



A City & Guilds Group Collaboration

# End-point Assessment Service Malpractice in End-point Assessments

Version 2.0  
February 2021



This is version 2.0 of the City & Guilds and ILM guidance on malpractice in end-point assessment only and replaces all previous versions. It is the customer’s responsibility to ensure that all staff involved in the provision of end-point assessments, familiarise themselves with this version of the document.

This document is subject to regular revision, and maintained electronically by its owner, the EPA Quality team.

Changes may also occur where External Quality Assurance bodies, or the Institute for Apprenticeships and Technical Education requires City & Guilds, the End-point Assessment Organisation to change this policy to comply with their requirements or to align with best practice guidance.

Electronic copies are version controlled. Printed copies are not subject to this control.

Change history (v1.0, May 2018)

Section	Change
General	Email changed to Investigation & Compliance team inbox. Reference to the EPA Pro platform added.
1 Introduction	1.1 Scope of the document has been updated. 1.2 Definition of Malpractice and Maladministration updated. 1.5 Inclusion of new section – plagiarism. 1.6 Inclusion of new section – collusion.
2 Investigations into suspected malpractice	Addition of new process map to explain the investigation process. 2.3 Conclusion of investigations – inclusion of reference to Malpractice Panel and notifying other organisations. 2.3 Inclusion of reference to employers.
Appendix C	New section – detailed investigation process.
Appendix D	New section – guidance on how to conduct an investigation.

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# 1 Introduction

## 1.1 End-point Assessment Service

City & Guilds is approved as an End-point Assessment Organisation (EPAO) by the ESFA and listed on the RoEPAO. We offer an independent End-point Assessment Service to administer a range of End-point Assessments (EPA) to City & Guilds and ILM apprentices, as specified in the relevant assessment plan.

### Definitions

Please see the [Appendix B - Glossary of Terms](#) for definitions used in this policy. For the purpose of this document, where 'City & Guilds' is stated, this includes ILM.

### Scope of this policy

This policy sets out how City & Guilds will manage instances of suspected malpractice in the delivery of EPA and the responsibilities of the respective stakeholders involved. This policy comes into effect once the Gateway Evidence has been submitted to the EPA Portal/EPA Pro.

It is the responsibility of each provider (whether a main, employer or supporting) to make certain they have robust quality assurance measures in place, undertake regular internal audits to manage and monitor malpractice and maladministration, either internally or when working with third party organisations who are involved in EPA such as an employer.

We expect each provider to identify, minimise and manage risks. Providers must have robust written procedures in place to minimise the risk of maladministration and/or malpractice from occurring. These procedures will include details of how you will investigate and deal with any alleged, suspected or proven cases of maladministration and/or malpractice.

Providers must make the employers, apprentices and staff (including site, sub site or contractual staff) who are involved in the design, delivery, management, assessment and quality assurance of EPA aware of, and familiar with, the contents of this policy and your own documentation.

It is also the responsibility of each provider to ensure that all gateway/assessment evidence is valid, authentic and sufficient before it is uploaded to the EPA Portal/EPA Pro.

## 1.2 Malpractice in EPA

City & Guilds is committed to providing high-quality EPAs which are independently assessed by our team of LIEPAs and IEPAs and awarded consistently, accurately and fairly. To this end, City & Guilds requires everyone who is involved in the implementation, assessment and quality assurance of the EPA to demonstrate honesty and integrity.

As already outlined, this policy comes into effect once Gateway evidence has been submitted. Therefore, City & Guilds will investigate malpractice where gateway/assessment evidence has been submitted to meet the EPA assessment requirements whether it was generated on-programme within a qualification or non-qualification setting.

For further information on the policies and how investigations into potential apprentice, staff and/or customer malpractice in respect of qualification delivery (or On-programme) will be conducted, please visit the following web page:

### 1.3 Definitions

'Malpractice', means any act, default or practice which is a breach of the regulations or which:

- gives rise to prejudice to apprentice; and/or
- compromises public confidence in qualifications; and/or
- compromises, attempts to compromise or may compromise the process of assessment, the integrity of any qualification or the validity of a result or certificate; and/or
- damages the authority, reputation or credibility of any EPAO, customers and or any officer, employee or agent of any EPAO body or customer.

Malpractice includes maladministration and instances of non-compliance with the regulations.

Maladministration is defined as any activity, practice or omission which results in customer or apprentice noncompliance with administrative regulations and requirements. For example, persistent mistakes or poor administration within a customer resulting in the failure to keep appropriate apprentice assessment records.

### 1.4 Examples of malpractice and maladministration (*Please note - these lists are not exhaustive.*)

Examples of customer (including their staff, contractors and the apprentice's employer) and provider malpractice/maladministration
<ul style="list-style-type: none"><li>• inaccurate or deliberately misleading statements or submissions provided at any time during the EPA</li><li>• assisting or prompting apprentices in the production of answers to assessment questions or assessment evidence, beyond that which is permitted by EPA requirements</li><li>• members of staff undertaking any assessment on behalf of apprentice(s)</li><li>• the submission of a piece of work purchased from a third party. For example, from an assignment or project writing service</li><li>• any action or inaction that allows apprentices to have an unfair advantage</li><li>• falsification or fabrication of apprentices' marks, assessment evidence, observation records, or results documentation and any other records or documentation pertaining to EPA</li><li>• non-adherence to the EPA requirements as outlined in the <a href="#">'EPA, invigilation instructions for on-demand e-volve tests'</a> guidance document</li><li>• the unauthorised obtaining, disseminating, or the facilitating of access to secure assessment material</li><li>• failure to maintain accurate records relating to apprentices, or to retain such records for the required period of time</li><li>• Any assistance during a professional discussion, Q&amp;A, presentation or interview.</li><li>• Non-adherence to specific End Point Assessment standards</li></ul>

### Examples of apprentice malpractice would include:

- breach of EPA requirements
- plagiarism of any nature (see below for further details and guidance)
- collusion with others (see below for further details and guidance)
- false declaration of authenticity in relation to the contents of assessment evidence
- falsification of assessment evidence or results documentation
- the submission of a piece of work purchased from a third party. For example, from an assignment or project writing service
- copying from another apprentice (including the use of ICT to aid copying), or allowing work to be copied
- deliberate destruction or tampering with an apprentice's work or assessment records
- obtaining or attempting to obtain secure assessment material
- impersonation
- offering a bribe of any kind to an invigilator, a member of employer/provider staff, a LIEPA or IEPA
- inappropriate conduct (e.g. disruptive, violent or offensive behaviour) during an EPA
- introduction of unauthorised material or instruments into the assessment session
- misuse or attempted misuse of assessment material
- exchanging, obtaining, receiving or passing on unauthorised or confidential examination or assessment material
- any form of communication with other apprentices (written, verbal, gestures, expressions, pointing etc.)
- failure to abide by the instructions of an invigilator or IEPA
- any attempt to undermine the EPA process
- any attempt to gain an unfair advantage over other apprentices

## 1.5 Plagiarism

Apprentice plagiarism is defined as the practice of apprentices submitting any work for assessment that is not their own. This could be **any** percentage of work that has not been referenced and has been copied from published work, the internet, or any other sources.

Examples of plagiarism include:

- The use of downloaded content including text, images, diagrams etc. from the internet without acknowledgement of the source
- copying and pasting extracts or whole texts from another's work, published or unpublished, without the use of quotation marks and/or acknowledgement of the source
- Use of diagrams, images, course notes without acknowledgement of the source
- Paraphrasing/summarising extensively the work of another or using their ideas without an acknowledgement of the source
- The use of purchased essays submitted as a apprentice's own work

It is the responsibility of the provider to ensure that apprentices are aware of what constitutes plagiarism and to take adequate steps to prevent and detect it. Detailed information on how to prevent and detect plagiarism, and how to appropriately reference within assignments can be found in JCO's 'Plagiarism in Assessment, Guidance for Teachers/Assessors' which can be found [here](#).

City & Guilds will investigate incidents of apprentice plagiarism post Gateway, on the assumption that authenticity has been declared prior to the EPA.

## 1.6 Collusion

Collusion is defined as two or more apprentices who collaborate on a piece of work, beyond the level that is permitted. Collusion can take the following forms:

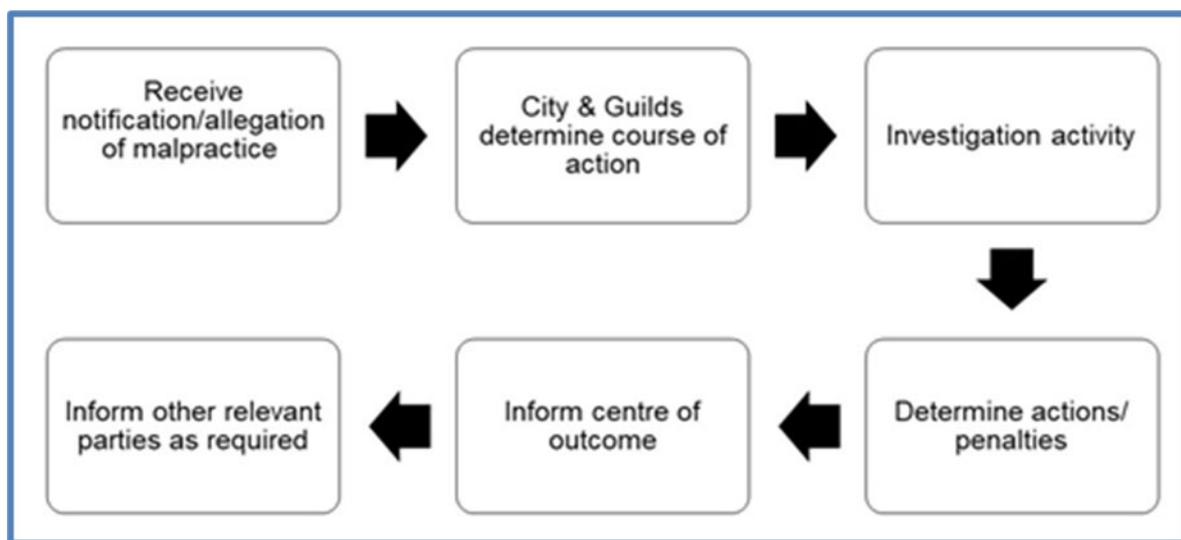
- Two or more apprentices collaborating to produce a piece work together with the intention that it is submitted as their own, individual work. Or with the intention of at least one apprentice submitting it as their own, individual work. In some circumstances, apprentices may work together on projects, however we expect apprentices to write up the assignment individually and reflect on their own learning from completion of the joint project. Any materials shared within the project must be acknowledged in order to avoid plagiarism and where possible, content should be created independently to avoid this occurring.
- An apprentice submitting the work of another apprentice (with their consent) as their own, individual work. In such cases, both apprentices would be deemed to have committed collusion
- Unauthorised co-operation between an apprentice and a third party in the production of a piece of work that will be submitted as the apprentice's own.

## 2 Investigations into suspected malpractice

The purpose of this section is to explain the circumstances in which City & Guilds will undertake an investigation in respect of EPA.

To protect the integrity of the EPA Service and ensure fairness to customers and apprentices, City & Guilds will investigate all allegations or suspicions of suspected malpractice which are identified post Gateway and during EPA.

Below is a brief overview of the process that is undertaken when City & Guilds receives a notification or allegation of malpractice. The contents of this section explain, in detail, this process.



### 2.1 Roles and responsibilities

In the event that either we or employer and/or provider are notified of suspected or proven cases of maladministration or malpractice, each party is responsible for ensuring that all facts are established to determine whether or not the allegation can be proven and carry out an investigation and take the appropriate action to minimise the risk of incidents occurring in the future. We have defined the responsibilities of each party below.

### 2.2 What our employer and/or provider will do:

- notify us immediately of any potential maladministration and/or malpractice
- advise anyone implicated in relation to maladministration and/or malpractice that an allegation has been made against the
- advise those persons that they have the right to reply to any allegations;
- advise those persons that they have the right to appeal against any sanctions imposed on them in relation to maladministration and/or malpractice;
- comply with all requests for information in the timescales stated by us;
- notify us if any personnel involved in the maladministration or malpractice leave your organisation;
- carry out and full comply with any investigation as directed by us;
- provide us with a report of the investigation, including information on the detail and outcome(s) of that investigation;

- implement required actions as a result of the investigation;
- inform staff, contractors, employers and apprentices affected of the implications of any actions and sanctions;
- take appropriate action to prevent the incident of suspected or actual maladministration and/or malpractice reoccurring;
- ensure that you have policies and procedures in place to ensure maladministration or malpractice is investigated and managed appropriately. Where requested, evidence of your policies and procedures should be provided to us without delay; and

**Failure to comply with these requirements constitutes malpractice in itself and will be dealt with accordingly.**

### 2.3 What we will do:

- oversee all investigations into suspected or proven cases of maladministration or malpractice;
- advise an employer and/or provider that an allegation has been made against them or one of their apprentices;
- support employer and/or provider where requested by providing guidance on how best to investigate, deal with and prevent maladministration and/or malpractice;
- provide employer and/or provider with outcome of the investigation;
- apply appropriate sanctions in line;
- work with employer and/or provider, as appropriate, to ensure that maladministration and / or malpractice does not reoccur by setting actions as appropriate;
- Advise an employer and/or provider of their right to appeal;
- inform other relevant third parties as appropriate; and
- retain records and documentation during and after the completion of investigations in line with our own data retention policy.

### 2.4 Reporting suspected malpractice during EPA

Anyone can come across an issue that they think could constitute potential maladministration or malpractice, including, but not restricted to: apprentices, staff, employers, providers, organisations and external agencies such as ESFA. Individuals, such as anonymous informants may also highlight potential cases.

The purpose of this section is to set out how malpractice should be reported to City & Guilds when suspected malpractice by a customer, a member of their staff/contractor or an apprentice has been identified during an EPA.

#### 2.4.1 City & Guilds LIEPAs, IEPAs or staff

City & Guilds' LIEPAs, IEPAs or staff who discover or suspect malpractice when conducting an EPA, or when sampling an apprentice's assessment evidence are required to contact the Investigations & Compliance team using the appropriate notification for within 2 working days of the event. to discuss the suspected malpractice. A decision will then be made as to how to proceed. City & Guilds will normally ask to be provided with as much evidence as possible to support the disclosure.

## 2.4.2 Customers/Providers and their staff

City & Guilds expects customers and their staff/contractors to co-operate fully with any investigations into cases of suspected or actual malpractice. Failure to report suspected malpractice and/or co-operate with follow up activity can be construed as malpractice. This may lead to EPA results not being awarded, the suspension or termination of access to the EPA Service.

Customers and their staff who discover or suspect malpractice must immediately report this to the nominated customer contact.

The customer contact is required to complete all sections of the '[Suspected Customer Staff Malpractice Notification](#)' form and the [checklist](#) and return both to the Investigation & Compliance team, via [investigationandcompliance@cityandguilds.com](mailto:investigationandcompliance@cityandguilds.com), to notify of all allegations or incidents of malpractice, actual or suspected within **5 working days** of it being reported to them and **prior** to the commencement of any future EPA events for those affected.

The Investigation & Compliance Team will consider the initial information provided and a decision will then be made as to how to proceed. Please do not commence any investigations until the Investigation & Compliance Team confirm how to proceed.

## 2.4.3 Members of the public or whistleblowing

Any member of the public, employer/provider staff or apprentice who suspect malpractice during an EPA and do not wish to raise their concerns with the employer/provider for fear of reprisal, may contact City & Guilds via [investigationandcompliance@cityandguilds.com](mailto:investigationandcompliance@cityandguilds.com).

We will normally ask to be provided with as much evidence as possible to support the disclosure. Each disclosure will be considered sensitively and carefully, to ensure that appropriate action will be taken. It should be noted, however, that our ability to investigate allegations will be dependent on the availability of documentary evidence. Anonymous disclosures will be considered but it may not always be possible to investigate them. We will endeavour to keep an informant's identity confidential where asked to do so.

It should be noted that City & Guilds cannot disclose to an informant the outcome of an investigation or any action that is taken against a customer as a result of an investigation.

## 2.5 Investigations into suspected malpractice during EPA

When a notification of suspected malpractice is received by City & Guilds via an allegation or through a report from a customer, LIEPA and/or IEPA, the information provided will be carefully reviewed by the Investigation & Compliance Team to determine whether the validity of the EPA has been compromised and what action/if any is required.

If it is established that suspected malpractice during an EPA may have occurred by an apprentice, customer or a member of their staff/contractor, the appropriate action will be determined, and the customer will be contacted by City & Guilds.

City & Guilds requires our customers and their staff to co-operate fully and provide all the information which City & Guilds deems necessary in order to investigate and resolve an allegation of malpractice.

For a detailed explanation on the investigation process please see [Appendix C](#).

Customers should consider that both staff, contractors, employers and apprentices can be responsible for malpractice. For this reason, we will ask the customer to consider any conflict

of interest and ensure that the person responsible for providing information to City & Guilds is independent, at the appropriate level of authority and has no personal interest in the outcome of the investigation.

Customers will be asked to provide a response to City & Guilds and in most circumstances, statements from both apprentices and members of staff will be requested.

Prior to providing a statement, individuals accused of malpractice, must be informed, preferably in writing to the customer of the:

- allegation made against them
- evidence that supports the allegation
- possible consequences including the actions or penalties that City & Guilds may take should malpractice be proven.

If an apprentice or member of staff has left the employ of the customer, City & Guilds may still request the customer to contact the individual in order to obtain a statement. If the individual cannot be contacted, a decision will be made on the available evidence.

In some instances, it may be necessary for representatives of City & Guilds to visit a customer in order to gather information.

City & Guilds reserves the right to:

- stop an EPA;
- suspend delivery;
- hold confirmation of the results of the EPA;
- withhold claims for apprentice certification;
- request ESFA withhold release of certification;
- refuse apprentice booking;
- suspend the test if security is considered at risk; and
- take any other necessary, appropriate and proportionate action at any time if potential malpractice is identified.

This may occur either on notification of malpractice (suspected or actual), or at any time during the investigation. City & Guilds has a duty to protect the integrity of the EPA Service and may suspend EPA delivery to prevent the possibility of results being issued erroneously. It should be noted that no assessment decisions will be made whilst work is being reviewed for malpractice.

Failure to co-operate with an investigation or to take action as required by City & Guilds can be construed as malpractice and may lead to EPA results not being awarded, the suspension or termination of access to the EPA Service.

City & Guilds will aim to complete the investigation with minimal inconvenience and in the shortest possible time. The customer's ability to provide all the information requested as quickly as possible will help to ensure this aim is met. On conclusion of the investigation, the customer will be informed of the outcome.

Where applicable, City & Guilds will inform the IfATE and/or ESFA if we believe there has been an incident of malpractice that could or has, invalidated the award of an apprenticeship.

## 2.6 Conclusion of investigation

City & Guilds will consider all available evidence to determine whether any malpractice has occurred and, if so, to identify the cause of the malpractice and those involved. City & Guilds will write to the customer outlining the findings of the investigation and the action we intend to take/if any.

If malpractice is established, City & Guilds will determine the appropriate penalties and actions to be taken to preserve the integrity of its EPA Service, reduce the risk of the malpractice occurring in the future and to ensure that there is nothing to gain from breaking the regulations.

The Case Manager may refer any decision regarding the application of penalties to a Malpractice Panel. This could include where there is conflicting evidence, or when the application of high-level penalties is under consideration. A high-level penalty is defined by the Investigation & Compliance team, as an action that will prohibit an individual or a customer's involvement with City & Guilds assessments.

The key principles underpinning the purpose of a Malpractice Panel is that it ensures that;

- correct procedures have been followed throughout the investigation
- individuals/customers and third parties facing potential penalties/sanctions have been given the opportunity, where possible, to consider what the panel will be provided with, and to make a statement
- sanctions/penalties are proportionate, applied fairly and are standardised across the team
- the investigating Case Manager is supported in the decision-making process

It is the customer's responsibility to communicate any penalties or actions required by City & Guilds to the individual(s) in question. Customers are expected to comply with any follow up actions or special conditions imposed.

In addition, City & Guilds reserves the right to cancel or withhold results if for some other reason we cannot be confident in the outcome and validity of the assessment. Depending on the outcome of the investigation, certificates may also be recalled by ESFA and declared invalid.

Failure to comply with any follow up actions or special conditions imposed by City & Guilds may lead to the suspension or termination of the EPA Service agreement as per the [Manual for the End-point Assessment Service](#).

Please note EPAO Conditions of Acceptance require that City & Guilds notifies:

- Other EPAOs of cases of malpractice/maladministration where these cases are likely to impact on the other EPAOs.
- Report the incident to the relevant External Quality Assurance organisation and other stakeholders, including the action that has been taken by the key personnel named within your end-point assessment agreement, or employer, governing body or the responsible employer.
- Notify or share information with fellow EPAOs or other organisations
- Where there an Adverse affect or strong grounds for suspected serious malpractice (e.g. cases with alleged fraud or serious threat to the integrity of City & Guilds end-point assessment activities), we are required to inform IfATE.

## 2.7 Malpractice/maladministration by an apprentice

There are different levels of penalties which may be applied to an apprentice where there is evidence to prove, or on the balance of probabilities it is found, malpractice has occurred.

The severity of the action/penalty will be dependent on the level of risk to the EPA. Please refer to [Appendix A](#) for further information.

## 2.8 Malpractice/maladministration by a customer or their staff/contractor

When we refer to staff malpractice this means anyone who is involved in the conduct, supervision or administration where they be a provider staff member, contractor or employer staff member.

It is not the role of City & Guilds to be involved in any matter affecting the member of staff's or contractor's relationship with their employer. However, to protect the integrity of our assessments, City & Guilds may choose to take action against individuals found guilty of malpractice.

In cases of staff malpractice, City & Guilds will consider whether the integrity of EPA may be at risk if an individual were to be involved in the future conduct, supervision or administration of these assessments.

Where a member of staff or contractor has been found guilty of malpractice. City & Guilds may impose special conditions on both the customer and its staff. Individuals found guilty of malpractice may be barred from any future involvement in EPA.

Where an employer has been found guilty of malpractice City & Guilds may impose special conditions on both the customer and its staff to oversee said employer. Individuals found guilty of malpractice may be barred from any future involvement in EPA, this can include employers. City & Guilds expects the customer to robustly monitor the employer.

City & Guilds will endeavour to safeguard the interests of apprentices who, through no fault of their own, are caught up in a malpractice incident. However, it should be noted that in cases where it is not possible to determine responsibility for malpractice and where it is clear that the integrity of the EPA has been impaired, apprentices' results may be withheld or cancelled.

The severity of the action/penalty will be dependent on the level of risk to the EPA. Please refer to [Appendix A](#) for further information.

When malpractice is judged to be the result of a serious management failure by the customer or a member(s) of its staff, City & Guilds reserves the right to suspend or terminate the EPA Service as per the [Manual for the End-point Assessment Service](#).

### 3 Suspected malpractice by an IEPA or LIEPA

Anyone who suspects malpractice by an IEPA or LIEPA during an EPA must contact City & Guilds via [investigationandcompliance@cityandguilds.com](mailto:investigationandcompliance@cityandguilds.com). City & Guilds will normally ask to be provided with as much evidence as possible to support the disclosure. Anonymous disclosures will be considered but it may not always be possible to investigate them.

When City & Guilds receives a report of suspected malpractice by an IEPA or LIEPA, the Investigation & Compliance Team will carefully review the information provided. If it is established that suspected malpractice may have occurred, City & Guilds will aim to establish the full facts and circumstances of the case and what action/if any is required.

On conclusion of an investigation, City & Guilds will consider all the available evidence to determine whether any malpractice has occurred and to identify the cause of the malpractice and those involved.

If malpractice is established, City & Guilds will determine the appropriate actions to be taken to preserve the integrity of the EPAs and the EPA Service to reduce the risk of the malpractice occurring in the future. If appropriate, this will include the review and amendment of internal procedures to address any lessons learnt from the investigation.

It should be noted that City & Guilds cannot disclose to an informant, the outcome of an investigation or any action that is taken against an IEPA or LIEPA as a result of an investigation.

## 4 Appeals

If a customer wishes to appeal against the penalty applied as a result of the EPA malpractice investigation, then the [appeals application form](#) must be submitted to:

Appeals  
Policy and Regulation Team  
City & Guilds  
5-6 Giltspur Street  
London  
EC1A 9DE

It can also be submitted electronically to [policy@cityandguilds.com](mailto:policy@cityandguilds.com)

The request must be submitted within 20 working days of the decision to apply the penalty.

Additional information related to appeals can be found on the City & Guilds website, [here](#).

## 5 Appendix A – penalty examples

When determining the appropriate penalty, the following factors will be considered:

- potential risk to the integrity of the EPA
- potential adverse impact on apprentices
- the number of apprentices and/or customers affected
- potential risk if the apprenticeship gives someone a licence to practice
- potential risk to employers or members of the public

The following penalty examples are purely for information purposes only.

Examples of malpractice/maladministration	Risk to EPA	Types of penalty to the customer (including their staff and contractors) and providers (depending on severity, the following could be applied)
Inaccurate or deliberately misleading statements or submissions provided during the Gateway process or at any time during the EPA	Medium/High	Written warning (further actions may be taken if the offence is repeated); Set actions to improve; Suspensions of further bookings being accepted in relation to a specified apprenticeship standard; Withdrawal from a specific apprenticeship standard; An individual staff/contractor could be barred from future involvement; and/or Termination of agreement.
Assisting or prompting apprentices in the production of answers to assessment questions or assessment evidence, beyond that which is permitted by EPA requirements	High	Written warning (further actions may be taken if the offence is repeated); Set actions to improve; Suspensions of further bookings being accepted in relation to a specified apprenticeship standard; Withdrawal from a specific apprenticeship standard; An individual staff/contractor could be barred from future involvement; and/or Termination of agreement.
Members of staff undertaking any assessment on behalf of apprentice(s)	High	Set actions to improve; Suspensions of further bookings being accepted in relation to a specified apprenticeship standard; Withdrawal from a specific apprenticeship standard; An individual staff/contractor could be barred from future involvement; and/or Termination of agreement.
Falsification or fabrication of apprentices' marks, assessment evidence, observation records, or results documentation and any other records or documentation pertaining to EPA	High	Set actions to improve; Suspensions of further bookings being accepted in relation to a specified apprenticeship standard; Withdrawal from a specific apprenticeship standard; An individual staff/contractor could be barred from future involvement; and/or Termination of agreement.
Non-adherence to the invigilation requirements	Medium	Written warning (further actions may be taken if the offence is repeated); Set actions to improve; Deployment of independent invigilators;

		<p>Suspensions of further bookings being accepted in relation to a specified apprenticeship standard;</p> <p>Withdrawal from a specific apprenticeship standard;</p> <p>An individual staff/contractor could be barred from future involvement; and/or</p> <p>Termination of agreement.</p>
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<b>Examples of malpractice</b>	<b>Risk to EPA</b>	<b>Types of penalty to the apprentice</b> (depending on severity, the following could be applied)
Breach of EPA requirements	Low	<p>Written warning via the customer (further actions may be taken if the offence is repeated);</p> <p>Assessment evidence will be disallowed;</p> <p>EPA outcome moved to a 'fail' and apprentice to undertake a resit, at the customer's cost; and/or</p> <p>Disqualification from all the components of the EPA.</p>
Plagiarism/collusion/copying of any nature	Low	<p>Written warning via the customer (further actions may be taken if the offence is repeated);</p> <p>Assessment evidence will be disallowed;</p> <p>EPA outcome moved to a 'fail' and apprentice to undertake a resit, at the customer's cost; and/or</p> <p>Disqualification from all the components of the EPA.</p>
Falsification of assessment evidence or results documentation	Low	<p>Written warning via the customer (further actions may be taken if the offence is repeated);</p> <p>Assessment evidence will be disallowed;</p> <p>EPA outcome moved to a 'fail' and apprentice to undertake a resit, at the customer's cost; and/or</p> <p>Disqualification from all the components of the EPA.</p>
Obtaining or attempting to obtain secure assessment material and/or distribution	High	<p>Assessment evidence will be disallowed;</p> <p>EPA outcome moved to a 'fail' and apprentice to undertake a resit, at the customer's cost; and/or</p> <p>Disqualification from all the components of the EPA.</p>
Impersonation	High	<p>Assessment evidence will be disallowed;</p> <p>EPA outcome moved to a 'fail' and apprentice to undertake a resit, at the customer's cost; and/or</p> <p>Disqualification from all the components of the EPA.</p>
Inappropriate conduct (e.g. disruptive, violent or offensive behaviour) during an EPA	Medium	<p>Written warning via the customer (further actions may be taken if the offence is repeated);</p> <p>Assessment evidence will be disallowed;</p> <p>EPA outcome moved to a 'fail' and apprentice to undertake a resit, at the customer's cost; and/or</p> <p>Disqualification from all the components of the EPA.</p>
Failure to abide by the instructions of an invigilator or IEPA	Medium	<p>Written warning via the customer (further actions may be taken if the offence is repeated);</p> <p>Assessment evidence will be disallowed;</p> <p>EPA outcome moved to a 'fail' and apprentice to undertake a resit, at the customer's cost; and/or</p> <p>Disqualification from all the components of the EPA.</p>

## 6 Appendix B – glossary of terms

In this policy, unless the context otherwise requires, the following words and expressions shall have the following meanings:

Apprentice	means an individual who is registered with City & Guilds for the purposes of EPA;
Apprenticeship	means the contract for employment and training requiring an EPA;
Apprenticeship standard	means the document which set the key requirements for the Apprenticeship;
Assessment evidence	means apprentice’s evidence demonstrating knowledge, skills and behaviours detailed within the Apprenticeship Standard and provided by the Provider and/or the Employer to City & Guilds;
Assessment plan	means the document that details the requirements for EPA;
City & Guilds	means The City and Guilds of London Institute, a body incorporated by Royal Charter and registered as a charity in England and Wales (Reg. No. 312832) and Scotland (Reg. No. SC039576);
Customer	means you, the organisation having successfully applied for the EPA Services;
Employer	means the employer of the apprentice on an apprenticeship contract;
EPA	means End-Point Assessment;
EPAO	Means End-Point Assessment Organisations;
EPA Portal	means the platform by which customers provide assessment and Gateway Evidence to City & Guilds;
EPA Pro	means the online booking solution, which EPA Pro Customers use administer EPA for their apprentices;
EPA Service	means the services provided by City & Guilds under and in accordance with the Manual for the End-Point Assessment Service;
EPA Event Booking team	means the City & Guilds team responsible for EPA;
ESFA	means the Education and Skills Funding Agency;
Gateway	means the point at which an apprentice has completed their On-programme training and is ready to enter EPA;
Gateway Evidence	means the documents completed by the apprentice, the provider and/or the employer and supplied to City & Guilds to confirm completion of the training element of the Apprenticeship;
Investigations and Compliance Team	means either the City & Guilds team responsible for investigating allegations of suspected malpractice;
IEPA	means Independent End-point Assessors;
IfATE	means Institute for Apprenticeships and Technical Education;
ILM	means is part of ‘The City and Guilds of London Institute’.
JCQ	Joint Council for Qualifications
LIEPA	means Lead Independent End-point Assessors;
On-programme	means the period of time an apprenticeship undertaken by an apprentice prior to EPA;

Providers	means the organisation providing training to the apprentice;
Qualification delivery	means the delivery of qualifications, as part of On-programme, by an approved City & Guilds centre;
RoEPAO	means the ESFA's Register of End-Point Assessment Organisations;

## 7 Appendix C – Investigation process

Once notification of malpractice has been received, City & Guilds will determine whether it is appropriate for the customer to undertake the investigation into the allegation/incident or whether the Investigation & Compliance team will undertake the investigation.

City & Guilds reserves the right to undertake unannounced investigation visit activity.

**Customers must not undertake internal investigations into suspected malpractice without first notifying City & Guilds Investigation & Compliance team.**

### 7.1 Investigation undertaken by a customer

Once it is determined that it is appropriate for a customer to investigate an incident or allegation of malpractice, the allocated Case Manager will contact the customer and confirm this decision. The appropriate senior contact will be directed Guidance to Customers on conducting investigations in Appendix D. This document sets out, in detail, what is expected of a customer who is asked to investigate an incident or an allegation of malpractice on behalf of City & Guilds.

The customer is required to:

- notify City & Guilds of all incidents of malpractice, actual or suspected within 10 working days of it being reported to them and prior to the commencement of any investigation activity
- supervise the investigation personally or delegate the investigation to an appropriate senior member of staff
- establish the full facts, circumstances and scale of the irregularities
- provide a report and all relevant evidence to City & Guilds when the investigation has been completed
- pass on to the individuals concerned any decisions, warnings or notification of penalties.

Customers should consider that both staff and apprentices can be responsible for malpractice. For this reason, investigations into malpractice **must not** be delegated to the manager of the section, team or department involved in the suspected malpractice. Conflicts of interest which arise in this situation may compromise the investigation. To safeguard the integrity of City & Guilds qualifications, customers may wish to consider suspending staff implicated in an incident of malpractice from the involvement and administration of City & Guilds qualifications.

Individuals accused of malpractice must be informed by the Customer, in writing of the:

- Allegation made against them
- Evidence that supports the allegation
- Possible consequences including the actions or penalties that City & Guilds may take should malpractice be proven.

City & Guilds reserves the right to suspend any claims for certification or applications for qualification approval submitted by the customer, either on notification of malpractice (suspected or actual), or at any time during the investigation to protect the integrity of the

qualification(s) in question and to prevent the possibility of certificates being issued erroneously.

## 7.2 Report of investigation undertaken by a customer

A designated person of appropriate seniority must submit a full written report of the investigation to City & Guilds. The report must include the following, as appropriate:

- A detailed account of the circumstances of the alleged malpractice and of the investigation carried out by the customer (this should include but is not limited to; the full investigation report with any noted appendices, and any preventative and punitive actions that have been taken)
- Signed and dated written statement(s) or transcript(s) of interviews from the Invigilator(s), Assessor(s), Internal Quality Assurer(s) or other staff involved
- Signed and dated written statement(s) or transcript(s) of interviews from any apprentice(s) who is/are involved
- Any work of the apprentice(s) involved and any associated material and, if relevant, any mitigating factors
- We may consider mitigating circumstances supported by appropriate evidence
- Ignorance of regulations and requirements will not, by itself, be considered a mitigating factor e.g. refusing to take notice of regulations or failing to consider requirements
- The findings/conclusions that the customer have come to and the evidence that supports this conclusion.

The customer should aim to complete the investigation, including the report, within 15 working days of being requested to undertake it. The customer must inform the Investigation & Compliance team if this timescale cannot be met.

Customers are expected to make clear references to the evidence which provides justification for their investigation findings. The evidence must be made available for independent scrutiny by City & Guilds and other agencies, as required. For further guidance on the requirements of the report, please see the '*Guidance to Customers on conducting investigations*' document, ([Appendix D](#)).

## 7.3 Investigation undertaken by City & Guilds

When it is decided that City & Guilds will undertake an investigation into suspected malpractice, we will consider the most appropriate method to do so effectively. The Case Manager will notify the customer at an appropriate time to discuss the allegations and provide detail of the activities that will be undertaken in order to investigate.

We will endeavour to ensure that those responsible for managing and carrying out investigations are independent of the management of normal working relationships with the customer involved or with the External Quality Assurers associated with that customer.

Investigations generally involve information and intelligence gathering, including data research and interviews. However, due to our regulatory obligations, investigation activity will still be undertaken to investigate any allegations of malpractice brought to our attention regardless of the outcome of any prior City & Guilds monitoring activities.

City & Guilds will aim to complete the investigation with minimal inconvenience and in the shortest possible time. The customer's ability to provide all the information requested as

quickly as possible will help to ensure this aim is met. On conclusion of the investigation, the customer will be informed of the outcome.

City & Guilds will produce a report outlining the findings of the investigation. This will be sent to a person of appropriate seniority. Information concerning the investigation and its outcome may also be shared with the regulatory authorities.

#### **7.4 Conclusion of investigation**

City & Guilds will consider all of the available evidence in determining the appropriate actions. If malpractice is established, City & Guilds will determine the sanction or penalty to be applied, considering the least severe sanction/penalty first. Examples of the sanctions/penalties that may be imposed are detailed in Appendix A. These penalties/sanctions may be applied individually or in combination.

If a member of staff has left the employ of the customer, City & Guilds will still consider the application of a penalty. The customer may be requested to contact the individual in order to obtain a statement. If the individual cannot be contacted or does not respond to a request for a statement, a decision will be made on the available evidence. Customers must use a traceable method to contact these individuals, such as recorded delivery, signed for, or in the case of electronic communication, a delivery and read receipt. These may be requested by City & Guilds as evidence that the individual has been given an opportunity to make a statement.

It is the customer's responsibility to communicate any penalties to the individual in question. Additionally, the customer may be asked to inform the Investigation & Compliance team if they receive information that this individual is employed in another City & Guilds EPA customer organisation.

We expect that customers who are in possession of an invalid Statement of Achievement (SoA) as a result of penalties applied as part of an investigation, are responsible for their return. We ask that in these instances, the SoA is securely returned within 15 days of the conclusion of the malpractice outcome.

EPAO Conditions of Acceptance require that City & Guilds notifies:

- Other EPAOs of cases of malpractice/maladministration where these cases are likely to impact on the other EPAOs.
- Report the incident to the relevant External Quality Assurance organisation and other stakeholders, including the action that has been taken by the key personnel named within your end-point assessment agreement, or employer, governing body or the responsible employer.
- Notify or share information with fellow EPAOs or other organisations.
- Where there is an adverse effect or strong grounds for suspected serious malpractice (e.g. cases with alleged fraud or serious threat to the integrity of City & Guilds end-point assessment activities), we are required to inform the IfATE.

## 8 Appendix D – Customer guidance on how to conduct an investigation

This guidance is intended for customers who have been authorised by City & Guilds to investigate an allegation of malpractice.

### 8.1 Introduction

- 8.1.1 Customers may be requested to undertake an investigation following the receipt of a notification of suspected malpractice from a customer, an allegation of suspected malpractice from an informant or as a result of information from City & Guilds own staff or consultants.
- 8.1.2 The Investigation & Compliance team will determine whether it is appropriate for the customer to investigate the suspected malpractice or whether City & Guilds will lead the investigation.
- 8.1.3 When City & Guilds requests that a customer undertake an investigation, the Case Manager will contact the Head of the Customer, or relevant quality person to inform them of the allegation and the next steps.
- 8.1.4 Customers are advised to thoroughly read through and refer to this document whilst undertaking investigations, in order to understand the content and evidential requirements of the report.
- 8.1.5 Malpractice may include a range of issues. City & Guilds may also consider a failure to conduct a thorough investigation into malpractice, as malpractice
- 8.1.6 At any point during an investigation, City & Guilds may decide to use its own personnel to investigate malpractice. This is in addition to, and not a substitution for, the requirement for customers to provide any requested information and evidence.
- 8.1.7 In cases where the customer has undertaken an investigation, City & Guilds may be required to conduct follow up activities in order to validate the customer's findings.
- 8.1.8 Your customer must not communicate results with the affected apprentices and must hold their certificates until the investigation has been concluded.
- 8.1.9 To safeguard the integrity of City & Guilds qualifications, Heads of Customer may wish to consider suspend staff implicated in an incident of malpractice from the involvement and administration of City & Guilds qualifications.

### 8.2 Objectives of an investigation

- 8.2.1 To establish the facts relating to of the suspected malpractice in order to determine whether any malpractice or non-compliances have occurred.
- 8.2.2 To identify the cause of the malpractice and those involved.
- 8.2.3 To establish the scale of the malpractice.
- 8.2.4 To determine whether any action is required to preserve the integrity of the qualification and reduce the risk of the malpractice occurring in the future.

### 8.3 Establishing the facts

- 8.3.1 The fundamental principle of investigations is to conduct them with integrity, and in a fair, objective and professional manner, ensuring that all relevant facts and circumstances are considered without bias. It should not be assumed that, because an allegation has been made, it is true.
- 8.3.2 Those undertaking investigations should review the evidence and associated documentation, including City & Guilds' guidance on the delivery of the qualification concerned and related quality assurance arrangements. The following facts should be determined:
- what occurred (the nature of the malpractice or the substance of the complaint/allegation)
  - when it occurred
  - where it occurred (there may be more than one location)
  - how the malpractice occurred
  - why the malpractice occurred
  - who was responsible for the malpractice
  - who was involved in the malpractice. This may include apprentices, as well as members of customer staff.

### 8.4 Responsibilities

- 8.4.1 In carrying out an investigation and writing a report, the person responsible for undertaking the investigation acts on behalf of City & Guilds. The person responsible for investigating is required to:
- 8.4.2 supervise personally the investigation into the malpractice and ensure that it is conducted in a timely manner
- 8.4.3 ensure that, if it is necessary to delegate an investigation to a member of staff, the member of staff chosen must be at an appropriate level of authority. They must also consider any conflict of interest and ensure that the person is independent and not connected with the department involved in the allegation
- 8.4.4 respond speedily and openly to all requests for an investigation or information
- 8.4.5 cooperate and ensure their staff cooperate fully with the investigation, whether the customer is directly involved in the case or not
- 8.4.6 inform staff members and apprentices of their individual rights as set out in paragraph 5 of this guidance note. They must also ensure that, where possible, the person(s) found to be responsible for malpractice, have been given an opportunity to provide a statement
- 8.4.7 ensure that, where it is necessary to interview anyone as part of an investigation, the interview is conducted in accordance with the customer's own policies. A full transcript or detailed notes of interviews must be provided with the customer's investigation report
- 8.4.8 ensure that all information and evidence relevant to the investigation is included in the report. If information or evidence is required after a report has been submitted to City & Guilds, it is likely to cause a delay in the resolution of the incident

- 8.4.9 If formal disciplinary proceedings are undertaken all records/documentation/letters which are relevant to the malpractice must be provided to City & Guilds
- 8.4.10 ensure compliance with any requests made by City & Guilds as a result of a malpractice investigation
- 8.4.11 pass on to the individuals concerned any warnings or notifications of penalties. This may include members of staff or apprentices who are no longer at the customer or apprentices.

## 8.5 Rights of accused individuals

Apprentices or members of staff suspected of malpractice must:

- be informed (preferably in writing) of the allegation made against them
- be informed of the City & Guilds '*Managing cases of suspected malpractice in examinations and assessments*' document
- know what evidence there is to support the allegation
- know the possible consequences should malpractice be proven
- have the opportunity to consider their response to the allegation (if required)
- have an opportunity to submit a written statement
- be informed that they will have the opportunity to read the submission and make an additional statement in response, should the case be put to the Malpractice Panel
- be informed of the applicable appeals procedure should a decision be made against them
- be informed that information relating to the malpractice may be shared with other Awarding Organisations, the regulators and other external agencies, as appropriate.

## 8.6 The report

After an investigation, the person responsible for undertaking the investigation must submit a full written report. The report must include a detailed account of the circumstances of the alleged malpractice and details of the investigation carried out by the customer.

Where applicable, the report must be accompanied by the following:

- the procedures for advising apprentices and/or staff of the regulations concerning the conduct of examinations/assessments
- evidence that staff who are implicated in the alleged malpractice have been given the opportunity to make a statement
- transcripts of any interviews undertaken as part of the investigation process. These must be signed and dated
- written statements from the apprentice(s), Examination Officer(s), Invigilator(s), Assessor(s), Internal Quality Assurer(s) or other staff who have been involved in the investigation of the alleged malpractice. This should be signed, dated
- written statement from the apprentice's employer

- seating plan showing the exact position of each apprentice in the examination room
- any work of the apprentice(s) which is relevant to the investigation
- copies of plagiarised material
- assessment and internal quality assurance/moderation records
- any other material which is relevant to the investigation
- any mitigating factors (e.g. relevant medical reports)
- other relevant details which may be specific to the qualification or incident concerned, as requested by City & Guilds.

City & Guilds will give detailed consideration to the customer's investigation report and will aim to respond to it within **10 working days of receipt**.

Every effort has been made to ensure that the information contained in this publication is true and correct at time of going to press. However, City & Guilds' products and services are subject to continuous development and improvement and the right is reserved to change products and services from time to time.

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