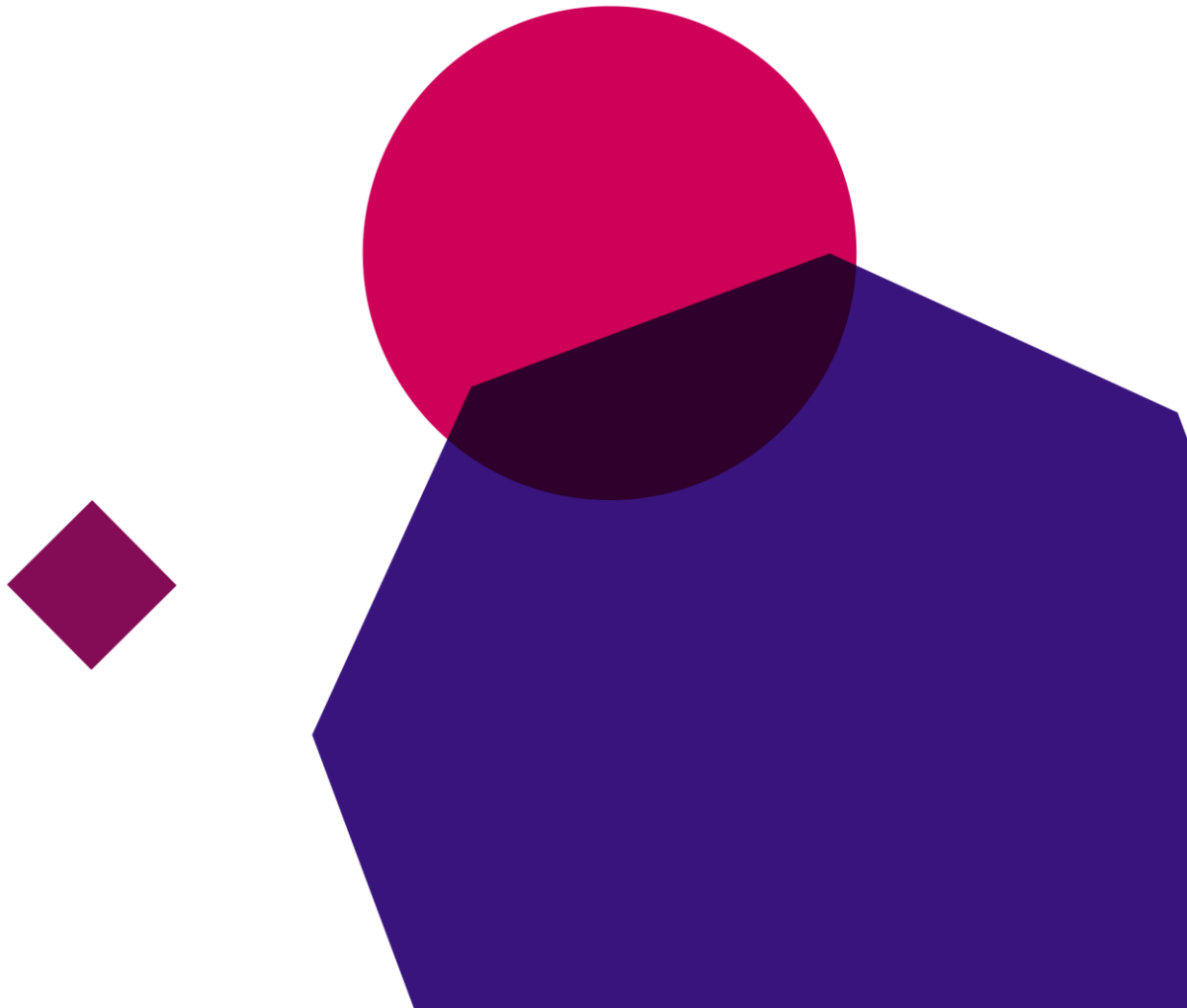




A City & Guilds Group Collaboration

Policy for individuals who wish to report suspected malpractice

Version 2.0
January 2020



Document change history

This is an amended version of the City & Guilds *Policy for individuals who wish to report suspected malpractice*. This version replaces all previous ones.

There have been major revisions to the content of this document from the September 2018, version 1, as shown in the table below.

This document is subject to revision and is maintained electronically. Electronic copies are version controlled. Printed copies are not subject to this control.

Version 1 September 2018

Section	Change
1, Introduction	New section. Details of City & Guilds products and services added.
2. About this Policy	New Section. Combines Scope of Policy, Purpose Policy and Review of Policy.
3. Definition	New definition.
4. Making an allegation	Inclusion of Investigation & Compliance team email address.
6. Vexatious correspondence or behaviour	Additional detail added.
8. Use of data	New section. Outlines how we process data.

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1. Introduction

This policy applies to City & Guilds and ILM. All references to 'City & Guilds' include City & Guilds and ILM unless otherwise stated. All references to "we", "us" or "our" include ILM.

1.1. About us

The City & Guilds Group is a leader in global skills development. Our purpose is to help people and organisations to develop their skills for personal and economic growth. It's about more than skills, or qualifications, or jobs, we reinvest the money we make into the future of learning.

Made up of City & Guilds, ILM, Kineo, The Oxford Group, Digitalme, e3Learning and Gen2, we work with education providers, businesses, and governments in over 100 countries, to provide skills education and training.

Backed by a Royal Charter, we've been shaping skilled workforces since we were founded by The City of London and 16 livery companies in 1878. Today, we set the standard for skills around the world.

2. About this Policy

2.1. Scope of Policy

This policy sets out the course of action City & Guilds will take in responding to and investigating an allegation of suspected malpractice relating to the assessment of its qualifications at approved City & Guilds' centres and/or the quality assurance of the assessment process conducted by approved City & Guilds' centres.

City & Guilds will not investigate complaints expressing personal dissatisfaction about the quality of teaching or training, or about any aspect of the agreement between a centre and a learner (including qualification payment), or between a centre and a member of staff/contractor. Complaints of this nature should be raised with the Head of Centre.

City & Guilds cannot take action regarding employment disputes. If an individual has a dispute regarding his/her employment position or contract, the matter should be pursued with the individual's employer or appropriate responsible body.

City & Guilds Group believes that anyone who participates in any learning activities is entitled to do so in an environment that is both safe and enjoyable. If you suspect that a child or vulnerable adult is at risk of harm or abuse, then this needs to be reported under the City & Guilds Group *Safeguarding children and vulnerable adults - Policy, procedures and guidance for all staff and representatives*.

2.2. Purpose of policy

The purpose of the policy is to explain the circumstances in which City & Guilds will undertake an investigation and to provide key information to individuals alleging malpractice.

If you are involved in the delivery of City & Guilds Qualification and/or a staff member at a City & Guilds centre wishing to report malpractice on behalf of the centre then please reference the *Managing cases of suspected malpractice in examinations and assessments* policy.

Any individual, including centre staff, learner, or members of the public who suspect that malpractice has occurred at an approved City & Guilds centre should contact City & Guilds at investigationandcompliance@cityandguilds.com

Those that suspect malpractice has occurred in relation to a City & Guilds End-point Assessment should also refer to our publication [Malpractice in End-point Assessments](#).

2.3. Review of Policy

This document is reviewed and revised regularly in response to feedback from centre staff, Associates and the regulatory authorities, or changes in legislation. City & Guilds reserves the right, however, to make changes to this document as and when required. This document is maintained electronically. Electronic copies are version controlled. Printed copies are not subject to this control.

3. Definition

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

- gives rise to prejudice to learners; 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 awarding body or centre or any officer, employee or agent of any awarding body or centre.

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

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

Please refer to '*Managing cases of suspected malpractice in examinations and assessments*' for a list of examples of malpractice.

4. Making an allegation

The following paragraphs should be noted in particular by those wishing to disclose information relating to malpractice in the assessment/quality assurance of City & Guilds' qualifications.

Individuals who have such information may wish to consider bringing the matter to a senior member of staff within the organisation delivering the qualification(s) under that organisation's whistleblowing policy. If an individual has raised concerns internally but feels they have not been appropriately addressed, or if an individual feels unable to raise the concerns internally, he/she should make a disclosure to City & Guilds.

Please note, we cannot tell you whether you are protected as a whistleblower or provide you with any legal advice.

We have previously referred to informants as whistleblowers. However, for the purpose of any investigation we will refer to any individual that provides information regarding suspected malpractice, as an informant to include centre staff as well as general members of the public.

We ask that individuals who are in possession of evidence to support their allegations to provide this at the time of making the allegation, or as soon as they are contacted by us. Each disclosure will be considered sensitively and carefully, and appropriate action will be taken.

It should be noted, our ability to substantiate allegations is often dependent on the availability of documentary evidence. Evidence becomes increasingly difficult to produce and authenticate as time elapses. Therefore, we strongly encourage anyone who suspects malpractice to notify us as soon as possible.

Concerns of malpractice should be reported to investigationandcompliance@cityandguilds.com. A member of the Investigation & Compliance team will acknowledge the email and arrange a telephone interview with the person who reported the malpractice to gather more information.

We will endeavour to keep an informant's identity confidential where asked to do so. However, those disclosing information should also recognise that they may be identifiable by others due to the nature or circumstances of the disclosure.

Information received in disclosures may be shared with third parties where necessary. Anonymous disclosures will be considered but it may not always be possible to investigate them.

Individuals who are concerned about being identified should discuss their concerns with the Case Manager at the time of disclosure.

We cannot disclose to an informant the outcome of an investigation or any action that is taken as a result of an investigation.

5. Investigating an allegation

City & Guilds use a range of investigation methods and will adopt the most appropriate for the circumstances involved.

We will investigate allegations from anonymous sources only where there is sufficient information to merit further investigation and/or sufficient detail to identify the qualification(s) which are implicated in the allegation.

We may stop an investigation at any stage if the

- investigation could prejudice the possibility of future criminal or civil proceedings
- informant makes any public statements during the investigation that could prejudice the outcome of the investigation or the possibility of future criminal or civil proceedings – this includes the informant discussing the investigation with the centre or learners involved during the investigation process.

We will not make any public statements during an investigation other than to confirm that an investigation is being conducted.

If the Case Manager or investigation team need to interview centre staff or learners during an investigation, we will normally ensure that interviews are carried out by two interviewers, with one primarily acting as note-taker. City & Guilds will ensure that learners under the age of 18 will be accompanied by an appropriate, mutually agreed adult.

We understand that informants may be personally involved in, or affected by, the issue they have brought to our attention. However, informants must accept we require a reasonable time in which to undertake the necessary work to carry out investigation.

We will not advise an informant about the investigation activities undertaken based on the information provided, nor about the outcome of an investigation, unless we are legally obliged to.

When investigating allegations, we expect the individuals involved to cooperate and provide evidence and information relating to the allegation when requested.

We will aim to complete an investigation in a timely manner. An individual or centre's ability to provide all the information requested as quickly as possible will help to ensure this aim is met.

6. Vexatious correspondence or behaviour

We will not engage with abusive informants, our staff have the right not to be subjected to aggressive, abusive, or offensive language or behaviour, regardless of the circumstances. Where an informant becomes abusive in the way he/she corresponds with City & Guilds, we will class such correspondence/behaviour as vexatious.

We will not engage with persistent and repeated contacts from informants as these reduce the time that can be dedicated to carrying out investigations. This could include excessive telephone calls, emails or letters, sending duplicate correspondence requiring a response to more than one member of staff, persistent refusal to accept a decision, persistent refusal to accept explanations, continuing to contact without presenting new and relevant information. Where an informant demonstrates this behaviour City & Guilds will class such correspondence/behaviour as vexatious.

The following types of correspondence/behaviour are deemed as vexatious and we will take the action described in italics below.

- Being abusive or threatening either during a telephone conversation, a face to face meeting or in writing. This could include threats of physical violence, swearing, inappropriate cultural, racial, or religious references, rudeness, including derogatory remarks
The informant will be referred to a Senior Manager at City & Guilds who will contact the informant to state that all communication will cease if the informant continues to communicate in such a manner. We take any threat to our staff very seriously and may refer the matter to the Police, if necessary.
- Repeatedly contacting us either via telephone or email in a given working day without offering new evidence or information.
We shall send a letter or email to the informant, together with a copy of this document, explaining that further contact of this nature will not be responded to.
- Making unreasonable demands on City & Guilds beyond the remit of the investigation.
We shall send a letter or email to the informant reiterating the remit of the investigation.
- Making accusatory comments about City & Guilds, the staff managing the case, or the investigators.
The informant will be referred to a Senior Manager at City & Guilds who will contact the informant to state that all communication will cease if the informant continues to communicate in such a manner.

7. Our Investigation Principles

Our Case Managers will uphold the principles outlined below in carrying out investigations.

7.1. Professionalism

Our Case Managers will have a clear brief and understanding of their role and will maintain the highest standards of professionalism with regard to their personal conduct and the investigative activities they undertake. Case Managers will act responsibly and treat those participating in an investigation with respect, engage them in professional dialogue and provide feedback in a constructive way.

7.2. Objectivity

Case Managers will undertake all work with an open mind and, in particular, ensure that any evidence or information obtained is reviewed without preconceptions. Consideration will be given to all interpretations that may be placed on such evidence or information.

7.3. Fairness

Case Managers will act in a courteous, polite, and considerate manner, and will conduct all work applying proper standards of fairness and without discrimination. They will maintain a high level of awareness of the context in which centre staff are operating, of their feelings and reactions to the investigation process and of the approach and impact of the investigators themselves. Investigation reports will be fair and based on evidence.

7.4. Expertise

Case Managers will have the experience, knowledge, and skills to conduct an investigation. They will maintain their expertise and ensure that it is applied thoroughly and comprehensively in every aspect of their work.

7.5. Integrity

Case Managers will work honestly and accurately and will meet the highest standards of propriety and integrity. They will respect the confidentiality and source of any information handled as part of the investigation.

8. Use of Data

We may process personal data if required by law or where processing is necessary to pursue our legitimate interests as a provider of training, assessment, and certification products and/or services. This includes processing in relation to our quality assurance processes, an investigation, appeal, or complaint or to prevent and detect crime and/or assist with the apprehension or prosecution of offenders. With respect to special category data, such data may also be processed if necessary for reasons of substantial public interest, including for the prevention or detection of unlawful acts or in compliance with, or to assist third parties to comply with, any regulatory requirements relating to the investigation of unlawful acts, dishonesty or malpractice.

We may share personal data (including any special category data) with law enforcement or other authorities or agencies if required by law or where we otherwise deem it necessary for the purposes of our legitimate interests. This may include, without being limited to, responding to requests for information from such authorities or agencies, or sharing information with them in connection with our quality assurance processes, an investigation, appeal, or complaint. In such circumstances, we may share personal data without informing the individual it relates to.

City & Guilds will retain in a secure manner any information or evidence related to an investigation for a period of seven years from completion of a relevant investigation, appeal or complaint process or, where an incident involves law enforcement or other authority or agency, such other period as may be required to ensure compliance with our legal and regulatory requirements.

A link to City & Guilds' Privacy Policy which sets out what we do with data provided to us can be found [here](#).

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