



# Uni Connect programme guidance

From 1 August 2022

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## Introduction

- This document provides guidance for those involved in the Uni Connect programme from 1 August 2022 onwards. It sets out details of how the Office for Students (OfS) will manage the programme and our expectations of the Uni Connect partnerships. It will remain in force until replaced or revoked by the OfS.
- 2. This document should be read in conjunction with other sources of guidance from the OfS to the partnerships, including:
  - Programme terms and conditions, as set out annually in the grant letter to the lead provider for each Uni Connect partnership
  - Guidance to partnerships on completing an operating plan, issued to each partnership prior to each operating plan period
  - Guidance to partnerships on completing a monitoring return, issued to each partnership part way through each monitoring period
  - Guidance to partnerships outlined on the OfS Uni Connect webpages<sup>1</sup>
  - Guidance letters from the OfS to the partnerships.

<sup>&</sup>lt;sup>1</sup> See www.officeforstudents.org.uk/advice-and-guidance/promoting-equal-opportunities/uni-connect/.

## **Programme funding**

#### **Eligibility**

- 3. Programme funding terms and conditions are set out annually in the grant letter to the lead provider for each Uni Connect partnership. Where the terms and conditions of the grant (including any specific conditions imposed on a partnership) are inconsistent with this guidance, the programme terms and conditions of the grant will prevail.
- 4. Lead providers must adhere to the relevant OfS funding terms and conditions<sup>2</sup> applicable to the academic year in question.
- 5. Grant payments will be made only while, and in respect of periods during which, the lead provider meets all eligibility requirements, including being in the Approved (fee cap) category on the OfS's Register.<sup>3</sup>
- 6. In providing the grant funding, the OfS requires, as a condition of funding, that the lead provider comply with any directions given by the OfS that are within the scope of the grant objectives and purposes and to ensure that the partnership complies with any directions given by the OfS.
- 7. To receive their full funding allocation, the lead provider is required to submit an operating plan for the period in question. The operating plan, once approved, forms part of their ongoing funding agreement.

#### Programme expenditure and value for money

- 8. As the lead provider you must, unless otherwise agreed in writing by the OfS, use the grant made by the OfS, only for eligible expenditure in accordance with:
  - a. the grant objectives and purposes as set out in the most recent Uni Connect grant funding letter.
  - b. the operating plans submitted and approved
  - c. changes submitted in subsequent monitoring returns accepted by the OfS
  - d. any direction issued by the OfS
  - e. the programme guidance issued
  - f. any other guidance issued by the OfS (as amended from time to time).
- 9. Partnerships are permitted to use Uni Connect funds to cover maternity, paternity and adoption leave costs should they arise. This is an allowable cost under Uni Connect funding and should be included in 'Staff costs'.

<sup>&</sup>lt;sup>2</sup> For example, OfS terms and conditions of funding for 2022-23 can be viewed at <a href="https://www.officeforstudents.org.uk/publications/terms-and-conditions-of-funding-for-2022-23/">www.officeforstudents.org.uk/publications/terms-and-conditions-of-funding-for-2022-23/</a>.

<sup>&</sup>lt;sup>3</sup> See www.officeforstudents.org.uk/advice-and-guidance/the-register/the-ofs-register/#/.

- 10. Partnerships may incur liability for redundancy costs of staff who were recruited to work on the programme for either all or part of their time. Uni Connect 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.
  - Uni Connect funds should only be used to cover the period of time the individual has worked on Uni Connect, irrespective of their overall period of employment.
  - Uni Connect was designed as a time-limited programme. Therefore, partnerships 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.
  - We will not provide additional funds to cover redundancy, so any costs will need to be taken from the funds already allocated.
- 11. If Uni Connect funding is used to cover redundancy costs, partnerships will need to confirm that payments have been made in line with the above guidance. Reporting will form part of the normal monitoring process.
- 12. Only lead provider or host costs that are directly attributable to supporting the Uni Connect partnership are permitted; Uni Connect funding should not be used for more general estate costs and services at the provider.
- 13. Partnerships are required to accurately report Uni Connect spending in accordance with the monitoring and reporting requirements of the programme terms and conditions and any operational monitoring guidance issued by the OfS.
- 14. Partnerships are reminded that Uni Connect is a publicly funded programme and, as outlined in OfS funding terms and programme terms and conditions, value for money considerations should be at the forefront of all expenditure.
- 15. Partnerships should not use Uni Connect funding for:
  - a. **Overseas visits or activities**: Unless there is direct correlation to a particular higher education subject (for example, foreign languages). If a partnership would like advice on the appropriateness of an overseas visit, it should check with our Uni Connect team.
  - b. **Capital spending**: For example, the purchase of office equipment, refurbishment of office space or large-scale equipment or asset purchases. If a partnership is unsure whether a request falls into this category, it is advised to contact us before expenditure is committed.
  - c. Marketing and student recruitment: Uni Connect funding is strictly for the provision of impartial outreach, advice and guidance and attainment raising activity to students, so must not be spent on marketing materials or the recruitment of students to particular providers.

- 16. We expect the majority of Uni Connect funding provided to partnerships to be spent on the delivery of programme activities, which includes staffing costs relating to delivery and thirdparty delivery costs if applicable. We will review expenditure through future monitoring returns and will contact partnerships where this is not the case.
- 17. Partnership governing boards should have oversight of what is funded and scrutinise expenditure, ensuring that activities are evidence-based and fit with the partnership progression framework and the programme terms and conditions. Partnerships should focus clearly on meeting the programme goals and ensure value for money.
- 18. We expect partnerships to contact us when they identify in-year underspend so that reprofiling can take place. Underspends that are material and which will not be cleared within two months must be reported to us. Circumstances vary as to why underspends occur and how these will be managed by partnerships. Each case of underspend is looked at on an individual basis. Any unspent funds remaining at the end of a funding period will be recouped from the partnership.
- 19. Partnerships are not permitted to set aside any funding for contingency purposes. We will request further information where we are unclear about what has been included in monitoring returns. We will request further information where we are unclear about what has been included in the funding categories or where the funding set aside for 'other costs' is high in relation to other categories of spending.
- 20. Partnerships are permitted to spend some of their budget on marketing costs, including branding or promotion of their work, where this will directly benefit the successful delivery of activities as part of a partnership's approach. Partnerships should not use Uni Connect funds to pay for branded materials which play no active part in activities provided to young learners.

## Subcontracting

21. It is not a requirement of the programme that partnerships work with third-party providers, but partnerships can commission other organisations (including third-sector organisations which have particular expertise) to deliver activity on their behalf as part of this programme. We advise that partnerships conduct thorough research on the effectiveness and track record of any third-party provider before committing funding. The partnership governing board and the lead provider will remain fully accountable to us for the funding and delivery of all of the partnership's activity, including that of third-party providers. Partnership governing boards are required to monitor the risks and mitigations of such arrangements with third-party providers so that they are assured they are delivering activity in line with the principles and goals of the programme.

## **Match funding**

- 22. Match funding means any contribution to Uni Connect funded activities from a third party.
- 23. The provision of match funding is one way in which we gain assurance that a project has support and engagement from local partners, as well as contributing to the sustainability of such activity.

- 24. Partnerships are encouraged to seek funding contributions from other sources to secure the ongoing sustainability of their activities. We will seek confirmation of partnership plans for continuing to secure or increase other investment through match funding opportunities through operating plans, and will use monitoring returns to understand what match funding has been secured.
- 25. Where programme funds are contributing to collaborative activity we would normally expect this funding to be matched by other partner contributions as appropriate. Partnerships must ensure that there is no double funding of activity, as outlined in the programme terms and conditions. The governing board is expected to decide on the appropriate levels of Uni Connect and partnership contributions to joint projects.
- 26. Uni Connect funding should not be used in place of other government funding, including other grant funding from us, or funding which would ordinarily be expected to be provided by another organisation.

#### Eligible and ineligible expenditure

- 27. The lead provider must, unless otherwise agreed in writing by the OfS, use the grant made by the OfS only for eligible expenditure in accordance with:
  - the grant objectives and purposes set out in the grant funding letter
  - the operating plans submitted and approved
  - changes submitted in subsequent monitoring returns accepted by the OfS
  - any direction issued by the OfS
  - relevant programme guidance
  - any other guidance issued by the OfS (as amended from time to time).
- 28. The OfS will review eligible expenditure through routine monitoring.
- 29. The lead provider must not in any circumstance claim the following non-exhaustive list as eligible expenditure. The list below does not override activities which are deemed eligible in the programme terms and conditions:
  - a. Paid-for lobbying, which means using the grant to fund lobbying (via an external firm or in-house staff) in order to undertake activities intended to influence or attempt to influence Parliament, government or political activity; or attempting to influence legislative or regulatory action.
  - b. Using the grant to directly enable one part of government to challenge another on topics unrelated to the agreed purpose of the grant.
  - c. Using the grant to petition for additional funding.
  - Expenses such as for entertaining, specifically aimed at exerting undue influence to change government policy.

- e. Input VAT reclaimable by the grant recipient from HMRC.
- f. Payment for activities of a political or exclusively religious nature.
- 30. Other examples of expenditure which are prohibited include the following:
  - a. Interest payments or service charge payments for finance leases.
  - b. Gifts.
  - c. Statutory fines, criminal fines or penalties civil penalties, damages or any associated legal costs.
  - d. Payments for works or activities which the grant recipient, or any member of their partnership, has a statutory duty to undertake, or that are fully funded by other sources.
  - e. Bad debts to related parties.
  - f. Payments for unfair dismissal or other compensation.
  - g. Depreciation, amortisation or impairment of assets owned by the lead provider.
  - h. Capital spending or the acquisition or improvement of assets by the lead provider.
  - Marketing and student recruitment: Uni Connect funding is strictly for the provision of impartial outreach, advice and guidance and attainment raising activity to students and therefore must not be spent on marketing materials or the recruitment of students to particular providers.

## **Payment of grant**

- 31. The OfS will agree a funding profile with the lead provider based on the partnership's eligible expenditure. The OfS cannot provide funding in advance of need.
- 32. If at the end of the funded period there are unspent monies, the lead provider shall repay unspent monies to the OfS no later than 30 days from the request for repayment.
- 33. Under no circumstances will the amount of the allocation be increased in the event of any overspend in the delivery of the partnership's work.
- 34. When using OfS funding, the lead provider must apply proper processes that ensure effective accountability and secure value for money. This requirement also applies where the lead provider passes on part of its OfS funding to any of the parties to the partnership or another legally distinct entity. In these circumstances, the lead provider will be held accountable for those funds. The lead provider must therefore ensure adequate and effective accountability arrangements are in place when it passes on such funding to a partner or another entity.

## Partnership governance

- 35. Partnership governing boards and steering groups should have sufficient oversight of the range of activities that are being offered through the programme, so that appropriate scrutiny of the fit with the principles of the programme is provided. In supporting the lead provider to fulfil the requirements of the programme, the Uni Connect partnership governing boards play a critical role in ensuring successful delivery of the programme and should challenge the partnership where it has concerns about the use of funding.
- 36. Governing boards and steering groups should be focused on setting the strategic vision and direction for the partnership and establishing links with other policy initiatives to ensure Uni Connect contributes to wider social, cultural and economic objectives. Senior leaders within partner organisations are often best placed to achieve and maintain this synergy.
- 37. We expect the chair of each governing board to engage with our ongoing Uni Connect meetings and events, ensuring that messages about the programme and issues raised by the funder are understood and can be communicated effectively through the individual partnerships.
- 38. When considering the approach to governance and management, partnerships should consider the following practices which the programme evaluation indicates are supportive of effective governance:
  - Encompassing a leadership group comprised of appropriate senior leaders such as vicechancellors, deputy or pro-vice-chancellors and vice and deputy principals
  - Focusing on strategy not operations
  - Ensuring a shared vision amongst those working in the partnership and beyond
  - Good succession planning and handovers.

#### **Membership**

39. Programme evaluation highlights the importance of ensuring that all core partners are represented on strategic and operational bodies. Partnerships may also want to consider the merits of inviting colleges, schools and wider stakeholders to join their strategic governance group(s) to provide external perspectives and challenge decisions. We expect partnerships will include the perspectives of further education provider partners in their governance structure.

## **Devolved partnerships**

40. As set out in the National Collaborative Outreach Programme: Year one report of the national formative and impact evaluation:<sup>4</sup> 'A degree of central control from consortia is needed to ensure the Uni Connect offer is coherent and coordinated. More effort is needed in highly-

https://webarchive.nationalarchives.gov.uk/20180405115436tf\_/http://www.hefce.ac.uk/pubs/rereports/year/2018/ncopyear1/.

<sup>&</sup>lt;sup>4</sup> See

- devolved funding models to ensure overarching aims and objectives are effectively communicated, understood and adhered to.'
- 41. As a result, we recommend that in partnerships with a devolved funding model, the governing board particularly scrutinises the relationship with partners to provide some assurance of the coherence and consistency of the Uni Connect offer and to ensure funding is spent in line with the principles of the programme.

#### **Programme risk**

- 42. We are predominantly interested in strategic risks to collaborative working and to the success of the partnership in achieving the objectives it has defined for itself as detailed in the operating plan. We welcome the delivery of innovative activity where it can be effectively evaluated. Every partnership will wish to capture a mixture of risks and opportunities within and outside its control. We would expect a partnership's governing board to receive updates on the risks to the partnership as part of its assessment of the partnership's progress against its plans.
- 43. An assessment of risk will be captured through programme monitoring and evaluation, but we encourage partnerships to make us aware of changes to risk which may affect the delivery of the programme aims and objectives.

#### Intellectual property

44. Governing boards need to consider how resources will be developed across the partnerships and decide how any intellectual property will be managed between partners. We would expect partnerships to share effective practice and resources they develop with other Uni Connect partnerships, and to put in place mechanisms to enable this dissemination.

## **Data protection**

45. The lead provider must comply with the Data Protection Act 2018, UK General Data Protection Regulation and any successor legislation and regulation enacting provisions relating to the processing of personal data.

## **Delivering effective interventions**

46. The Uni Connect programme consists of a number of different programme elements. Our expectations of partnerships with respect to these elements is detailed on the <u>Uni Connect webpages</u>. The information below provides general guidance on our expectations around the activities and interventions that are delivered with support from the programme.

#### **Programme activities and interventions**

- 47. Activities and interventions that are delivered with financial support from the programme should:
  - align with the expectations set out in the programme terms and conditions and the grant objectives and purposes and any specific guidance relating to that programme element, as set out on the OfS website
  - where appropriate, be situated within a sustained and progressive programme of activity and engagement over time
  - be impartial
  - demonstrably improve equality of opportunity for underrepresented groups to access higher education
  - maximise opportunities to develop and deliver effective interventions collaboratively and in partnership with schools, colleges, stakeholders, other Uni Connect partnerships and others to create a shared vision and aims
  - be transparent and accountable so that partners (including learners) and the wider community can understand the work taking place
  - provide value for money
  - be focused on continuous improvement, drawing on robust evidence of what works and in what context, to provide the greatest impact towards programme goals
  - be subject to local evaluation with appropriate tracking of participants.
- 48. <u>Discover Uni</u><sup>6</sup> is a one-stop-shop for information about applying to higher education to support students in making the best decisions for them. Partnerships should engage with this useful resource, where appropriate, when developing and delivering their activities.

<sup>&</sup>lt;sup>5</sup> See www.officeforstudents.org.uk/advice-and-guidance/promoting-equal-opportunities/uni-connect/.

<sup>&</sup>lt;sup>6</sup> See https://discoveruni.gov.uk/.

#### **Engaging local partners**

- 49. There are particular organisations, programmes and initiatives which partnerships should consider when developing their approaches. This list is not intended to be exhaustive and there may be other organisations with which partnerships may also wish to engage based on their local context.
  - Careers and Enterprise Company (CEC)
  - Employers
  - Housing associations
  - Jobcentre Plus
  - Local authorities
  - Local enterprise partnerships (LEPs)
  - National Careers Service
  - National Citizen Service (NCS)
  - National Tutoring Programme
  - NHS Trusts
  - Priority education investment area leads
  - Student Loans Company (SLC)
  - Regional schools commissioners / DfE regional directors
  - Institutes of Technology.

## **Evaluation, research and tracking**

#### **Commitment to evaluation**

- 50. Evaluation is a critical part of Uni Connect programme delivery and we expect strategic commitment from partnerships to evaluation. One of Uni Connect's enduring aims is to: 'Contribute to a stronger evidence base around 'what works' in higher education outreach and strengthen evaluation practice in the sector'. There are high expectations for partnerships' local evaluations and contributions to the programme evaluation.
- 51. Robust evaluation requires strategic commitment from partnerships and support from partner organisations, alongside the schools and colleges that they work with to deliver outreach activities. Partnerships must work with partners and other key stakeholders, to gain their commitment to supporting local and national evaluation activity, to ensure that it can be appropriately robust.
- 52. We expect partnerships to have strong evaluation plans in place and to deliver robust evaluation of their activity. These plans must be appropriately resourced with skilled staff to underpin the partnership's ability to generate high quality insights and strong evidence. The primary evaluation objectives should be to understand whether and how the partnership's outreach work is effective, to improve its activities and contribute to the wider evidence base.
- 53. All partnerships may be asked to submit revised evaluation plans and/or evaluation self-assessment tools for review by us or our appointed suppliers during the programme. We may ask to see an individual partnership's current evaluation plans in some circumstances. The circumstances for requesting the submission of a revised evaluation plan may include where there are concerns about a partnership's evaluation approach, where there is a lack of evidence being submitted or inappropriate levels of engagement with the national programme evaluation.
- 54. Each partnership should review its own evaluation plans regularly (i.e. at least annually) as a matter of good practice to account for learning and programme changes, regardless of OfS submissions. A peer or expert review from outside the partnership is also considered good practice in the review process.

## Learning and generating evidence from evaluation

- 55. Evidence reviews of impact evidence generated by partnerships will capture and share programme learning. Local evaluation activity should be planned so that each partnership is able to submit strong qualitative and/or quantitative evaluation impact evidence regularly (at least annually) to the national programme evaluation. Every partnership should submit robust evidence to the national evaluation when requested, regardless of whether that demonstrates positive, negative or no difference findings.
- 56. Evidence generated by Uni Connect partnership evaluations which is submitted to the national evaluation for review and/or synthesis will also be made available to the Centre for

- Transforming Access and Student Outcomes in Higher Education (TASO).<sup>7</sup> This evidence is an important resource for the wider sector to understand and improve effective outreach practice.
- 57. Learning from evaluation and translating findings into practice is vital to ensure evaluation contributes to improved practice and greater impact. Partnerships must have effective mechanisms in place, through which the evaluation findings can inform their strategic decision making and outreach practice. Evaluation should be coordinated so that relevant findings are timely to feed into partnerships' wider strategic and operational planning cycles for delivery.

#### **National programme evaluation**

- 58. Partnerships are expected to continue to engage and communicate with the national programme evaluation activity as requested, including best efforts to collect accurate evaluation data from Uni Connect learners. Partnerships should act on any learning which the national programme evaluation generates where appropriate.
- 59. We will keep partnerships updated regularly on the national programme evaluation to support their planning and programme learning.
- 60. We commission external evaluators to work on our behalf in evaluating Uni Connect at a programme level and we may also commission other external research. To support data collection for evaluation and research, we will share the name and contact details of project staff (as submitted in the operating plan and ongoing monitoring submissions) with external evaluators and researchers. Partnerships will be advised through OfS communications when there is evaluation and research being conducted. Therefore, please note:
  - Their data may be shared so partnerships can be contacted by external evaluators and researchers to enable data collection for the purposes of the evaluation and/or research.
  - The legal basis for sharing their personal data is performance of public task in accordance with Article 6(1)(e) of the General Data Protection Regulation 2018.
  - Their data will be shared securely and stored on secure servers within the UK.
  - Their details will be retained for one month after the end of the evaluation and/or research then securely disposed of.
  - They may contact our Data Protection Officer (<a href="mailto:dp@officeforstudents.org.uk">dp@officeforstudents.org.uk</a>) with any queries or concerns they have about the sharing of their personal information.
  - Our full privacy notice is available at: <a href="https://www.officeforstudents.org.uk/ofs-privacy/privacy-notice/">www.officeforstudents.org.uk/ofs-privacy/privacy-notice/</a>.

## Partnership research

61. We recognise that research activity can be valuable to help design and target activities effectively. However, research is not one of the main aims or expected outcomes of Uni Connect funding; therefore we do not expect spend in this category to be high. Partnerships

<sup>&</sup>lt;sup>7</sup> See https://taso.org.uk/.

must ensure that any Uni Connect funded research and related insight is unique, relevant and accessible:

- a. unique not duplicating other research in partnerships and/or the wider sector.
   Partnerships are encouraged to collaborate on research projects where there are shared areas of interest to ensure value for money and economies of scale.
- b. **relevant** to the activity the partnership delivers to meet Uni Connect's programme goals; and
- c. **accessible** insights are available and shared with other partnerships, the OfS and the wider sector.
- 62. Partnerships may wish to familiarise themselves with research ethnics guidance<sup>8</sup> produced by TASO. This focuses on navigating ethical considerations and delivering best practice in research/evaluation while respecting the rights of participants and minimising any potential harm. The guidance is consistent with the various policies on research integrity that have been agreed upon within UK higher education. It aims to support researchers/evaluators working within higher education providers in their interactions with their own Research Ethics Committees.

#### Legal basis for monitoring and evaluation

63. Robust national and partnership monitoring and evaluation is required as it enables us to understand whether and how resources are used efficiently and effectively. We have a statutory duty through the Higher Education and Research Act 2017 (HERA) to deliver value for money for students and taxpayers: "In performing its functions, the OfS must have regard to— the need to use the OfS's resources in an efficient, effective and economic way" (Section 2 (1)f). Section 69 of HERA enables us to arrange for studies designed to improve economy, efficiency and effectiveness where appropriate. Further details of our approach more broadly are included in our Regulatory framework<sup>9</sup> and Value for money strategy. 10

## Longitudinal tracking

64. Good quality, longitudinal tracking data is vital to good governance and understanding the programme's impact. The data supports robust monitoring and evaluation which in turn helps improve efficiency and effectiveness and understand value for money. The data that partnerships collect is an essential requirement for monitoring, partnership evaluation, and national programme evaluation. Missing or poorly collected data will have significant negative consequences for understanding the level of delivery and the quality of evidence Uni Connect is able to generate.

<sup>&</sup>lt;sup>8</sup> See <a href="https://taso.org.uk/evidence/research-ethics-guidance/">https://taso.org.uk/evidence/research-ethics-guidance/</a>.

<sup>&</sup>lt;sup>9</sup> See <u>www.officeforstudents.org.uk/advice-and-guidance/regulation/the-regulatory-framework-for-higher-education-in-england/</u>.

<sup>&</sup>lt;sup>10</sup> See <u>www.officeforstudents.org.uk/publications/value-for-money-strategy/</u>.

- 65. As part of the programme terms and conditions, Uni Connect partnerships are required to work with one of the recognised Uni Connect tracking services (HEAT, EMWPREP or Aimhigher West Midlands) and submit accurate and timely data into the tracking service.
- 66. Partnerships must track all learners who participate in activity which is paid for, either wholly or partly, using Uni Connect funding.
- 67. Partnerships must make best efforts to gain accurate learner participant data where possible and enter this promptly into their nominated tracking systems. Partnerships are likely to need to consider engagement activity to gain commitment from different partners and other key stakeholders to support this. Where outreach activity is not Uni Connect-funded, tracking participants is recommended if possible and appropriate, but not required (for instance, where a partnership only signposts to existing provider-level outreach).
- 68. Partnerships must comply with the data protection law, including the Data Protection Act 2018, General Data Protection Regulation and any successor legislation and regulation enacting provisions relating to the processing of personal data. This means partnerships must have an appropriate legal basis, relevant and requisite data sharing agreements and privacy notices in place to share outreach participant data with the tracking services and capture accurate data through the tracking systems. This is likely to require supporting activity to gain commitment from different partners and other key stakeholders.
- 69. The tracking services will continue to share partnerships' activity and individualised participant data with national programme evaluators and the OfS at periodic intervals for analysis during the programme. Partnerships must ensure compliance with data protection legislation to support this data sharing process. Partnerships should note that relevant and requisite data sharing agreements and privacy notices should cover the sharing of tracking and monitoring data with both the OfS and the appointed national evaluation suppliers for the purposes of the national evaluation.
- 70. Partnerships are expected to respond to specific tracking requirements to support monitoring data collection, which will be issued prior to each monitoring period as appropriate.
- 71. Partnerships should be aware that we engage external evaluators and researchers to work on our behalf in evaluating Uni Connect. To support data collection for the evaluation we may from time to time share data and partnership contact details with relevant external contacts.

## **Monitoring**

- 72. The purpose of monitoring is to enable us to:
  - understand how the programme aims are being met
  - gain assurance about programme funding
  - integrate monitoring information with the programme's evaluation, including seeking information about value for money and return on investment.
- 73. Partnerships will be asked to provide annual updates to ensure that financial profiles and budgets are on track, to monitor partnerships' progress against operating plans and in relation to school or college and learner engagement. We will continue to work with the tracking services to develop the tracking report submission as part of monitoring which ensures monitoring data is collected efficiently and accurately. Tracking data submitted to the OfS as part of the monitoring process is aggregate and does not include individualised data. Monitoring guidance will be issued separately ahead of the submission dates for monitoring returns which are expected in autumn each year.
- 74. Partnerships are expected to comply with the monitoring and reporting requirements as outlined in the programme terms and conditions and with any monitoring deadlines set by us. Failure to do so may result in delays to payments. As set out in the programme terms and conditions we also reserve the right to suspend, terminate or recover the grant if any of its monitoring requirements are not met.
- 75. We expect underspends that are material, and which will not be cleared within two months, to be reported to us. Circumstances vary as to why underspends occur and how these will be managed by partnerships. Each case of underspend is looked at on an individual basis. Please contact us for a copy of the relevant proforma to be completed.
- 76. We may require enhanced engagement or additional monitoring requirements where there are concerns or risks that a partnership is not delivering or using funding in accordance with the programme terms and conditions and aims of the programme. See section 'When a partnership fails to deliver', for more information.
- 77. The OfS may from time-to-time share performance data from partnerships with other partnerships in order to incentivise good performance and will provide further details of any sharing at the time of any request for information.

#### Provision of information and data assurance

78. The lead provider must promptly provide to the OfS (or shall provide the OfS with access to) such of the accounting, accountability and other information, records and assets as the OfS or its agents shall reasonably require from time to time for the purposes of any of the OfS's functions. This may include the supply of management accounts, data and other financial or non-financial information. The responsibility for the quality and accuracy of that data rests with the lead provider. The lead provider is responsible for ensuring that the other parties to the partnership also provide any such reasonably requested information.

#### Audits and data reconciliation

- 79. The OfS monitors the reasonableness of data and undertakes verification, validation and reconciliation work with other datasets.
- 80. The OfS may undertake audits of the recipient if it deems this necessary, including grant audits.

## **Communications**

#### **Our communications**

- 81. We will formally publish communications about the programme through published documents and reports as well as our website but will also use more informal mechanisms such as social media. We will continue to request effective practice case studies from partnerships to publish on our website and promote through social media.
- 82. We reserve the right to publish aggregated monitoring data and case study content from partnerships' monitoring returns as well as other outputs from the programme, including evaluation outputs, as part of disseminating the findings of monitoring and evaluation for the benefit of the sector. We would contact the partnership ahead of doing this. We will also use these outputs for internal purposes, such as policy development. If the partnership believes the report, or elements of it, are confidential and should not be published, partnerships should state the reasons why in advance and we will consider them.
- 83. Key information that requires action or gives guidance to all partnerships will most likely be communicated via letter or a direct formal email to the partnership manager or lead, the chair of the partnership governing board and if appropriate the lead provider, as identified to us. We expect that any information sent to the partnership manager will be appropriately disseminated to partners.
- 84. We have supported a Uni Connect community platform<sup>11</sup> to post guidance and share other information with partnerships. However, this is primarily intended to support partnership staff to communicate with each other.

## Partnership communications

- 85. Partnerships are encouraged to share their work both locally and nationally where appropriate and to consider key audiences and influencers, for example teachers, parents and carers.
- 86. We have previously issued guidance in respect of Uni Connect branding,<sup>12</sup> including a logo. Partnerships should use this logo on resources, materials, websites and digital resources developed by the partnership.
- 87. Partnerships should advise us of any upcoming media coverage of their Uni Connect partnership by emailing <u>uniconnect@officeforstudents.org.uk</u>.
- 88. Our contribution to the partnerships should be acknowledged in press releases, which should also make reference to the wider Uni Connect programme.
- 89. The Uni Connect community platform is provided for partnership staff to use and communicate with each other and its continued use is encouraged.

<sup>&</sup>lt;sup>11</sup> Partnerships can log in to the Uni Connect platform at <a href="https://groups.officeforstudents.org.uk/login">https://groups.officeforstudents.org.uk/login</a>.

<sup>&</sup>lt;sup>12</sup> See www.officeforstudents.org.uk/uni-connect-branding-guidelines/.

90. When posting about Uni Connect on social media, partners should @Officestudents and use the hashtag #UniConnect.

#### **Publicity**

- 91. The OfS may publicise, in the press or any other medium, the grant and details of the programme using any information gathered from the approved operating plans or any monitoring reports submitted to the OfS in accordance with programme terms and conditions.
- 92. Partnerships are expected to cooperate with reasonable requests from the OfS to facilitate visits, provide reports, statistics, photographs, videos and case studies that will assist the OfS and the provider in their promotional activities relating to the programme.
- 93. Any publicity material created by the provider must refer to the programme under which the grant was awarded and must feature the OfS logo. If a third party wishes to use the OfS logo, the lead provider must first seek permission from the OfS.<sup>13</sup>
- 94. The provider will acknowledge the support of the OfS in any materials that refer to the programme and in any written or spoken public presentations about the programme. Such acknowledgements (where appropriate or as requested by the OfS) will include the OfS's name and logo (or any future name or logo adopted by the OfS) using the templates provided by the OfS in <u>branding quidelines</u>.<sup>14</sup>
- 95. In using the OfS's name and logo, the provider will comply with all reasonable branding guidelines issued by the OfS.

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<sup>&</sup>lt;sup>13</sup> If a third party wishes to use the OfS logo, or you have any queries about appropriate logo usage, please contact <u>digitalpublishing@officeforstudents.org.uk</u>.

<sup>&</sup>lt;sup>14</sup> See www.officeforstudents.org.uk/uni-connect-branding-guidelines/.

## How we will work with partnerships

#### How we will work with partnerships

- 96. Communication will normally be with the lead contact for each partnership, but this may include the chair of the steering group and other partners and stakeholders as necessary.
- 97. To run a successful programme, we will foster open and transparent relationships with Uni Connect partnerships. In order to do this, we will aim to:
  - Listen to what you have to say on all aspects of the programme.
  - Champion effective practice through case studies and video clips on our website, in our publications and through social media.
  - Email partnership chairs or leads (as appropriate) directly with key information or action that needs to be taken. Respond to emails sent to the <u>Uni Connect inbox</u> within five working days.

#### What we expect from partnerships

- 98. We expect partnerships to be open, clear and honest in their communications with us.
- 99. Partnerships should use the Uni Connect inbox as the first point of contact.
- 100. We expect partnership chairs and leads to disseminate information throughout their partnerships as and when necessary.
- 101. Partnerships are required to respond to requests for information in accordance with the timeframes set by us. In general, we would expect partners to respond to requests for information or queries from us within five working days, but we will consider whether it is appropriate to set a shorter or longer timeframe depending on the particular circumstances.

## When a partnership fails to deliver

- 102. The full terms and conditions of funding (which include OfS standard funding terms and conditions and programme funding terms and conditions) confirm the circumstances in which we would withhold or suspend payment of funds or require repayment.
- 103. Partnerships are required to send financial updates to us annually through monitoring returns, as detailed above. We expect partnerships to keep us informed of any delivery or financial issues or risks that might arise.
- 104. Where there are concerns about the use of the funding, we will in the first instance contact the partnership manager and lead provider to investigate further. We reserve the right to audit any funding allocated, and we would do this through the lead provider with responsibility for the funding.
- 105. Partnership members are encouraged to contact us via the Uni Connect email inbox (uniconnect@officeforstudents.org.uk) in the first instance if an issue needs to be brought to our attention and we would advise early contact whenever possible, before matters escalate. We expect partnership members to notify us of any event or circumstance that materially affects or could materially affect the partnership's ability to comply with any of the terms and conditions of funding. Equally, there might be instances when an issue is reported to us anonymously, by way of 'whistleblowing'. While our powers do not extend to investigating individual complaints, these matters may be of regulatory interest in circumstances where they are relevant to a provider's compliance with the conditions of registration or the programme terms and conditions. The process for notifications is available on our website. 15

## A step-based approach

- 106. We recognise that plans may change and that there may be unavoidable slippage in progress or a delay in programme activity or expenditure. We will always work flexibly with partnerships, taking a risk-based approach to support them in meeting their own objectives and the delivery of the programme. Without prejudice to any other steps we may take in accordance with the programme terms and conditions, the following steps set out our expected approach to working with a partnership when things do not go to plan:
  - Step 1: Where we become aware of issues of slippage in progress against a partnership's operating plan through informal updates or programme monitoring, we would normally expect, in the first instance, to arrange a discussion with the chair of the partnership's governing board, the partnership manager and a representative from the lead provider (if this person is not the chair). The aim of this will be to understand the reasons for the partnership's lack of progress and what the partnership is doing to address it. We may ask the partnership to draw up an action plan setting out those tasks

<sup>&</sup>lt;sup>15</sup> See www.officeforstudents.org.uk/publications/office-for-students-notifications/what-is-a-notification/.

The OfS will not be able to provide an update on the progress or outcome of any issue raised. This is because our statutory powers do not extend to investigating individual complaints and because of the confidential nature of any decisions we take about the regulatory affairs of a provider.

- which will get it back on track in a specified timeframe. We may also re-profile funds if this forms part of the action plan approach.
- Step 2: We will expect regular updates on the implementation of the partnership's action plan. If it appears that the timescales or requests within it are not on track, or if the original action plan was in response to a significant issue, we may escalate to the senior management of the lead provider. We may want to engage with the lead provider to ensure that strategic resource is provided to ensure the partnership's progress is brought back into line with the expectations set out in an updated action plan and the partnership's original operating plan. The partnership governing board should also be informed of these issues and be updated on progress by the partnership.
- Step 3: Circumstances in which we would consider a partnership to be persistently failing include if it has not delivered on its operating plan, is significantly behind or repeatedly underperforming against its objectives, and where it does not respond to our requests appropriately or in a timely manner. If any of these circumstances arises, we can consider withholding or suspending payment of the grant, requiring repayment of all or part of the grant, or both, as well as recommissioning the related wards. We expect that this will be taken forward through engagement between us and representatives of the lead provider and the partnership (including the chair of the governing board). Subsequent steps may be taken forward through notice to the accountable officer of the lead provider and our directors or board where necessary. Our standard funding terms and conditions provide further clarification on the circumstances by which we would withdraw funding from a partnership.
- 107. Correspondence for all steps will be issued by us and sent to the partnership manager, partnership chair and lead provider representative.

# Relationship with condition of registration

108. Partnerships are reminded that compliance with the programme terms and conditions is a mandatory requirement under condition G2 of the conditions of registration. 16	

<sup>16</sup> See <u>www.officeforstudents.org.uk/advice-and-guidance/regulation/conditions-of-registration/.</u>

<sup>23</sup> 

# **Glossary**

Abbreviation	Meaning
Aimhigher West Midlands	Aimhigher West Midlands tracking service – a service used for tracking, monitoring and evaluating the success of student engagement in higher education outreach and access activity in the long term
CEC	Careers and Enterprise Company – the national body for careers education in England
DfE	Department for Education
Discover Uni	The official source for data, information and guidance about higher education across the UK
EMWPREP	East Midlands Widening Participation Research and Evaluation Partnership – a service used for tracking, monitoring and evaluating the success if student engagement in higher education outreach and access activity in the long term
HEAT	Higher Education Access Tracker – a service used for tracking, monitoring and evaluating the success if student engagement in higher education outreach and access activity in the long term
HERA	Higher Education and Research Act 2017
HMRC	Her Majesty's Revenue and Customs
LEPs	Local enterprise partnerships are responsible for local economic development in England. They are business-led partnerships that bring together the private sector, local authorities and academic and voluntary institutions.
NCOP	National Collaborative Outreach Programme (the previous name for the Uni Connect programme)
NCS	National Citizen Service Trust – NCS is a not-for-profit organisation, established to bring people together, cross divides, build confidence and equip young people for adulthood
OfS	Office for Students – the OfS is an independent public body, responsible for the regulation of higher education in England
POLAR	Participation of Local Areas, an area-based measure of young participation in higher education across the UK
SLC	Student Loans Company
TASO	Centre for Transforming Access and Student Outcomes in Higher Education, an independent hub for higher education professionals to access research, toolkits and evaluation guidance

