore need to 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 play an important role in encouraging under-represented groups to apply. These and other activities can therefore be deemed to contribute to both outreach and retention. However, so that we can compare 2012-13 arrangements 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 retention expenditure

68. We appreciate that much of the work that you do to improve retention will be embedded within your learning and teaching practices. To include the expenditure towards your access agreement you will need to disaggregate that which is specific, new investment related to retention. If you are unable to disaggregate this expenditure for the purposes of your agreement, you should describe it as we will take these efforts into account when considering your agreement.

You are free to design your own retention work

69. 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 Office (2007) and Public Accounts Committee (2008) reports and HEFCE's subsequent work with the Paul Hamlyn Foundation and Action on Access.⁸ 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 National Scholarship Programme**
- **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

⁸ For more information, see www.hefce.ac.uk/widen/strategy/retention.html. See also the outcomes of the First Year Enhancement Theme (www.enhancementthemes.ac.uk/themes/FirstYear/outcomes.asp) developed by QAA Scotland.

70. The new national scholarships available under the National Scholarship Programme (NSP) are not intended to replicate existing support. They will be:

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

71. The broad parameters for the NSP were published in February.⁹ Initial allocations that institutions will be required to match are expected to be published later in March, with detailed guidance to follow by early April. If you charge fees above £6,000 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. Funding provided by HEFCE as an NSP allocation cannot count towards your access agreement expenditure; however, matched NSP funding provided by the institution will count.

72. If you believe that matching NSP funding one to one will materially compromise your ability to maintain important outreach work, you should alert us as early as possible. For example, if you believe you will not have enough funds left to maintain your existing outreach (or to continue collaborative work that is currently funded through Aimhigher), we will consider whether we can reduce the one to one requirement for your particular institution. Ministers have given us discretion to reduce matching for 2012-13. The position for 2013-14 will be reviewed in due course.

73. NSP funding will increase in 2013-14 and 2014-15 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

74. The new letter of guidance to us from BIS ministers ends the expectation that all institutions should give a minimum bursary to new students on full state support (although you will still be required to pay these to continuing students who started their courses between 2006-07 and 2011-12). State maintenance grants are due to increase for 2012-13 entrants, effectively transferring the burden of funding minimum financial support entirely to the Government, rather than sharing it between Government and institutions.

75. The only mandatory requirement in terms of financial support for new entrants will therefore be the requirement for institutions with access agreements to match NSP funding; however, we understand that many of you may wish to continue to offer other financial support in addition. Our analysis shows that bursaries have not influenced students' choices of institutions under the current system. However, this does not mean that institutional financial support such as

⁹ See BIS website for details - www.bis.gov.uk/assets/biscore/higher-education/docs/n/11-730-national-scholarship-programme-year-one.pdf

fee waivers or maintenance support will not have a role to play under the new arrangements. Similarly, although the sector-level student retention data for 2006-07 and 2007-08 starters do not show significant changes following the introduction of the current student support system, we do not know the impact on individual students. If you have your own evidence on the impact of bursaries, you will want to use it when making decisions on changes to your support packages and should include details in your access agreement.

76. As with outreach and retention, we encourage you to direct most of your expenditure on financial support that has already been shown to work well; however, you may also wish to try out new approaches. For example, we encourage you to explore whether fee waivers could have an effect on applicant choice under the new arrangements, particularly when used as part of the NSP to provide a large value benefit. A fee waiver has the effect of reducing the cost of borrowing to both the student and the public purse. Again, it will be important that new approaches like this are evaluated for impact at an institutional level right from the start.

Financial support must be tightly targeted

77. In respect of the financial support you choose to offer in addition to national scholarships, we will normally expect you to target this at the most disadvantaged students; currently, 70 per cent of financial support goes to students with residual family incomes of less than £25,000. We will only count expenditure on financial support directed at those entitled to state maintenance grants (students with a household income of up to £42,600) and those from other under-represented groups. If you are unsure if a target group is countable, please ask us. We will monitor how well targeted your financial support is and may review our thresholds if necessary in future guidance.

78. We strongly encourage you to:

- consult your student union 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.

79. You are, of course, free to use your own resources to support other students, once admitted, as you see fit (for example, to recognise outstanding sporting or musical achievement). However, any financial support delivered to students that falls 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

80. Continuing students who started their courses between 2006-07 and 2011-12 remain on the state and institutional finance arrangements that were 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 a 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 set out in your access agreement. These targets must:

- **include statistical targets 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 five years and include annual or interim milestones to help you monitor whether you are making progress.**

81. 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.

82. We have been asked by Ministers at the Department for Business, Innovation and Skills to place more emphasis on the outcomes of your access work and, where appropriate, retention.

83. 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 or good retention levels. While it is for you to set your own targets and milestones, they need to be agreed by us.

Choosing what targets to use

84. The targets you choose should be based on your assessment of where you need to improve on access and, where appropriate, on retention. Many of you currently choose to set targets based on the HESA widening participation performance indicators and benchmarks (WP PIs) and we are happy for you to continue to do so. However, there is no expectation that you have to use the WP PIs and we are happy for you to use other statistical measures.

85. As there is no single perfect measure of access performance we would normally expect you to have a range of targets to give a good understanding of your ambition and progress. In isolation targets might not sufficiently capture your ambition as it may be possible for you to meet a single target without improving your intake of disadvantaged under-represented groups. For example, it is conceivable that you could improve your proportion of state school students without recruiting greater proportions of students from disadvantaged groups.

86. Those using WP PIs should note that we would not consider progress solely against the benchmark to be sufficient as a target. Our aim is to improve the performance of the sector as a whole and we therefore need you to improve your absolute performance (the proportions of students from under-represented groups that you recruit and who are successful) as well as measure how you are doing compared to others.

87. In addition to entrants, you may also want to consider using targets based on applicants to help you to demonstrate the progress you are making. For example, you might want to record your progress in attracting more applications and making more offers to students from under-represented groups.

88. You may wish to give consideration to the population from which you mainly recruit. If, for example, you recruit mostly nationally you may choose targets that reflect the national population, while if you recruit mostly at a local or regional level, you may wish to take account of the local population in your targets.

89. If you have particular courses that are less representative than others you may choose to set targets to improve access to these courses, though we would not expect you only to have targets for these courses unless your other courses were already representative of the population from which you recruit.

90. We have asked you to put more effort into sustained co-ordinated outreach engaging with potential students over a number of years and are aware that, where you do this, there will not be an immediate effect on additional applications and recruitment. Therefore, alongside applicant and entrant targets, we encourage you to provide targets around your outreach work (including collaborative outreach work where appropriate) or other initiatives to illustrate your progress towards increasing access. These should be measurable outcomes-based targets and should focus on the number of pupils reached by a particular activity/programme, or number of schools worked with, and what the outcomes were, rather than simply recording the nature/number of activities.

91. In setting your targets you will want to draw our attention to your track record in recent years, including underlying trends where there are significant fluctuations in your recent data.

Targets for further education colleges

92. HESA WP PIs do not cover further education colleges and colleges will have less data available to assess their track record. Where you have your own data on student social class or descriptions of current access and widening participation measures, you should include these in your access agreement. However, as colleges generally attract high proportions of students from under-represented groups, we will not expect you to produce large amounts of evidence to prove that you have a socially representative student population.

93. As with HEIs, your targets should be measurable on a consistent basis, with baseline data, where possible and your data sources should be clearly stated in your access agreement.

We will consider whether your targets are ambitious enough

94. While the sector as a whole has made significant improvements in widening participation in recent years, access to highly selective institutions has remained flat. We are entering 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 outweighs the deferred costs.

95. When deciding whether your targets are sufficiently ambitious, we will consider whether they represent a balanced view of your performance. You should not, for example, choose to present only an indicator against which you perform best, while ignoring indicators where you are less successful. If you have identified specific under-representation in your student body, for

example among care leavers, disabled students, or under-represented ethnic groups, we would encourage you to set targets to address this. However, this should not be instead of targets based on broader measures such as social class or low participation neighbourhoods.

96. As a rule of thumb we expect that:

- where you already have a very representative intake, or have an excellent retention record, you might set targets that aim to maintain this excellent performance rather than make further significant progress. For example, if you already have an excellent WP record, in both absolute terms (for example, as measured by your WP PI indicators, or other statistics) and in relative terms (for example, your position against the HESA sector average benchmarks) you might look to maintain this performance and focus additional efforts on student retention instead
- where you are in line with the overall sector average, you might set targets based on making continued progress in absolute terms, building on the progress we have seen in recent years
- where you have relatively low proportions of students from under-represented groups, or you are significantly below your HESA benchmarks, you might aim to make significant and sustained progress and so your targets might reflect a step change in your recent performance.

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 (or groups) responsible for delivery of your agreement**
- **whether there is student representation on any of the bodies (or groups) that are responsible for your monitoring and evaluation.**

Institutional monitoring arrangements

97. Your agreement should include a brief description of how you intend to monitor the measures set out in your agreement and 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.

98. Further information on annual monitoring returns is set out later at paragraphs 113-116.

Evaluation

99. Your agreement should also give an overview of how the measures in your agreement will be monitored and evaluated. Well-designed evaluation is critical to ensuring long-term value for money. We expect you to collect monitoring data in respect of all your initiatives and activities, so enabling you to target the majority of your expenditure on projects with the best chance of success and the most impact.¹⁰

100. 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. You can include reasonable and proportionate evaluation costs in your access agreement spend.

6. Provision of information to prospective students

Your access agreement should:

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

101. 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 it clear exactly what level of financial support you are offering students in each year of their studies. The clarity of such information will be particularly important with the establishment of national scholarships, which will be a one-off benefit, not a recurrent annual award.

102. In the past, we have always required you to provide clear and up-to-date information through your own information channels (websites, prospectuses etc) and we will be monitoring institutional websites to ensure to ensure these requirements are being met. In addition, we now require an explicit commitment from you to provide such timely information to UCAS¹¹ and SLC as they reasonably require to populate their applicant-facing web services.

We recommend you test information with potential students

103. As fee and support arrangements are changing it will be particularly important to ensure that the information you are putting out is clear and easy to understand. We strongly encourage you to test the clarity of your information with potential students. You might also work with your student union in developing your information.

Broader information advice and guidance (IAG)

104. 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 include expenditure on

¹⁰ See HEFCE circular letter 24/10 for guidance on developing evaluative approaches to widening participation activities and commitments. www.hefce.ac.uk/pubs/circlets/2010/cl24_10/.

¹¹ This only applies to those courses that receive applications through UCAS.

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.

How we will assess your access agreement

The approval process

105. Once we have received 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.

106. 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 socially representative student populations. Our expectations for your minimum expenditure and the ambition of your targets will be informed by your performance against access and retention to date.

107. 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.

If we do not approve your agreement

108. If we are not happy 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.

109. If we reject your agreement, you then have 20 working days to apply for a review by a review body to be convened by the Department for Business, Innovation and Skills (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.

110. We will consider the opinion of the review body and give you a final decision within ten working days.

Conflicts of interest

111. 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 an independent senior figure before finalising our decision.

Material changes in circumstance

112. We recognise that significant uncertainties will remain at the time when we require you to take decisions on your fee levels and access agreement commitments. For example, provisional HEFCE funding allocations for 2012-13 will not be known before March 2012 and, although you will know the initial allocations for the NSP, you may not have the final guidance for the NSP until early April. We will keep you informed of any intelligence on the NSP on our website.

113. 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. However, you should note that 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

114. As before, you are required to submit annual monitoring reports to us 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 summary of your progress.

115. Currently we require monitoring returns in the January after academic year end. We will keep our monitoring process under review over the next few years and will confirm our requirements and timings in due course.

116. 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 data that will benefit institutions and us in developing 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.

117. 2012-13 is likely to be an atypical year; we have already seen changes to applicant behaviour in 2011-12 (for example, a significant decline in applicants applying for deferred entry) and this is likely to affect the nature of the 2012-13 applications. We will 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

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

Sanctions

119. We will use the sanctions open to us if in our opinion you commit a serious 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.

120. Our sanctions are described in Annex E.

How to submit your access agreement

121. First, you will need to register for the HEFCE extranet (<https://extranet.hedata.ac.uk>). You will need to download your Excel template (see Annex B – this includes sections on financial information and templates) and submit it to us via this site, together with your access agreement.

122. In order to register for the HEFCE extranet, you will need an ‘organisation key’ (which identifies your institution) and a ‘group key’ (which identifies the access agreement/WPSA monitoring return). We will send these organisation keys and group keys by post to all of our registered OFFA contacts shortly. If you do not currently have an access agreement, but wish to have one in place from 2012-13, please e-mail us at enquiries@offa.org.uk and we will send you a key separately.

The next steps

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

- download your Excel template from <https://extranet.hedata.ac.uk>
- complete the pro forma at Annex A (letting us know if you intend to submit an access agreement) and return this to us by 31 March at accessagreements@offa.org.uk. This is not binding, but it will help us in our planning
- 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 and your completed financial template to <https://extranet.hedata.ac.uk> by 19 April 2011.

Submission and decision deadlines

124. If an institution submits its agreement to us by 19 April with all the required information and there is no need for negotiation or discussion, we will guarantee a decision no later than 11 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 and release decisions earlier if possible. 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

125. We welcome early discussions with institutions about the development of their access agreements and are happy to comment on draft proposals. Please contact us on 0117 931 7171 or email enquiries@offa.org.uk

126. We will hold sector seminars on 21 and 22 March in London to support institutions to develop their agreements. We will be happy to discuss your plans at these events. Universities UK, GuildHE and the Association of Colleges have written to heads of their member institutions setting out details of these events and how to register.

Access agreements for future years

127. As stated in the introduction, the sector is entering a transitional period and we have been asked by the Secretary of State to renew access agreements on an annual basis. We will therefore 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.

128. Timetables for submission of agreements for 2013-14 have not yet been set. We will inform the sector as early as possible of the 2013-14 timetable and any changes to our guidance.

Annex A

Do you intend to submit an access agreement for 2012-13?

Please complete this pro forma and return it to us at accessagreements@offa.org.uk by **31 March 2011**. This is not binding, but it will help us in our planning.

Institution name:	
Name:	
Position:	
Telephone:	
E-mail:	

1. Do you intend to submit an access agreement for 2012-13? (Yes/no)	
2. What is the highest fee you are likely to charge?	
3. Are you likely to vary your fees (e.g. by course type or subject)?	
3a. If yes, - what is your likely fee range?	
- what is your average fee per student likely to be, approximately? (Note: in calculating this, you should include fees up and including the basic fee of £6,000 as well as fees above the basic level.)	

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 be published on our website shortly.

Annex C

Checklist

All access agreements must include the information set out in the following checklist. Please complete the checklist as confirmation that all the necessary elements have been included and upload to the extranet alongside your access agreement and your financial template (Annex B).

Does your access agreement include:

Checklist	Yes	No	N/A
1. The fee levels you are proposing to charge?			
2. Information about targeted financial support (where applicable)?			
2a. If you answered yes to question 2, does the agreement include information on the type and level of targeted support that will be offered, as well as target groups and eligibility?			
3. Information about the outreach that will be provided?			
3a. If you answered yes to question 3, does the agreement provide a description and estimated number or reach of the outreach activities, as well as the target groups?			
4. Information about the retention measures that will be implemented (where applicable)?			
5. An explicit indication about whether the expenditure included in your agreement is countable? (Expenditure is only countable if it is i) previous access agreement expenditure that you are continuing to make, or ii) expenditure on new access and retention measures – see paragraphs 37-38 for more information.)			
6. Have you included details of evidence, where available, which explains why you have chosen to directly fund particular types of activity?			
7. Targets and milestones, and baseline data to support the milestones?			
8. An undertaking to monitor compliance with the agreement and progress towards milestones?			
9. An explanation of how and when the institution will provide information about the financial support available and the aggregate cost of tuition to prospective students?			
10. In the Table 1 of the Excel template, have you included <u>all students</u> in each year, not just entrants?			

Annex D

Glossary

Additional measures or expenditure: By 'additional' we mean measures from your 2011-12 access agreement that you will continue to deliver in 2012-13, plus any new measures that are delivered from 2012-13 (including measures that you now fund which were previously funded through other means; for example, collaborative working previously funded by Aimhigher. (See the 'What we will count as expenditure' section in paragraph 37-38).

Basic level of fee: The level of tuition fee up to which an access agreement is not required. In 2012-13 this will be £6,000.

Fee cap: The maximum regulated fee that can be charged under an access agreement. In 2012-13 this will be £9,000.

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 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).

Higher level of fee: The level of tuition fee above which an access agreement is required. From 2012 this will be above £6,000.

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.

Publicly-funded institutions: Providers of higher education that are directly funded by the Higher Education Funding Council for England (HEFCE) or the Training and Development Agency for Schools (TDA).

Retention and student success: Measures that ensure that students access the full benefits of HE by completing their studies and improving academic outcomes and employability.

Student population covered by access agreements: Full-time home/EU undergraduates (including full-time PGCE) that are charged higher fees. (See paragraph 32)

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:

- people from lower socio-economic groups
- people from low income backgrounds (in 2012-13, this includes family incomes up to £42,600)
- some ethnic groups or sub-groups
- people who have been in care
- disabled people.

Variable fees: The full-time undergraduate tuition fees payable to an institution. Variable fees were introduced by the Higher Education Act 2004. In 2012-13, fee limits can be set between £0 and £9,000.

Widening participation: Improving under-representation in HE at a national level

Annex E

Sanctions

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 yourself to.

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.

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.

Where, after initial investigation, you appear to be in serious breach of your agreement, we will formally write to you setting out where we believe you have not met your commitments. You will have 20 working days from the day after the date of our letter to respond to us before we take a decision about sanctions.

The sanctions available to us

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

We can ask HEFCE or the TDA 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 TDA 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 TDA 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.

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

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.

Imposing a sanction

If we decide to impose a sanction, we will write to you setting out any financial penalties and the reasons for them. You will have a further 20 working days from the day after the receipt of the letter to respond with any representations before we carry out the sanction.

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.

Access agreements will now be 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.

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.

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