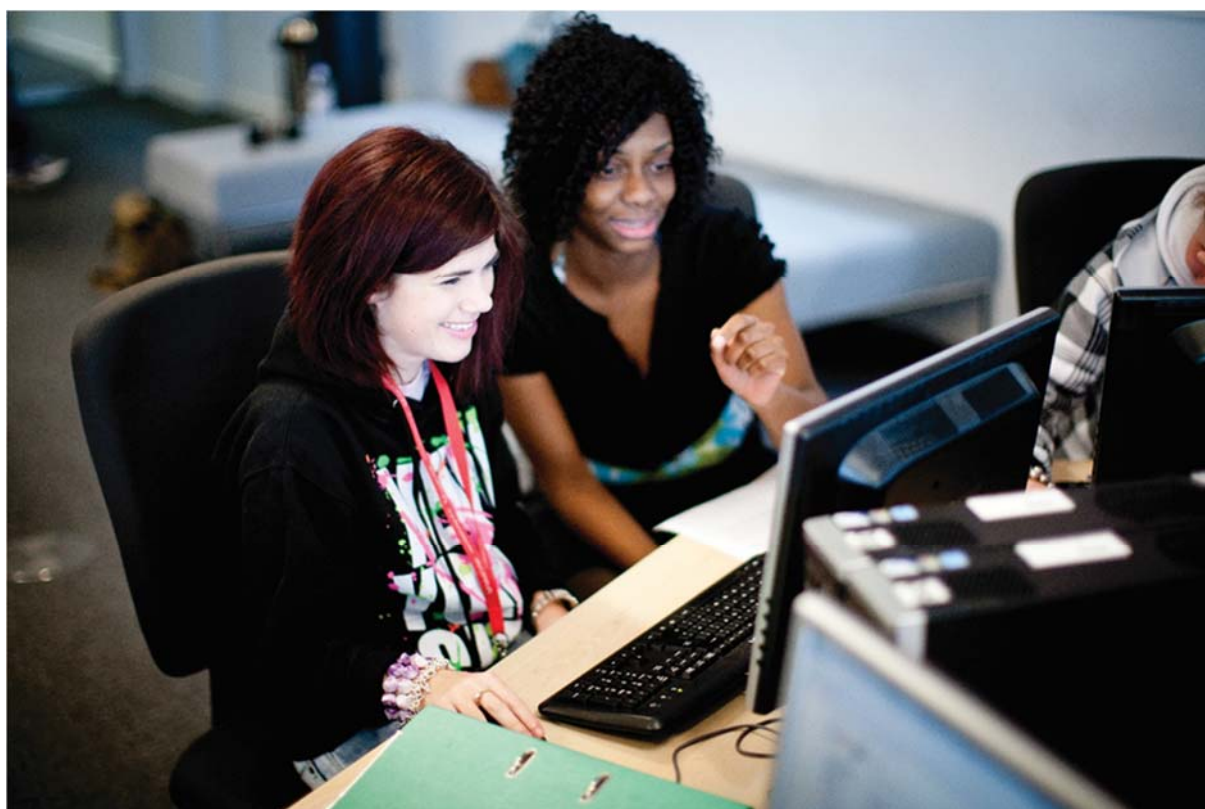


CITY & GUILDS

CENTRE MANUAL

Version 7.1
June 2016



Document change history

This is version 7.1 of the *City & Guilds Centre Manual*. This version replaces all previous ones, and it is each centre's responsibility to ensure that all staff involved in the provision of City & Guilds qualifications and/or assessments familiarise themselves with this version of the document.

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

Version 7.1, June 2016

In this version, new sections are indicated with **NEW** in the margins and updated sections are indicated with **UPDATED**.

Section	Change
Section 4	Renamed from 'Administration' to 'Systems' (v7.0)
Section 5	Renamed from 'Delivery & Assessment' to 'Registration and Data Management' (v7.0)
Section 6	New 'Assessment' section added, previously included in 'Delivery & Assessment' (v7.0)

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Introduction

Introduction to the *City & Guilds Centre Manual*

This document provides guidance for

- organisations wishing to become City & Guilds approved centres,
- centres delivering City & Guilds qualifications and/or assessments.

It covers the centre and qualification approval process as well as providing guidance on delivery, assessment and quality assurance for centres.

The *General Terms and Conditions* in *Section 3* of this document apply upon centre approval.

The *City & Guilds Centre Manual* should be used in conjunction with *Our Quality Assurance Requirements* and the relevant related policy and guidance documents listed in *Appendix 3* of this document.

About us

City & Guilds is a leading vocational education and training organisation, providing products and services to colleges, training providers, employers, and trainees across a variety of sectors to meet the needs of today's workplace.

City & Guilds qualifications are valued by employers and delivered through over 10,000 centres around the world to help individuals develop their talents and abilities for future career progression.

Contacting City & Guilds

Customer Service and Quality Teams are based in offices around the United Kingdom to provide support to City & Guilds customers.

- **Quality Teams:** The Quality Teams provide advice and guidance on all approval and quality assurance matters. They are the first point of contact for all quality issues and queries. For more information on the specific roles within the Quality Teams, please see *Section 1.4* of this document.
- **Customer Services Team:** The Customer Services team are available to offer general information, support or assistance. They can be contacted between 08.00 and 18.00 Monday to Friday to help with any enquiries.

Contact details for the Quality Teams and Customer Services Team are located in the *Useful Contacts* section in *Appendix 2* of this document.

City & Guilds products and services

Service	Information	Link
City & Guilds Website	<p>The website contains helpful and essential information to support City & Guilds customers, including:</p> <ul style="list-style-type: none"> • What we offer • Qualifications • Apprenticeships • TechBac • Delivering our qualifications • International • News & insight • Help & support 	www.cityandguilds.com
Walled Garden	<p>Walled Garden is City & Guilds online administration service. It enables centres to carry out a range of day-to-day functions quickly and efficiently.</p>	www.cityandguilds.com/walledgarden
e-Certificates	<p>City & Guilds offers e-Certificates, an online certification service. This enables centres to process funding claims more efficiently and helps learners to quickly access verifiable evidence of certification.</p>	www.cityandguilds.com/e-certificates
e-volve	<p>Approved City & Guilds centres can also apply for e-volve, a secure online test administration service. The e-volve service gives increased flexibility for scheduling tests and reduces administration and paperwork.</p>	www.cityandguilds.com/e-volve
TechBac NEW	<p>City & Guilds TechBac is a new approach to skills-based education for 14-19 year olds that's been designed to bridge the gap between education and employment.</p> <p>TechBac has been developed with employers and education providers to offer a unique blend of hands-on technical skills, transferable 'soft' skills and workplace behaviours. This helps learners to feel more confident and ready for work, and gives employers the skilled and work-ready recruits they need.</p>	www.cityandguilds.com/techbac

Service	Information	Link
Trailblazer Apprenticeships NEW	<p>Apprenticeships in England are in the process of undergoing a dramatic transformation. As a result of Government reforms, a new style of apprenticeships has been designed to meet the changing needs of employers, learners and providers.</p> <p>These new apprenticeships are known as ‘Trailblazer’ Apprenticeships. They aim to:</p> <ul style="list-style-type: none"> • Give employers control in designing apprenticeships • Increase the flexibility of delivery • Simplify the funding system • Increase the effectiveness of training 	www.cityandguilds.com/apprenticeships
Accreditation service UPDATE	<p>City & Guilds Accreditation recognises the process and delivery of a bespoke training programme which doesn't result in a qualification, but has an end assessment. City & Guilds Accreditation evaluates the programme against a benchmark and provides consultant support to ensure that the programme meets City & Guilds accreditation standards. Once approved the training programme is ‘accredited’ and can be marketed as such for the agreed period.</p>	www.cityandguilds.com/accreditation
City & Guilds logo	<p>Using the City & Guilds Approved Centre logo boosts the profile of an organisation. City & Guilds encourage centres to seek permission to use it, for example on stationery, promotional material, prospectuses, signage and exhibition stands as well as in press adverts in order to promote courses leading to City & Guilds qualifications.</p> <p>Please note, a centre shall not use any other form of the City & Guilds logo without prior written consent from City & Guilds.</p>	logo@cityandguilds.com
City & Guilds Qualified logo	<p>The City & Guilds Qualified logo is available to learners who have achieved a Level 2 City & Guilds qualification or higher.</p>	www.cityandguilds.com/help
City & Guilds Advance	<p>City & Guilds Advance is a consultancy and events service designed to support centres develop their strategic direction and manage and implement change to keep up to date with changes in the sector.</p>	www.cityandguilds.com/advance

Service	Information	Link
Events	Throughout the year the City & Guilds Events Team runs a full programme of events around the UK to support the centres delivering City & Guilds qualifications.	www.cityandguilds.com/events
Learning Assistant	City & Guilds Learning Assistant is an e-portfolio system. With the Learning Assistant e-portfolio system, learners and assessors connect and interact within a fully supported and collaborative virtual learning environment.	www.cityandguilds.com/learningassistant
SmartScreen	SmartScreen is the City & Guilds tutor and learner support website. It supports learners, tutors and assessors by providing specific support materials for City & Guilds' qualifications.	www.cityandguilds.com/smartscreen
TAQA e-learning programme	TAQA (Training, Assessment and Quality Assurance) is an e-learning programme that covers all the content of Unit 301 of the Level 3 Award in Understanding the Principles and Practice of Assessment.	www.cityandguilds.com/taqa
Sources of funding	City & Guilds offers a range of qualifications that attract public funding. However, there are different arrangements in England, Scotland, Northern Ireland and Wales, and these are subject to change.	www.cityandguilds.com/funding

Part A:

Introducing Quality Assurance

Our Quality Assurance Model and Quality Team roles

Section 1

Quality Assurance

1.1 Introduction

Quality is fundamental to City & Guilds as an awarding organisation and is embedded in all processes, products and services. It assures the integrity and value of qualifications, products and services throughout their life cycle.

Consistent quality assurance requires City & Guilds and its associated centres to work together closely; the Quality Assurance Model encompasses both *internal* quality assurance (activities and processes undertaken within centres) and *external* quality assurance (activities and processes undertaken by City & Guilds).

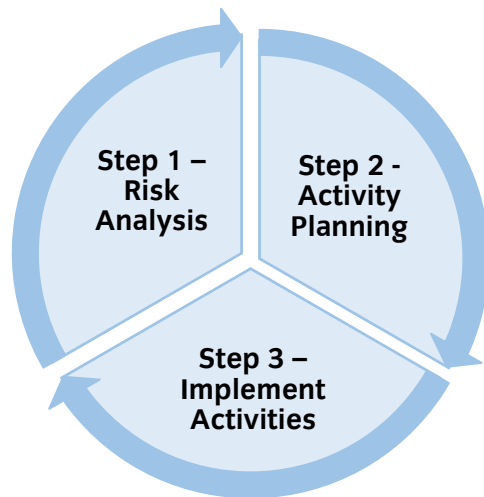
This section will explain the Quality Assurance Model and the key quality roles within City & Guilds.

1.2 ***Our Quality Assurance Requirements* document**

The City & Guilds policy document *Our Quality Assurance Requirements* should be read alongside this *Centre Manual*. This key document encompasses the regulatory requirements that apply to all centres working with City & Guilds. It details the specific approval and monitoring criteria that centres must adhere to, and explains the consequences of non-compliance with these criteria.

1.3 Our Quality Assurance Model

The City & Guilds Quality Assurance Model is a risk-based strategy that follows the key steps shown in this diagram. This is an ongoing process designed to tailor quality assurance support activities to the specific needs of each centre.



Step 1: The Quality Teams will review the information it has regarding a centre and the specific risks attached to each qualification.

Types of centre information include, but are not limited to; systems and resources for delivery; data and information handling; the internal management structure and the suitability of assessment sites.

The risks attached to the delivery of a qualification will also be considered. These include, but are not limited to; technical specifications; location of delivery; industry standards and health & safety.

Step 2: If the Quality Teams assess that it is required, they will create a quality assurance activity planner (normally covering 12 months) that will meet the specific centre needs. The range of quality assurance support activities could include:

- Consultant qualification sampling / moderation
- Consultant standardisation activities
- Specialist technical support and advice
- Standardisation of assessment practice
- Assessor / Internal Quality Assurer (IQA) workshops.

Step 3: These quality assurance activities are then implemented and monitored to ensure that they are providing appropriate support for centres. Planned activities

can be amended if necessary to reflect the changing needs of the centre and/or City & Guilds requirements.

Detailed information on the centre and qualification approval process can be found in *Section 2* of this document.

1.4 Quality Team key roles

UPDATE City & Guilds Quality Teams are based at offices across the United Kingdom and are on hand to support centres at all stages of the quality assurance process. The table below details the key Quality Team role profiles along with the core responsibilities of each role.

Role	Profile
Quality Co-ordinator (QC)	QCs are responsible for day-to-day management of risk within centres. This involves: <ul style="list-style-type: none"> • Managing centre and qualification approvals • Supporting centres with queries relating to quality assurance within the centre. • Working with centres to develop and monitor a bespoke quality assurance package designed to meet the centre's specific needs (where applicable). • Arranging quality assurance monitoring and support activities
Quality Advisor (QA)	QAs provide generic advice and support to selected centres. This involves: <ul style="list-style-type: none"> • Undertaking sampling visits to centres, to ensure consistent application of assessment criteria. • Undertaking systems visits to centres to ensure that they meet the required standards. • Running standardisation workshops for Assessors/Internal Quality Assurers.

In addition, the Quality Teams contract consultants to undertake external quality assurance activities in centres. These are known as External Quality Assurers (EQAs).

Role	Profile
External Quality Assurer (EQA)	<p>EQA responsibilities include:</p> <ul style="list-style-type: none"> • Conducting and documenting qualification specific and advisory support activities with centres. • Completing and documenting systems activities in centres. • Conducting and documenting exam audits. • Conducting and documenting Quality Assurance activities. • Participating in best practice and standardisation activities to ensure support for continuous improvement and consistent performance. • Supporting the training and development of new and existing centres. • Providing advice and support to centres on management system queries. • Keeping up-to-date with City & Guilds products, services and IT systems to support customers.

Part B:

Centre and Qualification Approval

Process

Pre-approval, Approval and General Terms &

Conditions

Section 2

Centre and Qualification Approval

2.1 Introduction

Organisations that are considering offering City & Guilds qualifications, must go through the centre approval process. Approval is based upon the ability to meet the centre approval criteria, which are specified in *Our Quality Assurance Requirements*. Centre approval includes one qualification approval. Once approved, centres are able to add to the City & Guilds qualifications they offer by completing the qualification approval process.

The *General Terms & Conditions*, in *Section 3* of this document, apply once approval has been agreed.

Please note that City & Guilds may decide not to progress an approval application at any stage prior to approval being confirmed in writing by the City & Guilds Quality Teams. This is at City & Guilds discretion and there is no obligation to let organisations know the reasons, nor is there a right of appeal.

2.2 Application forms

All relevant application forms and documents relating to centre and qualification approval can be found on the *Application for centres* section of the website.

For further information on the forms relating to approval and quality assurance please see *Appendix 5* of this document.

2.3 City & Guilds Centre definition

City & Guilds defines a centre as an organisation, such as a college, school, training provider or employer approved by one or more awarding organisation for the delivery of training programmes and qualifications. Providing that the organisation meets the approval criteria detailed in *Our Quality Assurance Requirements* and receives formal written approval from City & Guilds, it is defined as a centre.

The location for quality assurance and assessment will vary depending on the organisation. This could be a college site, workplace or even a private residence but must meet City & Guilds approval requirements.

2.4 Written and enforceable agreement

NEW Where organisations are approved to offer City & Guilds qualifications, the written and enforceable agreement between the centre and City & Guilds consists of:

- The CAP (centre application);
- The *Centre Manual* (which includes the General Terms);
- The policies, procedures and regulations (including, for the avoidance of doubt *Our Quality Assurance Requirements*); and
- The relevant QAP (qualification approval(s)) and qualification handbook(s).

Where a centre application is accepted by City & Guilds it will form an agreement between the centre and City & Guilds for City & Guilds qualifications (which shall come into force on the date that City & Guilds accepts the centre's application for its first qualification approval for a City & Guilds qualification).

2.5 Regulatory requirements

NEW The following documents set out the regulatory requirements for awarding organisations:

- *Ofqual General Conditions of Recognition* (England)
- *SQA Accreditation's Regulatory Principles* (Scotland)
- *Qualifications Wales Criteria for Recognition* (Wales)
- *CCEA General Conditions of Recognition* (Northern Ireland)

Although centres are not required to comply with such regulatory requirements, the documents set out the obligations for Awarding Organisations in relation to their approved centres which are reflected in this *City & Guilds Centre Manual* and *Our Quality Assurance Requirements*.

Centres must ensure that City & Guilds is able to comply with these regulatory requirements. Where centres fail to do so, responsibility lies with City & Guilds.

Therefore, approval and ongoing quality assurance monitoring ensure that centres comply with regulatory requirements.

2.6 Pre-approval

This section details the pre-approval stages for prospective centres wishing to offer City & Guilds qualifications.

2.6.1 Pre-approval support

The first step for any prospective centre is to complete the *Customer Application Form* which can be completed and submitted via the website:

www.cityandguilds.com/delivering-our-qualifications/offer-our-qualifications/customer-application-form

Once this has been submitted, the enquiry is passed onto a dedicated member of the Sales team who will continue to support the prospective centre. The Quality Team will also contact the prospective centre at this stage to discuss their approval package.

At this stage either party may decide not to progress with the application. City & Guilds may decide not to progress an application; in these instances there is no obligation to let the prospective centre know the reasons, nor is there a right of appeal.

2.6.2 Pre-approval advisory systems visit

Prior to approval a pre-approval advisory systems visit may be arranged to provide advice and support to the prospective centre on their quality assurance systems and procedures. City & Guilds will make the decision whether the prospective centre would benefit from this type of visit or whether a post-approval advisory/support activity would be more appropriate.

Organisations whose applications do progress will receive an approval visit once all relevant documentation has been completed and submitted.

2.6.3 Centre approval application process

Organisations which progress to the centre approval application stage will be given access to the *Centre Approval (CAP)* Form to start the centre approval process. The CAP form has a section for qualification approval, and a direct debit mandate, and is completed online. Prospective centres are also allocated a sales business manager.

If prospective centres have any questions about the approval application process they should contact their allocated sales business manager.

City & Guilds may decide not to progress an approval application at any stage prior to approval being confirmed in writing by the City & Guilds Quality Teams. This is at City & Guilds discretion and there is no obligation to let prospective centres know the reasons, nor is there a right of appeal.

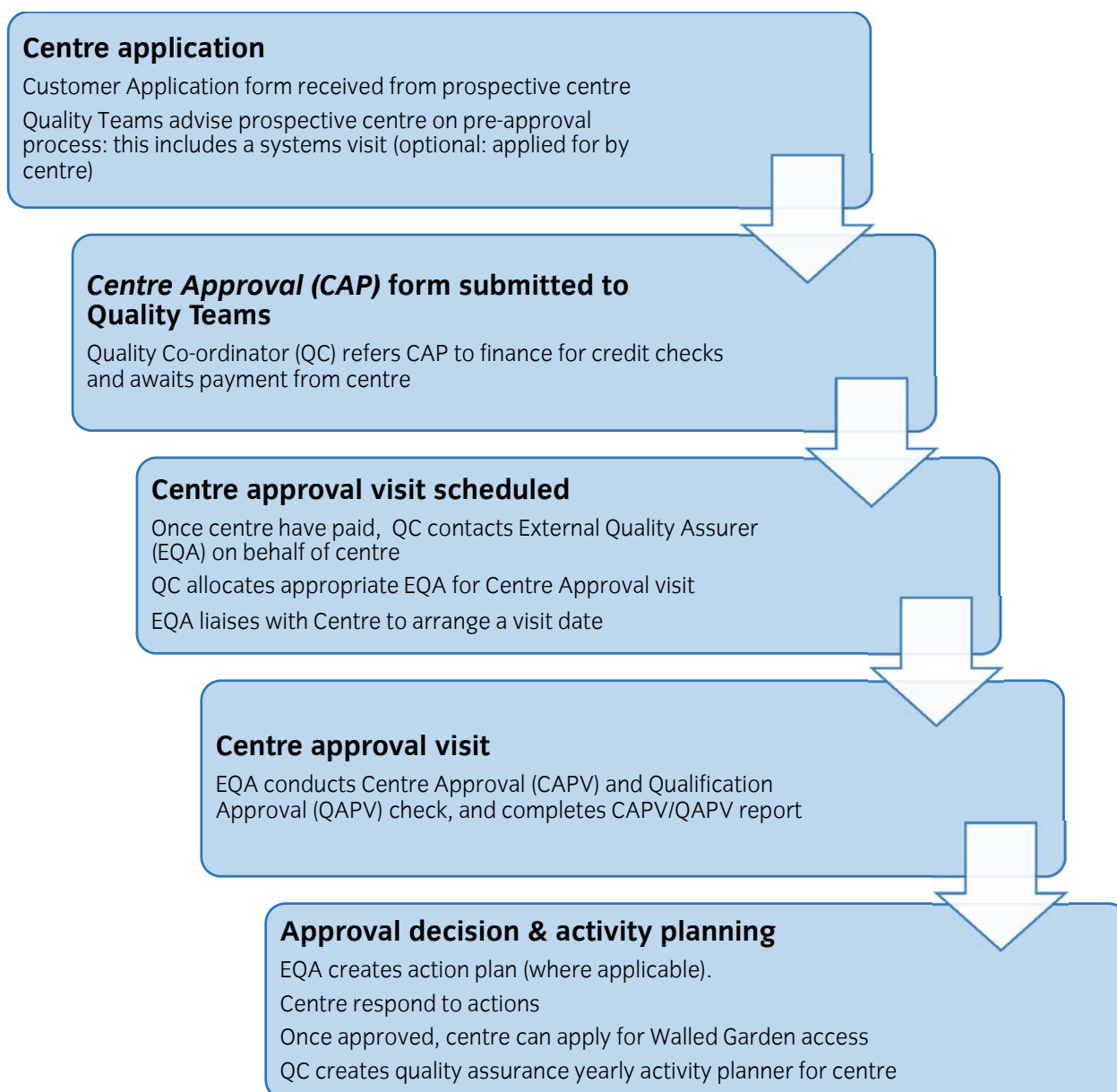
2.6.4 Approval costs

The cost of centre approval is detailed in the *Centre Charges List*, which is available in the 'Applications for Centres' section of the website.

A centre approval fee is payable before the Quality Teams begin to process any CAP forms. Please note that once the centre approval process has started (defined as the point at which the CAP form and associated documentation has been acknowledged by City & Guilds) the approval fee is non-refundable. Failure to pay this fee promptly may result in a delay to the progress of a prospective centre's application.

2.7 Centre approval

This diagram shows the key stages in the centre approval process.



2.7.1 Centre application

The approval process focuses on the centre approval criteria that a prospective centre *must* meet in order to be approved. The full set of criteria are listed in *Our Quality Assurance Requirements*, along with examples of the types of evidence prospective centres must produce in order to demonstrate how they meet each criteria. Centres must ensure that all centre staff involved in assessment and quality assurance familiarise themselves with this document, along with this *Centre Manual*.

2.7.2 Centre Approval (CAP) form

The *Centre Approval (CAP)* form outlines the requirements and information required from a prospective centre. These include:

- Contact details
- Business information
- Data systems
- Systems procedures and resources
- Learner support
- Centre quality performance
- Qualification details
- Delivery and resources
- Possible sources of evidence to support the application
- Payment method

Please note that there will be additional requirements that apply for specific qualifications.

2.7.3 Centre approval visits

Approval visits are normally made by EQAs, who are allocated by the Quality Teams. They will seek evidence to confirm that the prospective centre meets the centre approval criteria, and ensure that all systems, processes and procedures are in place. Please note that the allocation of EQAs is at the discretion of City & Guilds.

The duration of the visit will vary, depending on the time needed to complete activities. It is anticipated, however, that it will be normally at least half a day.

At the end of the visit the EQA will complete a CAPV / QAPV form which will include an action plan and approval recommendation. This will be discussed with the centre quality contact then submitted to the Quality Teams. A copy of this report will also be made available to the prospective centre for their records.

2.7.4 Centre approval decision and activity planning

City & Guilds aims to provide the approval decision within 30 working days of the submission of the completed application, with four possible outcomes:

- (a) Centre approval and qualification approval granted**
- (b) Centre approval and qualification approval granted subject to action plan**
- (c) Centre approval and qualification approval withheld subject to action plan**
- (d) Centre approval and qualification approval denied.**

These four outcomes are outlined in detail below. Please note that centre approval is subject to change should a centre's capacity to meet the centre approval criteria change at any time. City & Guilds reserves the right to withhold centre and qualification approval. If a centre has any questions regarding the approval decision, they should contact the Quality Teams.

(a) Centre approval and qualification approval granted

When a prospective centre is formally notified that centre and qualification approval have been granted, City & Guilds will:

- Recognise the organisation as an approved City & Guilds centre.
- Issue an annual certificate of approval for display at the centre.
- Allocate a centre number within five working days, which will be used in all communications with City & Guilds.
- Allow registration and assessment of learners for the qualification(s) approved

Centre and qualification approval are deemed to have been granted when the City & Guilds Quality Teams confirm the status in writing to the centre, and not before.

(b) & (c) Centre approval and qualification approval granted / withheld subject to action plan

Where there is insufficient evidence to satisfy either the centre or qualification approval criteria, the EQA will develop an action plan which will set out:

- areas that need to be developed further
- an indication of the additional evidence required
- the date by which improvements must be made (this is normally within three months, but this may be subject to change depending on specific circumstances).

Once the action plan has been completed, prospective centres will contact their Quality Teams. The Quality Teams will request evidence to confirm that the centre approval criteria have been satisfied and, if necessary, a second approval visit will be made. Please note, this additional visit will incur a charge.

(d) Centre and qualification approval denied

Where it is clear from the visit undertaken to the prospective centre that they are not in a position to satisfy the City & Guilds approved centre criteria, centre and qualification approval are denied.

2.7.5 Non-active centres

If a centre is non-active (i.e. there are no registrations/certifications for any of its qualification provision) for a period of two years or more, centre approval will automatically lapse. The centre will be informed and will then need to re-apply for centre approval.

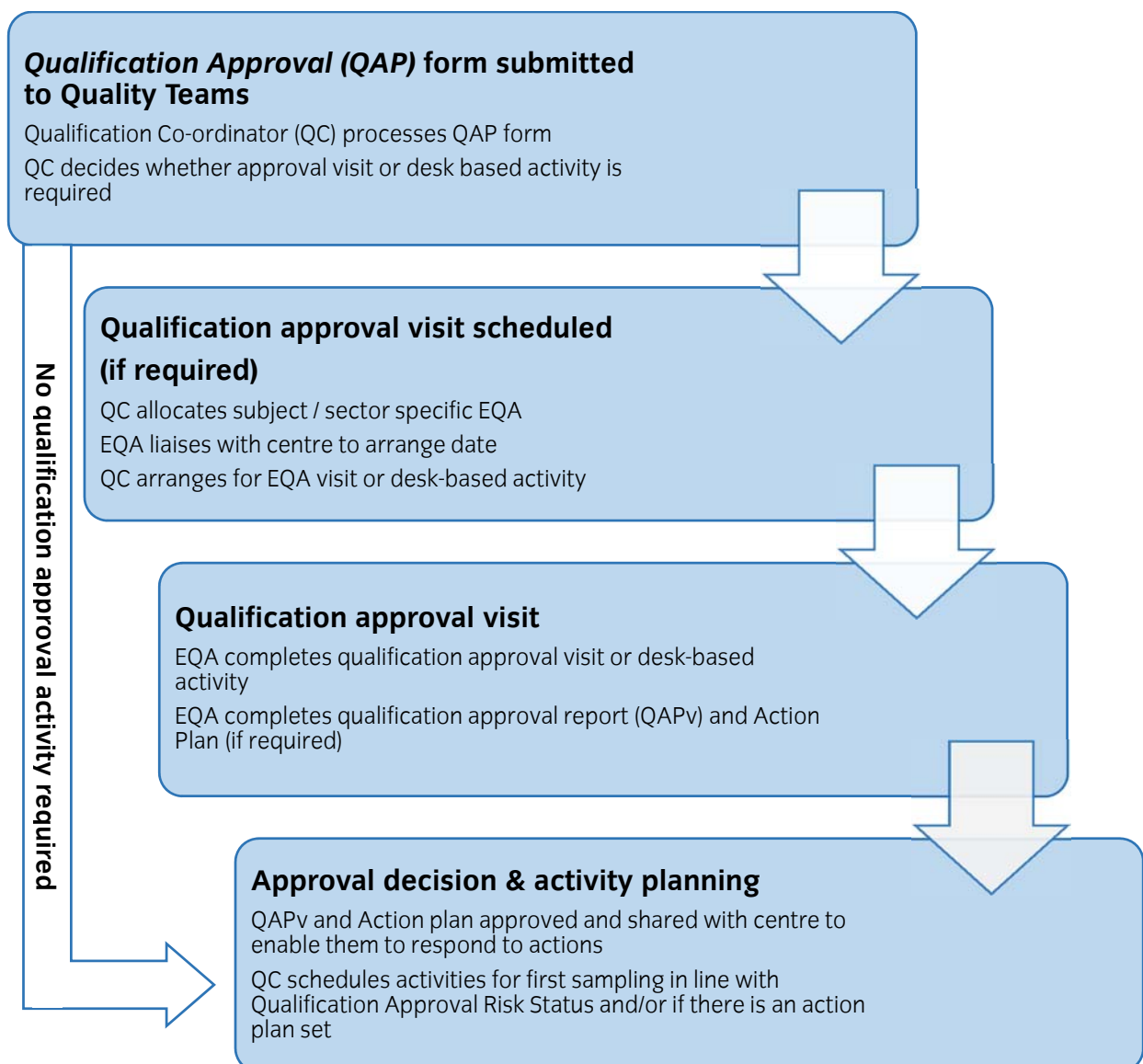
2.7.6 Unique centre number

UPDATE If the approval application is successful centres will be allocated a unique six-digit centre reference number which will be found on both the certificate and the letter sent by the Quality Teams. This is also known as a National Centre Number.

2.8 Qualification approval

Centres can apply to add to the list of qualifications they deliver at any time by following the qualification approval process. As part of the qualification approval package an approval activity by an EQA may be required. This could be an approval visit, or a desk-based activity. For certain qualifications, some centres may be eligible for fast-tracking or automatic approval. In these instances eligible centres will be contacted by City & Guilds. The allocated QC will advise on which of these options will apply.

This diagram shows the key stages of the qualification Approval process.



2.8.1 Qualification Approval (QAP) form

Once a centre has completed and submitted the *Qualification Approval (QAP) Form*, it will be processed by a Quality Co-ordinator. The QAP form is available on Walled Garden.

Typically, a centre must specify or supply:

- details of all other staff involved in delivery. These details should include CVs, role profiles, competence, experience and Continuing Professional Development
- details of the physical resources for delivery
- details of location of delivery and appropriate assessment sites
- details of any third parties the centre works with to deliver the qualification, e.g. sub-contracted providers
- details of how the centre intends to quality assure the qualification.
- the programme outline and content

City & Guilds may, in its absolute discretion, decide to approve or refuse any application for qualification approval. The decision to grant qualification approval is a decision made by City & Guilds on the recommendation of the External Quality Assurer (EQA). The decision will be notified to the prospective centre although City & Guilds is not required to provide reasons. The decision is not subject to an appeal.

2.8.2 Qualification approval visit

If a visit is required, the EQA will agree a visit programme with the centre quality contact in order to:

- confirm any special arrangements
- indicate any points which need clarification
- identify any staff the EQA wishes to meet.

During the visit the EQA will:

- ensure all staff involved with the delivery of the qualification understand their roles and responsibilities
- seek evidence to confirm that the centre has met the qualification approval criteria
- give help or advice as required
- approve documentation as appropriate.

The duration of the visit will vary depending on the time needed to complete the above, but it is anticipated that it will normally be at least half a day.

At the end of the visit the EQA will complete a QAPv form which will include an approval recommendation and may include an action plan, which will be discussed with the centre quality contact and then sent to the Quality Teams. For confirmation a copy of the report will then be made available to the centre.

City & Guilds has the right to reject approval for other qualifications and approval is not deemed to have been granted until this is confirmed in writing to the centre by the City & Guilds Quality Teams.

2.8.3 Qualification approval decision and activity planning

City & Guilds aims to provide the approval decision within 30 working days of the submission of the completed application, with four possible outcomes:

- (a) Qualification approval granted**
- (b) Qualification approval granted subject to action plan**
- (c) Qualification approval withheld subject to action plan**
- (d) Qualification approval denied**

These four outcomes are outlined in detail below. Please note that qualification approval status is subject to change, should a centre's capacity to meet the qualification approval criteria change. City & Guilds reserves the right to withhold qualification approval. If a centre has any questions regarding the approval decision, they should speak to the Quality Teams.

(a) Qualification approval granted

When centres have been formally notified that qualification approval has been granted, they will be able to register learners for the qualification(s) concerned.

Centres will not be able to certificate learners until they have had a positive sampling activity from an EQA. Centres must not enrol learners onto a qualification, or commence assessment until the formal qualification approval letter has been received.

(b) & (c) Qualification approval granted / withheld subject to action plan

Where insufficient evidence to satisfy the qualification approval and assessment criteria has been provided, the EQA will complete an action plan identifying:

- any areas that need to be developed further.
- the date by which improvements must be made and an indication of the additional evidence required.

Once the improvements detailed in the action plan have been completed, the centre should contact the Quality Teams. The Quality Teams will then request

evidence to confirm that the qualification approval criteria have been satisfied and, if necessary, a second approval visit will be made. This additional visit will incur a charge.

(d) Qualification approval denied

City & Guilds reserve the right to deny qualification approval, where it is clear from activities undertaken and visit(s) to the organisation that the centre is not in a position to satisfy the qualification approval.

2.8.4 Fast-track and automatic approvals

NEW For certain City & Guilds qualifications, centres may be eligible for either the 'fast-track' or 'automatic' approval process.

Fast track approval is a streamlined qualification approval process for existing centres. Typically, it is used when a qualification is replaced or updated with minor changes. Centres already approved to offer the preceding qualifications may be eligible for fast track approval subject to them submitting an application on the appropriate form, supplied by City & Guilds.

Automatic approval is used when a qualification is replaced or updated with no changes. In these instances centres already approved to offer the preceding qualification may be eligible to offer the new qualification, without submitting an application. City & Guilds will notify the centre where automatic approval is to be applied for a qualification.

In both instances centres will be risk-assessed to ascertain if they are eligible and will be subject to ongoing quality assurance monitoring, as normal.

2.8.5 Qualification Common Approval

For some qualifications, City & Guilds will accept transferred approvals from other Awarding Organisations and may approve Direct Claim Status (DCS), if a centre currently has this with the original Awarding Organisation.

City & Guilds are provisionally prepared to approve centres provided that the following information is provided:

- a completed copy of a Qualification Approval (QAP) Form
- two positive EQA reports from the original Awarding Organisation (one within the last 12 months)
- a letter from the original Awarding Organisation confirming that DCS applies to the qualification at the time that it is being transferred.

The centre will then receive an EQA visit within three months of qualification common approval, so that DCS for this qualification can be reviewed. For further information on this process and which qualifications may be eligible, please contact the Quality Teams.

2.8.6 Non-active qualifications

If a centre has a non-active qualification (no registrations/certifications) for a period of two years or more, then qualification approval will automatically lapse. The centre will then need to re-apply for qualification approval which will be subject to a charge.

2.9 Accredited training programmes

NEW City & Guilds Accreditation recognises the process and delivery of an organisation's bespoke training programme which doesn't result in a qualification, but has an end assessment. City & Guilds Accreditation evaluates the programme against a benchmark and provides consultant support to ensure that the programme meets City & Guilds accreditation standards. Once approved the training programme is 'accredited' and can be marketed as such for the agreed period.

Accredited training programmes are subject to a separate approval agreement and quality assurance monitoring. Detailed information on this process is available in the *Accreditation Quality Assurance Manual*, available in the *Quality Assurance documents* section of the website.

2.10 Minimum spend threshold

UPDATE To deliver the right quality of service and outcomes to centres and learners, a minimum amount of resources and activity must be allocated to manage each individual approved centre.

- The exact threshold for each year can be found on the website.
- These rules apply to all City & Guilds centres operating in the UK.
- City & Guilds also reserves the right to exempt customers from this threshold.

After approval, City & Guilds reserves the right to charge for additional quality assurance services as per the published charging structure. Further information on the minimum spend threshold can be found on the *Exams and Administration* section of the website for further information.

2.11 Updating centre information

UPDATE It is a requirement that centres keep City & Guilds informed of any changes or potential issues that may affect the ability to meet requirements for delivery and assessment, as soon as they become apparent. This includes:

- Changes to contact details, including centre name or quality contact details (name, address, email etc.).
- Changes to site delivery address or details of any additional sites including satellite centres, additional assessment sites and subcontracted providers.
- Centres undergoing a change of control e.g. change of head of centre.
- Any changes to the staffing of any qualification, (which includes informing City & Guilds if their Walled Garden account will be made inactive),
- If an organisation intends to stop operating as a City & Guilds centre. In this instance the Quality Teams will contact the centre to explain the process in full.

Centres must inform City & Guilds of any changes by completing and submitting electronically the *Centre Update Form* (CU Form). This form is available on Walled Garden, as well as in the *Application for Centres* section of the website. It must be completed whenever there has been a change affecting the information provided on the CAP Form, QAP Form or any previous CU Form.

Please note, failure to update City & Guilds with regards to changes to centre information can affect a centre's qualification or centre approval. For further information please refer to *Our Quality Assurance Requirements*.

Where substantial changes have taken place in a centre, particularly in relation to physical and staff resources, the following points should be noted:

- An additional sampling/systems visit may be required to confirm that the approval criteria continue to be met, for which is chargeable at the current rate
- It may be necessary to withhold certification until an additional visit has been made and a satisfactory report received. Centres will be kept fully informed of all actions and decisions taken in these instances.

2.12 Alternative Locations and Subcontractors

NEW Centres may use alternative locations and/or subcontractors for the delivery and assessment of City & Guilds' qualifications. This may be due to a number of factors, depending on the type of centre and qualification(s) being offered. In all instances where alternative locations and/or subcontractors are used Centres must comply with City & Guilds quality assurance requirements.

For detailed information on centre responsibilities and quality assurance requirements, please see the *Alternative Locations & Subcontractors Policy*, available in the *Quality Assurance documents* section of the City & Guilds website.

2.13 Cross-border approval

NEW In all circumstances where a centre seeks to operate across national borders, in order to deliver any aspect of a City & Guilds qualification, it must seek prior approval from City & Guilds.

Please note, this does not apply to the United Kingdom e.g. if a centre in England intends to operate a centre in Scotland.

For detailed information on the quality assurance requirements for any centre wishing to operate in countries other than that where it is located, please see the *Cross-border approval policy*, available in the Quality Assurance section of the City & Guilds website.

2.14 Quality assurance strategy and systems visits

UPDATE After the first year of approval, centres will receive a systems visit. This involves a review of their current quality assurance systems, policies and procedures. The systems visit will identify good practice, and provide information, advice and guidance on any improvements that need to be made.

The Quality Teams will confirm a 12 month plan of quality assurance activities in discussion with the centre. The activities will then be implemented, with an on-going review of the plan by the Quality Teams to ensure that appropriate levels of support and monitoring are in place.

Systems visits will also take place in an ongoing capacity, to ensure that centres' quality assurance systems, policies and procedures continue to meet approval criteria. They will also focus on specific centre needs, as relevant.

For detailed information on centre quality assurance strategies, see *Section 5* of this document.

2.14.1 Quality assurance activities

UPDATE Quality Assurance activities are at the heart of the quality assurance model where each centre is provided with a range of support and monitoring activities tailored to their specific needs.

Activities will be based on the Qualification Approval Risk Status and the centre's development requirements.

For some qualifications (such as short courses), Quality Assurance activities may be tailored to fit the specifics of the course. The Quality Teams will advise centres where this is the case.

For descriptions of the different types of activities, clarifying who, when, where and why the activity is needed, please visit the *Quality Assurance Activities* section of the website.

Please note – for the new Technical Qualifications, ongoing quality assurance monitoring will be supported through the moderation process (see *Section 5* of this document for more information).

2.14.2 Unannounced activities and examination audits

UPDATE City & Guilds staff or representatives will also undertake unannounced activities at centres from time to time. Centres will not be notified in advance of these, but individuals carrying out these activities will carry appropriate ID and letters of authorisation from City & Guilds. Centres are obliged to allow admittance to their centre premises on these occasions and to comply with any reasonable request for access to information, records, staff and learners.

Unannounced activities include examination audits. These are designed to ensure validity, reliability and integrity in the assessment of qualifications and provide the opportunity to get information on centre exam administration and conduct. For 'on-demand' online examinations it is not always possible to undertake unannounced examination audits. In these instances the Quality Teams may contact centres to request information on when these examinations will be administered, in order to plan examination audits.

2.15 Non-compliance

Our Quality Assurance Requirements includes the centre approval and post-approval monitoring criteria that centres must adhere to. All centre staff involved with delivery and administration of City & Guilds qualifications must familiarise themselves with the contents of this document. If an approved centre fails to meet

these criteria, then their Qualification Approval Risk Status will increase and could lead to centre and/or qualification withdrawal.

City & Guilds may also withdraw or suspend centre and/or qualification approval on written notice to the centre at any time. Reasons for this include, but are not limited to:

- If the centre has not complied with the General Terms and Conditions in *Section 3* of this document, with the approval and monitoring criteria, or with any City & Guilds policies, regulations, requirements and procedures
- If there are major deficiencies in the assessment process and City & Guilds reasonably believes that the centre can no longer assure the appropriate quality of assessment provision
- With immediate effect, where City & Guilds are notified of any equivalent sanctions placed on a centre by another Awarding Organisation.

If centre and/or qualification approval has been withdrawn, centres must provide City & Guilds and affected learners with whatever information or support considered to be reasonable within a specified timeframe. In these instances the Quality Teams will advise centres of the process.

City & Guilds may, however, decide not to withdraw approval immediately but to instead discuss the problem with the centre and develop appropriate actions and an agreed timescale period within which to put the issues right.

City & Guilds may decide to suspend all or any centre activities (including the ability to register/certificate learners) for either a specified period of time or indefinitely. This may be in order to see if a situation can be remedied, or in order to protect learners and/or City & Guilds.

Centres have the right to appeal against withdrawal or suspension of centre or qualification approval. See *Section 6* of this document for more information.

2.16 Malpractice

The City & Guilds Investigation & Compliance team will undertake investigations into alleged or suspected malpractice in order to ensure the quality, rigour and consistency of assessment practice, and the validity of certificate claims, with regards to its qualifications.

Malpractice is defined by City & Guilds 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 one or more of the following:

- Internal or external assessment process
- Integrity of a qualification
- Validity of a result or certificate
- Reputation and credibility of City & Guilds.

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.

If a centre discovers or suspects malpractice, the head of centre is required to report it to the Investigation & Compliance team within 10 working days and prior to the commencement of any internal investigation. Failure to do so may affect a Centre's Monitoring Rating.

Where malpractice or maladministration is suspected in a centre, or a partner organisation involved in administering or assessing the qualification, City & Guilds may:

1. immediately suspend the centre from registering learners, undertaking examinations and/or making claims for certification
2. investigate whether the safeguards at the centre are up to the standard required to guarantee valid claims.

Allegations of malpractice can also be disclosed to City & Guilds by individuals (informants) who have concerns relating to examinations or the assessment of qualifications at an approved City & Guilds centre. An informant could be one of the following:

- Parents of learners
- Staff in the centre
- Staff who have left the centre
- Employers
- Staff in other City & Guilds centres

- Regulators and other agencies/organisations
- Other awarding organisations
- External quality assurers
- Examiners
- Police

Regardless of the circumstances or the people involved, City & Guilds will investigate all allegations or suspicions of malpractice in examinations and assessment to protect the integrity of its qualifications and to be fair to centres and learners.

All information which City & Guilds deems necessary in order to investigate and resolve an allegation of malpractice must be provided by the centre.

Failure to report suspected malpractice and/or to co-operate with follow up activity may lead to awards not being made, certificates not being issued, future entries and/or registrations not being accepted or withdrawal of qualification and/or centre approval.

For further information on malpractice and how to report it, please refer to the City & Guilds document *Managing cases of suspected malpractice in assessment and examinations*, available on the website.

2.17 Centre quality assurance roles

UPDATE There are a number of key centre roles involved in the quality assurance process. *Appendix 4* of this document details the requirements and responsibilities of each role involved in the internal quality assurance, assessment and examination process. Centres must identify members of staff to fill each of the centre roles.

In some instances (for example at smaller centres) it may be that one person takes on a number of elements of these roles. In these instances centres must ensure that quality assurance standards are maintained. Centres seeking further guidance should contact the Quality Team.

2.18 Qualification Approval Risk Status

UPDATE As part of the post-approval external quality assurance activities, centres are monitored and awarded a Qualification Approval Risk Status. This is based upon the centre's ability to meet the criteria outlined in *Our Quality Assurance Requirements*. These follow a risk-based assessment strategy, and have the following outcomes:

Qualification Approval Risk Status	Outcome	Reasons
L – Low	The centre has the ability to register learners and claim for certificates at will. This is also known as Direct Claims Status.	Any issues identified could be easily corrected without further consequence and do not have an adverse effect on the learner.
M – Medium	The centre may register learners at will. However, any claims for certification must be agreed by a City & Guilds EQA.	Issues identified could potentially damage the integrity, credibility and validity of the qualification and/or be detrimental to the learner.
H – High	The centre is unable to register or certificate learners.	Issues identified could have a significant impact on the integrity, credibility and validity of the qualification or the effective operation of a centre as a whole, if corrective action is not taken quickly.

Please note - the newly developed Technical Qualifications do not follow this model. While they are subject to the same approval criteria, centres are not able to claim certificates for learners. Additionally the registering and assessment of learners happens within specific windows during the academic year.

2.18.1 Direct Claims Status

Direct Claim Status (DCS) is a term that is used for centres with Low Qualification Approval Risk Status. A centre with DCS can directly claim credit certificates for registered learners without requesting approval from City & Guilds.

2.19 Centre and/or qualification approval withdrawal process

UPDATE Where a centre has centre and/or qualification approval withdrawn, or chooses to withdraw themselves they are no longer able to register learners or certificate learners. Once a centre has approval removed it must not offer City & Guilds qualifications, products and services, or continue to use the City & Guilds logo in any capacity.

In these instances centres will be contacted by City & Guilds to notify them of this. The withdrawal process will be managed by City & Guilds. Where approval is removed for non-compliance or malpractice reasons, City & Guilds is also required to inform the relevant regulator.

Centres who have approval removed have a responsibility to fulfil their legal obligations, as set out in the Terms and Conditions that form part of their contract with City & Guilds (see *Section 3* of this document).

If a centre wishes to appeal the decision to withdraw approval, then they should follow the Appeals procedure detailed in *Section 6* of this document. Where a centre chooses to withdraw itself, they must inform City & Guilds. The Quality Teams will work with the centre to support learners who may be affected by this decision.

2.20 City & Guilds TechBac

NEW City & Guilds TechBac is a new approach to skills-based education for 14-19 year that's been designed to bridge the gap between education and employment.

TechBac has been developed with employers and education providers to offer a unique blend of hands-on technical skills, transferable 'soft' skills and workplace behaviours.

TechBac comprises two main elements;

- Technical skills can be achieved through a core **City & Guilds Technical qualification**, co-created and supported by employers and designed to meet all the latest education reforms, with UCAS points at level 3 for progression to university.
- Workplace skills are achieved through **City & Guilds Workplace Skills** which is a blended approach to learning that brings together multiple experiences to ensure workplace skills thread throughout the TechBac experience.

Both components of TechBac are subject to approval and ongoing quality assuring monitoring.

For further information, visit www.cityandguilds.com/techbac.

2.20.1 City & Guilds Technical qualifications approval

NEW City & Guilds Technical Qualifications can be taken as standalone qualifications, or as part of the TechBac.

The approval process is the same as with other City & Guilds qualifications. All centres will receive a qualification approval visit as part of the process. Technical Qualifications follow the structure and timetable of an academic year. In addition, for KS5 qualifications, centres must also complete a plan showing;

- how their planned provision will allow every learner to experience meaningful employer involvement; and
- from where sufficient and suitable industry practitioners are expected to be sourced.

2.20.2 Employer involvement requirement for Technical qualifications

NEW Employer involvement is a mandatory component of the delivery and assessment of Key Stage 5 Technical Qualifications for 16-19 year olds. The employer involvement component does not contribute to the overall qualification grading, but is a requirement that all learners must meet. As such it is subject to external quality assurance by City & Guilds.

The *Technical Qualifications - Employer Involvement Centre guidance* document is available in the *Quality Assurance documents* section of the City & Guilds website.

This document:

- provides useful guidance on what employer involvement is and why it's important
- suggests potential methods of involving employers effectively
- details what the requirements are
- explains how City & Guilds will quality assure this requirement.

2.20.3 Workplace Skills approval

NEW To apply for approval to deliver Workplace Skills centres are required to complete a *Workplace Skills Quality Statement*. This is available in the *Application for Centres* section of the website and should be submitted to the City & Guilds Quality Team.

This form represents a centre's commitment to ensuring that the quality assurance requirements for the use of Workplace Skills are being met.

The *Workplace Skills Quality Statement* is available in the 'Applications for Centres' section of the website.

Section 3

General Terms and Conditions

3.1 General Terms

3.1.1 Definitions

Defined terms in the General Terms have the same meaning as those in the Glossary to this Centre Manual. In addition, for the purposes of these General Terms:

Approval Date	the date of Centre Approval;
Approval Fees	the fees charged by City & Guilds to the Centre as part of the centre approval or qualification approval process;
Assessment Materials	any materials in whatever format provided to the Centre by City & Guilds for the sole purpose of assessing a Learner;
Centre	a centre approved by City & Guilds;
Centre Approval	the approval conferred by City & Guilds to confirm that the centre has met the overall quality assurance standard required by City & Guilds in order to deliver Qualifications;
Centre Manual	the document issued by City & Guilds that provides requirements and guidance for: (1) organisations wishing to become Centres; and (2) Centres delivering Qualifications, as updated from time to time by City & Guilds;
City & Guilds Materials	any materials in whatever format (excluding the Assessment Materials) provided to the Centre by City & Guilds for the sole purpose of teaching a Learner
Confidential Information	any information of either City & Guilds (or its Group Companies) or the Centre relating to trade secrets, plans, intentions, product information, know-how, financial information, or affairs, communicated in any form which is marked as confidential or might reasonably be considered to be confidential in nature;
Customer Service Statement	the defined service levels published periodically by City & Guilds as updated and amended from time to time;

Fees	the fees charged by City & Guilds to the Centre, as set out in the Centre Charges list, (as published periodically by City & Guilds and which can be found in the <i>Application For Centres</i> section of the City & Guilds website);
Financial Year	from 1 September to 31 August each year;
Group Company	The Institute of Leadership & Management or any company which is a subsidiary of the City and Guilds of London Institute
Intellectual Property Rights	rights in and to all inventions (whether patentable or not), patents, designs (both registered and unregistered), copyright, database rights, rights in computer software, trade and service marks (both registered and unregistered) and any other intellectual property right or sui generis rights, together with all rights to the grant of and applications for the same and the right to issue proceedings for passing off, and including all similar or analogous rights throughout the world and all future rights of such nature;
Learner	an individual who is registered with City & Guilds to undertake learning;
Learner Data	personal data relating to a Learner who can be identified from that data including Sensitive Learner Data;
Minimum Spend Threshold	the minimum spend threshold set out in the charges list as published periodically by City & Guilds;
Qualification	a City & Guilds programme of study for which City & Guilds has approved the Centre;
Qualification Approval	the approval conferred by City & Guilds to confirm that the Centre has met the standard required by City & Guilds for the delivery of a Qualification or group of related Qualifications including the conduct of examinations and/or assessment of practical competences;
Satellite	a training centre or campus which is associated with a Centre, which meets the approved centre criteria and which is considered part of the Centre for approval and quality assurance purposes;

Sensitive Learner Data	data about a Learner’s racial or ethnic origin, political opinions, religious or similar beliefs, trade union membership, physical or mental health or condition or sexual life, or details of any offences alleged or committed.
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3.2 The agreement

3.2.1 The agreement between City & Guilds and the Centre consists of

- The CAP (centre application);
- The *Centre Manual* (which includes the General Terms);
- The policies, procedures and regulations (including, for the avoidance of doubt *Our Quality Assurance Requirements*); and
- The relevant QAP (qualification approval(s)) and qualification handbook(s).

3.2.2 If there is any conflict between the General Terms, the Centre Manual or any policies, procedures and regulations of City & Guilds, the conflict shall be resolved in accordance with the order of precedence set in clause 3.2.1.

3.2.3 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). Words in the singular shall include the plural and vice versa.

3.3 Term

3.3.1 The agreement between City & Guilds and the Centre shall start on the Approval Date and shall continue in force until City & Guilds or the Centre terminates the agreement in accordance with these General Terms.

3.4 Obligations of the Centre

3.4.1 The Centre shall:

- comply at all times with standard policies, procedures and regulations published/adopted by City & Guilds relating to the Centre Approval and Qualification Approval from time to time updated and notified to the Centre including: (1) this *Centre Manual*; (2) the General Regulations on the Conduct of City & Guilds Qualifications; (3) the Regulations for the Conduct of Examinations (JCQ ICE document); (4) the codes of practice of any relevant regulatory authority; (5) the *Managing cases of suspected malpractice in examinations and assessments* document; and (6) any

other documentation specifying procedures and regulations which may be specific to a particular Qualification;

- upon reasonable request, provide to City & Guilds, its Group Companies, and relevant regulators in a timely manner and at no charge: (1) any information and data, including Learner Data (including telephone numbers and email address) that City & Guilds asks for in order to check that the Centre has complied or is complying with its obligations; and (2) access to the Centre's premises;
- immediately disclose in writing to City & Guilds any conflict of interest which arises or may arise between its status as an approved Centre of City & Guilds and any other activities it may undertake;
- take all reasonable steps to identify and minimise the risk of an occurrence of any incident of malpractice and inform City & Guilds within 10 working days' of becoming aware of the incident;
- remain at all times responsible to City & Guilds for any malpractice involving Centre staff and/or Learners;
- comply at all times with all relevant legislation and directives relevant to its obligations under this agreement;
- Implement the provisions of any action plan within the timescales set out therein;
- **not** hold itself out as in anyway legally entitled to bind City & Guilds or enter into any contractual obligation on behalf of City & Guilds;
- **not** sub-contract to any third party all or any part of its obligations under this agreement except as authorised in writing by City & Guilds and, in relation to any sub-contract, remain liable at all times to City & Guilds for the acts, errors, or omissions of any such sub-contractor;
- **not** offer, accept or receive or agree to give any person or agree to accept or receive from any person any gift or other consideration, which could act as an inducement or a reward for any act or failure to act connected to the activities of the Centre as an approved Centre of City & Guilds;
- **not** offer or promote any City & Guilds qualifications for which it has not received Qualification Approval;
- **not** offer the Qualifications at any location other than the Centre or its Satellites without the prior written approval of City & Guilds;
- **not** operate a Satellite or sub-contract the delivery or assessment of Qualifications without the prior written consent of City & Guilds, or offer assessment for any City & Guilds Qualification other than at the Centre. If City & Guilds provides consent under this clause, the Centre shall:

- ensure that each Satellite or sub-contractor complies with City & Guilds' policies, procedures and regulations relating to the Centre Approval and Qualification Approval;
- actively monitor compliance by the Satellite or subcontractor in accordance with City & Guilds' policies, procedures and regulations relating to the Centre Approval and Qualification Approval; and
- remain primarily liable to City & Guilds for the errors and omissions of any such Satellite or sub-contractor.

3.4.2 The Centre hereby warrants and undertakes to City & Guilds that:

- it is free to enter into this agreement and is not bound by, and not aware of, any circumstances which would prevent the Centre from complying with the terms of Centre Approval or Qualification Approval;
- all information supplied by the Centre for the purposes of Centre Approval and Qualification Approval is genuine and correct;
- it is in compliance, and shall remain in compliance, with all laws relevant to its status as an approved Centre of City & Guilds in the United Kingdom; and
- it shall perform its obligations under this agreement with due care, skill and diligence and ensure its personnel shall have the necessary professional capabilities, qualifications, experience, skills and expertise.

3.4.3 The Centre will make good any loss (including loss of reputation) which City & Guilds incurs as a result of any action, failure to act, or negligence on the part of the Centre or its Satellites, employees, sub-contractors or agents.

3.5 Obligations of City & Guilds

3.5.1 City & Guilds shall use its reasonable endeavours to:

- deal with the Centre in accordance with the Customer Service Statement and the Centre Manual; and
- provide reasonable guidance and support to the Centre on the delivery of Qualifications including the administrative, assessment and quality assurance requirements necessary to ensure compliance with the criteria for Centre Approval or Qualification Approval.

3.5.2 If City & Guilds' performance of its obligations under this agreement is prevented or delayed by any act or omission of the Centre, its Satellites, employees, sub-

contractors or agents, or any other event beyond the reasonable control of City & Guilds, then City & Guilds shall not be liable for any costs, charges or losses incurred by the Centre that arise directly or indirectly from such prevention or delay.

3.6 Fees

3.6.1 City & Guilds reserves the right to review the Fees and shall inform the Centre in writing of any changes.

3.6.2 The Centre shall pay any Approval Fees on a non-refundable basis as part of Centre Approval and any Qualification Approval and in advance of any visit arrangements being made or approval being granted.

3.6.3 The Centre shall pay all other Fees (except the Approval Fees) by direct debit or within 28 days of the date of invoice by cheque, BACS, credit or debit cards or Sterling Bank Draft.

3.6.4 Any and all expenses, costs, and charges incurred by the Centre in the performance of its obligations under this agreement shall be paid by the Centre unless City & Guilds has expressly agreed beforehand in writing to pay such expenses, costs and charges.

3.6.5 The Fees and any other payments due to City & Guilds exclude any applicable VAT or other applicable sales tax which if applicable City & Guilds shall add to its invoices at the appropriate rate.

3.6.6 If the Centre fails to make any payment due to City & Guilds under this agreement by the due date for payment, City & Guilds reserves the right to:

- charge interest on the overdue amount at the rate of 4% per annum above the base rate of the Bank of England. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment;
- withhold the issue of examination papers and certificates;
- suspend processing of registrations, results and certificates; and
- serve notice of termination of the Centre Approval under clause 3.13 and, if so, for the period from the notice to the date of termination, City & Guilds shall suspend the Centre's right to register new candidates and shall charge the Centre at its standard rates for any services provided to the Centre in relation to those Learners registered with the Centre as at the date of the notice of termination.

3.6.7 The Centre acknowledges that if City & Guilds exercises its rights under clause 3.6.6, City & Guilds shall have no liability for any loss (whether direct or indirect) incurred by the Centre arising therefrom.

3.6.8 After the end of each Financial Year, City & Guilds shall calculate the total Fees paid by the Centre during that Financial Year and, where the total Fees are below the Minimum Spend Threshold, City & Guilds reserves the right to charge the Centre for the amount by which the total Fees for that Financial Year falls below the Minimum Spend Threshold for that Financial Year.

3.7 Intellectual Property Rights

3.7.1 The Intellectual Property Rights in and to the Qualifications, Assessment Materials, City & Guilds Materials, and any other materials provided to the Centre by or on behalf of City & Guilds shall at all times (as between the parties) remain the intellectual property of City & Guilds.

3.7.2 If the Centre wishes to use the City & Guilds Approved Centre logo (“**Trade Mark**”) in the United Kingdom, it shall:

- obtain the Trade Mark from City & Guilds only and from no other source; and
- agree to the terms and conditions of use of the Trade Mark as notified by City & Guilds; and until it has complied with this clause 3.7.2, the Centre shall make no use of the Trade Mark.

3.7.3 The Centre shall not use any other form of the Trade Mark (or any other trade name, trade mark, and/ or logo of City & Guilds) without prior written consent of City & Guilds.

3.8 Use of City & Guilds Materials and Assessment Materials

3.8.1 City & Guilds hereby grants to the Centre a non-exclusive, non-transferable licence to use the Assessment Materials and the City & Guilds Materials in accordance with this clause 3.8, provided that the Centre shall:

- *not* sell, or otherwise charge for the use of, the City & Guilds Materials or Assessment Materials;
- *not* alter the City & Guilds Material or Assessment Materials, or use them in a derogatory manner or a misleading context;
- *not* use the City & Guilds Materials or Assessment Materials for any purpose other than as set out in this clause 3.8 without the prior written consent of City & Guilds;
- make the City & Guilds Materials (but not the Assessment Materials) available in pdf format on an intranet provided that the intranet is only accessible only to the Centre’s staff and Learners;
- update the City & Guilds Materials and/or Assessment Materials as soon as reasonably possible after notification from City & Guilds of a new edition of the relevant City & Guilds Materials and/or Assessment Materials; and
- ensure that its Satellites, employees, agents and contractors are aware of and comply with the terms on which the City & Guilds Materials and Assessment Materials may be used.

3.8.2 City & Guilds may terminate the licence to use the City & Guilds Materials and/or Assessment Materials on reasonable written notice to the Centre.

3.8.3 The Centre may make reasonable copies of the City & Guilds Materials for its Learners provided that it includes the following copyright notice on any such

copies: "Copyright © The City and Guilds of London Institute [date as given in the document concerned].

3.8.4 In relation to Assessment Materials, the Centre shall:

- at all times use the Assessment Materials solely:
 - in accordance with: (1) the Joint Council for Qualifications Instructions for Conducting Examinations Regulations; (2) the City & Guilds Standard Copying Conditions; (3) and any specific requirements set out in the Handbook for Qualifications;
 - for the purpose of formal, summative assessment leading to the award of credit / qualification and not for any other purpose (including teaching, revision, as practice assessments or for commercial purposes);
- ensure that the Assessment Materials are only accessible to Learners during formal summative assessment;
- ensure that Learner portfolios do not contain the Assessment Materials (unless otherwise stated) although for the avoidance of doubt nothing shall prevent such portfolios from containing assessment results referenced to the assessment;
- not make public, in any format, the Assessment Materials either in part or in full;
- at all times securely handle the Assessment Materials and under no circumstances share them with any third party organisations or individuals;
- not (without the prior written consent of City & Guilds via the EQA), convert the Assessment Material for storage and retrieval in electronic form (including any form of e-assessment or e-learning system); and
- provide access, on request, to City & Guilds to the system(s) on which the Assessment Materials appear.

3.9 Data Protection

3.9.1 In relation to any Learner Data, the Centre must:

- comply with its obligations under the Data Protection Act including the Data Protection Principles;
- inform its Learners in writing of the Learner Data that it collects and the purposes for which it is collected (which shall include as a minimum the transfer of the Learner Data for the purposes set out in section 4 of *Our Quality Assurance Requirements*);
- obtain the prior written consent of each Learner to the transfer of his/her Learner Data to City & Guilds for the purposes of quality assurance, confirming assessment results, awarding certificates and informing its regulatory and other relevant industry bodies;
- ensure adequate technical and organisational security measures are in place to prevent unauthorised access to or loss and/or destruction of the Learner Data and, at the request of City & Guilds, provide to City & Guilds

all necessary information to verify the existence and extent of all such security measures.

3.9.2 If the Centre receives any complaint, notice, or communication which relates directly or indirectly to the processing of Learner Data by City & Guilds or to the Centre's compliance with the Data Protection Act including the Data Protection Principles, the Centre shall immediately notify City & Guilds in writing and provide City & Guilds with full co-operation and assistance in relation to investigating any such complaint, notice, or communication.

3.9.3 The Centre shall indemnify City & Guilds for any loss City & Guilds suffers as a result of the Centre's failure to comply with Data Protection Act including the Data Protection Principles.

3.10 Confidentiality

3.10.1 City & Guilds and the Centre shall each:

- keep the Confidential Information of the other party confidential;
- use the Confidential Information of the other party only as strictly necessary to perform its obligations under this agreement;
- *not* disclose (without the other party's prior written consent) any Confidential Information of the other party except: (1) to its employees, sub-contractors, or professional advisers who need to know such information; or (2) as may be required by law, court order or any governmental or regulatory authority; and
- ensure that its employees, sub-contractors, and professional advisers to whom it discloses the other party's Confidential Information comply with obligations of confidentiality equivalent to those set out in this clause.

3.10.2 Upon termination of this agreement (and therefore Centre Approval) for whatever reason the Centre shall: (1) return to City & Guilds all Confidential Information, reports, papers (including photocopies) and other property or any media belonging to City & Guilds which is in its possession or under its control; and (2) *not* retain any copies of any of the information to be returned to City & Guilds.

3.11 Limitation of Liability

3.11.1 Nothing in this agreement limits or excludes the liability of City & Guilds for: (1) death or personal injury; (2) fraud or fraudulent misrepresentation; or (3) any other liability for which liability may not by law be limited or excluded.

3.11.2 Subject to clause 3.11.1, City & Guilds shall not be liable to the Centre for: (1) loss of profits, business, anticipated savings, goods, or contract; (2) depletion of goodwill and/or similar losses; (3) loss or corruption of data or information; or (4) any special, indirect or consequential loss, costs, damages, charges or expenses.

3.11.3 Subject to clauses 3.11.1 and 3.11.2, the total liability of City & Guilds to the Centre for any losses, damages, costs, claims, or expenses of any kind arising out of or in connection with this agreement shall not exceed 125% of the Fees paid to City & Guilds in the 12 months immediately preceding the date on which liability arose.

3.12 Suspension

3.12.1 City & Guilds may serve written notice to the Centre, at its sole discretion, to suspend Centre Approval and/or any Qualification Approval in relation to the Centre itself and/or one or more of its Satellites for a period of time that City & Guilds deems appropriate in circumstances set out in *Our Quality Assurance Requirements*, or if the Centre:

- is in breach of any of the terms of this agreement;
- is subject to any findings of irregularities or malpractice in any of its activities as a Centre;
- is subject to any allegations relating to irregularities or malpractice in any of its activities as a Centre;
- is subject to an investigation by City & Guilds into a serious complaint or material breach of any of the terms of this agreement;
- has failed to remedy any actions or sanctions issued by City & Guilds relating to Centre Approval or Qualification Approval within the prescribed time; or
- fails to pay any charges when due in accordance with clause 3.6, except where the charges are subject to a bona fide dispute.

3.12.2 Upon suspension of Centre Approval or Qualifications Approval, City & Guilds may:

- withhold the issue of or access to Assessment Materials and Learner certificates; and/or
- suspend processing of Learner registrations and Learner results;

and the Centre acknowledges that if City & Guilds exercises its rights under this clause, City & Guilds shall have no liability for any loss (whether direct or indirect) incurred by the Centre arising therefrom.

3.13 Termination

3.13.1 Either City & Guilds or the Centre may terminate this agreement (and therefore Centre Approval) for any reason by providing three (3) months' written notice to the other party.

3.13.2 City & Guilds may terminate this agreement (and therefore Centre Approval) immediately on written notice if the Centre:

- is in material or persistent breach of any of the terms of this agreement (including the policies, procedures or regulations of City & Guilds notified to the Centre) and, if capable of remedy, has failed to remedy the breach within thirty (30) days of receiving a notice requiring it to do so, or a reasonable shorter period specified in the notice;
- has failed to implement an action plan imposed by City & Guilds within agreed timescales;
- has serious deficiencies in the assessment process;
- in the reasonable opinion of City & Guilds, can no longer assure the appropriate level of quality of assessment provision;
- ceases or threatens to cease to trade; or becomes bankrupt or makes any arrangement or composition with its creditors; or goes into liquidation; or has a receiver or manager appointed over its business or any of the property or assets of the business;
- undergoes a change of control;
- its employees, management or contractors commit or have committed any act of dishonesty or engages or has engaged in any misconduct which in the reasonable opinion of City & Guilds brings or has brought City & Guilds into disrepute;
- has been subject to suspension of any Qualification Approvals for more than three (3) months;
- has not registered any Learners with City & Guilds for more than two years; or
- is subject to any equivalent sanction placed on it by another awarding organisation.

3.13.3 City & Guilds may terminate any Qualification Approvals by providing three (3) months' written notice to the Centre or immediately on written notice for any reason set out in clause 3.13.2. Except in relation to the Qualification Approvals that are subject to the termination notice, this agreement shall remain in full force and effect.

3.14 Effects of Termination

3.14.1 Upon termination of this agreement (and therefore Centre Approval) for whatever reason the Centre shall:

- provide to City & Guilds as soon as reasonably practical all information it reasonably requires (including names, addresses and contact details for Learners such as email addresses and telephone numbers) as requested by City & Guilds); and
- deliver to City & Guilds, within fourteen (14) days' of the request, the Centre Approval certificate and any databases, records and materials created, compiled and/or obtained by the Centre in connection with this agreement;
- pay to City & Guilds all money due and outstanding to City & Guilds under this agreement;
- comply with any requests by City & Guilds that have the purpose of enabling Learners to complete the course that they have started; and
- cease to use the Trade Mark, name, or any other logo of City & Guilds.

3.14.2 Any withdrawal or suspension of Qualification Approval and/or Centre Approval or termination of this agreement will also equate to withdrawal, suspension or termination of any Satellites unless otherwise agreed by City & Guilds in writing.

3.14.3 Termination of this agreement (and therefore Centre Approval) for whatever reason shall be without prejudice to the accrued rights, remedies and obligations of either City & Guilds or the Centre.

3.14.4 This clause and clauses 3.7.1, 3.7.3, 3.9 to 3.11 and 3.18.9 shall survive the termination of this agreement for whatever reason.

3.15 Force Majeure

3.15.1 Neither party shall be liable to the other party for any delay or non-performance of its obligations under this agreement to the extent that its performance is interrupted or prevented by anything beyond its reasonable control. Such delay or failure shall not be a breach of this agreement and the time for performance shall be extended by a period equivalent to that during which performance is so interrupted or prevented.

3.15.2 If such delay or failure persist for sixty (60) days or such shorter period as is reasonable in the circumstances the party not affected may, at its option and if it is reasonable for it to do so, terminate this agreement by giving fourteen (14) days' written notice to the other party.

3.16 Notices

3.16.1 Any notices required to be given under this agreement, shall be sent either:

- by first class post, which shall be deemed to be received the next working day; or
- by electronic mail, which shall be deemed to be received upon actual transmission, provided that the sender does not receive any indication that the electronic mail message has not been successfully transmitted to and received by the intended recipient.

3.16.2 If deemed receipt is not within business hours (meaning 09.00 to 17.00 Monday to Friday on a day that is not a public holiday in the place of receipt), the notice is deemed to have been received when business next starts in the place of receipt.

3.17 Amendments

3.17.1 City & Guilds may on (thirty) 30 days' written notice to the Centre amend this agreement (including for the avoidance of doubt, the Centre Manual) and the amendments shall become final and binding on the parties unless, during that 30-day notice period, the Centre objects to the proposed amendments and services, written notice on City & Guilds to terminate the agreement.

3.18 General

3.18.1 This agreement represents the entire agreement between City & Guilds and the Centre in relation to provision of the status of approved Centre of City & Guilds and supersedes and invalidates all prior oral and written communications, understandings, representations or warranties (except those made fraudulently) and City & Guilds and the Centre warrant to each other that it has not relied on any such communications, understandings, representations or warranties in entering into this agreement.

3.18.2 If any provision of this agreement is found to be invalid, illegal or unenforceable, it shall apply with the minimum modification necessary to make it legal, valid or enforceable and the remainder of this agreement shall not be affected.

3.18.3 Nothing in this agreement shall be construed as establishing or implying any partnership, joint venture, or any relationship of employment or of principal and agent, between City & Guilds or the Centre.

3.18.4 The Centre shall not be entitled to assign or otherwise transfer or dispose of this agreement or any of its rights, benefits or obligations under it (including its status as a City & Guilds approved centre) in whole or in part without the prior written consent of City & Guilds.

- 3.18.5** City & Guilds shall be entitled to assign or otherwise transfer or dispose of this agreement or any of its rights, benefits or obligations under it in whole or in part to any of its Group Companies.
- 3.18.6** No failure or delay by either City & Guilds or the Centre to exercise any power or right under this agreement shall operate as a waiver of it, nor shall any single or partial exercise of such rights or powers preclude any other or further exercise of the right or power.
- 3.18.7** Any of the rights or remedies of City & Guilds or the Centre under this agreement may at any time be enforced separately or concurrently with any other rights and remedies whether under this agreement or arising by operation of law with the effect that the rights and remedies are cumulative and not exclusive of each other.
- 3.18.8** A person who is not a party to this agreement (including Satellites) shall have no rights to enforce any of its terms.
- 3.18.9** This agreement is governed by the Law of England and Wales and the non-exclusive jurisdiction of the Courts of England and Wales provided that City & Guilds shall have the exclusive right to waive this provision and to take action against a Centre in any jurisdiction.

Part C:

Centres

**Systems, Registration and Data Management,
Assessment, Complaints & Appeals**

Section 4

Systems

4.1 Walled Garden

Walled Garden is a secure interactive online administration service for centres. It requires authorisation from the head of centre to set up user accounts. To apply for an account centres should visit **www.walledgarden.com**

New centres going through the approval process with City & Guilds may need to have had their first EQA visit before they can apply for a Walled Garden account.

4.1.1 Key functions

Walled Garden allows users to:

- Submit registrations, exam entries and results
- Order publications
- View the catalogue for qualification information
- View various reports

The City & Guilds website has an extensive list of support materials to help with centre administration via the Walled Garden, including details of the different types of user account available.

For further information please visit **www.cityandguilds.com/walledgarden**

4.1.2 Walled Garden Quality Portal

NEW A new feature of Walled Garden is the Quality Portal. This is designed to improve the way the management of quality assurance activities by eliminating a number of manual tasks and allow centres more control and visibility. Within the Walled Garden Quality Portal centres can do a number of things online, such as:

- view what level of approval they have for every qualification;
- find out who their External Quality Assurers are;
- view when quality assurance activities (visits or remotes) are planned for the centre;
- display and print Centre Activity Reports (CAR), and all other quality related forms;
- submit a Qualification Approval Application (QAP) and track its progress;
- submit activity planning documents (CA2 form), and Centre Update forms.

4.2 E-assessment and e-volve

Assessments designed to be carried out electronically (e-assessments) are delivered via the City & Guilds e-volve system. A paper-based equivalent can only be provided under exceptional circumstances (i.e. for learners with particular requirements). In such cases, these learner scores will be calibrated to match the e-assessment tests.

All e-assessment tests must be carried out under invigilated examination conditions with regard to the *JCQ Instructions for Conducting Examinations* (including Health and Safety), system failure and back-up procedures, security and integrity of learner data, and the *Data Protection Act (1988)*. Functional Skills are not governed by the JCQ guidance, so for these examinations please refer to the *Functional Skills Administration Handbook*. Failure to do so could result in inadvertent centre or learner malpractice.

All e-assessments are subject to examination audits as part of City & Guilds' external quality assurance monitoring.

The following table includes general criteria for qualifications where learners will be assessed either in part or wholly by computer using City & Guilds' e-assessment platform. These criteria will be applied in conjunction with the centre requirements for electronic assessment records and portfolios.

Criteria	Example of evidence
Centre accepts that an examination designed for delivery by computer can only be delivered by this means, and that a paper-based equivalent can only be provided under exceptional circumstances	Agreement with City & Guilds
Centre can run City & Guilds examination delivery software on available computing resources that meet a minimum specification to be supplied by City & Guilds	Demonstration that the software works on the centre's computers.
Centre has sufficient and appropriately specified computers for examining all learners in one or consecutive examination sessions.	Audit of computing resources that meet required specification.

Criteria	Example of evidence
Centre can train learners in using all relevant aspects of the e-assessment software prior to the examination.	Practice sessions scheduled as part of qualification delivery. Learner records indicating that practice was received.
Centre can show that it has IT staff with the appropriate experience and/or qualifications for managing the technical delivery of e-assessment tests and other staff who can invigilate such examinations.	CVs of relevant staff. Demonstration / mock examination session.

In order to become an e-assessment testing centre, there are minimum technical requirements which need to be met. These relate to the hardware, software and internet connection. A centre's ability to run the e-assessment software according to City & Guilds' requirements will constitute, in part, the approval criteria for delivering qualifications involving e-assessment. This will be monitored by City & Guilds as part of a centre's external quality assurance activities. Please see *Our Quality Assurance Requirements* for further detail.

For further information on how to become an e-evolve centre, including details about the minimum technical requirements to run e-evolve, visit www.cityandguilds.com/welcometoevolve

4.3 Electronic Data Interchange (EDI)

Electronic Data Interchange (EDI) is the electronic communication of exam related data back and forth between City & Guilds and centres.

Centres may make registrations and entries or submit results from their Management Information System (MIS) electronically as a data file which can be sent to City & Guilds, preferably via the Walled Garden.

For further information, please email centresupport@cityandguilds.com

4.4 ManageAssess for Technical Qualifications

NEW For the newly developed Technical Qualifications, City & Guilds uses a web-based platform, ManageAssess, to manage the storage, marking and moderation of candidate evidence, allowing evidence to be uploaded in the centre, and shared with the moderator. For information on the minimum system requirements for the platform, please see the *Technical Qualifications – Marking and Moderation* guidance document, which is available in the Quality Assurance documents section of the City & Guilds website.

4.5 Charges and Payments

Fees for centres are detailed in the *Centre Charges List* which is available on the *Application for Centres* section of the website. If fees change, this information will also be displayed on the website.

The preferred method of payment is by Direct Debit, however cheques, BACS, credit and debit card payments and Sterling bank drafts are also accepted.

Section 5

Registration and Data Management

5.1 Registration

This section outlines the requirements for centres registering learners for City & Guilds qualifications. Failure to comply with these requirements may impact on centre and qualification approval.

5.1.1 Registration of learners

Learners must be registered for a qualification through the Walled Garden. For further information on how to do this, please refer to the Walled Garden Support Document section at www.cityandguilds.com/walledgarden

5.1.2 Registration of learners within 12 weeks

Learners must be registered with City & Guilds for a qualification within 12 weeks of commencing the programme. There are some exceptions to this (for example for short course programmes). Please refer to specific qualification and/or assessment documentation for details of any exceptions.

Even for exceptions of the 12 week rule, learners must be registered before accessing any live assessment material or undergoing any formal assessment.

5.1.3 10 week rule between registration and certification

Scottish Vocational Qualifications (SVQs) and Workplace Core Skills are subject to the 10 week rule. This means that there must be a 10 week period between entry and certification. Therefore, for these qualifications only, Walled Garden stops centres certifying learners within a 10 week period from the point of registration.

5.1.4 Registering learners and centre responsibility

NEW The centre that registers and certifies learners is responsible for them. This includes the management of all quality assurance, compliance and potential malpractice issues associated with these learners.

Please note that during quality monitoring visits, EQAs will not look at the work of any learner who is not registered with City & Guilds.

5.1.5 Unique Learner Number

UPDATE

All centres funded for Further Education and work-based learning in England, Wales and Northern Ireland must register each recorded learner with a Unique Learner Number (ULN).

Further information on how to register centres and gain access to the Learning Records Service can be found at the Skills Funding Agency website at www.gov.uk/government/organisations/skills-funding-agency

5.1.6 Access arrangements and reasonable adjustments

City & Guilds supports equal opportunities in education, training and employment and is committed to ensuring that anyone who wants to gain qualifications or awards faces no unnecessary barriers in doing so. There are a number of access arrangements and reasonable adjustments available to eligible learners to ensure that they are not disadvantaged in any way.

For more information and support relating to learners who are eligible, please visit the *Access arrangements and Reasonable adjustments* section of the website.

5.1.7 Assessments in a language other than English, Welsh and Irish (Gaeilge)

City & Guilds has a responsibility to ensure that learners can be assessed in the following languages only:

- English or Irish in Northern Ireland
- English or Welsh in England and Wales

City & Guilds may allow assessment in a language other than English, Welsh or Irish (Gaeilge) provided that:

- the assessment is comparable to that offered in English, Welsh or Irish (Gaeilge)
- in qualifications designed for the workplace, lack of proficiency in English, Welsh or Irish (Gaeilge) does not prevent the learner from properly carrying out the role that is supported by the qualification.

Assessment in British Sign Language or Irish Sign Language may be permitted as an access arrangement.

5.1.8 Learners transferring to another centre

UPDATE Centres must inform the Quality Teams where they have learners who have transferred from another centre.

When learners transfer from one centre to another all assessment records must be transferred with the learners to their new centre. The new centre must check registration details of learners that have been transferred.

Responsibility for the learners rests with the new centre they are registered at.

5.1.9 Centre staff or invigilators registered for a City & Guilds qualification

UPDATE Centres must inform the Quality Teams if they wish to register a member of staff or invigilator for a qualification. This must be done before they undertake any assessments. Failure to notify City & Guilds could affect the Qualification Approval Risk status and/or may constitute malpractice.

Members of staff should only undertake assessments if they are registered to complete the qualification.

Centre staff cannot undertake a City & Guilds qualification while they are teaching or assessing that qualification at that centre.

Where this happens, City & Guilds will invalidate the relevant certificates.

5.2 Data management

This section outlines the data management requirements for centres. Failure to comply with these requirements could affect qualification and/or centre approval.

5.2.1 Data protection

The *Data Protection Act 1998* ('Act') places obligations on those that control and process information relating to individuals.

Centres must provide the following learner information to City & Guilds upon request:

- information which relates to a living individual who can be identified from that information ('personal data')
- information relating to a living individual's racial or ethnic origin, political opinions, religious beliefs, mental health, sexual life, trade union membership or criminal convictions or proceedings relating to any criminal charges against such individual ('sensitive information')

5.2.2 The Data Protection notice

When collecting personal data, centres must ensure that its learners are aware of the data that will be collected and how it will be used.

This can be done using a data protection notice. However, it is the responsibility of centres to ensure that the notice(s) they use are at all times accurate and compliant with any relevant data protection laws. Centres must produce their data protection notices upon request by City & Guilds.

Centre data protection notices must allow centres to transfer data to City & Guilds:

- in relation to personal data for the following purposes:
 - to undertake administration in relation to the qualification for which the learner is registered, including providing centres with a certificate on successful completion of the learner's qualification or specified units of it
 - to contact learners directly in relation to City & Guilds centre approval or qualification approval and/or quality assurance purposes undertaken by City & Guilds for the qualifications for which the learner is registered; and investigations into allegations of suspected malpractice
 - to inform learners of products or services offered by City & Guilds
 - to disclose to its regulators or for the purposes of apprenticeships to the relevant sector skills councils where so required

- to disclose to relevant industry bodies such as UCAS for the purpose of confirming university and college places
- to disclose to relevant industry bodies, where so required by law, to;
 - account for learners where there is a requirement to do so; and
 - contact a learner directly if there is a requirement for such bodies and the information is not readily accessible by other means.
- in relation to sensitive personal data, for the following purposes:
 - to administer requests for reasonable adjustments under the Access of Assessment policy
 - to carry out statistical analysis (on an anonymised basis) which may be carried out by City & Guilds or selected third parties
 - to monitor (on an anonymised basis) equal opportunities relating to ethnicity or disability or other such monitoring purposes.

An example of a *Data Protection Notice* can be found in *Appendix 6* of this document, which can be used for reference.

5.2.3 Policy and guidance documents

UPDATE

Centres delivering City & Guilds qualifications, products and services must hold up-to-date versions of the City & Guilds and regulatory documents listed in the *Related Policy & Guidance Documents* section in *Appendix 3* of this document.

These documents are subject to revision and are maintained electronically.

5.2.4 City & Guilds documents and records

Centres will hold indefinitely copies of the following documentation for reference to policy, practice and requirements:

- City & Guilds subject specific updates and guidance
- Centre and qualification approval documentation
- EQA reports / visit planners / action plans

5.2.5 Centre documents and records

This section details the centre documents and records that must be held by centres, and which must be available upon request.

a) Learner information

The following must be held by the centre as soon as learners are registered and must be retained for a minimum of three years following learner certification:

- learner centre enrolment records
- learner database (manual or electronic) to include;-
 - learner name
 - date of birth
 - unique learner number (when this is established)
 - particular assessment requirements
 - contact address
 - workplace
 - Assessor(s) name
 - IQA(s) name
 - date of registration
 - learner enrolment number
 - qualification title and level
 - progress records, including unit accreditation and qualification completion dates
- learner examination papers (internally marked)
- evidence of the arrangements for the conduct of examinations (including on-line examinations).

Centres must also retain/have access to learner portfolios at least until the EQA visit has taken place following certification.

b) Learner assessment information

Learner assessment records that the centre must hold for a minimum of three years as required for regulatory compliance purposes include:

- who assessed what and when
- the assessment decision
- the assessment methods used for each unit/component
- the location of the supporting evidence.

c) Centre staff information

The following staff information must be held by the centre for all staff involved in the delivery, assessment and quality assurance of City & Guilds qualifications:

- Assessor / IQA vocational competence and continuing professional development (CPD) records, including brief CVs showing how staff satisfy assessment strategy requirements (originals or EQA endorsed copies of certificates)
- Assessor/ IQA achievements of D/A/V/TAQA/ Learning & Development SVQ unit (originals or EQA endorsed copies of certificates) - where D unit certificates are shown, there must be evidence of updating to A or V units
- monitoring records of Assessor/IQA progress towards D/A/V/TAQA Learning & Development SVQ unit achievement.

d) Additional centre information

The following information should also be held by the centre:

- Records of the contractual agreements with all organisations involved in the delivery and assessment of City & Guilds qualifications at the centre
- National occupational standards (if specified in qualification and/or assessment documentation)
- Assessment strategies
- Health & Safety policy
- Equal Opportunities policy.

e) Quality assurance information

The quality assurance records and associated documentation that the centre must hold for a minimum of three years, as required for regulatory compliance purposes, includes records of internal quality assurance activity detailing:

- who internally quality assured what and when
- details of the sample selected and its rationale
- details of IQA standardisation meetings
- Assessor support meetings
- Assessor and IQA competence and the monitoring of Assessor / IQA progress towards achievement of required qualifications.

5.3 Learner portfolios

Where a qualification requires it, learners will hold their evidence of competence in a folder or file which is referred to as a 'portfolio of evidence'.

5.3.1 Ownership of portfolios

A portfolio of evidence is the property of the learner, and remains the property of the learner when they leave the centre. It is recommended good practice that the centre hold back the portfolio until the next sampling activity. Where this is not possible the centre must keep all of the relevant assessment records in place to show the progress of the learner throughout their qualification. Centres should make arrangements with learners to call portfolios back to the centre if they are required for scrutiny by the EQA.

The actual assessment records are the property of the approved centre and centre staff are accountable for maintaining them. If assessment records are kept together with the evidence of competence in the learner portfolio, centres must also hold a copy independently.

The assessment records expected to be kept for a minimum of three years are:

- Assessment plans, action plans and feedback reports
- Learner interview records
- IQA sampling plans, records and feedback reports
- Record of achievement / tracking documents
- audio and visual assessment records.

5.3.2 Lost learner portfolios

Centres are required to maintain assessment records independently of the learner portfolios. If a learner portfolio is lost, the Assessor records can be used to confirm the learner's competence. EQAs will advise on how extensively the assessment records can be used and what additional evidence/records will be required. Evidence that has not been seen / assessed by the Assessor (or where there are no assessment records) will have to be recreated by the learner and re-submitted for assessment. This situation can arise if learners are collecting considerable amounts of evidence without reference to their Assessor, or if Assessors are not assessing learner evidence frequently. Using witness and Assessor statements, as well as documented learner responses to in-depth question and answer sessions, it may be possible to recreate the learner portfolio.

There must also be a written statement by the Assessor or IQA detailing the circumstances of the loss of the original portfolio of evidence.

For partially completed portfolios which have not been seen/assessed by an Assessor, learners are required to recreate some of the evidence that was lost, but with less detail (for example, providing only one piece of evidence when three are required and had been presented by the learner previously).

They must also be internally quality assured and records of this must be included as part of the assessment record for the learner. It is important that centres keep their own learner assessment records independently of a new portfolio.

The EQA will interview the learner who has recreated their portfolio, to confirm learner competence. In these situations the centre may be charged a fee for any additional work undertaken by the EQA.

Where there are large numbers of learners with lost portfolios it may be suitable for the EQA to interview a representative sample of them.

5.3.3 Electronic assessment records and e-portfolios

Electronic assessment records and e-portfolios are increasingly being used to support the assessment and associated quality assurance record keeping, as well as the collation of learner evidence.

The following table details the requirements for centres using e-portfolios and electronic record keeping. It should be noted that centres must adhere to the same quality assurance requirements for electronic assessment records and e-portfolios as with paper-based ones.

Requirement	Explanation
Assessment tracking systems and audit trails	There must be a clear assessment tracking system that enables an audit trail of the assessment and internal quality assurance process. It will be made clear who is allowed access for the purpose of tracking learner progress, e.g. named Assessors, Internal Quality Assurer(s) and EQA(s).
Monitoring learners' progress	The system must provide for instant achievement summaries, as well as audit trails of learner, Assessor, Internal Quality Assurer and EQA activity on the system. There will be facilities to enable the Assessor, Internal Quality Assurer and EQA to input comments on the learner's progress and achievements to date.
Retention of assessment records and learner evidence	As with traditional paper-based records, these must be kept in accordance with regulatory requirements. For example, learner assessment records must be kept for a minimum of three years. Records must also be kept in accordance with the Data Protection Act 1998.
System failure	Where e-portfolio systems are used by centres, the centre must have suitable arrangements for the archiving and backup of their records in place, in case of system failure.

Requirement	Explanation
Ownership	The content of the e-portfolio remains the property of the learner, but it is the responsibility of the centre to ensure that the e-portfolio and associated assessment records are available for viewing by the EQA until their visit has taken place following certification.
Security systems	Centres must have a security system to prevent the changing of records and evidence by unauthorised people. There must be measures in place to ensure that evidence and assessment decisions are authentic. Only authorised personnel will have access to assessment records and learner evidence, with access available only through the use of unique user passwords.
Accessing the system	In addition to learners, Assessors and Internal Quality Assurers having access to the system, EQAs must have access to be able to confirm the audit trail and, if required, access the system remotely. It is important that the centre's system is fast enough to accommodate this activity within the identified timescale. City & Guilds will also require access to the system for compliance purposes and in case of queries.
Cross-referencing evidence	The system will enable evidence to be cross-referenced to the required subject-specific standards, across and within units.
System usability	<p>The system must be user-friendly for all system users, to allow such things as:</p> <ul style="list-style-type: none"> • learners' paper evidence to be electronically added to the system via scanning • keyboard entry to the relevant units of the qualification • video evidence, picture or scanned images, to be easily transferred. <p>Tools that can be incorporated into the system will also be considered, such as sign-posting learners to useful documents or guidance.</p>
System training	Centres must train learners, Assessors and Internal Quality Assurers on the use of maintaining electronic assessment records and e-portfolios, and may consider the use of setting up an in-house technical support team. They also need to be aware that since the EQA needs access to the records held on the system, the centre will have to familiarise the EQA with the workings of the system, or ensure that all information requested by the EQA is provided.

5.4 Electronic signatures

An electronic signature is a means of authenticating that people sending information electronically are who they claim to be.

Centres must ensure that any learner records that are sent electronically are sent via a securely maintained system controlled by password protected login arrangements. Centres must ensure authenticity can be proved and security maintained via e-signatures when using email to pass on learner records. Internal Quality Assurers and EQAs will check the authenticity of any e-signatures as part of their sampling activities.

5.5 Recording learner responses to Assessor questions

Assessors may ask questions of learners to confirm their competence for some qualifications. Some assessment strategies, as set out in the relevant qualification and/or assessment documentation, require the Assessor to ask learners questions and make a judgement based on their responses. Assessors must generate and record sufficient information to recall and justify their judgement.

This may include:

- Oral questions written out along with learner answers. This must be signed and authenticated by the Assessor and learner and stored in the learner's portfolio
- Marked scripts to questions which will not be reused. If the questions or test may be re-used, for example an externally set test, then the script should be stored securely and referenced in the learner portfolio
- An Assessor statement saying 'clarified by response to questions', where questions were asked orally to confirm competence. This must be signed and authenticated by the Assessor and learner and stored in the learner's portfolio
- A digital recording of the questions and answers.

5.6 Signing & dating evidence

All written or word processed evidence must be authenticated (i.e. signed and dated) by both the learner and the assessor. Where evidence consists of multiple pages, signatures on the last page are sufficient. A declaration at the front of the learner's portfolio signed by the IQA / Assessor and learner confirming that the evidence contained within the portfolio is the work of the learner must also be included.

Section 6

Assessment

6.1 Assessment of learners

All learners must be registered before being assessed. Any exceptions to this must be agreed by the City & Guilds Quality Teams. However, any evidence generated before the learner is registered can contribute to the learner's evidence of competence.

Any evidence carried out by the centre before registration, gained prior to assessment planning, must be considered as recognition of prior learning (RPL) evidence and treated as such by the Assessor. For further information on RPL see *Section 6.2* of this document.

6.1.1 Assessment of learners not registered with City & Guilds

If learners are on an assessment programme with a centre working towards a qualification, but are not registered with City & Guilds, City & Guilds does not have responsibility for them. EQAa will not externally quality assure these learner's evidence.

Once learners are registered with City & Guilds the centre's quality assurance procedures will need to ensure that the learner evidence is valid, authentic and sufficient before it can contribute as evidence towards the qualification for units or the full qualification. EQAs will then quality assure the learner's evidence as normal.

6.1.2 Assessment of relatives

In some centres family members may work together and may be in a position to assess and/or internally quality assure one another.

This is considered a conflict of interest, and is not allowed unless formally agreed beforehand with the Quality Teams. Failure to notify City & Guilds of these situations is considered non-compliance and could affect qualification and/or centres approval.

6.2 Recognition of Prior Learning

Recognition of Prior Learning (RPL) is an assessment process which makes use of evidence of a learner's previous non-certificated achievements to demonstrate competence or achievement within a unit or qualification.

Any evidence gained prior to the date of learner registration and assessment planning must be considered as RPL evidence and treated as such by the Assessor.

The rules of evidence apply to RPL as with all other evidence types, i.e. if the evidence provides proof of the learner's competence, then it is acceptable. Assessors should check with their EQA where they are considering using RPL evidence.

For further information, please see the *Recognition of Prior Learning (RPL) Policy* in the Quality Assurance Documents section of the City & Guilds website.

6.3 Professional discussion

Professional discussions take place between a learner and an assessor and are defined as:

- a structured interview which explores key aspects of the learner's understanding of practice or procedures allowing the opportunity to gather evidence of competence
- a conversation rather than a question and answer session
- part of the assessment plan that is agreed in advance with the learner.

Professional discussions are used to:

- confirm the authenticity of witness statements
- cover unusual or rarely occurring situations or scenarios
- cover restricted or confidential settings.

The purpose of a professional discussion should be to confirm a learner understands procedures or practice, and to enable a learner to provide confirmation of competence.

The specific areas of activity to be explored must be clearly identified and agreed by the learner and assessor in advance, as must the methods by which the discussion will be conducted. This could be via a presentation followed by questioning to cover contingencies, or by the use of scenarios to explore practice (or other forms of mutually agreed processes).

Questioning will normally focus on the reasons for selecting specific actions, the alternatives considered and any other factors taken into account.

The evidence requirements for TAQA /Learning & Development SVQ units clearly state which aspects of competence are to be covered by professional discussion and these must form the basis of the exchange.

Outcomes of professional discussions must be recorded. This could be by audio/videotape, written summaries and evidence of structured questioning (e.g. a question checklist or structured interview schedule). If audio/videotape recordings are used, they, must be of good quality. It is recommended best practice that indications of the timings at which relevant assessment criteria / evidence are discussed in the recordings are provided. This will aid EQAs when they are sampling learner portfolios.

6.4 Learner progression reviews

Centres are required to provide learners with regular opportunities to review their progress and goals and to revise their assessment plans accordingly.

Such reviews enable centres to monitor equal opportunities and accessibility issues. In particular, centre staff will check that the learners:

- know which qualification they are working towards, and have a copy of the standards
- understand the assessment process
- know what progress they have made towards achievement
- are aware of the option for unit certification (where relevant)
- understand their role in generating, collecting and cross-referencing evidence
- have confidence in their assessor
- understand the appeals process
- have met current learning needs.

The IQA will check that a record of the review is kept.

6.5 Audio and video evidence

UPDATE

Audio and video evidence may be accepted by City & Guilds as a means of recording learner progression if appropriate. It can be used to broadcast live learner performance for direct observation by a remote assessor, to record evidence for assessment at a later time or simply as an assessment record of observed performance. However, even where video evidence is acceptable for the qualification, centres must check the relevant qualification requirements before using it, as this method is not suitable for all units, within a number of qualifications. Centres must consult their EQA if they are uncertain about the use of audio and / or video as a method of providing evidence of assessment.

All learners using audio and / or video evidence must have access to an assessor who will be able to plan, review and provide feedback on the evidence presented, and identify other assessment opportunities that may exist. Where audio and / or video evidence is used the assessor must be able to show that the evidence requirements are met in full for each assessment decision. A copy of the original, unedited recording must be retained for internal and external quality assurance purposes. To ensure ease of access for assessment and quality assurance, the

audio / video files must be indexed and cross referenced to the appropriate Standards when the duration of the recording exceeds 10 minutes. Centres must ensure, and be able to demonstrate, that the permission of all participants in the video is obtained.

Where video is used for direct observation by a remote assessor the following additional minimum requirements must be met:

- The assessor must be able to communicate easily and confidentially with the learner in real time to ensure effective planning, questioning and feedback.
- The video image and sound must be of sufficient quality for an assessor or Internal / External Quality Assurer to make a valid judgement. This includes ensuring that the level of detail required by the qualification is clearly evident and that the learner's performance is original and not influenced by others in their remote location.

6.6 Working with unqualified assessors

IQAs and EQAs must ensure that:

- every assessor not holding the assessor units is registered for, and has an action plan to complete, TAQA/Learning & Development SVQ within the required timescales of starting their role as Assessor as specified by the Standard Setting Body.
- assessment decisions of unqualified Assessors are checked, authenticated and countersigned by an Assessor/Internal Quality Assurer who has the appropriate Assessor qualifications and relevant occupational expertise as specified by the Standard Setting Body.

6.7 Assessor-candidates

Assessors who are working towards their TAQA/Learning & Development SVQ units are often referred to as Assessor-candidates. Assessors who countersign assessor-candidates must have the appropriate Assessor qualifications and relevant occupational expertise as specified in the relevant qualification and/or assessment documentation. They are known as the primary and independent assessor.

Primary and independent assessors need not be occupationally competent in the qualification being assessed by the Assessor-candidate. They must be qualified with TAQA (or equivalent) and have the occupational competence as detailed in the assessment strategy for Learning and Development and the additional guidance for assessment and quality assurance.

6.8 Checking centre team achievements of required qualifications

Centres and EQAs must check that all staff involved with the assessment of learners have the appropriate Assessor / IQA qualifications and relevant occupational expertise as specified by the relevant qualification and/or assessment documentation. Centres must allow access to original or endorsed TAQA (or equivalent) unit certificates of their staff, for EQAs to endorse by writing and signing their name, and printing their sector, local office and date on the photocopy.

6.9 Internal Quality Assurance strategy

Centres must have a written Internal Quality Assurance strategy. This will help ensure that internal quality assurance procedures:

- provide accuracy and consistency between Assessors in the use and interpretation of the guidance in the qualification and/or assessment documentation
- are efficient and cost effective.

The strategy must describe the aims of quality assurance and internal quality assurance and how it will be implemented and reviewed. It must cover arrangements for:

- selection, recruitment, induction and standardisation of Assessors and IQAs
- continuing professional development (CPD)
- design and development of administration systems for registration, results and certification
- design and development of assessment and quality assurance systems/documentation
- sampling and monitoring of assessment/internal quality assurance practice
- strategic planning and implementation of standardisation activities
- performance outcomes for quality assurance and internal quality assurance.

The strategy must be communicated to all relevant stakeholders in the centre, and shared with City & Guilds and the relevant EQA. When visiting the centre, the EQA will request to see the Quality Assurance strategy and will want to see it in practice. This will involve observing the assessment process and in particular the interaction between the IQA and Assessor. It will also involve meeting learners, reviewing learner portfolios and/or external assignments, examining assessment decisions and confirming that correct records are maintained.

If a centre does not have an Internal Quality Assurance strategy their Qualification Approval Risk Status will be affected. For further information please see *Our Quality Assurance Requirements*.

6.9.1 Further guidance on internal quality assurance

UPDATE The *Guidance on Internal Assurance of Qualifications* document details the requirements for the management and delivery of internal quality assurance by centre staff, and should be read alongside this document and *Our Quality Assurance Requirements*.

It contains detailed information on the role and responsibilities of IQAs; planning, operating and evaluating internal assessment and Quality systems; supporting and developing tutors and assessors; monitoring and improving the quality of assessment practice and more.

It also includes updated information on the role of IQAs in relation to the marking and moderation process for Technical Qualifications.

6.10 External Quality Assurer (EQA) access to evidence

It is an important aspect of any EQA visit to sample the centre's assessment provision. This will be outlined in the visit planning process. If this is not made possible, City & Guilds would be unable to confirm that the policies and practice of the centre are continuing to be appropriately implemented.

In this case, it may be necessary to increase the centre's Qualification Approval Risk Status until a full and satisfactory EQA visit has taken place.

6.10.1 EQA sampling of centre activity

The purpose of sampling centre activity is to minimise the risk of invalid certification, and to ensure that the delivery and assessment of City & Guilds qualifications meets the required standards. To achieve this, the EQA will monitor the activity of all centre staff involved in the assessment and internal quality assurance process.

EQAs will sample a range of learners. To achieve this, they will include the following in their sampling strategy:

- IQA decisions
- assessor decisions
- assessment locations
- assessment methods
- assessment records
- learner interviews
- assessor interviews
- IQA interviews

There must be effective measures in place to address any shortfall in assessment. All assessment decisions must satisfy the 'VAS' rule – that the evidence is **V**alid, **A**uthentic, and **S**ufficient.

For some qualifications it is impractical to sample every assessment site; for example when learners are employed in industry and there may be a large number of learners located within different work sites. When centres compile the information for the visit planner, they must include full details of all assessment sites. This will enable EQAs to choose a cross section of assessment locations to sample from. Centre IQA sampling strategies will inform EQAs which assessment sites have recently been subject to internal sampling. This will help to identify any potential risk, or areas that have not been sampled.

The visit planner will also identify the registration date of learners, which will inform the EQA who to include in the sample. The sample will take into account learners at various points of completion of their qualification.

IQAs must include in their sample each assessor, assessment site, learner and qualification level. External quality assurance will initially focus on these first two factors.

EQAs choice of sample are therefore dictated by:

- information about the centre
- confidence in sources of information
- emphasis on assessors/IQAs working towards assessor and IQA qualifications
- Internal quality assurance sampling plans
- personal observation of assessment sites
- prior knowledge and professional experience
- how new a qualification is

Where no knowledge is available to help an EQA choose particular items in their sample, as may be the case where there are many learners in an identical assessment environment, the sample must be taken entirely at random.

EQAs can follow-up information received during a visit. If a situation or piece of evidence is unclear, more time can be devoted to it.

An EQA's sampling process is continuous. Whenever they contact a centre they are, in effect, sampling some part of the assessment process. Over time, they will ensure that they look at all aspects of the delivery and assessment of a qualification in the centre.

Some centres operate across the UK. This type of centre and its activity can be complex. In these situations it is even more important to ensure that the sampling strategy takes this into account.

6.11 Externally marked end assessment

UPDATE Many City & Guilds qualifications feature externally marked end assessment components. This includes externally marked examinations, and practical assessments that are internally marked and externally moderated.

Centres must therefore be aware of the quality assurance requirements for these types of assessment and how they differ from the verification assessment model.

6.12 Examinations (paper-based and e-assessments)

UPDATE All written examinations must be administered securely by centres, using appropriately trained invigilators. The principle guidance document for centres administering City & Guilds examinations is the *Joint Council for Qualifications (JCQ) Instructions for Conducting Examinations (ICE)*. This document contains detailed information on the administration of examinations before, during and after. There is also specific guidance on the following:

- security and storage of assessment materials
- requirements for examination rooms
- invigilator requirements
- timetable variations
- examination stationary
- use of calculators and dictionaries
- specific e-assessment guidance

All centre staff involved in invigilation or administration of examinations must familiarise themselves with the information in this document. Even if a qualification is not regulated by this document specifically, it contains examples of best practice for the administration of examinations and written assessments. The information in this document applies to written and on-screen examinations. For further information on the Invigilator role, please see the *Centre Roles and Responsibilities* Section in *Appendix 4* of this document.

Functional Skills assessments are not formally within the scope of JCQ ICE conditions. Nevertheless, the assessments require continuous supervision and all assessment material must be stored securely. Any work completed by candidates must be entirely unaided. Failure to follow these requirements will be considered malpractice. Further information on administering Functional Skills assessments is available in the *Functional Skills Qualifications Handbook* on the website.

6.13 Independent assessment

UPDATE For certain qualifications, City & Guilds uses independent assessors.

In these instances assessments will either be delivered by an independent third party (i.e. assessors who have nothing to gain or lose as a result of the assessment judgements they make), or will be delivered in such a way that no party who has been involved in delivery can make the sole decision on competence, and the approach must clearly deliver an impartial result.

The use of independent assessors will be indicated in the relevant qualification and/or assessment documentation.

City & Guilds has been approved to deliver end-point assessment for a number of new Apprenticeship Standards. For more information visit

www.cityandguilds.com/apprenticeships

6.14 Moderation and standardisation of assessment

NEW City & Guilds' externally set assignments for Technical Qualifications are designed to draw from across the qualifications' content, and to contribute a significant proportion towards the learner's final qualification grade. They are subject to a rigorous external quality assurance process known as external moderation.

Further detailed information on the process can be found in the *Technical Qualifications – Marking and Moderation* document, available in the *Quality Assurance documents* section of the City & Guilds website.

6.14.1 Internal standardisation

NEW For internally marked work the centre is required to conduct internal standardisation to ensure that all work at the centre has been marked to the same standard. If two or more tutors are involved in marking assessments, one must be designated as the lead tutor responsible for internal standardisation. The lead tutor takes responsibility during standardisation for ensuring a single approach and standard is achieved. If there is a disagreement the lead tutor will have the final say.

For standardisation purposes, before final marking takes place, common pieces of work must be selected and marked by all tutors, and any differences between interpretation and marks awarded must be discussed and reconciled at an internal standardisation session in which all tutors must participate.

6.14.2 Supervision and authentication of internally assessed work

NEW The Head of Centre is responsible for ensuring that internally assessed work is conducted in accordance with City & Guilds' requirements.

City & Guilds requires:

- candidates to sign the *Declaration of authenticity form* to confirm that any work submitted is their own
- tutors confirm on the record form that the work assessed is solely that of the candidate concerned and was conducted under the conditions laid down in the assessment documentation

The tutor must be sufficiently aware of the candidate's standard and level of work to make a judgement whether the work submitted is within the expected ability and style of the candidate or whether a further investigation into the authenticity of the work is required.

If the tutor is unable to sign the authentication statement for a particular candidate, then the candidate's work cannot be accepted for assessment.

6.14.3 Moderation

NEW Moderation is the process where external examiners review centre marking of internally marked assessments. These examiners are referred to as 'moderators'. Moderators will mark a representative sample of centre marked, candidates' work from every centre. Their marks act as a benchmark to inform City & Guilds whether centre marking is in line with the national standard.

Where moderation shows that the centre is applying the marking criteria correctly, centre marks for the whole cohort will be accepted.

Where moderation shows that the centre is either consistently too lenient or consistently too harsh in comparison to the national standard, an appropriate adjustment will be made to the marks of the whole cohort, retaining the centre's rank ordering.

Moderation applies to all internally marked assignments. Following standardisation and marking, the centre submits all marks and learner work to City & Guilds.

For some qualifications there will be a requirement for moderators to visit centres to observe practical assessments being undertaken. This will be for qualifications where the assessment of essential learner skills can only be demonstrated through live observation. These visits will be planned in advance with the centre for all relevant qualifications.

6.14.4 Post-moderation procedures

NEW Once moderation has been completed, the confirmed marks for the cohort are provided to the centre along with feedback from the moderator on the standard of marking at the centre, highlighting areas of good practice, and potential areas for improvement. This will inform future marking and internal standardisation activities.

City & Guilds will then select a sample of work to be used for awarding, the process by which grade boundaries are set.

Centres are able to appeal decisions regarding final marks for moderated assessments. Further information is available in the *Enquiries and Appeals* document, available on the website.

6.15 Security of assessment material

UPDATE All live assessment material, whether written, online or practical, must be kept secure as per the instructions in the *JCQ ICE document*, the *Functional Skills Handbook* and the specific qualification and/or assessment guidance documents. Failure to do so constitutes malpractice and could result in learner results being annulled and could affect qualification and/or centre approval.

The contents of all live assessment materials is confidential and should be restricted to the assessment itself. Under no circumstances should any part of a live assessment be used for teaching or revision purposes.

Section 7

Complaints & Appeals

7.1 Complaints, appeals and infringement of rules

City & Guilds aims to establish and maintain excellent working relationships with centres and learners and ensure that customers get the best possible service. However, there are a number of possible situations where disputes may arise that may involve a City & Guilds decision.

7.2 Centre complaints procedure

Centres are required, as a condition of approval, to agree and operate a complaints procedure, which learners, assessors/tutors, IQAs and employers can use in the event that they wish to challenge an appropriate aspect of the centre's operation.

Centres have a responsibility to inform learners of their complaints policy.

EQAs will request to see evidence of the centre complaints procedure as part of their quality assurance monitoring.

Many centres will adopt existing complaints mechanisms, but for others the establishment of a formal complaints procedure will be a new exercise. The complaints procedure will:

- identify the person with whom the complaint is lodged
- state the form in which the complaint is made
- incorporate a complaints panel (or its equivalent) which is objective and independent
- make clear the times within which complaints may be lodged and must be decided.

If a centre fails to operate a documented complaints procedure this will result in an increase in their Qualification Approval Risk Status. For further information please refer to *Our Quality Assurance Requirements*.

7.2.1 Example of a centre complaints procedure

The following arrangements are offered as an example of good practice for a centre complaints procedure.

If a learner wishes to complain, the complaint must be lodged with the centre co-ordinator within 20 days of the issue arising. The centre co-ordinator:

- sets a date for the complaint to be considered by the complaints panel
- attempts to find a solution with the individuals concerned
- notifies the EQAs that a complaint has been lodged and gives details of how it will be heard, including the composition of the complaints panel
- ensures the complaints panel meets to consider the complaint within 20 working days of the centre co-ordinator receiving the complaint
- ensures that the panel has full accounts from all parties involved in the assessment
- ensures that no-one involved in the original assessment will be on the panel.

Centres will provide a system to support those making the complaint. The complaints documentation will be as simple as possible and will preferably include a pre-printed, post-paid initial learner document.

7.3 Complaints to City & Guilds

7.3.1 Centre complaints

If centres have a complaint relating to City & Guilds products or the quality of service they have received, then this feedback is welcomed and is seen as an opportunity to make improvements. City & Guilds will investigate all complaints received in line with the *Feedback and Complaints Procedure* which is available on the website.

7.3.2 Learner complaints

Learners who have a complaint with their centre must first raise the matter using their centre's formal complaints/appeals procedures. If after doing this, they are unhappy with the outcome provided, they may raise the complaint with City & Guilds, remembering to send copies of all correspondence between the learners and Centre relating to the complaint.

Learners must ensure they provide their enrolment number (if known), their date of birth and details of the centre (including the centre number if known).

7.3.3 Contact details

In the first instance, please email **feedbackandcomplaints@cityandguilds.com**
Alternatively, please write to:

Feedback and Complaints team
City & Guilds
1 Giltspur Street
London
EC1A 9DD

7.4 Enquiries & Appeals

For more information on Enquiries & Appeals, please refer to the *Appeals* section of the City & Guilds website.

As a final stage of the centre's appeal procedure for internally marked assessments, the centre may contact City & Guilds if the learner still does not feel their appeal has been satisfactorily resolved. An EQA will review the assessment and make a judgement. City & Guilds may charge for this service. City & Guilds will not accept any further responsibility regarding learner appeals against assessment. A learner may, however, complain to the centre about the centre's appeals procedure.

7.5 Infringement of examination rules

Infringement of examination rules may result in investigation for non-compliance or potential malpractice. For more information on infringement of examination rules and malpractice, please refer to the *Managing cases of suspected malpractice in examinations and assessments* document, and the *JCQ Instructions for Conducting Examinations (ICE)* document.

Appendix 1

Glossary

The following section defines the key terms relating to City & Guilds Quality Assurance activities. Please note that while some terms may not appear in this document specifically, they will be useful for centre staff involved in delivery of City & Guilds qualifications and assessments.

When we say...	It means...
Actions	Corrective steps that are put in place by the City & Guilds Quality Teams, as a result of non-compliance with the requirements of this document, based upon evidence supplied by External Quality Assurance activities. Centres must demonstrate that they have completed all actions in order for their Qualification Approval Risk Status not to be increased.
Apprenticeship Standards	Apprenticeship standards are set by Trailblazers' (employer-led groups that are developing the standards & assessment plans), that show what an apprentice will be doing and the skills required of them, by job role.
Approval (centre)	A process through which an organisation wishing to offer particular qualifications is confirmed as being a centre and as able to maintain the required quality and consistency of assessment.
Assessment	The process through which evidence of learners' attainments is evaluated against agreed criteria to provide the evidence for a qualification.
Assessment site	A location where registered learners undertake formal assessment in order to attain a qualification.
Assessor	A person appointed by the centre, responsible for the support and judgement of learner performance against defined standards, assessment criteria or mark schemes.
Awarding Organisation	An organisation such as City & Guilds that offers recognised qualifications. Its main functions are the design and development of qualifications and the operation of assessment and quality assurance systems to support the qualifications. An awarding organisation issues certificates or certificates of unit credit to learners achieving the requirements of a qualification.
Candidate	A learner who is registered to take a summative assessment, the successful completion of which will result in the issuing of a certificate.

When we say...	It means...
Centre	An organisation (such as a school, college, training provider or employer) approved by an awarding organisation for the assessment arrangements leading to a qualification.
Centre Quality Contact	The centre quality contact is the person responsible for ensuring that the management, administrative and quality assurance systems for all City & Guilds qualifications are properly maintained throughout the centre and that communications between City & Guilds and the centre are dealt with efficiently.
Direct Claim Status	Direct Claim Status (DCS) is awarded to centres where the internal quality assurance systems are judged to be robust and meet the post-approval monitoring criteria outlined in this document. A centre with DCS can directly claim credit certificates for registered learners without requesting approval from City & Guilds.
External Quality Assurer	Appointed by City & Guilds to support, monitor and quality assure the assessment process.
External Quality Assurance	The quality assurance procedure to monitor assessment at the centre. External quality assurance includes inspection of procedures and sampling of assessments by the centre and by a City & Guilds EQA.
Independent Assessor	A person who works to assessment standards and who is occupationally competent to assess the subject. They will be an independent third party (i.e. an assessor who has nothing to gain or lose as a result of the assessment judgements they make).
Internal Quality Assurer	The person appointed by the centre to co-ordinate the assessment process internally.
Invigilator	The invigilator is the person responsible for conducting a particular examination session in the presence of the candidates, whether written, online or practical. Invigilators have a key role in upholding the integrity of the external examination/assessment process.
Learner	A person who is registered to undertake learning with City & Guilds.
Moderation	The process of checking assessors' judgements of learners' competence with the view to correcting them through advice and instruction if the assessment is not up to standard.
Moderator	External examiner appointed by City & Guilds to review centre marking of internally marked assessments

When we say...	It means...
National Occupational Standards	The standards of occupational competence developed by a Standards Setting Council (SSC) and approved by the regulatory authorities.
Qualification	An award made by an awarding organisation for demonstration of achievement or competence based on learning outcomes and assessment criteria.
Qualification Approval Risk Status	The status given to a centre based upon monitoring and quality assurance activities undertaken by City & Guilds Quality Teams. These are subject to review based upon centres completion of the actions they are given. The three statuses are Low (L), Medium (M) and High (H).
Quality Co-ordinator	The key point of contact, for all matters related to Centre and Qualification Approvals and quality assurance.
Regulator	An organisation that regulates examinations, assessments, and qualifications in the UK against published regulatory criteria. This includes approving/recognising awarding organisations.
Standards	Standards of competence statements and specifications which are developed by a Standards Setting Body (SSB). These define what an individual working in an occupational area is expected to be able to do. They are further specified in terms of learning outcomes; what they must do, what they must cover and what they must know.
Tutor	A person appointed by the centre responsible for the support and tuition of the learner. The Tutor may also take on the role of assessor depending on the guidance in the qualification and/or assessment documentation.

Appendix 2

Useful Contacts

Please note - calls to 0844 numbers cost 5 pence per minute plus your telephone company's access charge.

UK Centres Registrations, Exam entries, Invoices, Missing or late exam materials, Results entries, Certification. Publication enquiries: logbooks, centre documents, forms, free literature	General support	T: +44 (0)844 543 0000
		F: +44 (0)20 7294 2413
		E: centresupport@cityandguilds.com
	e-assessment support	T: +44 (0)844 543 0000
		F: +44 (0)20 7294 2413
		E: evolvesupport@cityandguilds.com
New centres Sales advice and support and quality assurance	Sales support	T: +44 (0)844 846 0969
		E: directsales@cityandguilds.com
	Quality support	T: +44 (0)844 846 0969
		E: csdirect@cityandguilds.com
International centres Quality assurance, sales advice, results, entries, enrolments, invoices, missing or late exam materials		Please contact your local office: www.cityandguilds.com/about-us/international
UK learners General qualification information		T: +44 (0)844 543 0033 E: learnersupport@cityandguilds.com
International learners General qualification information		Please contact your local office: www.cityandguilds.com/about-us/international
Employer Employer solutions including, Employer Recognition: Endorsement, Accreditation and Quality Mark, Consultancy, Mapping and Specialist Training Delivery		T: +44 (0)207 294 8128 E: business@cityandguilds.com

Appendix 3

Related Policy & Guidance Documents

City & Guilds Documents:

All of the following documents can be found on the website at www.cityandguilds.com

Our Quality Assurance Requirements	This document encompasses the relevant regulatory requirements that apply to all centres working with City & Guilds. Its purpose is to promote quality, consistency, accuracy and fairness in the awarding of all our qualifications.
Access arrangements: When and how applications need to be made to City & Guilds	This document describes how to apply for access arrangements for City & Guilds qualifications and assessments.
Managing cases of suspected malpractice in examinations and assessments	This document sets out the procedures to be followed in identifying and reporting malpractice by centre staff and/or learners and the actions which City & Guilds may subsequently take.
Investigation 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.
Guidance on Internal Quality Assurance of Qualifications	This guidance document specifies City & Guilds' requirements for the management and delivery of internal quality assurance by centre staff.
Enquiries about examination results	This document sets out the process that a centre needs to follow when requesting an enquiry about a decision made by City & Guilds about an exam result.
Reviews and Appeals	This document sets out to explain the steps centres need to go through to question a decision made relating to: <ul style="list-style-type: none">• Enquiries about results,• centre/qualification approval,• malpractice investigations,• access arrangements or special consideration.
Customer Service Statement	This sets out the service standards that City & Guilds is committed to achieving to improve our Customers experience.

Feedback & Complaints Policy	This policy describes the process for providing feedback or making a complaint. It applies to all City & Guilds Centres and all learners working towards City & Guilds qualifications
Centre Charges List	This document provides information on the charges and fees for various products and services involved in the delivery of City & Guilds qualifications.
Recognition of Prior Learning Assessment Policy and Guidance Document	This document provides support, clarification and guidance on recognition of a learners' previous achievements and/or qualifications.
NEW Cross-Border Approval Policy	The purpose of this policy is to outline the quality assurance requirements for any approved City & Guilds centre wishing to operate in countries other than that where it is located. It clarifies the mechanism for cross-border centre approval that is permitted and confirms where responsibility for learners rests.
NEW Alternative Locations & Subcontractors Policy	This policy defines the Centre's responsibilities in the use of Alternative Locations and/or Subcontractors and details the quality assurance requirements in relation to them.
NEW Accreditation Policy	This document details the policy for the City & Guilds Accreditation service. It outlines the range and scope of the service and explains the quality assurance requirements for organisations wishing to apply for the service).
NEW Accreditation Quality Assurance Manual	This document details the quality assurance requirements for organisations wishing to gain Accreditation for their training programmes.
NEW Technical Qualifications – Guide to Marking and Moderation	This document details the process for marking and moderation of synoptic and optional units for the City & Guilds Technical Qualifications
NEW Technical Qualifications – Employer Involvement Centre Guide	This document provides useful guidance on the employer involvement requirements for the City & Guilds Technical Qualifications and details how it will be quality assured.
NEW Technical Qualifications – Guide to Teaching, Learning and Assessment	This document explains the change from QCF to Technical Qualifications and supports the teaching and learning of the new qualifications

Joint Council for Qualifications (JCQ) documents

The JCQ is a membership organisation comprising the seven largest awarding organisations in the UK. It provides a single voice for its members on issues of examination administration and, when appropriate, qualification and wider education policy. City & Guilds is a member of JCQ and as such, certain guidance documents apply to some City & Guilds qualifications, products and services.

Relevant documents can all be found at **www.jcq.org.uk**

Regulatory Documents

The following documents set out the regulatory requirements for awarding organisations:

- **Ofqual General Conditions of Recognition** (www.gov.uk/government/organisations/ofqual)
- **SQA Accreditation's Regulatory Principles** (www.accreditation.sqa.org.uk)
- **Qualifications Wales Criteria for Recognition** (www.qualificationswales.org)
- **Council for the Curriculum, Examinations and Assessment General Conditions of Recognition** (<http://ccea.org.uk>)

There are other sector specific regulatory requirements, details of which will be in the relevant qualification and/or assessment documentation.

Appendix 4

Centre Roles & Responsibilities

The following section details the expected responsibilities of key centre staff involved in the delivery, administration and quality assurance of City & Guilds qualifications.

Please note: all centres must inform City & Guilds who the head of centre is. The head of centre is the person responsible for ensuring that the overall management of the centre services and reputation are of a high standard. The head of centre must have a secure email address to which correspondence can be sent.

The head of centre is

- the head of a school; or
- the principal of a college; or
- the chief officer of an institution which is approved by City & Guilds as an examination/assessment centre (including employers).

Centre Quality Contact

Role:

The centre quality contact is the person responsible for ensuring that the management, administrative and quality assurance systems for all City & Guilds qualifications are properly maintained throughout the centre. They must have an appropriate background in assessment management, administration and quality assurance

Responsibilities:

The centre quality contact will need to:

- possess the necessary authority and time to ensure that management, administrative, assessment and internal quality assurance/qualification co-ordination procedures are implemented correctly and consistently across the centre as a whole
- have regular contact with the IQA / IQAC
- liaise closely with other staff members to obtain, and provide EQAs with detailed information on the overall operation of the centre
- co-ordinate visit arrangements for EQAs. For qualification approval, this responsibility may be delegated to the IQA / IQAC
- oversee the management of complaints and appeals, and provide data and information to the EQA as necessary

In addition, the centre quality contact is responsible for ensuring that:

- registrations/entries are made to City & Guilds in accordance with specified procedures

Centre Quality Contact

- registrations/entries have been received from City & Guilds and learner enrolment numbers are checked
- City & Guilds invoices are paid within agreed payment terms
- only suitable staff are used in the delivery, assessment and internal quality assurance processes, in accordance with specified vocational experience/qualification requirements
- staff involved in training, assessment and internal quality assurance have access to and regularly participate in activities designed to promote continuous improvement
- sufficient and effective support is available for confirming the decisions of assessors and IQAs not holding the appropriate assessor/IQA qualifications, as approved and specified by the regulatory authorities
- any action plans are disseminated to appropriate assessors/IQAs/tutors
- any action plans agreed between the EQA and the centre are met within the appropriate timescale
- learners are clearly and uniquely identified for all qualifications, and that the proof of learners' identities is obtained via photographic evidence for exams. For further information please refer to the *JCQ Instructions for Conducting Examinations (ICE)* and/or those qualifications where this is required (please refer to the qualification handbook)
- all those involved are notified of assessment dates well in advance
- security arrangements for written papers, coursework assessments, project and practical work are in accordance with the *JCQ ICE*
- administration of written examinations, online testing and assessments are in accordance with the *JCQ ICE*
- learners' projects and prepared practical work are forwarded to City & Guilds on time (where applicable)
- appropriate records, results or other evidence of achievement are released to other centres or learners (as applicable) in cases where learners transfer to other centres
- certificates and certificates of unit credit received from City & Guilds are securely stored prior to issue to learners
- results, certificates, medals or prizes are properly issued to learners at the centre
- all general correspondence between City & Guilds and the centre is disseminated promptly to all relevant people within the centre (the centre contact acting as the point of contact for such correspondence).

They must also ensure that assessors/IQAs:

- are able to apply equal opportunity principles to assessment
- are familiar with the qualifications they are assessing or quality assuring with a knowledge base sufficient to enable them to interpret the knowledge requirements, values and documentation
- are familiar with the recording systems, documentation and procedures for assessment and internal quality assurance

Centre Quality Contact

- are prepared for their role, supported and allowed sufficient time
- sign up to monthly mailings.

Internal Quality Assurer (IQA)

Role:

Internal Quality Assurers (IQAs) monitor the work of all assessors involved with a particular qualification to ensure they are applying the standards/syllabus consistently throughout assessment activities. Although the roles are similar, the scope of responsibility will vary according to the type of assessment system in which they are involved (refer to relevant qualification documentation). As a general guide internal quality assurance is the quality assurance function associated with S/NVQs and vocational related qualifications (VRQs) assessed by competence-based/practical activities and documentary evidence

Qualification co-ordination is usually carried out in the context of vocational qualifications (non-S/NVQs) which incorporate mixed methods of assessment.

IQAs must have, and maintain, an appropriate level of occupational competence (refer to relevant qualification documentation).

For competence based qualifications that require internal quality assurance, IQAs must hold the appropriate Internal Quality Assurer qualifications as approved and specified by the regulatory authorities within the required timescales of starting their role.

Two or more of the roles carried out within centres can be undertaken by the same person. However, IQAs who are also acting as assessors cannot internally quality assure their own assessments

Responsibilities:

IQAs are responsible for:

- ensuring that assessors follow the assessment guidance provided
- advising and supporting assessors to assist them in interpreting and applying the standards/syllabus correctly and consistently
- regularly sampling assessment activities, methods and records to monitor consistency of assessment decisions as specified by qualification documentation
- providing assessors with prompt, accurate and constructive feedback on their assessment decisions
- undertaking an active role in raising issues of good practice in assessment
- ensuring that equal opportunities and anti-discriminatory practices are upheld in the assessment process
- liaising with other staff members and the EQA to implement the requirements of the assessment system

Internal Quality Assurer (IQA)

- ensuring that all learners' achievement records and centre documentation are completed in accordance with requirements
- countersigning appropriate assessment documentation
- ensuring Assessors have opportunities for updating and developing their vocational and professional competence
- supporting, countersigning, dating assessment and quality assuring judgements by Assessors and IQAs not holding the appropriate Assessor / IQA qualifications as approved and specified by the regulatory authorities.

Note: if the IQA countersigns another person's assessments of a learner's work, that IQA cannot then act in the role as IQA for that learner.

Internal Quality Assurer Co-ordinator (IQAC)

Role:

An Internal Quality Assurer Co-ordinator (IQAC) is recommended for each qualification where more than one IQA is involved. This arrangement applies to S/NVQs and vocational qualifications (non-S/NVQs) which specify the need for IQAs.

For qualifications that require internal quality assurance, the IQAC (who may also be an IQA), must hold the appropriate IQA qualifications as approved and specified within the required timeframe of starting their role.

Responsibilities:

The IQAC will be responsible for:

- liaising with the centre contact
- maintaining regular contact with the IQAs whose work s/he co-ordinates
- ensuring that internal quality assurance is carried out efficiently and consistently across the qualification(s) with which s/he is involved.

Peripatetic Assessor (work based assessment only)

Role:

Wherever possible, learners will have access to a qualified assessor who is familiar with the learners' work and their work setting. This is likely to be most fully met by the use of work-based assessors including those who line manage or supervise the learner.

The involvement of the manager/supervisor as work-based assessor strengthens the linkage of assessment processes to supervision and performance appraisal as well as the evaluation and development of services.

However, City & Guilds accepts that there is a need for peripatetic assessment in order to provide the best possible access to assessment for learners regardless of their particular circumstances or work settings.

The term 'peripatetic assessment' mainly applies to those situations where the Assessor is not employed in the same workplace as the learner and is not in a line management relationship with the learner.

Responsibilities:

Peripatetic assessment is most frequently used where:

- learners work in isolated, very small or dispersed settings
- there are insufficient numbers of qualified assessors in a learner's workplace
- training agencies place and support learners/trainees in work place settings in order to qualifications.

In some sectors access to qualifications that require internal quality assurance has been wholly dependent on the use of peripatetic assessment or peripatetic assessors.

It may be necessary for the centre to utilise the services of peripatetic assessors to carry out assessments. Responsibility for the necessary arrangements, administration and quality control will rest with the centre. When using peripatetic assessors the same requirements and principles apply as those described for assessors.

It is the centre's responsibility to ensure that:

- all assessments meet the requirements set out in the relevant qualification and/or assessment documentation
- learners are afforded facilities and consideration on a par with those available to learners working alongside their assessors
- learners are not required to take a battery of tests or assessments with the aim of reducing frequency of assessor visits or to accord with timetables of assessment
- the peripatetic assessor is well known to the learner, who will identify him/her as a supportive influence closely concerned in their progress and development
- the assessor is not viewed, with apprehension, as an 'examiner' from an outside body but must be someone who makes effective links with colleagues, managers and learners ensuring maintenance of confidentiality for sensitive information.

Peripatetic Assessor (work based assessment only)

- learner choice of the order in which elements of competence addressed/assessed will not be overly influenced by the assessor's preferred pattern of work or those of the Assessor's principal employer
- one assessor judges the summative assessment for a single unit of competence.

In all of these instances the assessment site will have in place effective site agreements and assessment contracts, which ensure that:

- the learner's manager or other link person is knowledgeable about qualifications that require internal quality assurance and is clear about their own role and that of the peripatetic assessor
- the learner's manager, and others who are affected, know about and agree their contribution to the assessment plan
- the manager and/or link person is in a position to support the learner
- the manager and/or link person and learner know how to contact the assessor between planned appointments.

Many centres use peripatetic assessors to support the work-based assessors, by giving the former the overall responsibility for the assessment process (planning, reviewing, completion of documentation etc.) while requiring work-based assessors (who hold, or are in the process of achieving, the appropriate Assessor qualifications) to undertake the direct observation of the learners' performance.

This process may be seen as combining the benefits of both approaches, but is dependent on clear, planned and recorded communication between all those involved.

Invigilator

Role:

An invigilator is responsible for the conduct and integrity of all examinations, whether written, online or practical. City & Guilds examinations should be administered according to the guidance in the *JCQ Instructions for Conducting Examinations (ICE)* document, which also outlines the specific roles and responsibilities of the invigilator. All invigilators must familiarise themselves with the contents of this document.

Responsibilities:

As per the guidance in Section 6 of the *JCQ ICE*:

The role of the invigilator is to ensure that the examination is conducted according to these instructions in order to:

- ensure all candidates have an equal opportunity to demonstrate their abilities;
- ensure the security of the examination before, during and after the examination;
- prevent possible candidate malpractice;
- prevent possible administrative failures.

Invigilators must:

- be familiar with these Instructions
- give all their attention to conducting the examination properly
- be able to observe each candidate in the examination room at all times
- be familiar with the JCQ Warning to Candidates, JCQ Information for candidates and the JCQ Mobile Phone poster, (see Appendices 4, 5, 6 and 7) and any specific instructions relating to the subjects being examined
- inform the head of centre if they are suspicious about the security of the examination papers. (In such cases, the head of centre must inform the awarding body immediately and send a full written report within 7 days of the suspicion arising.)

Invigilators must **not**:

- carry out any other task (for example, reading a book or marking) in the examination room.

Appendix 5

Glossary of City & Guilds forms

This glossary explains the range of forms used for Approval and Quality Assurance.

Pre-approval & approval:		
Form	Description	Where?
Customer Applications Form	This form is for organisations intending to apply for centre and qualification approval with City & Guilds.	www.cityandguilds.com (Application for centres)
Statement of Intent	This form must be completed by the centre to confirm that they would like to begin the centre approval process.	www.cityandguilds.com
Centre Approval form (CAP)	This is the form that prospective centres must complete as part of the centre approval process. This form details the criteria for approval, and requires centres to provide evidence of how they meet these criteria. This form is made available once a Statement of Intent is submitted.	Walled Garden
Centre Approval report (CAPv)	This is the report that is completed by the EQA following their centre approval visit. It details the sources of evidence for how the prospective centre meets the approval criteria, gives examples of best practice and suggests any areas for improvement.	n/a (used by EQAs)
Qualification Approval form (QAP)	This is the form that centres must complete if they wish to add a City & Guilds qualification to those that they already offer. This form details the criteria for approval, and requires centres to provide evidence of how they meet these criteria.	Quality Portal www.cityandguilds.com (Application for centres)

Qualification Approval report (QAPv)	This is the report that is completed by the EQA following their qualification approval visit. It details how the sources of evidence for how the centre meets the qualification approval criteria, examples of best practice and any areas for improvement.	n/a (used by EQAs)
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Post-approval:		
Form	Description	Where?
Centre Activity Report (CAR)	<p>This is the report form that is used by EQAs to record the outcomes of external quality assurance activities.</p> <p>There are six different types of CAR form, dependent on the type of quality assurance activity.</p> <p>Please see below for a description of each:</p>	n/a (used by EQAs and shared with centres)
CAR 1	This is used for exam audits	
CAR 2	This is used for senior/professional recognition award monitoring activity	
CAR 3	This is used for external quality assurance sampling/moderation activity external quality assurance sampling/moderation activity-remote	
CAR 4	This is used for systems visit/systems advisory activity	
CAR 5	This is used for standardisation of assessment practice qualification or generic advisory activity	
CAR 6	This is used for employer systems consultant monitoring activity or unannounced activity	

Post-approval:		
CA1	This form is sent as confirmation that a quality assurance activity will be carried out by an EQA. The form sets out the information they will need in order to plan the quality assurance activity.	n/a (used by EQAs and shared with centres)
CA2	This form helps centres provide the information requested in section 4 of Form CA1. It is not a mandatory form.	Quality Portal www.cityandguilds.com (Application for centres)
PA1	The plan of activity produced by the EQA which outlines an agenda for the visit including the qualifications and learners due to be sampled, as well as the centre staff due to be met.	n/a (used by EQAs and shared with centres)
Centre Update form (CU)	This form must be completed and submitted to the City & Guilds Quality Teams when there are any changes to centre details, in line with the centre approval criteria outlined in <i>Our Quality Assurance Requirements</i> .	Quality Portal www.cityandguilds.com (Application for centres)

Appendix 6

Example of a Data Protection Notice

Note: This notice is provided by way of illustration only. It does not attempt in any way to act as a substitute for the form of notices which centres will use with employees, agents or learners and does not constitute legal advice. Each group of data subjects will require a different form. Centres must review the following notice with caution and, where necessary, obtain its own advice prior to using data protection notices. In particular the collection of sensitive personal data will require the explicit consent of the data subject.

- We, [centre to complete], are required to comply with the provisions of the Data Protection Act 1998 (the 'Act') in relation to how we handle any personal data which we obtain from you. Any personal information gathered will only be used in the context of your studies with us. We may also collect sensitive personal data relating to you but only with your explicit consent in advance.
- We may process all the information we obtain from you to enable us to fulfil our contractual obligations to you. We may also request further information from third parties or shall disclose your details to other selected third parties, such as City & Guilds or their regulators or industry bodies.
- In disclosing your personal details to us, you agree that we may process and in particular may disclose your personal data:-
 - as required by law to any third parties;
 - to City & Guilds, who may use your personal data to:-
 - undertake administration in relation to the qualification for which you are registered including providing you with a certificate on successful completion of your qualification or specified units of it
 - contact you directly in relation to City & Guilds quality control purposes undertaken by City & Guilds for the qualifications for which the learner is registered; and investigations in to allegations of suspected malpractice
 - inform you of products or services offered by City & Guilds;
 - disclose to City & Guilds' regulators where so required or for the purpose of apprenticeships to the relevant sector skills councils;
 - disclose to relevant industry bodies (such as UCAS) for the purpose of confirming university or college places or where so required by law;
 - disclose your personal details to third parties for the purposes of providing prizes, remuneration and qualifications for learners
 - administer requests for reasonable adjustments under the Access of Assessment policy;
 - carry out statistical analysis (on an anonymised basis) which may be carried out by us or selected third parties; and
 - to monitor (on an anonymised basis) equal opportunities relating to ethnicity or disability or other such monitoring purposes.

About City & Guilds

City & Guilds is the UK's leading provider of vocational qualifications, offering over 500 awards across a wide range of industries, and progressing from entry level to the highest levels of professional achievement. With over 8500 centres in 100 countries, City & Guilds is recognised by employers worldwide for providing qualifications that offer proof of the skills they need to get the job done.

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- centre staff may copy the material only for the purpose of teaching learners working towards a City & Guilds qualification, or for internal administration purposes
- learners may copy the material only for their own use when working towards a City & Guilds qualification

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