

# **EPA Regulations for the Conduct of End Point Assessment**

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## Table of Contents

<b>1. Introduction.....</b>	<b>6</b>
1.1. Purpose.....	6
1.2. Scope.....	6
1.3. Responsibilities/duties .....	6
1.4. Definitions .....	7
1.5. Location.....	7
<b>2. Process.....</b>	<b>8</b>
2.1. Independence of EPA.....	8
2.2. Observation of the end point assessment process .....	8
2.3. Ownership of EPA material.....	9
2.4. Malpractice and/or maladministration .....	9
2.5. Conflict of Interest in EPA.....	10
2.6. Internal Quality Assurance (IQA) .....	10
<b>3. Preparing for EPA .....</b>	<b>10</b>
3.1. Preparing the apprentices for EPA .....	10
3.2. Reasonable adjustments and special considerations.....	11
3.3. Areas/accommodation of EPA assessment .....	11
3.4. Use of computers, internet/intranet and electronic devices .....	12
3.4.1. Use of computers/electronic devices .....	12
3.4.2. Use of internet/intranet/Artificial Intelligence (AI) .....	12
3.4.3. Recording of assessment .....	13
3.5. Direct booking of assessment.....	13
3.6. Failing an assessment.....	13
<b>4. Administering EPA .....</b>	<b>14</b>
4.1. End-point Journey and Assessment Violations.....	14
4.2. Security and confidentiality of EPA materials.....	15
4.3. Technical preparation and/or failure .....	15
4.3.1. Online Tests (including remote invigilation/proctor).....	15
4.3.2. Online presentations/professional discussions/Interviews conducted by an IEPA .....	16
4.3.3. Fees and/or sanctions for technology failures.....	16
4.4. Arrival and identification of apprentices .....	16
4.4.1 Arrival.....	16
4.4.2. Identification .....	16

4.4.3. Late arrivals.....	17
4.5. Duration of assessment.....	17
4.6. Apprentices finishing and/or leaving the assessment earlier than the assessment end time .....	18
4.7. Temporary disturbances to assessment .....	18
4.7.1. Toilet break or illness.....	18
4.7.2. Emergencies during EPA.....	18
4.7.3. Other unplanned disturbances.....	19
4.7.4. Continuing the assessment after a disturbance .....	19
4.8. Ending an EPA due to unsafe practice .....	19
4.9. Cancelling assessment/apprentice doesn't attend .....	19
<b>5. Security of Multiple-Choice Questions (MCQs) and/or Situational Judgement Test (SJT) and/or Short Answer Questions (SAQs).....</b>	<b>19</b>
5.1. Handling and storage of MCQ/SJT/SAQ EPA materials .....	19
5.2. Digital assessments .....	20
5.3. Withdrawal from the MCQ/SJT/SAQ assessment.....	20
<b>6. Invigilation of MCQ/SJT/SAQ EPA by external partners .....</b>	<b>20</b>
6.1. Recruitment and management of colleagues involved in invigilating EPA MCQ/SJT/SAQ on behalf of the training provider .....	20
6.2. Appropriate invigilator.....	21
6.2.1 Sole invigilator .....	21
6.2.2. Readers/Scribes/Practical/personal support .....	21
6.3. Apprentice/invigilator ratio .....	21
6.4. Assessment room/seating arrangements.....	22
6.5. Opening the assessments .....	22
6.6. Invigilation instructions .....	22
6.7. Invigilation records .....	23
<b>7. End of assessment .....</b>	<b>23</b>
7.1. End of assessment.....	23
7.2. Extra time .....	23
7.3. Labelling of work, if required.....	24
7.4. Collecting assessment materials/closing assessment.....	24
7.4.1. Paper-based assessment (including those that have papers sent electronically) .....	24
7.4.2. Online assessment (such as Secure Client) .....	24
7.5. Apprentices leaving the room at the end of the assessment.....	24
7.6. Returning assessment materials .....	24

<b>8. EPA Certification.....</b>	<b>25</b>
<b>9. Compliance .....</b>	<b>25</b>
9.1. Authenticity of evidence.....	25
9.2. Breach of conditions or regulations.....	26
<b>10. Initial Equality Impact Assessment .....</b>	<b>26</b>
<b>11. References to associated documents .....</b>	<b>26</b>
<b>12. Implementation and dissemination .....</b>	<b>26</b>
<b>13. Monitoring arrangements.....</b>	<b>26</b>
<b>14. Data Retention .....</b>	<b>26</b>
14.1. Mandatory disclosure .....	26
14.2. Confidentiality.....	27
14.3. Termination for convenience .....	27
<b>15. Contact Information .....</b>	<b>27</b>

## **1. Introduction**

These regulations cover the delivery of NCFE End-Point Assessments (EPA) which are subject to internal and external Quality and Compliance. NCFE EPA products include those which may be offered and/or delivered under an NCFE-owned brand name (for example 'CACHE').

### **1.1. Purpose**

Our regulations assist us and our partners, by outlining the framework for delivery and invigilation of NCFE end-point assessments. This is important in situations which could result in a detrimental effect on the apprentice and/or could potentially compromise the integrity of our standards, systems and/or processes.

### **1.2. Scope**

This document applies to all colleagues and partners, outlining the framework for delivery and invigilation of end point assessments.

### **1.3. Responsibilities/duties**

Partners must make sure that apprentices and staff who are involved in the design, delivery, management, assessment and/or quality assurance of our EPA, are familiar with the contents of this policy. Staff can include site, sub-site or contractual staff.

## 1.4. Definitions

Word/Acronym	Definition
ESFA	Education and Skills Funding Agency
EPA	End point assessment
EPAO	End point assessment organisation
ID	Identification
IEPA	Independent End Point Assessor
MCQ	Multiple choice question
SAQ	Short answer question
SJT	Situational judgement test
ULN	Unique learner number

## 1.5. Location

This policy is available on the [NCFE website](#).

## **2. Process**

### **2.1. Independence of EPA**

The purpose of the end-point assessment (EPA) is to test that an apprentice is fully capable of doing their job before they receive their apprenticeship certificate. It also helps to demonstrate that what an apprentice has learned can be applied in the real world.

The main training provider has overall responsibility for the training and assessment of the apprentice throughout the on-programme phase of the apprenticeship.

End-point assessment is a holistic and independent assessment of the knowledge, skills and behaviours, which have been learnt throughout an apprenticeship standard, and must be entirely independent of on-programme activity. To maintain independence and compliance with regulatory conditions, although NCFE EPA team can offer support and guidance around preparation for EPA, we cannot advise partners on *how* to deliver on-programme activity. For further guidance around requirements and preparation for EPA, please refer to the [ESFA apprenticeship funding rules](#).

EPAs must be completed:

- independently from the training of the standard
- within the requirements of the standard, associated assessment plan and within specified time allocation (no activities/questions should be set as homework); and
- independently by the apprentice.

External partners must not:

- lead on any EPA activities
- invigilate or conduct EPA assessments for apprentices they have supported during their on-programme activity
- assess the EPA evidence at any point before Gateway or during EPA activity
- record (either digitally or in written format), photocopy, alter or format EPA materials in any way.

### **2.2. Observation of the end point assessment process**

NCFE reserves the right to observe any stage of the EPA process with or without prior notification, to confirm that these regulations are being adhered to. Access should be granted to any NCFE representative, who will provide valid identification, to:

- check security of live EPA materials and/or assessments
- speak to appropriate staff involved in the conduct, handling of, or invigilation of EPA materials and/or assessments
- observe the assessment and/or invigilation process.

We also reserve the right to audit any Training Provider EPA record that involves NCFE processes and/or materials.



### **2.3. Ownership of EPA material**

All EPA material remains the property of NCFE. This includes all question papers, answer sheets/booklets and digital evidence. EPA assessment materials are not returned to external partners.

Recording or copying any elements of assessments, either digitally or in written format, by anyone other than NCFE representatives is strictly forbidden. This includes recording or copying any questions that may be asked during an assessment, either verbally or in written format.

### **2.4. Malpractice and/or maladministration**

If an NCFE representative observes, or suspects, any malpractice or non-compliance with these regulations and/or any other aspect of the EPA service, they have the right to suspend the EPA or declare the EPA void. In such cases, the NCFE EPA representative will report the incident to our EPA Quality and Compliance team, who will arrange to carry out an investigation in accordance with the Malpractice and Maladministration policy.

#### **Maladministration**

Maladministration is any activity or practice that results in non-compliance with the contents of the Contract, our EPA requirements and/or other NCFE conditions and procedures

Where possible, we will work with our Training Providers in investigating any maladministration concerns and preventing maladministration from occurring. However, we expect Training Providers to have adequate systems in place and adhere to these systems. Reoccurring instances may be considered as malpractice, and we reserve the right to investigate as such.

#### **Malpractice**

Malpractice is any activity or practice that is unethical and/or illegal that compromises, or could compromise, the integrity, reputation and/or validity of the EPA process, certificates, results, NCFE, the Training Provider or the wider education sector. Malpractice could occur at apprentice, staff, and/or organisation level.

Malpractice may be more likely than maladministration to have greater implications for apprentices, staff, and/or organisation. As such, we treat all cases of potential malpractice very seriously.

NCFE reserve the right to investigate each case of alleged or actual malpractice/ maladministration committed by external person(s) involved in the conduct of EPA in order to establish all of the facts and circumstances surrounding a case. If an NCFE representative observes, or suspects, any malpractice/ maladministration or non-compliance with our regulations, they have the right to suspend the EPA. In such cases, the NCFE EPA representative will report the incident to our EPA Quality and Compliance team, who will arrange to carry out an investigation in accordance with internal process and the NCFE Malpractice and Maladministration Policy.

NCFE will notify our partner of any concerns that may involve their apprentices, staff or organisation and will expect the Training Provider to support such concerns by conducting its own investigation into the incident(s) and reporting their findings to us.

If any actual malpractice is found, then NCFE reserve the right to:

- suspend delivery of EPA activity in an assessment location/partner organisation
- withhold results for assessments
- withhold claims for apprentice certification
- invalidate an assessment
- take any other necessary, appropriate and proportionate action.

## **2.5. Conflict of Interest in EPA**

Employers, Training Providers and End Point Assessment Organisations play a critical role in ensuring that all apprentices are judged fairly and robustly against the same criteria, thus allowing a decision to be made on whether an apprentice completing their apprenticeship programme has achieved occupational competence.

Effective management and mitigation of any perceived or actual conflicts of interest is integral to the ability of an Employer, Training Provider and End Point Assessment Organisation to deliver a robust, fair and high-quality End Point Assessment. Central to this is the need to ensure a clear separation between the delivery of the apprenticeship programme and the End Point Assessment.

In essence, a conflict of interest arises when an individual, or the employer/training provider/EPAO as a whole (including individuals or organisations contracted to deliver EPA on behalf of NCFE) has competing interests which could compromise, or appear to compromise, the outcome of an End Point Assessment.

Any conflict of interest found within EPA may be investigated via our maladministration and malpractice policy.

## **2.6. Internal Quality Assurance (IQA)**

NCFE are responsible for ensuring that all assessments are carried out fairly so that every apprentice has an equal opportunity to succeed. By implementing quality assurance measures, we continuously improve the overall quality of our assessments and enhance the effectiveness of our decision-making processes. Therefore, we have a robust IQA strategy to ensure the quality, consistency, and effectiveness of our service is standardised and valid.

All grades are subject to IQA regardless of ITP, apprentice or standard. Therefore, due to the size and capacity of some standards we deliver, some of our IQA process may take longer than usual. Knowing this, we may have the need to hold back the results of some assessments while we conduct our IQA. The need to hold results will be minimal and will only be to ensure that our internal processes are consistent and effective and will not reflect on an individual ITP or apprentice. ITPs will be informed in writing should a result release be delayed because of IQA.

All grades are subject to IQA including final EPA outcomes and, until certification, may be subject to change.

## **3. Preparing for EPA**

### **3.1. Preparing the apprentices for EPA**

Prior to any EPA activity, partners must:

- Download and understand the standard and assessment plan for the apprenticeship from the Institute's website

- Go through the assessment plan with the apprentice to make sure they understand what their end-point assessment will involve from the beginning of their apprenticeship.
- consider and plan around factors that might affect the apprentice's EPA window, for example annual leave and work commitments, so that the apprentice is not disadvantaged during EPA
- Be clear with the apprentice on employer, apprentice, training provider and end-point assessment organisation responsibilities within EPA.
- Ensure that any apprentice information input into NCFE systems is current and correct.
- Ensure apprentices are supported in practical terms through EPA. These include clarifying and supporting:
  - the dates, times and locations of the EPA assessments
  - the conditions under which their EPA journey will be conducted
  - the conditions under which their EPA assessment method(s) will be conducted
  - the resources they are required to bring to EPA and what will be supplied by the Training Provider.

Apprentices must also be made aware of the requirements and conditions of NCFE's policies, practices and procedures both within the EPA journey and when undertaking assessments themselves.

### **3.2. Reasonable adjustments and special considerations**

The provision for reasonable adjustments and special considerations are made to ensure that apprentices receive recognition of their achievement so long as the equity, validity and reliability of the assessments can be assured. Such arrangements are not concessions to make assessments easier for apprentices, nor advantages to give apprentices a head start.

There are two ways in which access to fair assessment can be maintained, which are through:

**Reasonable adjustments** – agreed before the assessment takes place; or

**Special considerations** – post assessment.

Some reasonable adjustments and/or special considerations may allow exemptions of certain conditions within this policy. Therefore, any Reasonable Adjustment and Special Consideration request must reflect accurately the apprentices' needs and concerns. They must submit within NCFE's policy timescales and must have been approved by NCFE before implementation.

Refer to NCFE's EPA Reasonable Adjustments and Special Considerations policy, for further information available on NCFE website.

### **3.3. Areas/accommodation of EPA assessment**

To ensure the EPA is administered correctly, the partner is responsible for ensuring the apprentice has access to an assessment environment that is:

- is suitable for the standard being assessed
- free from any display/teaching and learning material (such as diagrams, wall charts etc.) which may provide the apprentice with an advantage in the EPA

- suitable in terms of specialist facilities/resources (including computers and printers if applicable), where relevant
- stocked with appropriate stationery and any specified items required by apprentices
- suitably quiet, undisturbed, with adequate space, heating, lighting and ventilation.

It is understood that not all environments within EPA assessments can be controlled to examination conditions (an observation taking place in an apprentice's workplace, for example), however, in those circumstances, the apprentice should be suitably prepared by our partners to ensure that the above assessment conditions are controlled as much as possible.

For all other assessments that can be conducted in controlled environments we expect our partners to support and prepare the apprentice and the accommodation accordingly. This includes any methods other than observation that may take place on Employer/ provider nominated premises.

### **3.4. Use of computers, internet/intranet and electronic devices**

#### **3.4.1. Use of computers/electronic devices**

Partners should confirm if the use of computers/any electronic device(s) are allowed or specifically required an EPA method of assessment. This information will be in the NCFE EPA guidance for each standard. Where the assessment needs to be conducted on a laptop/computer (such as a Knowledge Test), the partner needs to:

- ensure that appropriate software is installed on computers to allow digital assessments to be conducted securely, at least 24 hours prior to assessment
- provide suitably trained Technical Assistants who are readily available in case of equipment malfunction only, and have no other involvement with the EPA
- ensure any device used to complete the EPA provided by the partner is
  - free from any material/additional facilities that would give the apprentice an unfair advantage, for example retrievable information etc
  - not borrowed from or loaned to another apprentice during the EPA.
  - does not have any AI (or any other external application not approved by NCFE) running during assessment.

#### **3.4.2. Use of internet/intranet/Artificial Intelligence (AI)**

Access to the internet or any other form of digital resource during live assessment is strictly prohibited, unless otherwise stated in individual standards and/or approved by NCFE for the purposes of the assessment method. Internet access should therefore be disabled during the period of live assessment unless approved

To maintain assessment integrity, where use of the internet is permitted, the following must be adhered to:

- the internet strength should be checked for stability before commencing assessment
- the evidence/assessment must be the apprentice's own work
- EPA material must not be uploaded onto any social networking sites/put into the public domain

The use of AI, particularly in relation to spelling, punctuation and grammar, for example, dictionary, spelling and grammar checking software, or any other cloud-based or AI tools, is not permitted in any assessment (unless via a reasonable adjustment).

### **3.4.3. Recording of assessment**

Recording or copying any elements of assessments, either digitally or in written format, by anyone other than NCFE representatives is strictly forbidden. This includes recording or copying any questions that may be asked during an assessment, either verbally or in written format.

The use of AI to record any aspect of NCFE assessment is strictly forbidden either digitally or in written format. This includes any visual, transcript or sound recordings.

### **3.5. Direct booking of assessment**

EPA bookings, including any re-sits/re-takes, are arranged via the EPA Bookings Team. Note, they are not made directly through the allocated IEPA.

Further guidance can be found in the EPA Operations Manual located on the EPA **PRO Support Materials** section.

Following a successful Gateway audit, the EPA Bookings Team will arrange assessment dates.

The EPA Bookings Team will send confirmed dates for end-point assessments to apprentices, along with calendar invites, whilst taking into consideration the apprentice availability highlighted on the Booking Form. If for any reason the apprentice is unable to attend any of the confirmed end-point assessment dates, they will have the opportunity to notify the EPA Bookings Team. This must be received within 72 hours of receiving the confirmation email; after this period, the Re-sit/Re-take/Cancellation process will apply.

**Note: Depending on the Standard, the Provider and/or the Employer may be required to attend assessments as panel members.**

### **3.6. Failing an assessment**

Where an apprentice fails an assessment, NCFE will provide feedback which:

- is sufficiently detailed to allow the Provider to interpret the outcome of the assessment and design additional training for the apprentice on the reasons for failure
- notifies the Provider of the apprentice's options for re-attempting an assessment, including details of timescales
- gives the Provider and Employer clear understanding of the Enquiry about EPA Assessment procedure.

The Provider is responsible for:

- agreeing any next steps with the employer and the apprentice including further learning if required
- reviewing the EPA Cancellation, Re-sit and Re-take Policy to understand the permitted attempts, timescales and charges

- ensuring EPA re-sits can/will be completed within the specified timescales
- any charges associated with re-sits or re-takes
- completing the Re-sit/Re-take process once the apprentice is ready to re-sit/re-take the assessment component which they failed.

#### **4. Administering EPA**

Note: reference to 'invigilator' includes both Training Provider nominated invigilators and NCFE Independent End Point Assessors (where appropriate), as the responsible person for ensuring the validity of the assessment conditions.

Note: reference to a 'room' where the assessment takes place includes the appropriate areas that are chosen for assessment by the employer/apprentice/training provider and NCFE and includes any 'meeting room' that takes place virtually.

##### **4.1. End-point Journey and Assessment Violations**

**Please also refer to 2.4 Malpractice and/or Maladministration.**

Any assessment violation within the EPA journey and/or within assessments themselves could compromise the integrity, reputation and/or validity of the assessment process, certificates, results, NCFE, the Training Provider or the wider education sector, and may be investigated under the malpractice process. Before EPA commences Training, Providers must make apprentices aware of what constitutes an assessment violation.

Assessments include all methods of assessment offered by NCFE, and all of the ways of delivering those assessments such as online/face to face/ remote invigilation.

An assessment violation is when a person within assessment and/or EPA journey fails to comply with the instructions of an invigilator, assessor, or with any printed instructions/regulations for conduct within EPA assessment. This includes instructions that may be given via third-party platforms when completing assessments online and the stipulations laid out within this regulation of conduct.

All work produced by the apprentice must be authentic. By submitting evidence for assessment, the Training Provider is confirming the authenticity of the apprentice's work. Any information taken from the internet or other sources should be cited and referenced accordingly. Any instances of plagiarism and/or evidence that answers given or submitted evidence is not the apprentices own work, will be seen as a violation of assessment.

Any other evidence submitted by partners that relates to the apprentice's EPA journey must be a true reflection of the apprentice's journey within EPA/apprenticeship. Any evidence submitted and declared as a true reflection of apprentice work and/or achievement, which is approved by NCFE using all reasonable steps within process but found later to be incorrect, will be seen as a violation of EPA.

Any person trained to assess or invigilate NCFE assessments must be made aware of what is seen as assessment violation during their training.

## **4.2. Security and confidentiality of EPA materials**

All NCFE EPA materials remain the property of NCFE. As EPA activity is a live assessment, no person, other than NCFE colleagues, is permitted to record any part of an assessment, either digitally or in written format.

All EPA materials, whether they be sent externally via mail or electronic means, or saved on internal NCFE or third-party systems, must remain securely stored and/or packaged (physically or digitally) until arrival into the assessment at the start of each EPA.

During assessments which involve multiple persons, such as cohort assessments or panel interviews, all materials must be visible and/or remain easily accessible to the invigilator throughout the assessment.

Any 'notes', or rough work approved by NCFE, must be destroyed at the end of assessment unless it is required to be submitted as part of the assessment.

## **4.3. Technical preparation and/or failure**

All technical requirements, such as access to digital resources, testing software, communication platforms, internet access or specialist equipment should be completed before the start of the EPA. Please refer to any additional guidance documents pertinent to appropriate software/platforms which will be provided with the assessment booking.

These tests include any system that is used for online assessment. Failure to perform system checks on software or platforms prior to assessment may have an impact on the assessment outcome.

Any technical disruption caused by a technical failure outside of NCFE's control may lead to the assessment being failed and/or an investigation of maladministration or malpractice being raised.

### **4.3.1. Online Tests (including remote invigilation/proctor)**

In instances of technology failure during assessments conducted on an online testing platform, the following conditions apply:

- The assessment may be invalidated and rescheduled
- The outcome of the assessment may be affected.
- The outcome may be investigated under our maladministration and malpractice policy.

Any technology failure that has been reviewed after the event (such as technical failures that are witnessed during Remote Invigilation reviews), may also lead to the above depending on the severity of failure. Please refer to the Remote Invigilation/Proctoring policy and guidance for assessments conducted under Remote Invigilation.

Any technical failure that stops an assessment outright and, after investigation, is found to be the fault of NCFE, will lead to the assessment being void and not classed as an attempt.

#### **4.3.2. Online presentations/professional discussions/Interviews conducted by an IEPA**

If any technical failure outside of NCFE's control occur during NCFE Assessor assessments, the apprentice will be required to connect to an alternative video platform within 15 minutes of the technology failure. If the apprentice is not able to connect to an alternative video platform within 15 minutes this may lead to the assessment being void and may be classed as an attempt.

The invigilator will support any technical disruptions, however, dependent on the nature of the technology failure, the invigilator will stop the assessment if they feel the assessment cannot continue. A stopped assessment may be counted as a failed attempt depending on the nature of the disruption.

Any technical failure that stops an assessment outright and, after investigation, is found to be the fault of NCFE, will lead to the assessment being void and not classed as an attempt.

#### **4.3.3. Fees and/or sanctions for technology failures**

Dependent on the nature of technology failure, the result of the EPA may be affected, and re-scheduling of EPA may be subject to re-sit fees.

In instances of continued technology failure, no further assessments will be planned until NCFE are confident that all technology issues have been resolved.

### **4.4. Arrival and identification of apprentices**

#### **4.4.1 Arrival**

- Apprentices must be in the EPA assessment room (physical or digital) at least 5 minutes before the start of the EPA to allow time for the invigilator to read out appropriate instructions
- All personal belongings must be securely stored, out of reach of the apprentices
- Apprentices are under formal assessment conditions from the moment they enter the room in which they will be taking their assessment(s) until at which point they are permitted to leave.

#### **4.4.2. Identification**

It is essential that apprentices are identified prior to the EPA:

It is essential that apprentices are identified prior to the EPA. The ID can be in any form, as long as it is a physical document/card/ID label that has the name and picture of the apprentice and is current. Please note 'physical evidence' means the actual ID. Photocopies and pictures (screen shots, for example) of the ID will not be seen as acceptable.

- Valid apprentice ID must be presented to enable the invigilator to verify the identity of the apprentice
- if valid ID is not available when assessments take place in the apprentice's workplace, members of partners' staff and/or employer who are familiar with the apprentice may be present at the start of the assessment to assist with the identification



- if identification is not possible due to religious garments being worn, e.g. a veil, then the apprentice should be approached by a partner of the same gender and taken to a private room where they should be politely asked to remove the religious clothing for identification purposes. When identification has been confirmed, the garment can be replaced, and the apprentice can proceed to complete the assessment. Please note: Training Providers must inform apprentices in advance of this procedure during their preparation of EPA process.
- If the ID is an outdated official document such as a passport and/or driving licence, we will only accept them within three months of expiry
- the apprentice must use the name that has been registered with NCFE.

Failure to follow the above may cause delays to the assessment and/or release of results. If any amendments are required to any recorded ID during EPA on shared platforms, the partner should contact the NCFE EPA Support team as soon as possible.

In any case where ID was not sufficient and/or was not available and/or has the incorrect likeness or name and/or where additional clarification for a colleague was needed, then the assessment may be allowed to go ahead. However, the apprentice results will be kept on hold until further, sufficient proof of ID from the ITP is received.

As the stipulation to provide sufficient ID is essential to maintain integrity of assessment, such instances of unsatisfactory ID being made available may be sent to our maladministration/malpractice team to review.

If an apprentice sits an assessment using another name (whether this is intentional or not), this will be investigated in line with NCFE Maladministration and Malpractice Policy.

#### **4.4.3. Late arrivals**

##### **Individual assessment**

If an apprentice has not arrived within 15 minutes of the assessment start time, the assessment will be cancelled and recorded as No-show (fail).

##### **Cohort assessment (such as more than one apprentice)**

If an apprentice has not arrived within 15 minutes of the assessment start time, the apprentice will be recorded as No-show (Fail).

Where an apprentice arrives late, but within 15 minutes of the start time, the apprentice should only be admitted to the assessment room if it does not cause disturbance to other apprentices.

Late arrivals should be recorded on the invigilation paperwork and be offered the full duration of assessment.

#### **4.5. Duration of assessment**

The duration of assessment must not be increased unless a reasonable adjustment has been agreed for an apprentice. Where applicable, approved reasonable adjustments will be evidenced on the apprentice's records and must also be recorded on the invigilator's records.

The permitted time must not be decreased. Apprentices must be given the opportunity to complete the full amount of time for the EPA.

#### **4.6. Apprentices finishing and/or leaving the assessment earlier than the assessment end time**

If an apprentice requests to leave an EPA earlier than the planned end time, either because they have finished or do not wish to continue, the following applies:

- Apprentices who have finished/withdrawn from the assessment and have been allowed to leave the assessment room early must hand in all assessment materials, including assessment paper, answer paper and any associated notes, before they leave the assessment room
- Apprentices who wish to leave an online engagement must only do so when approved by the invigilator and must end the online meeting on their devices when leaving
- Apprentices who have left the assessment should not be allowed back into the room.

#### **4.7. Temporary disturbances to assessment**

##### **4.7.1. Toilet break or illness**

If an apprentice needs to leave the EPA room temporarily because they're unwell or need to go to the toilet, the invigilator must ensure the apprentice is supervised and does not:

- speak to anyone else
- consult any notes
- have access to a mobile phone or any other electronic devices, such as iPods, Smart watches etc. or make any calls; or
- breach the security of the EPA.

In cases of cohort assessment, the remaining apprentices must not be left unattended at any point.

If any of the above is not followed and/or the invigilator feels that they cannot ensure the integrity of the assessment can be maintained during the break, they must stop and end the assessment.

##### **4.7.2. Emergencies during EPA**

If an emergency occurs during the EPA, e.g. fire alarm, bomb warning etc., the invigilator must ensure:

- the apprentice's safety is considered at all times
- all assessment materials are left on desks and/or computers left switched on
- the assessment room is evacuated in accordance with the partner's agreed emergency procedures
- apprentices are not allowed to converse with each other
- apprentices are unable to consult books, notes, mobile phones or the internet.

#### **4.7.3. Other unplanned disturbances**

If an assessment is disturbed for any reason other than those detailed above, the invigilator should use their discretion to determine if the security or validity of the assessment has been compromised and if the assessment can continue.

#### **4.7.4. Continuing the assessment after a disturbance**

If the above conditions have been adhered to and the security and/or validity of the assessment has not been compromised, the EPA can be resumed when it is safe to do so, and the full remainder of allocated time applied.

If the invigilator believes at any time that there has been a breach of the assessment security, then they must void the assessment immediately and record this on invigilator/assessment records.

If the assessment cannot be resumed, or the full duration cannot be honoured, then the invigilator must record all details on the invigilator/assessment records.

All instances of apprentices leaving the room temporarily must be entered on the invigilator/assessment records.

#### **4.8. Ending an EPA due to unsafe practice**

If any example of unsafe practice is observed or identified at any stage during the EPA, the assessment will be stopped immediately. Dependant on the nature of the unsafe practice, the assessor may need to ask questions about the practice to have clarification of what was witnessed. If unsafe practice is confirmed, and has been conducted by the apprentice, the assessment will end, and the EPA result will be recorded as a Fail grade.

All instances of stopping assessments due to unsafe practice must be entered on the invigilator/assessment records.

Dependent on the nature of the unsafe practice, it may also be necessary for NCFE to notify relevant industry regulators.

#### **4.9. Cancelling assessment/apprentice doesn't attend**

To cancel an assessment, contact the EPA Bookings Team. If an assessment is cancelled with less than 24hrs notice, or the apprentice does not attend the assessment, this will be recorded as a No-Show. This may affect the result of the EPA and be subject to re-sit fees or charges.

### **5. Security of Multiple-Choice Questions (MCQs) and/or Situational Judgement Test (SJT) and/or Short Answer Questions (SAQs)**

#### **5.1. Handling and storage of MCQ/SJT/SAQ EPA materials**

Every care is taken to ensure that all NCFE EPA materials are securely delivered and safely received. Once a partner has signed to accept delivery of EPA materials, or have received/downloaded EPA materials electronically, security of the assessment materials is then the responsibility of the partner.

At the point of delivery, assessment materials must be securely stored. It is the responsibility of the partner to set out the appropriate terms of authorisation for members of partner staff to ensure that:

- the security and integrity of the EPA materials (e.g. used/unused test papers, partially or fully completed apprentice work, and all EPA documentation) is always maintained
- partners can demonstrate the receipt, secure movement and secure storage of assessment materials
- any amendments/additions/withdrawals have been addressed with NCFE
- NCFE are informed of any errors with, or damage to, EPA materials upon receipt
- only authorised personnel have access to the EPA materials and/or completed apprentice work.

EPA material must remain sealed, stored securely and must not be opened before the scheduled date and time of assessment.

NCFE are not responsible for any loss that occurs after receipt at the partner and reserves the right to investigate any irregular circumstances under the NCFE Maladministration and Malpractice policy.

## **5.2. Digital assessments**

Partners must:

- provide appropriate security systems to prevent unauthorised access to the online platform; and
- confirm they meet the technical specification for the NCFE EPA online platform.

**Also refer to section 3.4.**

## **5.3. Withdrawal from the MCQ/SJT/SAQ assessment**

- If an apprentice attends the assessment, this counts as an attempt and the entry cannot be withdrawn.
- If the assessment is cancelled with more than 24 hours' notice, this entry can be withdrawn and will not count as an attempt.
- If the assessment has not been cancelled, or is cancelled with less than 24 hours' notice, and/or the apprentice does not attend, this will count as an attempt against the assessment and will be recorded as Fail.

## **6. Invigilation of MCQ/SJT/SAQ EPA by external partners**

### **6.1. Recruitment and management of colleagues involved in invigilating EPA MCQ/SJT/SAQ on behalf of the training provider**

The training provider is responsible for the recruitment and training of EPA invigilators and ensuring that they are equipped to carry out their duties appropriately.

EPA invigilators must be:

- appointed by the training provider and act on their behalf

- suitably trained and familiar with the content of these regulations. Details of this training must be retained on file for inspection by the NCFE EPA team as required
- provided with all resources and documents necessary for the conduct of the EPA assessments
- aware of any reasonable adjustments authorised for apprentices. (Note: all reasonable adjustments must be pre-approved in line with NCFE EPA Reasonable Adjustments and Special Considerations Policy).

EPA invigilators must not:

- be a friend or relative of the apprentice
- be an apprentice themselves on the same apprenticeship standard
- have been involved in the on-programme learning of the apprentice.

## 6.2. Appropriate invigilator

### 6.2.1 Sole invigilator

No partner may be appointed to act as sole invigilator for an EPA involving apprentices they have trained or internally quality assured during the on-programme activity of the apprenticeship. They can act as an additional invigilator only.

### 6.2.2. Readers/Scribes/Practical/personal support

When readers/scribes are approved for apprentices with reasonable adjustment requirements, it must not be possible for the reader/scribe to be overheard by other apprentices. An invigilator must also be present.

The reader/scribe may act as the invigilator only when the assessment is being conducted on a one to one basis.

When personal and/or practical support personnel are approved they must only support within the assessment, and not support with, nor conduct, the assessment itself.

## 6.3. Apprentice/invigilator ratio

The minimum number of invigilators required for the EPA of apprentices is as follows:

Number of apprentices	Minimum number of rooms	<u>Minimum</u> number of invigilators
Up to 30	1	1
30-60	2	1 per room

Where only one invigilator is present, they must be able to summon assistance in case of emergencies, without the need to leave apprentices unattended, e.g. if an apprentice becomes ill. The number of invigilators in the room must never fall below the minimum numbers specified. An invigilator is only allowed a mobile phone in the examination room for this specific purpose. The mobile phone must be kept on silent mode.

Apprentices requiring the use of a Communication Professional may need to be **accommodated in another room, in which case a separate invigilator will be required.**

#### **6.4. Assessment room/seating arrangements**

##### **Also refer to section 3.3**

In addition, for provider invigilated assessments, the partner must also ensure that the following information is visible on a board/flipchart or white board.

- the date, start and finish time for the EPA
- standard title and paper number (including pathway, if appropriate)
- partner name and number.

And that the room is set up correctly

- free from any display/teaching and learning material (such as diagrams, wall charts etc.) which may provide the apprentice with an advantage in the EPA
- a sign placed outside the room to indicate an assessment is in progress
- ensure that all apprentices can clearly see a clock which must show the actual time of which the assessment starts
- allow for apprentices to be free from disruption. If an assessment is disrupted for reasons other than emergencies, it may be invalidated
- if apprentices are working at tables or computer workstations, they must be seated on separate tables/workstations
- seating arrangements should be set out in such a way that they are unable to overlook another apprentice's work.

#### **6.5. Opening the assessments**

When assessments are opened at the allocated time/date, NCFE must be informed if:

- any materials have been damaged in transit
- there are any discrepancies in apprentice details or access codes
- missing assessments are identified; and/or
- any breach of security has occurred.

#### **6.6. Invigilation instructions**

##### **Also refer to section 5**

Invigilators must read out the generic instructions supplied with the invigilation pack.

All assessment material must be securely stored in-between sessions.

Invigilators must:

- remain alert and observe apprentices at all times
- ensure the correct examination papers have been placed face-up on the apprentices' desks. This includes modified papers or those on coloured paper. Assessment papers must never be left unattended
- before apprentices are allowed to start the assessment the invigilator must ask apprentices to check that they have been given the correct question paper for the correct EPA

- announce clearly to the apprentices that they may complete the details on their answer sheets
- announce clearly to apprentices when they may begin to write their answers. The assessment will formally start at this point
- ensure accurate timekeeping for the length of the EPA
- remind apprentices of time remaining at five minutes from the end of the allocated time
- immediately report any incidents or issues which may occur during the EPA to NCFE and complete details on the EPA documentation.

Invigilators must not:

- read or carry out any other activity unless permitted within these regulations
- leave the EPA room without another invigilator being present
- read any words from the EPA paper other than the instructions for apprentices
- rephrase or explain any terms to an apprentice
- comment or offer advice to the apprentice about their work
- make any comment where an apprentice believes that there is an error or omission on a paper. In such cases, invigilators must refer the matter immediately to NCFE.

### **6.7. Invigilation records**

All invigilation records should be accurately completed and stored by the partner unless requested to be returned to NCFE. All stored materials should be made available to NCFE on request. In instances where irregularities have occurred during invigilation, these should be written on invigilation records that are to be returned to NCFE. If the records are not required to be returned, then immediate notification of the irregularities should be made to NCFE.

## **7. End of assessment**

### **7.1. End of assessment**

A five-minute warning for the end of the assessment should be given.

For cohort assessment, if apprentices have different finishing times, this should be considered when giving the five-minute warning.

At the end of the allocated assessment time, apprentices should be instructed to:

- stop writing/working/speaking. If apprentices fail to do so, they must be warned that they face disqualification
- check their personal details are correct and completed on all documents, if required
- label their work, if required
- remain seated and silent while the invigilator collects/closes the assessment.

### **7.2. Extra time**

Only apprentices with pre-authorised reasonable adjustments should be granted extra time. Those apprentices with reasonable adjustments (extra time and/or supervised rest breaks) should carry on for the necessary additional time. Invigilators must be

aware in advance which apprentices have been granted extra time to complete their assessment and/or those with supervised rest breaks.

### **7.3. Labelling of work, if required**

All individual pieces of evidence produced/storage mediums and additional paper used by the apprentice during EPA must be clearly labelled by the apprentice with:

- Training provider name
- Apprentice name
- Apprentice ULN
- Standard
- Date of assessment.

Labelling can be completed after the EPA, under supervision, to ensure the apprentice is not changing/adding to their answers.

If an IEPA is unable to identify the evidence that relates to each task, then the assessment may not be marked.

### **7.4. Collecting assessment materials/closing assessment**

#### **7.4.1. Paper-based assessment (including those that have papers sent electronically)**

When collecting the EPA materials, the invigilator should check that the apprentice and partner information matches the details on the invigilator's register. If a discrepancy is identified, the invigilator may correct the discrepancy or add to the information recorded by the apprentice on the front of their answer sheet. In such a situation, the correction should be counter-signed on the answer sheet. Partners must not alter any other details on the apprentice's answer sheet.

If answers given on any answer sheet are not clear, or the sheet has not been completed as per instruction, then the assessment may not be marked.

#### **7.4.2. Online assessment (such as Secure Client)**

The invigilator should ensure that the system has accurately stored the assessment before closing all testing software.

### **7.5. Apprentices leaving the room at the end of the assessment**

The invigilator should ensure that all assessment materials are accounted for, prior to allowing any apprentices to leave the room, ensuring no disturbance is caused to other apprentices.

**Invigilators must also ensure any permitted 'notes' or rough work is collected and securely destroyed if not required to be handed in as part of assessment.**

### **7.6. Returning assessment materials**

All assessment materials, including unused assessment papers, should be returned to NCFE. Under no circumstances should any EPA assessment material be saved/copied by the partner.



Partners must ensure that no EPA and/or apprentice evidence is tampered with/copied at any point during or at the end of the standard.

### **Paper-based assessments**

- All assessment materials should be returned to NCFE using the return envelope provided (if applicable)
- Assessment materials must be sent by special delivery/secure courier within one working day of the assessment taking place
- NCFE will investigate why the EPA material has not been returned on time and late returns will be marked at their discretion
- The partner is responsible for the EPA material until it has been delivered to NCFE and is signed for
- Any missing materials may be investigated under the Maladministration and Malpractice policy. If a missing assessment paper needs to be withdrawn from circulation, the partner may be subject to charge of production of a replacement paper.

### **Online assessments**

- NCFE will be notified automatically when an assessment is complete
- Computers should be logged out of any assessment platforms
- Invigilation documentation should be scanned and stored by the partner and made available to NCFE on request.

## **8. EPA Certification**

Once the appeals timescale for the final grade has expired, NCFE EPA will claim the overall EPA certificate from the ESFA on behalf of the apprentice. The ESFA will usually print and dispatch the certificate within 6 weeks of our submission.

Our partners must ensure that the apprentice details saved on the EPA PRO platform correspond with those saved on the ESFA platform throughout the apprentice journey with NCFE. Failure to do this may lead to a delay in claiming certificates. Any discrepancies found by NCFE when attempting to claim certificates that are not the fault of NCFE may be investigated under our maladministration process.

Any potential Data Breach raised to us by the ESFA when attempting to deliver the certificate will be investigated the EPA Quality and Compliance team and any concerns that are not the fault of NCFE may be investigated under our data breach and maladministration process.

## **9. Compliance**

### **9.1. Authenticity of evidence**

#### **Also refer to sections 2.4 and 4.1**

All work produced by the apprentice must be authentic. By submitting evidence for assessment, the partner is confirming authenticity of the apprentice's work. Any information drawn from the internet or other sources should be cited and referenced accordingly. If plagiarism is suspected or confirmed, an investigation will be conducted, and the assessment result may be suspended or void. Lack of intent does not absolve responsibility for plagiarism.

To further validate authenticity of work, apprentices may be asked further questions on the content.

## **9.2. Breach of conditions or regulations**

NCFE reserve the right to investigate any case of suspected, alleged or actual malpractice/maladministration committed by an apprentice, partner, invigilators or other person(s) involved in the conduct of the EPA, to establish all facts and circumstances surrounding the case. The investigation will be carried out in accordance with the NCFE Maladministration and Malpractice policy.

## **10. Initial Equality Impact Assessment**

An Initial Equality Impact Assessment has been completed for this policy, and no concerns were raised.

## **11. References to associated documents**

[EPA Reasonable Adjustments and Special Considerations policy](#)

[EPA cancellation, re-sit & re-take policy](#)

[EPA Enquiries & Appeals Policy](#)

[ESFA funding rules](#)

## **12. Implementation and dissemination**

This policy is available for access via the [NCFE website](#).

## **13. Monitoring arrangements**

We will review this policy annually, as a minimum, and where otherwise necessary, and may revise it in response to the findings of any review.

## **14. Data Retention**

### **14.1. Mandatory disclosure**

It is imperative that the integrity of our assessments are maintained. We are aware that partner organisations often work with more than one End-Point Assessment Organisation (EPAO), and that therefore more than one EPAO may be at risk when things go wrong.

Our regulators have outlined some specific conditions that we must meet to protect the integrity across the sector. This includes the requirement that where certain things are identified (such as malpractice), or certain actions taken (such as when sanctions are applied) the regulators and other relevant EPAOs who may be affected must be informed.

Depending on the seriousness of the matter, we may be required to declare to our regulators that we are no longer compliant due to an act or omission by partners which has put us in breach. In this event, we may have regulatory action directed against us, such as monetary penalties. In accordance with the Contract, where appropriate, we

reserve the right to direct such financial penalties against partners, should they be as a result of the act or omission.

#### **14.2. Confidentiality**

We may need to access confidential information. We will ensure that such information is kept secure and only used for the purposes of the investigation and in line with relevant data protection legislation. We will not normally disclose the information to third parties unless required to do so, such as to our regulators and/or the Police or other relevant and/or Statutory Bodies.

NCFE will not keep personal data for longer than we need it. Once the retention period is over, and it is no longer justifiable to hold personal data any longer, data will be securely destroyed or anonymised.

All assessment recordings made by NCFE remain the property of NCFE and are considered as assessment materials to maintain integrity of our assessments. These are subject to data retention by our regulators and will be securely destroyed once the retention period is over.

#### **14.3. Termination for convenience**

Our actions under this Policy and any sanctions imposed will be proportionate. Where possible, we will always try to work with partners in resolving issues. However, nothing within this policy precludes us from invoking our right under the Contract to terminate our relationship with partners.

#### **15. Contact Information**

If you have any queries relating to this policy, please contact NCFE's EPA Quality and Compliance team in writing:

Email: [epaqualityassurance@ncfe.org.uk](mailto:epaqualityassurance@ncfe.org.uk)

Post:

NCFE EPA Quality and Compliance Team  
Q6, Quorum Park  
Benton Lane  
Newcastle upon Tyne  
NE12 8BT