End-point Assessment Service
Malpractice in End-point Assessments

Version 1.0
May 2018
This is version 1.0 of the City & Guilds and ILM guidance on Malpractice in End-Point Assessment. It is the customer’s responsibility to ensure that all of its staff involved in the provision of the EPA Service, familiarise themselves with this version of the document.

This document is subject to regular revision, and maintained electronically by its owner, the EPA Team. Electronic copies are version controlled. Printed copies are not subject to this control.
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1 Introduction

1.1 End-point Assessment Service

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

Definitions
Please see the Appendix A - 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.

It is the responsibility of each employer and/or provider to make certain they have robust quality assurance measures in place and undertake regular internal audits to manage and monitor malpractice and maladministration.

1.2 Malpractice in EPA

City & Guilds is committed to providing high-quality EPA 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 however, it should be noted that City & Guilds will investigate malpractice in the on-programme element of an apprenticeship standard if the malpractice directly relates to the assessment of a City & Guilds qualification. When suspected malpractice is reported in a qualification which forms part of an apprenticeship, the standard policies that govern an approved City & Guilds/ILM centre apply.

Where there is no qualification, City & Guilds cannot investigate allegations of suspected malpractice relating to the on-programme teaching, delivery, assessment or quality assurance of apprenticeships by customers. Concerns of this nature should be reported either to the employer and/or provider.

For further information on the policies and how investigations into potential apprentice, staff and/or centre malpractice in respect of qualifications will be conducted, please visit the following web pages:

City & Guilds: Assessment Malpractice
ILM: Centre Support/ILM policies

Malpractice in EPA
Owner: EPA Team
Version 1.0, May 2018
Malpractice is defined as an act or an instance of improper practice and includes maladministration. Malpractice is any activity, practice or omission which is either wilfully negligent or deliberately contravenes regulations and requirements and compromises the:

- assessment process
- integrity of an assessment
- validity of a result or certificate
- reputation and credibility of City & Guilds.

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

1.3 Examples of malpractice and maladministration

Please note - these lists are not exhaustive.

<table>
<thead>
<tr>
<th>Examples of customer (including their staff and contractors) and provider malpractice/maladministration</th>
</tr>
</thead>
<tbody>
<tr>
<td>• inaccurate or deliberately misleading statements or submissions provided during the Gateway process or at any time during the EPA</td>
</tr>
<tr>
<td>• assisting or prompting apprentices in the production of answers to assessment questions or assessment evidence, beyond that which is permitted by EPA requirements</td>
</tr>
<tr>
<td>• members of staff undertaking any assessment on behalf of apprentice(s)</td>
</tr>
<tr>
<td>• the submission of a piece of work purchased from a third party. For example, from an assignment or project writing service</td>
</tr>
<tr>
<td>• any action or inaction that allows apprentices to have an unfair advantage</td>
</tr>
<tr>
<td>• falsification or fabrication of apprentices’ marks, assessment evidence, observation records, or results documentation and any other records or documentation pertaining to EPA</td>
</tr>
<tr>
<td>• non-adherence to the EPA invigilation requirements</td>
</tr>
<tr>
<td>• the unauthorised obtaining, disseminating, or the facilitating of access to secure assessment material</td>
</tr>
<tr>
<td>• failure to maintain accurate records relating to apprentices, or to retain such records for the required period of time</td>
</tr>
</tbody>
</table>
Examples of apprentice malpractice would include:

- breach of EPA requirements
- plagiarism of any nature
- collusion with others
- 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
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.

2.1 Reporting suspected malpractice during EPA

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.

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 EPA Team to discuss the suspected malpractice. A decision will then be made as to how to proceed.

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 contact City & Guilds at EPA.quality@cityandguilds.com, to notify them of all allegations or 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. The EPA Team and Investigation & Compliance Team will consider the initial information provided and a decision will then be made as to how to proceed.

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 at EPA.quality@cityandguilds.com

We 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. 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.
2.2 Investigations into suspected malpractice during EPA

When a report 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.

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.

Malpractice by an apprentice or member of customer staff/contractor

When potential malpractice in an EPA is identified, City & Guilds aims to establish the full facts and circumstances of the case, to determine whether the validity of the EPA has been compromised and what action/if any is required.

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.

Customers should consider that both staff 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 or suspend delivery of EPA 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 IfA and/or ESFA if we believe there has been an incident of malpractice that could or has, invalidated the award of an apprenticeship.

2.3 Conclusion of investigation

City & Guilds will give detailed consideration to all of the 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.

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 of the assessment.

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.

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.
Malpractice/maladministration by a customer or their staff/contractor

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.

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.

However, 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 at EPA.quality@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 of 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 malpractice investigation, then the appeals application form must be submitted to

Appeals
City & Guilds
1 Giltspur Street
London
EC1A 9DD

It can also be submitted electronically to policy@cityandguilds.com

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

<table>
<thead>
<tr>
<th>Examples of malpractice/maladministration</th>
<th>Risk to EPA</th>
<th>Types of penalty to the customer (including their staff and contractors) and providers (depending on severity, the following could be applied)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inaccurate or deliberately misleading statements or submissions provided during the Gateway process or at any time during the EPA</td>
<td>Medium/High</td>
<td>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.</td>
</tr>
<tr>
<td>Assisting or prompting apprentices in the production of answers to assessment questions or assessment evidence, beyond that which is permitted by EPA requirements</td>
<td>High</td>
<td>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.</td>
</tr>
<tr>
<td>Members of staff undertaking any assessment on behalf of apprentice(s)</td>
<td>High</td>
<td>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.</td>
</tr>
<tr>
<td>Falsification or fabrication of apprentices’ marks, assessment evidence, observation records, or results documentation and any other records or documentation pertaining to EPA</td>
<td>High</td>
<td>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.</td>
</tr>
<tr>
<td>Non-adherence to the invigilation requirements</td>
<td>Medium</td>
<td>Written warning (further actions may be taken if the offence is repeated); Set actions to improve; Deployment of independent invigilators; 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.</td>
</tr>
<tr>
<td>Examples of malpractice</td>
<td>Risk to EPA</td>
<td>Types of penalty to the apprentice (depending on severity, the following could be applied)</td>
</tr>
<tr>
<td>-------------------------------------------------------------</td>
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</tr>
<tr>
<td>Breach of EPA requirements</td>
<td>Low</td>
<td>Written warning via the customer (further actions may be taken if the offence is repeated); Assessment evidence will be disallowed; EPA outcome moved to a ‘fail’ and apprentice to undertake a resit, at the customer’s cost; and/or Disqualification from all of the components of the EPA.</td>
</tr>
<tr>
<td>Plagiarism/collusion/copying of any nature</td>
<td>Low</td>
<td>Written warning via the customer (further actions may be taken if the offence is repeated); Assessment evidence will be disallowed; EPA outcome moved to a ‘fail’ and apprentice to undertake a resit, at the customer’s cost; and/or Disqualification from all of the components of the EPA.</td>
</tr>
<tr>
<td>Falsification of assessment evidence or results documentation</td>
<td>Low</td>
<td>Written warning via the customer (further actions may be taken if the offence is repeated); Assessment evidence will be disallowed; EPA outcome moved to a ‘fail’ and apprentice to undertake a resit, at the customer’s cost; and/or Disqualification from all of the components of the EPA.</td>
</tr>
<tr>
<td>Obtaining or attempting to obtain secure assessment material and/or distribution</td>
<td>High</td>
<td>Assessment evidence will be disallowed; EPA outcome moved to a ‘fail’ and apprentice to undertake a resit, at the customer’s cost; and/or Disqualification from all of the components of the EPA.</td>
</tr>
<tr>
<td>Impersonation</td>
<td>High</td>
<td>Assessment evidence will be disallowed; EPA outcome moved to a ‘fail’ and apprentice to undertake a resit, at the customer’s cost; and/or Disqualification from all of the components of the EPA.</td>
</tr>
<tr>
<td>Inappropriate conduct (e.g. disruptive, violent or offensive behaviour) during an EPA</td>
<td>Medium</td>
<td>Written warning via the customer (further actions may be taken if the offence is repeated); Assessment evidence will be disallowed; EPA outcome moved to a ‘fail’ and apprentice to undertake a resit, at the customer’s cost; and/or Disqualification from all of the components of the EPA.</td>
</tr>
<tr>
<td>Failure to abide by the instructions of an invigilator or IEPA</td>
<td>Medium</td>
<td>Written warning via the customer (further actions may be taken if the offence is repeated); Assessment evidence will be disallowed; EPA outcome moved to a ‘fail’ and apprentice to undertake a resit, at the customer’s cost; and/or Disqualification from all of the components of the EPA.</td>
</tr>
</tbody>
</table>
6 Appendix B – glossary of terms

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

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apprentice</td>
<td>means an individual who is registered with City &amp; Guilds for the purposes of EPA;</td>
</tr>
<tr>
<td>Apprenticeship</td>
<td>means the contract for employment and training requiring an EPA;</td>
</tr>
<tr>
<td>Apprenticeship standard</td>
<td>means the document which set the key requirements for the Apprenticeship;</td>
</tr>
<tr>
<td>Assessment evidence</td>
<td>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 &amp; Guilds;</td>
</tr>
<tr>
<td>Assessment plan</td>
<td>means the document that details the requirements for EPA;</td>
</tr>
<tr>
<td>Centre</td>
<td>means an organisation approved by City &amp; Guilds to deliver City &amp; Guilds’ qualifications under the City &amp; Guilds Centre Manual;</td>
</tr>
<tr>
<td>City &amp; Guilds Centre manual</td>
<td>means the document issued by City &amp; Guilds that provides requirements and guidance for: (i) organisations wishing to become Centres; and (ii) Centres delivering City &amp; Guilds qualifications</td>
</tr>
<tr>
<td>City &amp; Guilds</td>
<td>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);</td>
</tr>
<tr>
<td>Customer</td>
<td>means you, the organisation having successfully applied for the EPA Services;</td>
</tr>
<tr>
<td>Employer</td>
<td>means the employer of the apprentice on an apprenticeship contract;</td>
</tr>
<tr>
<td>EPA</td>
<td>means End-Point Assessment;</td>
</tr>
<tr>
<td>EPA Portal</td>
<td>means the platform by which customers provide assessment and Gateway Evidence to City &amp; Guilds;</td>
</tr>
<tr>
<td>EPA Service</td>
<td>means the services provided by City &amp; Guilds under and in accordance with the Manual for the End-Point Assessment Service;</td>
</tr>
<tr>
<td>EPA Team</td>
<td>means the City &amp; Guilds team responsible for EPA;</td>
</tr>
<tr>
<td>ESFA</td>
<td>means the Education and Skills Funding Agency;</td>
</tr>
<tr>
<td>Gateway</td>
<td>means the point at which an apprentice has completed their training and is ready to enter EPA;</td>
</tr>
<tr>
<td>Gateway Evidence</td>
<td>means the documents completed by the apprentice, the provider and/or the employer and provided to City &amp; Guilds to confirm completion of the training element of the Apprenticeship;</td>
</tr>
<tr>
<td>Investigations and Compliance Team</td>
<td>means either the City &amp; Guilds or ILM team responsible for investigating allegations of suspected malpractice;</td>
</tr>
<tr>
<td>IEPA</td>
<td>means Independent End-point Assessors;</td>
</tr>
<tr>
<td>IfA</td>
<td>means Institute for Apprenticeships;</td>
</tr>
<tr>
<td>ILM</td>
<td>means is part of the The City and Guilds of London Institute.</td>
</tr>
<tr>
<td>LIEPA</td>
<td>means Lead Independent End-point Assessors;</td>
</tr>
<tr>
<td><strong>On-programme</strong></td>
<td>means the period of time an apprenticeship undertaken by an apprentice prior to EPA;</td>
</tr>
<tr>
<td><strong>Providers</strong></td>
<td>means the organisation providing training to the apprentice;</td>
</tr>
<tr>
<td><strong>RoEPAO</strong></td>
<td>means the ESFA’s Register of End-Point Assessment Organisations;</td>
</tr>
</tbody>
</table>
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. City & Guilds cannot accept responsibility for any loss or damage arising from the use of information in this publication.

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