

## National Collaborative Outreach Programme guidance for consortia

Update 23 October 2018

### Purpose of this document

1. This document outlines updates to the National Collaborative Outreach Programme (NCOP) programme guidance<sup>1</sup>, in light of the transition from the Higher Education Funding Council (HEFCE) to the Office for Students ('the OfS'), and the programme updates that have evolved over the course of 2018. Specifically it covers:
  - the HEFCE to OfS transition
  - updated monitoring periods
  - updated advice on programme expenditure.

### HEFCE to OfS transition

2. The OfS was set up in January 2018. It issued the Regulatory Framework for higher education in February 2018 and assumed the powers and responsibilities of HEFCE and the Office for Fair Access in April 2018.
3. NCOP phase one terms and conditions were updated and sent to consortia in May 2018. These are available in Annex A.
4. The four-step process instigated in the event of a consortium failing to deliver has been updated to reflect that the OfS does not have regional consultants. The process will now include senior OfS staff with oversight of the programme (referenced at points 46, 49 and 50).
5. Reference to HEFCE's Teaching Excellence and Student Opportunity Strategic Advisory Committee (at point 60) is no longer applicable.
6. The general NCOP email address is now [ncop@officeforstudents.org.uk](mailto:ncop@officeforstudents.org.uk).
7. The NNCO and NCOP resource pool (referenced at point 26 and Annex D in the guidance), has been archived with the rest of the HEFCE website and can no longer accept new content.

---

<sup>1</sup> Previously published on the HEFCE website, and now archived at [www.officeforstudents.org.uk/advice-and-guidance/promoting-equal-opportunities/national-collaborative-outreach-programme-ncop/resources-for-consortia/](http://www.officeforstudents.org.uk/advice-and-guidance/promoting-equal-opportunities/national-collaborative-outreach-programme-ncop/resources-for-consortia/)

Consortia are encouraged to share examples of their practice via Jiscmail and VeryConnect. Existing resource pool content is available on the archived HEFCE website<sup>2</sup>.

## Programme extension

8. The OfS board agreed to extend NCOP phase one from December 2018 to July 2019.

## Monitoring period update

9. Monitoring of the programme moved from quarterly updates in 2017 to twice-yearly returns in 2018. The summer 2018 return included submission of an extended operating plan. The monitoring schedule for the academic year 2018-19 is as follows.

	Monitoring period	Dates	Update due
Winter return	1 July to 31 December 18	Release 3 December 2018 Submission 28 January 2019	Financial and operational update
End of phase one	1 January to 31 July 19 (seven months)	Release 3 June 2019 Submission 30 September 2019	Financial and operational update

10. For the winter 2018 return, consortia are able to carry forward funding equal to one month's allocation from December 2018 into the January to July 2019 period. Any unspent funds as of December 2018 will be recouped.
11. All consortia will be required to submit audit certification as part of the winter 2018 return process. Details of the audit requirements will be confirmed by late autumn 2018.

## Update on programme expenditure

12. In supporting NCOP goals, consortia may incur liability for redundancy costs of staff who were recruited to work on the programme for either all or part of their time. NCOP funds can be used to cover the costs of staff redundancy as follows:
- The redundancy payments should be reasonable and in line with the statutory minimum. Should staff be employed on enhanced contracts, the employer should cover any additional benefits associated with redundancy.
  - NCOP funds should only be used to cover the period of time the individual has worked on NCOP, irrespective of their overall period of employment.
  - The NCOP was designed as a time-limited programme. Therefore, consortia must demonstrate that reasonable steps were taken to recruit in a way that sought to control and minimise staff costs. This would include consideration given to whether posts would be temporary or permanent, the drafting of employment contracts and so on.
  - The OfS will not provide additional funds to cover redundancy, so any costs will need to be taken from the funds already allocated.

<sup>2</sup> See <http://webarchive.nationalarchives.gov.uk/20180319113411/http://outreachpool.hefce.ac.uk/>.

13. If NCOP funding is used to cover redundancy costs, consortia will need to confirm that payments have been made in line with the above guidance. Reporting will form part of the normal monitoring process. The OfS will provide further details in future monitoring guidance. If you have any questions in the meantime, please contact your account manager.

## Annex A

### National Collaborative Outreach Programme – Terms and Conditions of funding (sent to NCOP consortia on 30 May 2018)

#### Finance and risk

1. The Office for Student (OfS's) regulatory framework published in February 2018 (OfS 2018.01<sup>3</sup>) will not come fully into force until 1 August 2019. The secondary legislation that enacts the Higher Education and Research Act 2017 (HERA) makes provision for the powers and duties of the Higher Education Funding Council for England (HEFCE) (under the Further and Higher Education Act 1992) and the Director of Fair Access to Higher Education (under the Higher Education Act 2004) to be exercised by the OfS until all of its new powers are commenced.
2. This means that providers will be funded and regulated by the OfS from 1 April 2018 to 31 July 2019 through a combination of the powers and duties 'carried forward' from the previous legislation and the new HERA powers and duties. This is called the 'transition period'. The terms and conditions of funding for higher education institutions (HEIs)<sup>4</sup> sets out the requirements placed on these providers under the 'carried forward' powers. For more information about our approach to regulation during the transition period see 'Regulatory notice 2: Regulation up to 31 July 2019 of providers that were previously funded by HEFCE' (OfS 2018.12)<sup>5</sup>.
3. The terms and conditions of funding set out in this annex take effect from 1 April 2018 and apply during the transition period to 31 July 2019. They are made under section 65 of the Further and Higher Education Act 1992, as amended by a statutory instrument setting out the transitional arrangements, the Higher Education and Research Act 2017 (Consequential, Transitional, Transitory and Saving Provisions) Regulations 2018.
4. As the lead provider, you are receiving an allocation of funding from us to support your consortium which will be part of the National Collaborative Outreach Programme (NCOP). All funding is allocated by the OfS in line with its powers as outlined above.
5. For HEIs we expect the terms and condition of funding (OfS 2018.15) to be adhered to during the delivery of the programme.
6. We expect funding for phase 1 of the programme to be organised in four tranches: in January 2017, August 2017, August 2018 and January 2019. As the consortium lead provider, you will

---

<sup>3</sup> See [www.officeforstudents.org.uk/advice-and-guidance/regulation/the-regulatory-framework-for-higher-education-in-england/](http://www.officeforstudents.org.uk/advice-and-guidance/regulation/the-regulatory-framework-for-higher-education-in-england/).

<sup>4</sup> See [www.officeforstudents.org.uk/publications/terms-and-conditions-of-funding-for-higher-education-institutions/](http://www.officeforstudents.org.uk/publications/terms-and-conditions-of-funding-for-higher-education-institutions/).

<sup>5</sup> See [www.officeforstudents.org.uk/publications/regulatory-notice-2-regulation-up-to-31-july-2019-of-providers-that-were-previously-funded-by-hefce/](http://www.officeforstudents.org.uk/publications/regulatory-notice-2-regulation-up-to-31-july-2019-of-providers-that-were-previously-funded-by-hefce/).

set out to us the monthly funding profile through to July 2019 appropriate for your consortium's approach. As consortium lead provider, you will receive the funding.

7. A monthly funding profile must be supplied and six-monthly updates on this provided to your OfS account manager. The OfS will consider whether it is appropriate to re-profile your grant where significant slippage occurs.
8. Providers should ensure that appropriate remuneration is provided to any students employed as part of this programme, however the use of volunteers is appropriate if the volunteers are aware that this is the case.
9. As lead provider you must inform us promptly in writing (that is, outside the agreed reporting timescale if appropriate) if:
  - a. there is a significant alteration to your operating plan or a matter arises which is likely to significantly affect the intended aims, outcomes and/or outputs
  - b. there are delays in starting or implementing your activity or your intended programme of work is put on hold for any reason
  - c. there are any significant changes to risk status of your work. Where the level of risk increases significantly during the project life, we should be advised at the earliest reasonable opportunity (that is, outside the agreed reporting system if appropriate).
10. We reserve the right to change the funding and monitoring arrangements if, in our judgement, any of the above matters mean that your consortium is unlikely to achieve its intended outcomes. We also reserve the right to take these courses of action if, in our judgement, you fail to report any of the above issues to us in writing in a prompt manner.
11. We reserve the right to withhold or suspend payment of the funds and/or require repayment of all or part of the funding if:
  - d. the funds are used for purposes other than those for which they have been awarded
  - e. the consortium does not ultimately proceed, changes significantly or is excessively delayed
  - f. we consider that the consortium is not making the progress required against its targets and milestones and other plans as set out in its operating plan
  - g. we consider that the consortium's work is being delivered in a negligent manner
  - h. funding is obtained from a third party which, in our reasonable opinion, undertakes activities that are likely to bring the consortium or the OfS into disrepute;
  - i. you provide us with information which is materially misleading or inaccurate
  - j. we consider that further payment would place public funds at risk.
12. Before taking any such action we will, in the first instance, arrange a discussion with the Chair of the consortium's governance board and the consortium manager or director to discuss these concerns and put in place a plan of action where the withdrawal of funds will be a last resort, unless immediate action is required in order to safeguard public funds.

13. Where any sum fails to be repaid to us in connection with the allocation, we may recover that sum by way of set-off against any other sum payable by us to you or issue an invoice. Under no circumstances will the amount of the allocation be increased in the event of any overspend in the delivery of your work.

## **Monitoring and Evaluation**

14. An operating plan must be supplied and you are required to fulfil the monitoring requirements for this programme. As discussed in the main body of the letter, we will require six-monthly financial updates and monitoring. Monitoring will be conducted against the information set out in the consortium's operating plan.

15. Your consortium is also expected to engage with the NCOP evaluation, as set out in the terms and conditions of the original award letter.

16. Your provider will be expected to engage with your allocated OfS account manager who will assess whether the consortium is meeting its targets and milestones as well as ensuring the consortium's funding profile is appropriate.

17. Funding will be allocated on the basis of a profile. If there is slippage in your consortium's spending then we will pick this up through monitoring or please contact us to make us aware that this is the case. In case of slippage, we will work with you to put in place a plan of action to ensure that the funds are re-profiled so that payments are appropriate for your needs. This may involve suspending payments or reprofiling the amounts of future payments.

18. We will discuss with you if frequent reprofiling raises concerns that the consortium is not delivering against its operating plan.

19. As funding for phase one has been extended to 31 July 2019, the final monitoring return will be submitted in August 2019. As reported in this award letter (extension of phase one funding, May 2018), we will allow a proportion of underspend equal to one month of the consortium 2018-19 allocation to carry forward for the period January to July 2019. All other unspent funding reported up to the end of December 2018 will be recouped in 2019.

20. We reserve the right to suspend, terminate or recover the funding allocation if our monitoring requirements are not met. Additionally, monitoring requirements agreed at the outset of the programme are subject to adjustment by us upon receipt of progress reports or for any other reasonable cause. We will consult with the lead provider before changing any monitoring requirements.

21. It is your responsibility to closely monitor the delivery and success of the consortium to ensure that the OfS's minimum expectations for the programme are met. Other aims and objectives for the consortium's activities are the responsibility of the lead provider and constituent partners. We expect you to have appropriate governance and monitoring arrangements in place for this collaborative work.

22. You will need to keep separate, accurate up-to-date records of the receipt and expenditure of the funding. We will have the right to review these records, including as part of an audit, and to take copies of them as part of an audit if we feel this is required.

## Programme evaluation

23. As well as the monitoring and evaluation requirements set out in paragraphs 14 to 22, we require every consortium to engage and communicate with the sector-wide evaluation we will undertake for this programme. Arrangements for the evaluation in phase two will be confirmed in 2019 and expectations and requirements for consortia to engage with the evaluators will be refined at that point.
24. CFE Research have been appointed to design and execute a systematic and wide-ranging evaluation which will utilise a range of qualitative and quantitative research methodologies in phase one, and will work closely with the OfS's analysts. The evaluation involves the use of experimental models (such as randomised control trials) and quasi experimental models, assisting consortia to trial new methods of evaluation. It has both formative and summative elements, and has taken full account of recommendations from the CFE Research for HEFCE in 2015 to build the foundations and conceptual basis of an evaluation framework<sup>67</sup>. The NCOP national evaluation is an opportunity to commission work which takes full account of the recommendations in this report and makes a 'step change' in ours and the sector's approach to measuring and evidencing outcomes and impact in this area.
25. The CFE Research team will contact your consortium's key evaluation contact to take forward this work. We expect the team to provide a clear set of timescales and guidance to consortia about how the national team will engage with each consortium, and likely requirements for data and information.
26. This may include a requirement to participate in meetings, surveys and visits to your institution and partner organisations as well as stakeholders such as partner schools and colleges, LEPs and Local Authorities. We may also organise workshops to which we will invite members of your consortium.
27. The evaluation team will also use research and evaluation conducted at the local level to inform the wider findings of the evaluation to assess the outcomes and added value of these collaborative arrangements. We plan to provide key documentation about each consortia (this has included your submission and operating plan) to CFE Research.
28. The OfS's analysts will conduct an analysis of the programme as it progresses to establish the effectiveness nationally of the NCOP programme in increasing higher education participation in the target wards. This will involve consideration of progression rates into pathways at key stage 5, as well as application and progression rates into and through higher education.

## End of funding reporting

29. You are required to fulfil our end of award reporting and financial assurance requirements for the programme. We will set out these requirements at least six months before the information is due.

---

<sup>6</sup> See [www.officeforstudents.org.uk/publications/terms-and-conditions-of-funding-for-higher-education-institutions/](http://www.officeforstudents.org.uk/publications/terms-and-conditions-of-funding-for-higher-education-institutions/)

<sup>7</sup> See (<http://www.hefce.ac.uk/pubs/rereports/Year/2015/sodataret/Title,104733,en.html> and <http://www.hefce.ac.uk/pubs/rereports/Year/2015/sodepth/Title,104746,en.html>).

30. This information (end of year reporting and financial assurance requirements) will take a similar form to our six-monthly monitoring returns but may include some additional questions around sustainability and reflections following the end of the programme.
31. We will provide a financial assurance template at the end of the funded programme which should be signed by the accountable officer of the lead provider. We would also look to recoup any unspent monies (covering January to July 2019) at that point.

## **Complying with state aid and other relevant legislation**

32. You should ensure that funding provided is used in ways compatible with relevant legislation. This includes state aid and equality legislation. If necessary, providers should seek legal advice to inform their delivery of the consortia.

## **Publicity**

33. We have issued guidance around NCOP branding, including a logo, and request that you use this logo on new resources, materials, web-sites and web-resources developed by the consortium.
34. You should contact our communications team via [NCOP@officeforstudents.org.uk](mailto:NCOP@officeforstudents.org.uk) to advise of any upcoming media coverage of NCOP consortia. The OfS contributions to the consortium should be acknowledged in press releases, which should also make reference to the wider NCOP programme.
35. We reserve the right to publish some or all of your final report on our website (and any other outputs from the programme, including the evaluation), as part of disseminating the findings of monitoring and evaluation for the benefit of the sector. We would contact you ahead of doing this. We will also use these outputs for internal purposes, such as policy development. If you believe the report or elements of it, are confidential and should not be published, you should state the reasons why in advance and we will consider them.

## **Relationship**

36. These terms and conditions do not create any partnership or joint venue between us and you, nor any relationship of principal and agent.

## **Consortium-specific conditions of funding**

37. As specified in the original NCOP award letter of September 2016: that the consortium's operating plan contains a revised and strengthened approach to risk.