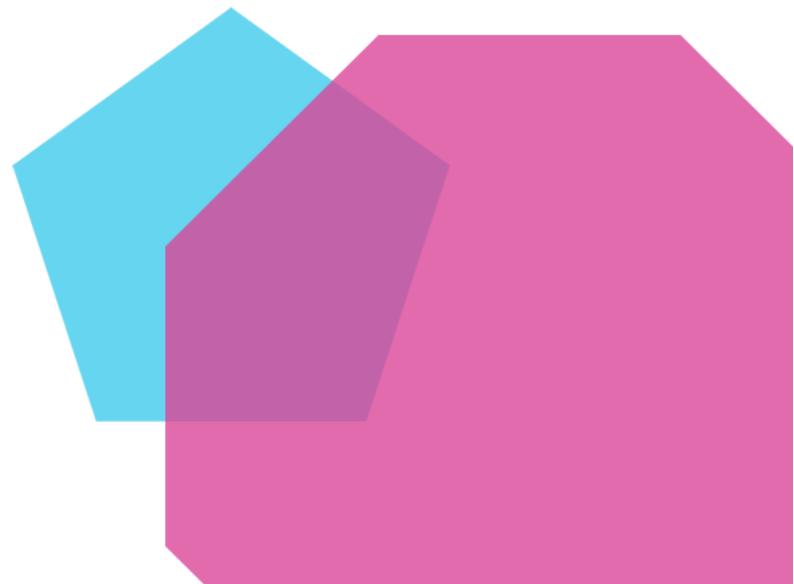


# Centre Manual

Version 7.2  
April 2018



## Version control

This is version 7.2 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.

## Change history (v7.2, April 2018)

Section	Change
1.3	Detail added regarding Technical qualifications
2.8.5	New section added regarding Technical qualifications approval
2.14.1	Detail added regarding ongoing quality assurance for Technicals
3	General terms and conditions updated to reflect General Data Protection Requirements (GDPR)
5.1.3	Section on short courses added
5.2	Data section updated to reflect GDPR requirements
6.11.3	Moderation section updated
Appendix 2	Updated to include the <i>Manual for the EPA Service</i>

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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 Delivery Teams are based in offices around the United Kingdom to provide support to City & Guilds customers.

- **Quality Delivery Teams:** The Quality Delivery 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 Delivery 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 Delivery Teams and Customer Services Team are located in the *Useful Contacts* section in *Appendix 1* of this document.

### City & Guilds website

Detailed information on City & Guilds products and services can be found at [www.cityandguilds.com](http://www.cityandguilds.com)

# Part A: Quality Assurance



## 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).

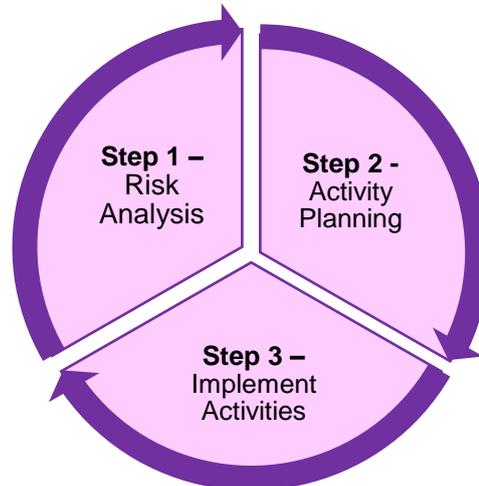
This section will explain the Quality Assurance Model and the key quality roles within City & Guilds.

### 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.

## Update 1.3 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 Delivery 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 Delivery 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.

**Please note** that for Technical Qualifications and Apprenticeship standards, ongoing quality assurance is managed through end-point assessments. Centres and organisations delivering these will not be subject to the same quality assurance support activities.

## 1.4 Quality Delivery Team key roles

City & Guilds Quality Delivery 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 Delivery Team role profiles along with the core responsibilities of each role.

Role	Profile
<b>Quality Co-ordinator (QC)</b>	<p>QCs are responsible for day-to-day management of risk within centres. This involves:</p> <ul style="list-style-type: none"><li>• Managing centre and qualification approvals</li><li>• Supporting centres with queries relating to quality assurance within the centre.</li><li>• Working with centres to develop and monitor a bespoke quality assurance package designed to meet the centre's specific needs (where applicable).</li><li>• Arranging quality assurance monitoring and support activities</li></ul>

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

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

## Part B: Approval



## 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 Delivery 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 3 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

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

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](http://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 Delivery 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 Delivery 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.

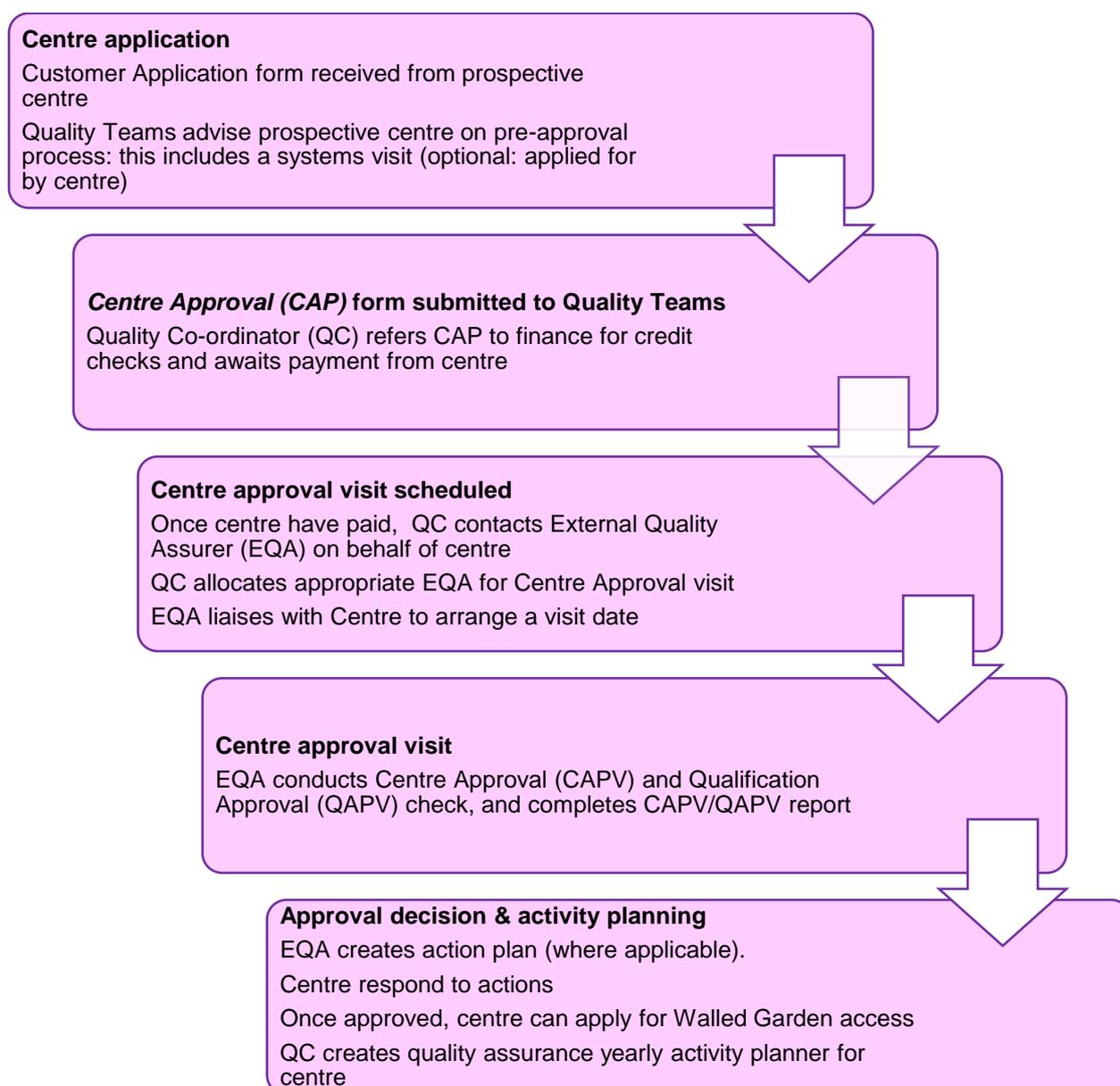
### **2.6.4 Approval costs**

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 Delivery 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 Delivery 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 Delivery 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 Delivery 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 Delivery 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 Delivery Teams. The Quality Delivery 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.

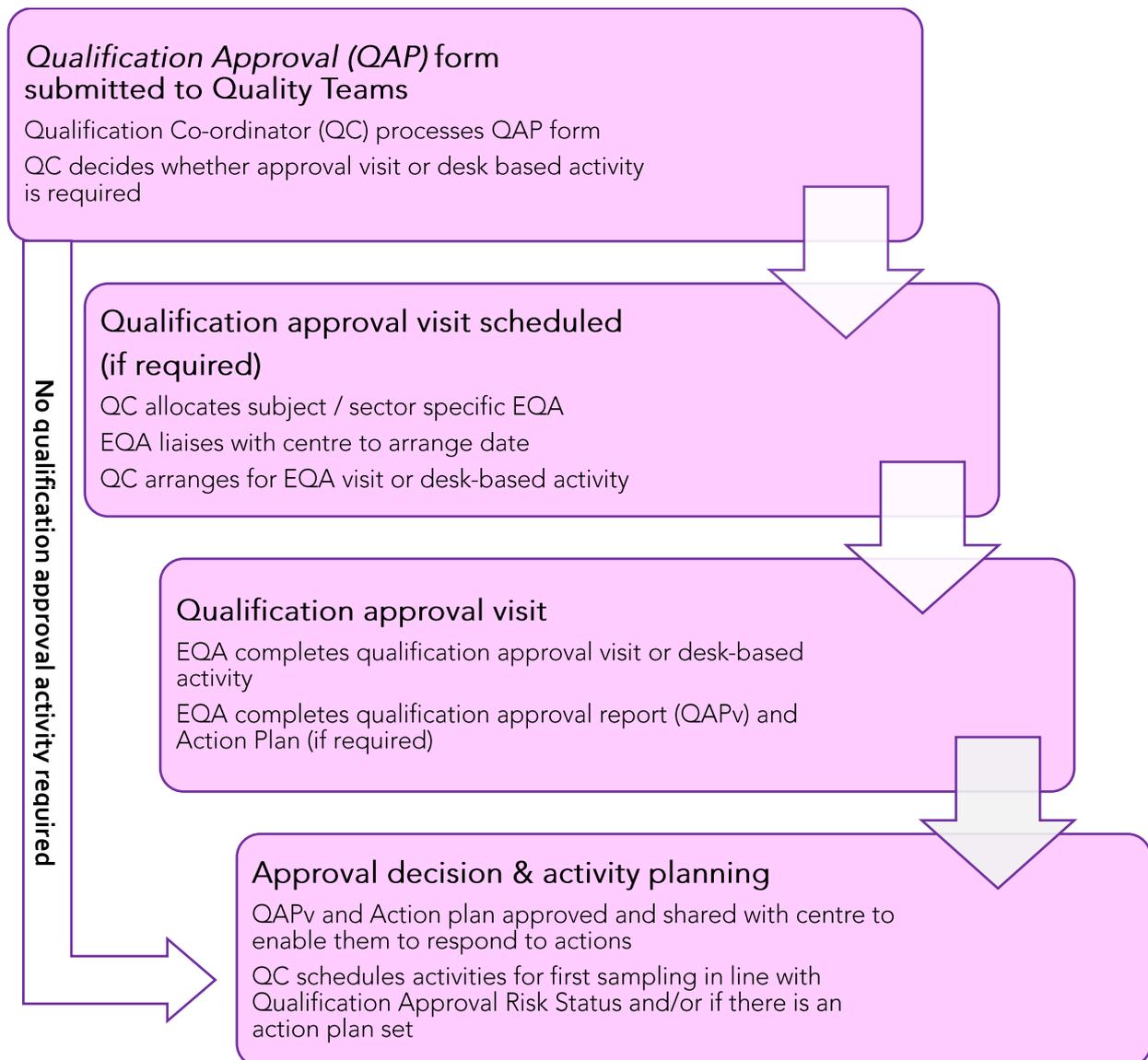
## **2.7.6 Unique centre number**

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 Delivery 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, including 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 Delivery 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 Delivery 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 Delivery 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 Delivery Teams. The Quality Delivery 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

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.

## Update 2.8.5 Technical qualifications approval

For Technical qualifications, the approval process is slightly different. For the majority of qualifications approval will be a remote activity with no approval visit. In addition, for KS5 qualifications the approval process requires that centres 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

More detail on the employer requirement can be found in the *Employer Involvement Centre Guidance* document.

Centres are able to register learners, but it should be noted that Technical Qualifications follow the structure and timetable of an academic year. Therefore learners must be registered in the autumn term of the academic year that they will certificate. In addition centres are not able to certificate learners themselves; City & Guilds issue these upon successful completion of all components of the relevant qualification. More detail on key dates can be found in the *Technicals checklist for delivery*.

Centres are not subject to the same action plans or ongoing quality assurance support activities. Quality assurance is instead maintained through end-point assessment (externally marked examinations and moderated synoptic assignments). More detail on this process can be found in the *Marking and Moderation Guide*.

## **2.8.6 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 Delivery Teams.

## **2.8.7 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**

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

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 and Republic of Ireland.
- 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

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 Delivery 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**

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**

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**

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 Delivery 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 Delivery 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.

## Update 2.14.1 Quality assurance activities

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 Delivery 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 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

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 Delivery 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 Delivery 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:

- immediately suspend the centre from registering learners, undertaking examinations and/or making claims for certification
- 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

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 Delivery Team.

## 2.18 Qualification Approval Risk Status

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
<b>L – Low</b>	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.
<b>M – Medium</b>	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.
<b>H – High</b>	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.

### 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**

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 Delivery Teams will work with the centre to support learners who may be affected by this decision.

## Section 3: General Terms and Conditions

### 3.1 General Terms

#### 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:

<b>Approval Date</b>	the date of Centre Approval;
<b>Approval Fees</b>	the fees charged by City & Guilds to the Centre as part of the centre approval or qualification approval process;
<b>Assessment Materials</b>	any materials in whatever format provided to the Centre by City & Guilds for the sole purpose of assessing a Learner;
<b>Centre</b>	a centre approved by City & Guilds;
<b>Centre Approval</b>	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;
<b>Centre Manual</b>	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;
<b>City &amp; Guilds</b>	The City and Guilds of London Institute;
<b>City &amp; Guilds Materials</b>	any materials in whatever format (excluding the Assessment Materials) provided to the Centre by City & Guilds for the sole purpose of teaching a Learner;
<b>Confidential Information</b>	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;
<b>Customer Service Statement</b>	the defined service levels published periodically by City & Guilds as updated and amended from time to time;

<b>Data Protection Legislation</b>	means European Directives 95/46/EC and 2002/58/EC and any legislation and/or regulation implementing or made pursuant to them, or which amends, replaces, re-enacts or consolidates any of them (including the General Data Protection Regulation (EU) 2016/679) ( <b>GDPR</b> ), and all other applicable laws relating to processing of personal data and privacy that may exist in any relevant jurisdiction, including, where applicable, the guidance and codes of practice issued by supervisory authorities;  "controller", "data subject" and "processing" shall be interpreted in accordance with the GDPR;
<b>Fees</b>	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);
<b>Financial Year</b>	from 1 September to 31 August each year;
<b>Intellectual Property Rights</b>	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;
<b>Learner</b>	an individual who is registered with City & Guilds to undertake learning;
<b>Minimum Spend Threshold</b>	the minimum spend threshold set out in the charges list as published periodically by City & Guilds;
<b>Personal Data</b>	information relating to an identified or identifiable natural person as defined in the GDPR, including Sensitive Personal Data;
<b>Qualification</b>	a City & Guilds programme of study for which City & Guilds has approved the Centre;
<b>Qualification Approval</b>	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;
<b>Satellite</b>	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;

<b>Sensitive Personal Data</b>	data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purposes of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation, or details of any criminal convictions or 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
- 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** For the purposes of the Data Protection Legislation, City & Guilds and the Centre are independent controllers of Personal Data, and each party must comply with its respective obligations under the Data Protection Legislation.

**3.9.2** In relation to Personal Data, the Centre must:

- collect and transfer to City & Guilds such Personal Data that City & Guilds reasonably requires for the purposes of the agreement, including:
  - Learner name, date of birth and gender;
  - information required in relation to a specific qualification or programme;
  - information required as part of City & Guilds' quality assurance processes, an investigation, appeal, or complaint;
  - information required to determine and/or provide reasonable adjustments to a Learner;
- inform its Learners in writing of the Personal Data that it collects and processes and the purposes for which it is collected and processed (which shall include the transfer of the Learner Personal Data to City & Guilds for the purposes of this agreement and as set out in the City & Guilds' learner privacy policy located at [www.cityandguilds.com/learner-policy](http://www.cityandguilds.com/learner-policy)), in accordance with Article 13 and, where appropriate, Article 14 of the GDPR;
- at the time of Learner registration, direct Learners to City & Guilds' Learner privacy policy which is located at [www.cityandguilds.com/learner-policy](http://www.cityandguilds.com/learner-policy);
- obtain the explicit consent (in accordance with the requirements relating to consent in Article 7 of the GDPR) of each Learner to the transfer of his/her Sensitive Personal Data to City & Guilds, and promptly provide City & Guilds with relevant evidence of such consent on request.

**3.9.3** If the Centre receives any complaint, notice, or communication which relates directly or indirectly to the processing of Personal Data by City & Guilds, 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.

**3.9.4** The Centre shall defend, indemnify and hold harmless City & Guilds, and its subsidiaries, affiliates, and its respective officers, directors, employees, agents, successors and permitted assigns (each, an "Indemnified Party") from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable legal and professional fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim against any Indemnified Party arising out of or resulting from the Centre's failure to comply with Data Protection Legislation, including the data protection principles therein.

### **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 serves 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: Centre administration



## 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](http://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.

Walled Garden allows users to:

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

For further information please visit [www.cityandguilds.com/walledgarden](http://www.cityandguilds.com/walledgarden)

### 4.2 Quality Portal

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.

### 4.3 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.
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](http://www.cityandguilds.com/welcometoevolve)

#### **4.4 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**

#### **4.5 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](http://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.

#### Update 5.1.3 Short courses

A qualification that is delivered and assessed in less than 12 weeks with GLH of under 120 and is subject to external quality assurance'

Any registrations for short courses, will be required to take place prior to or on the day of assessment. Any assessments which have taken place prior to registration will be picked up and appropriately actioned by our EQA team in line with *Our Quality Assurance Requirements* document.

#### 5.1.4 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.

### **5.1.5 Registering learners and centre responsibility**

The centre that registers and certifies learners is responsible for them and for the processing of their personal data under Data Protection Legislation. 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.

### **5.1.6 Unique Learner Number**

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](http://www.gov.uk/government/organisations/skills-funding-agency)

### **5.1.7 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.

### **5.1.8 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.

### **5.1.9 Learners transferring to another centre**

Centres must inform the Quality Delivery 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.

### **5.1.10 Centre staff or invigilators registered for a City & Guilds qualification**

Centres must inform the Quality Delivery 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.

## **Update 5.2 Data management**

This section (together with Section 3.9 Data Protection) outlines the data management requirements for centres. Failure to comply with these requirements could affect qualification and/or centre approval.

### **5.2.3 Policy and guidance documents**

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 2* 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.

### 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
  - ULN (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.

#### a) 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.

#### b) 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.

### **c) 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.

### **d) 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 all applicable Data Protection Legislation.
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.
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.

## **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 question**

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 Delivery 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. EQAs 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 Delivery 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

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

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 their country of approval. 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**

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.

### **6.11.1 Examinations (paper-based and e-assessments)**

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.

### **6.11.2 Independent assessment**

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](http://www.cityandguilds.com/apprenticeships)

### **Update 6.11.3 Moderation**

Moderation is the process where centre marking of internally marked assessments is externally reviewed by City & Guilds. 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.

The synoptic assignments for Technical qualifications are moderated. More detail can be found in the *Marking and Moderation Guide*.

## **6.12 Security of assessment material**

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: Useful Contacts

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

<b>UK and Republic of Ireland Centres</b>  Registrations, Exam entries, Invoices, Missing or late exam materials, Results entries, Certification. Publication enquiries: logbooks, centre documents, forms, free literature	<b>General support</b>	T: +44 (0)844 543 0000
		F: +44 (0)20 7294 2413
		E: centresupport@cityandguilds.com
	<b>e-assessment support</b>	T: +44 (0)844 543 0000
		F: +44 (0)20 7294 2413
		E: evolvesupport@cityandguilds.com
<b>New centres</b>  Sales advice and support and quality assurance	<b>Sales support</b>	T: +44 (0)844 846 0969
		E: directsales@cityandguilds.com
	<b>Quality support</b>	T: +44 (0)844 846 0969
		E: csdirect@cityandguilds.com
<b>International centres</b>  Quality assurance, sales advice, results, entries, enrolments, invoices, missing or late exam materials		Please contact your local office:  <a href="http://www.cityandguilds.com/about-us/international">www.cityandguilds.com/about-us/international</a>
<b>UK learners</b>  General qualification information		T: +44 (0)844 543 0033  E: learnersupport@cityandguilds.com
<b>International learners</b>  General qualification information		Please contact your local office:  <a href="http://www.cityandguilds.com/about-us/international">www.cityandguilds.com/about-us/international</a>
<b>Employer</b>  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 2: Related Policy & Guidance Documents

Update All of the following documents can be found on the website at [www.cityandguilds.com](http://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"> <li>• Enquiries about results,</li> <li>• centre/qualification approval,</li> <li>• malpractice investigations,</li> <li>• access arrangements or special consideration</li> </ul>
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.
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.
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.
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).
Accreditation Quality Assurance Manual	This document details the quality assurance requirements for organisations wishing to gain Accreditation for their training programmes.
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
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.
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
Manual for the End-Point Assessment Service	This Manual details the processes for the EPA Service, including: <ul style="list-style-type: none"> <li>• application, booking and registration;</li> <li>• assessment;</li> <li>• results and post-results (including re-sits);</li> <li>• fees; and</li> <li>• quality assurance</li> </ul>

## Appendix 3: Glossary of City & Guilds forms

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

Pre-approval & approval:		
Form	Description	Where?
<b>Customer Applications Form</b>	This form is for organisations intending to apply for centre and qualification approval with City & Guilds.	www.cityandguilds.com (Application for centres)
<b>Statement of Intent</b>	This form must be completed by the centre to confirm that they would like to begin the centre approval process.	www.cityandguilds.com
<b>Centre Approval form (CAP)</b>	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
<b>Centre Approval report (CAPv)</b>	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)
<b>Qualification Approval form (QAP)</b>	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)
<b>Qualification Approval report (QAPv)</b>	This is the report that is completed by the EQA following their qualification approval visit. It details how the centre meets the qualification approval criteria, examples of best practice and any areas for improvement.	n/a (used by EQAs)

<b>Post-approval:</b>		
<b>Form</b>	<b>Description</b>	<b>Where?</b>
<b>Centre Activity Report (CAR)</b>	<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)
<b>CAR 1</b>	This is used for exam audits	
<b>CAR 2</b>	This is used for senior/professional recognition award monitoring activity	
<b>CAR 3</b>	This is used for external quality assurance sampling/moderation activity external quality assurance sampling/moderation activity-remote	
<b>CAR 4</b>	This is used for systems visit/systems advisory activity	
<b>CAR 5</b>	This is used for standardisation of assessment practice qualification or generic advisory activity	
<b>CAR 6</b>	This is used for employer systems consultant monitoring activity or unannounced activity	
<b>CA1</b>	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)
<b>CA2</b>	This form helps centres provide the information requested in section 4 of Form CA1. It is not a mandatory form.	Quality Portal <a href="http://www.cityandguilds.com">www.cityandguilds.com</a> (Application for centres)
<b>PA1</b>	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)

Post-approval:		
<b>Centre Update form (CU)</b>	This form must be completed and submitted to the City & Guilds Quality Delivery 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  <a href="http://www.cityandguilds.com">www.cityandguilds.com</a> (Application for centres)

## Appendix 4: Centre Roles and 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 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

## Centre Quality Contact

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

### **Internal Quality Assurer (IQA)**

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

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- 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

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