

# Conflict of Interest Policy – Contractors

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## Document Control Information

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Version Number	Date Approved	Change/Reasons for Change/Comments
v. 0.1	-	New General Conditions of Recognition
v.0.2	-	Revised at meeting 27 April 2012
v 0.3	-	Aligned to SQA Accreditation Regulatory Principles (2011)
v.0.4	10 Sept 2012	Amendments by Legal
v 1.1	30 April 2014	Updated to align with SQA revised Regulatory Principles 2014
v1.2	12 Feb 2018	Reviewed due to diversification of contractor types (incorporating independent end-point assessors)
v1.3	23 Oct 2018	Additional roles added to list of contractor roles

## 1. Introduction

This policy<sup>1</sup> outlines the principles and procedures for managing conflicts of interest for Contractors in order to maintain our integrity as a business and to protect the validity of our qualifications, assessments and services.

In this policy “City & Guilds” refers to The City and Guilds of London Institute, and includes the following independent activities:

- City & Guilds’ Awarding Organisation
- City & Guilds’ End-Point Assessment Organisation (EPAO)
- ILM’s functions in both of the above.

This policy applies to City & Guilds Contractors. In this instance “Contractors” refers to any external individual or organisation contracted by City & Guilds to undertake work on their behalf.

Under this policy, Contractors undertaking any activities for The City and Guilds of London Institute (“City & Guilds activities”) must be free from conflicts of interest that could adversely affect their judgement or objectivity in conducting those activities. City & Guilds recognises that Contractors may take part in financial, business, charitable and other activities outside of their City & Guilds activities (“outside activities”) but any potential conflict of interest raised by their outside activities must be acknowledged, disclosed, and in relevant cases properly managed.

City & Guilds Contractors are obliged to comply with all relevant laws, including the requirements of any regulatory authorities or other relevant professional bodies.

- For Awarding Organisations/Bodies, the regulatory obligations in respects of conflict of interest are set out in Ofqual’s *General Conditions of Recognition* (Condition A4), SQA’s *Accreditation Regulatory Principles* (Principle 1 and 10), the CCEA *General Conditions of Recognition* (Condition A4) and Qualification Wales’ *Standards Conditions of Recognition* (Condition A4).
- For EPAOs the obligations in respects of conflict of interests are set out in the Education & Skills Funding Agency’s *Conditions for organisations on the register of end-point assessment organisations* (Conditions 33-36).

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<sup>1</sup> There are five Conflict of Interest Policies, so please ensure that the correct version is referred to:

Conflict of Interest Policy – Directors  
Conflict of Interest Policy – Employees  
Conflict of Interest Policy – Contractors  
Conflict of Interest Policy – Centres (see Centre Manual)  
Conflict of Interest Policy – Arrangements between City & Guilds Group companies

## 2. Scope

City & Guilds are responsible for managing potential and actual conflicts of interest. It is the responsibility therefore of each individual Contractor to recognise situations in which they have a potential conflict of interest, or might reasonably be seen by others to. They must disclose this potential conflict and follow the process and subsequent follow-up actions as defined in this policy. These responsibilities will be clearly set out in the contractual arrangements between Contractors and City & Guilds.

In some instances external organisations will have a contractual agreement to provide Contractors to undertake assessment activities on behalf of City & Guilds (i.e in a consortium working arrangements as part of our EPAO service). While the assessors are contracted by the consortium, ultimate responsibility for managing potential conflicts of interest lies with City & Guilds. In these instances contracted organisations must be familiar with the contents of this policy and ensure that all of their staff involved in the contracted work adhere to it.

If Contractors are uncertain about how this policy might affect their activities, or have any questions about its application, they must contact the relevant City & Guilds department for which they are undertaking contracted activities.

Where City & Guilds is notified by a third party of a potential conflict of interest for an individual, or individuals, the process and actions in this policy will be followed with regards to the Contractor(s) in question.

### **3. Definition**

For the purposes of this policy, a conflict of interest is defined as a conflict between the official responsibilities of a Contractor when performing City & Guilds activities and any other interests which the Contractor may have that could compromise, or appear to compromise, their decisions and/or actions when performing City & Guilds activities.

#### **3.1 Examples of conflicts of interest**

It is not possible to provide a definitive list of examples of conflicts of interest, but the following are examples of situations that could lead to actual or perceived conflicts of interest, that we would expect to be declared by contractors:

- Working with a business outside City & Guilds which performs similar functions to City & Guilds.
- Undertaking assessment, end-point-assessment, approval or quality assurance activities for an organisation (including centres) of which a Contractor is a member of staff, governor, trustee or has some other official status; or with which the Contractor has (or has had) involvement as a consultant or adviser.
- Participating in the appointment, promotion, supervision or evaluation of a person who works for a business which performs similar functions to City & Guilds and with whom the Contractor has close or familial ties.
- Having a close or familial relationship with someone registered for a City & Guilds qualification and/or assessment; or their family and being involved in decisions about the outcome of the learner/apprentice's qualification and/or assessment.
- Taking part in any City & Guilds decision involving a business that employs a person with whom the Contractor, has close or familial relationship.
- Organisations from a consortium in partnership with City & Guilds colluding to assess each other's apprentices and/or to circumvent the requirement for independent assessment

City & Guild will undertake risk assessment for any declared potential conflicts of interest to ascertain what, if any, further action may be taken.

## 4. Process

The process for managing potential and actual conflicts of interest is as follows:

- All internal City & Guilds staff working with Contractors will be familiar with the content of this policy and attendant mitigation processes.
- All organisations and individuals contracted to undertake activities on behalf of City & Guilds must familiarise themselves with the content of this policy.
- All Contractors are issued with a conflict of interest declaration form to complete upon commencement of their role with City & Guilds. It is a contractual requirement that this is completed. Note – assessors who are contracted by a consortium in partnership with City & Guilds are still required to complete and submit a declaration.
- The information submitted will be evaluated by the relevant City & Guilds team for whom the Contractor is undertaking the activity and where necessary appropriate mitigating action will be taken.
- Where Contractors' circumstances relating to conflicts of interest change, they must complete and submit a new declaration form to reflect this. City & Guilds will then review this information and take the appropriate action.
- All conflict of interest declaration forms will be stored electronically by City & Guilds and available for internal inspection as required.
- Where an individual is contracted for more than one role with City & Guilds, the original declaration form will be sufficient unless the new role(s) presents a different risk of conflict of interest. In these instances a new declaration must be submitted that reflects this.

## 5. Actions

Where the information declared on the form(s) requires follow up actions, City & Guilds will manage this process and ensure that the appropriate mitigating action is taken by Contractors.

These actions and subsequent outcomes will be documented and stored electronically.

### 5.1 Examples of follow-up actions

- Contractors are unable to undertake assessment or quality assurance activities with a particular centre or customer.
- Contractors will not take part in discussions or decisions of certain matters.
- Contractors will refer certain decisions relating to activities to others with no conflict of interest.
- Contractors not being involved in a particular project or with a particular centre or customer.
- Contractors who have had access to confidential assessment material will not be involved in training events relating to the qualification or assessment.

In all instances where Contractors are unable to complete an activity that they have been contracted for, City & Guilds will ensure that a suitable replacement is sourced.

Where Contractors fail to comply with the above processes and agreed actions, City & Guilds will review and, if necessary in the circumstances (as determined by City & Guilds) issue notice of termination, of their contract with City & Guilds.

### 5.2 Data Protection and disclosure

All personal data provided by Contractors relating to this policy will be maintained and processed in accordance with their contractual agreement with City & Guilds.

Any personal data relating to this policy provided by Contractors will be kept confidential and only used by City & Guilds to mitigate against potential conflicts of interest between the contractor and City & Guilds and/or City & Guilds' customers. City & Guilds will only disclose such information if required to do so by law, government, regulators or relevant professional bodies.

## **6. Continuous improvement**

This policy and attendant processes are subject to regular internal review to ensure that they are being adhered to internally.

Should any change to the regulatory and professional requirements (referred to in Section 1) impact what constitutes a conflict of interest, this policy, associated documents and attendant processes will be reviewed and updated to reflect this.



## Appendix – List of contractor roles

Quality Assurance and Improvement	
External Quality Assurer	Invigilator - International
Moderator - Principal Learning	Principal Moderator for Principal Learning
Assured Consultant	Exam Auditor
International - Accreditation External Quality Assurer	Regional Lead Verifier - International
External Verifier - International	Exam Auditor - International
Moderator - TechBac	Principal Moderator – TechBac
Lead Moderator - TechBac	Independent End-Point Assessor
Lead Independent End-Point Assessor	

City & Guilds (ILM)	
External Verifier	External Verifier (Construction)
External Verifier (L7)	External Assessor ring)
Development Consultant	

Landbased Services	
Technical Verifier	Examiner

(Continued overleaf)

<b>Qualification Assessment and Development</b>	
Development Consultant	Examiner - Principal Learning <sup>1</sup>
Examiner <sup>1</sup>	

<sup>1</sup> **Main Examiner contract** - contract for the following services.

<b>General</b>	<b>IESOL &amp; On demand</b>	<b>Principal Learning</b>	<b>Technical Qualifications</b>
Chief Examiner	Chief Examiner	Chair of Examiners	Chief Examiner
Marking Examiner	Moderating Examiner	Chief Examiner	Principal Examiner
Moderators & Editors	Marking Examiner	Principal Examiner	Marking Team Leader
Setting, Compilation & Item Writing	Setting Examiner	Reviser	Marking Examiner
Compilation Checker	Vetting Examiner	Scrutineer	Scrutineer
e- marking	E-marking Examiner	Marking Examiner	
Functional Skills (FS) Team Leader (Paper Assessment)			
FS Lead Examiner (Onscreen Assessment)			
FS Head Examiner			
FS Lead Examiner (Online Assessment)			
Essential Skills Northern Ireland – Chief Examiner			