



CCEA

Procedure on Conflict of Interest

(relating to CCEA qualifications and the
Regulatory General Conditions of Recognition)

Conflict of Interest Procedure

Introduction

CCEA is a Non-departmental Public Body reporting to the Department of Education for Northern Ireland and with responsibility for the provision of curriculum, assessment and examinations. As a regulated awarding body, **‘CCEA is required to identify, and manage all conflicts of interest that might detrimentally impact on standards of, or public confidence in, regulated units and qualifications’** and **‘such connected activities that might have an impact on its responsibilities as an awarding organisation’**.

CCEA is determined to ensure so far as is reasonably practicable that all its activities and, in particular, its activities as an awarding body, are free from any form of improper influence that could bring advantage or disadvantage to learners taking its examinations and assessments.

Purpose

This document is designed to provide further clarification to Contract for Services Contractors (henceforth referred to as contractors) in terms of potential and actual conflicts of interest. Contractors should read it in conjunction with their CCEA Contract for Services. Specifically, but not exclusively, this policy applies to all contracts for services and other individuals where they interact with CCEA’s awarding body functions.

Where reference is made to the Regulatory General Conditions of Recognition, it shall be accepted that this also refers to the Conditions of Recognition imposed by Ofqual, the Northern Ireland Regulator and the Welsh Government in respect of all types of qualifications offered by CCEA.

Definition

The Regulatory General Conditions of Recognition specify that a ‘conflict of interest’ exists where:

- a. CCEA’s interests in any activity undertaken by it or on its behalf, have the potential to lead it to act contrary to its interests in the development, delivery and award of qualifications in accordance with its Conditions of Recognition;
- b. a person who is connected to the development, delivery or award of qualifications by the awarding organisation has interests on any activity which have the potential to lead that person to act contrary to his or her interests in that development delivery or award in accordance with the awarding organisations Condition of Recognition, or
- c. an informed and reasonable observer would conclude that either of these situations was the case

Management and control of actual or potential conflicts of interest

CCEA will identify and monitor all conflicts of interest which relate to its qualifications and any scenario in which it is reasonably foreseeable that any such conflict of interest may arise in the future.

CCEA will ensure that contractors are aware of this policy and, where practicable, ensure they understand and meet their obligations in respect of the policy.

CCEA will take all reasonable steps to avoid any part of the assessment of a Learner (including by way of moderation) being undertaken by any person who has a personal interest in the result of the assessment. Where this cannot be avoided, CCEA will ensure that the relevant parts of the assessment are scrutinised by another person.

CCEA will require contractors to declare at the time of their offer, and when contracting contractors on an annual basis, if they have:

- Relatives taking exams they may be connected with;
- Any interests in a centre (including relatives teaching, membership of Board of Governors etc.);
- Any posts held with CCEA, other awarding bodies, Qualifications Regulators or CCEA Council
- Any personal or familial relationships with CCEA staff;
- Any private undertakings;
- Any other activities which may be construed as being or having the potential to be a conflict of interest with their contract with CCEA.

Contract for Services

There is a contractual obligation on contractors to disclose any actual conflict of interest, perceived conflict of interest, potential conflict of interest, or any other information deemed relevant during the course of their work with CCEA. Where a contractor suspects that a conflict of interest exists or could occur but is unsure if it does, s/he is required to seek advice from The Qualifications Directorate.

Where a conflict of interest, potential or real, is identified, CCEA will take all reasonable steps to ensure that it is either eliminated or mitigated in order to avoid the potential for it to have any adverse effect on learners.

Where CCEA discovers that a conflict of interest has occurred and there has been an adverse effect on learners, the organisation will take all reasonable steps to mitigate the adverse effect as far as possible.

Where a Contractor is appointed to any permanent staff position within CCEA (i.e. as an employee on a permanent contract of employment), they will be required to surrender their position as a Contractor.

Where a Contractor is appointed to a temporary staff position, i.e. employed by CCEA on any contract of employment that is not a permanent contract, they may be permitted to retain their position as a Contractor with written confirmation from the Education Manager that mitigation measures are in place to manage any potential conflict of interest.

Commercial/Educational Activities

Contractors shall be free to provide services to third parties during the currency of their respective contracts, provided these do not lead to or have the potential to lead to a conflict of interest with the qualification's activities and statutory functions of CCEA.

Contractors shall not, without the prior written permission of the relevant CCEA Business Manager, use the CCEA name for their own commercial or non-commercial purposes or whilst carrying out any other services under any other agreement with

CCEA, or allow it to be so used, whether expressly or by implication. In respect of contractors, for the avoidance of doubt, this restriction shall apply during the period of the contractor's contract and at any time after the termination of the contract.

Contractors must advise CCEA in writing of their involvement in any current or planned future commercial or non-commercial activity and/or any other interests whatsoever that may be significant to, of relevance to, or bear upon the work and operation of CCEA's qualifications. CCEA will respond in writing confirming its determination of whether the activity is/is not a conflict of interest. This determination shall be final and binding on both parties.

Should a contractor be engaged in services for any educational or commercial organisations, for example, in the capacity of a speaker or trainer or consultant or author, s/he must avoid reference to his/her contract with CCEA and, if reference is necessary and has been approved in writing by CCEA, must make it clear to all parties that his/her views/opinions or mediation of materials are not necessarily those of CCEA¹.

Private tuition

Contractors who are top team members (Chair, Chief, Principal Examiners, Team Leaders, Scrutineers, Revisers, Principal Moderators, and Assistant Principal Moderators) are strictly forbidden from providing private tuition to any person who is a candidate for any examination for which a contractor has been contracted to provide any services. A failure to comply with this requirement would constitute a fundamental breach of contract and lead to the termination of the contract.

Communication between contractors and centres

In order to avoid and mitigate against any actual or potential conflict of interest, any communication on the subject of a CCEA examination between centres, teachers or candidates and contractors should be made through CCEA and not directly between the parties concerned. Should a contractor receive or wish to make any such communication, it must be referred to CCEA.

Examples of potential conflicts that must be declared

Below are examples of different types of conflict of interest that may arise between the CfS and various parties including a student(s), schools, CCEA Staff Member, the subject matter itself and another examiner / moderator.

(A) Conflict with the Student / school

Category	Type of Conflict
Working Relationship:	A1. Senior Team Member with access to live examination / assessment materials providing private tuition to a student(s) in the subject area(s) they are contracted to work in within CCEA.
	A4. A Senior Team Member with access to live examination / assessment materials that will be taken by student(s) enrolled at the school they are contracted to teach at and for

¹ See also CCEA's Policy on Endorsement 2012.

	<p>which they have taught and prepared for the assessment / examination.</p> <p>A5. A Senior Team Member with access to live examination / assessment materials that will be taken by a student(s) not taught by them but enrolled at the school they are contracted to teach at.</p>
Personal Relationship:	A6. A Senior Team Member is a known relative of a student(s) taking an examination / assessment which is available to the Senior Team Member by virtue of their CfS role within CCEA
Legal Relationship:	A7. A Senior Team Member is a legal guardian of a student(s) taking an examination(s) / assessment(s) which are available to the Senior Team Member by virtue of their CfS role within CCEA
	A8. A Senior Team Member is on a board or committee of a school, college or training organisation that is taking CCEA examinations / assessments which are available to the Senior Team Member by virtue of their CfS role within CCEA

(B) Conflict with Education Manager

Category	Type of Conflict
Working Relationship:	B1. A Senior Team Member is in business with, or has co-authored commercial education materials with their Education Manager.
Personal / Legal Relationship:	B2. A Team Member is a relative of their Education Manager who is also responsible for the management of the CfS' member's contract or performance within CCEA
	B3. A potential Senior Team Member has applied for a position(s) on a CCEA examining team for which a relative is on the selection panel.

(C) Conflict with CCEA

Category	Type of Conflict
Working Relationship:	C1. A Senior Team Member holding two simultaneous contracts within CCEA as a Senior Team Member and as a Professional Associate.
	C2. A Senior Team Member holding two simultaneous contracts within CCEA working in Regulation and in Qualifications.
	C3. A Senior Team member who has worked for the CCEA in a fulltime, permanent capacity in the past five years
	C4. A Senior Team member who is currently in negotiation with CCEA for a contract (other than examining)

	C5. A Senior Team member who is also contracted by another Awarding Organisation to conduct work for them.
	C6. A Senior Team member has a current professional relationship with CCEA, such as membership of CCEA's Council.
	C7. Senior Team member has a current or had a known formal grievance with CCEA

(D) Conflict with the subject matter

Category	Type of Conflict
Publication:	D1. The Senior Team member has published educational work on the subject matter for which they are contracted by CCEA to work
Commercial:	D2. The Senior Team member has a business or commercial interest that could be perceived to influence conduct/operations in examinations - either favourably or adversely.
	D3. The Senior Team member has a direct commercial interest in the outcomes of examinations

(E) Conflict with other examiners

Category	Type of Conflict
Personal / professional relationship:	E1. The Senior Team member is married to, closely related to or has a close personal or professional relationship with another Senior Team member, examiner or moderator, with whom they may be required to performance manage as part of their CCEA contract.

Declaring a Conflict of Interest

Contractors with an actual, perceived or potential conflict of interest will be asked to declare this when contracted by CCEA.

As part of the Contract for Services acceptance all contractors are required to complete a declaration of interest checklist and a contract of interest self – assessment.

Contractors should at this stage declare if they think they have an actual, perceived or potential conflict of interest which will then be submitted to CfS as part of their return of contract. CfS then refers this to the relevant Education Manager.

Roles and Responsibilities

CCEA Council (Audit and Risk Committee)

The CCEA Council, represented by the Audit and Risk Committee, has overall responsibility for ensuring that conflicts of interest are identified, managed and controlled by the CCEA executive team (the Management Board which includes the Chief executive).

Executive Team (ET)

CCEA's ET will have executive responsibility for ensuring that conflicts of interest are identified, managed and controlled and that all remedial actions are taken when conflicts of interest occur.

Director of Education

The Director of Education, assisted by the senior managers within the directorate, has responsibility for ensuring that mechanisms are in place to prevent CCEA's qualifications from any improper influence including conflicts of interest and that these are robustly adhered to by employees within the Education Directorate and enforced by managers responsible for contracting contractors to work on the design, development and delivery of qualifications and examinations².

The Director of Education will be the primary point of contact for CCEA Regulation in respect of issues relating to conflicts of interest and will report relevant matters to Ofqual as required under the General Conditions of Recognition.

Education Directorate

The Education Directorate has responsibility for supporting the Director of Education by managing contractors and considering potential conflicts of interest on a case-by-case basis.

Contract for Services Team (CfS)

CfS will have responsibility for issuing and collecting declarations of interest forms for the contractors they contract and referring declared conflicts of interest to the relevant Education Managers for their consideration and actions in relation to the potential conflicts. The CfS team will retain records on actions taken to manage the conflict of interest once returned by the Education Manager.

Education Managers

Education Managers will carefully consider a conflict of interest referred to them, make a decision on how this will be managed and update the CfS team on the course of action for recording purposes.

²The responsibility for authorisation of endorsements rests with the Director of Corporate Services.

The Education Manager will be responsible for the putting in place appropriate mechanisms to manage accepted conflicts of interest.

Individual responsibility

All contractors have personal responsibility for reading and understanding this procedure, for providing truthful personal declarations and updating CCEA management of any new actual or potential conflicts of interest which they become aware of. Individuals are entitled to raise concerns about actual or potential conflicts of interest to management and will be protected under CCEA's Whistle Blowing Policy where this is appropriate.

CCEA's decision as to whether it can accept and manage a conflict of interests is final and binding.

Procedure review and improvement

This procedure will be reviewed at least on an annual basis. Any conflict of interest that may be considered malpractice or maladministration will be investigated under malpractice procedures. Procedures for managing other conflicts of interest will be developed to complement this procedure.

Conclusion

CCEA will continually identify, monitor and manage actual and potential conflicts of interest in order to safeguard the propriety and integrity of its qualifications and examinations.

CCEA retains the right to determine whether a conflict of interest exists and will take action accordingly.

CCEA acknowledges its responsibility to communicate with Contractors on a regular basis in order to ensure that they understand this procedure and to help protect them from exposure to any potential conflict of interest.

For the avoidance of doubt, where a CCEA contractor is found to have acted in breach of this procedure, this would represent a fundamental breach of contract and would entitle CCEA to terminate the contract without notice.

