POL09 – Conflict of Interest Policy

1. Purpose

To proactively identify and manage the potential for any conflicts of interest arising and protect our integrity as an End-Point Assessment organisation, ensuring that the interests of RPD, RPD employees/contracted staff and the learners / apprentices' interests are protected across the lifecycle of a qualification.

2. Scope

This policy applies to all staff at all levels, including Associates, Centres, and independent experts, such as for appeals panels. The policy:

- sets out roles and responsibilities across the organisation.
- sets out the regulatory definitions and requirements.
- defines what is meant by conflict of interest.
- sets out the roles and responsibilities for avoiding conflict of interest
- defines roles and responsibilities for managing conflict of interest
- provides examples of potential conflict of interest situations
- defines how any conflict-of-interest arisings are recorded, analysed and resolved.

3. Roles and Responsibilities

Governing Body	Oversight and accountability of organisational conflict of interest
EPA Subcommittee	Oversight of conflicts of interest across the End-Point Assessment service, reviewing data on conflict-of-interest records, including reviews and updates, and providing reports to the Governing Body
Responsible person	• Managing the conflict of interest register and log, reporting to EPA Subcommittee • Communicating and providing training where applicable on the Conflict-of-Interest Policy to all individuals across the business at least annually, and to all new staff • Ensuring contractual arrangements are in place and reviewed on an ongoing basis with any third parties with regard to conflict of interest • Reviewing declarations and decisions around mitigations • Ensuring any investigators for appeals, complaints and malpractice are free of conflicts of interest
All staff	Apparent or perceived conflict of interest can be as damaging as actual conflict of interest; therefore, all staff must recognise, and disclose situations in which they: • have had or may have a potential or actual conflict of interest • might reasonably be seen by others to have a conflict of interest

4. Regulation

In accordance with Ofqual Condition A4, RPD must identify and monitor –

a) All Conflicts of Interest which relate to it, and,

b) Any scenario in which it is reasonably foreseeable that any such Conflict of Interest will arise in the future.

And must establish and maintain an up-to-date record of all Conflicts of Interest which relate to it. This can be found in document *RPD Conflict of interest record*

Ofqual guidance on Conflicts of Interest states that "In general terms, a Conflict of Interest exists when an organisation or an individual has competing interests, which might impair its or their ability to make objective, unbiased decisions" it then defines that a Conflict of Interest exists in relation to an awarding organisation where:

a) its interests in any activity undertaken by it, on its behalf, or by a member of its Group have the potential to lead it to act contrary to its interests in the development, delivery and award of qualifications in a way that complies 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 in any other activity which have the potential to lead that person to act contrary to his or her interests in that development, delivery or award in a way that complies with the awarding organisation's Conditions of Recognition, or

c) an informed and reasonable observer would conclude that either of these situations was the case.

Having a conflict of interest does not prohibit us from operating, so long as we have in place clear procedures to identify, mitigate, manage, monitor and review so as to prevent any adverse effects arising. However, some of the Ofqual Conditions do prohibit certain Conflicts of Interest in specific circumstances:

- **Condition A8.3** prohibits anyone with a personal interest in the outcome of an investigation into potential malpractice from carrying out investigations of suspected or alleged malpractice
- **Condition G4.6** prohibits anyone with a personal interest in the outcome of the investigation into potential breaches of confidentiality from carrying out investigations of suspected or alleged breaches of confidentiality
- **Condition I1.2** prohibits anyone with a personal interest in the decision being appealed from taking decisions on that appeal.

In addition to the regulatory requirements around conflict of interest, RPD also factors in the regulatory requirements of Ofqual around confidentiality, in particular Condition **G4**. This condition means that RPD cannot utilise anyone who trains apprentices, in the apprenticeship standard that RPD assesses, to deliver assessments, even if they have not been directly involved in the training of those that are being assessed. This measure must be in place to protect the confidentiality of assessment materials.

5. Definitions

Conflicts of interest may be organisational, individual, financial or non-financial and they may be perceived, potential or actual:

Article I. **Conflict of interest -** A situation in which an employee or member of contracted staff has a private, personal or commercial interest which is likely to influence or appear to influence the objective exercise of his/her duties.

Article II. **Perceived conflict of interest -** A situation which a reasonable person would consider likely to compromise objectivity.

Article III. **Potential conflict of interest -** A situation that could develop into an actual or perceived conflict of interest.

Article IV. **Private, personal, or commercial interest -** A financial or non-financial interest of the employee/contracted staff, or to a relative or friend of the employee.

(a) **Financial interest** refers to anything of non-trivial monetary value including, but not limited to, pay, commission, consultancy fees, forgiveness of debt, property, royalties, and intellectual property rights.

(b) **Non-financial interest** refers to any non-financial benefit or advantage, including, but not limited to, enhancement of an individual's career, education or professional reputation, access to privileged information or facilities.

(c) **Relative or friend** refers to any member of an employee's close family (i.e. spouse/civil partner, non-married partner, parents, sibling or children); close personal friends; and any other person with whom the employee has a relationship which is likely to appear to influence his/her objectivity.

6. Examples of conflict of interest

There are many circumstances which may create conflicts of interest and as such it is not possible to create a comprehensive list and as a result, the risk of a conflict of interest occurring should be consciously considered at all times to ensure integrity and equality in all that we do. The following are examples of potential conflicts of interest:

Type	Examples of potential conflicts of interest that would require investigation
Organisational	• the end-point assessment organisation is also a training provider • the end-point assessment organisation is a membership or trade association and has an existing relationship with the employers of apprentices • the end-point assessment organisation provides qualifications that form part of the apprenticeship • the end-point assessment organisation, or any of its directors, has a financial stake in any of its customers, suppliers or third parties

Type	Examples of potential conflicts of interest that would require investigation
Personal	Where a staff member (at any level – Board, senior management, staff, freelance): • Chooses to conduct any other business outside of RPD which negatively impacts their ability to perform their duties • Uses their position to influence the delivery of the service, for example, by favouring one employer over another. • Accepts or offers over generous gifts or hospitality. • Holds shares in a company that is in direct competition with RPD. • Uses company property for personal benefit. Where an expert designing the end-point assessment materials: • is also carrying out work for a training provider that will be delivering the apprenticeship standard. • is also working for another end-point assessment organisation delivering in competition to RPD. • is employed by an employer of the apprentices undertaking the apprenticeship standard. Where an assessor: • has completion and achievement targets to meet. • has been involved in any element of apprenticeship on-programme delivery. • has line managed an apprentice. • is related to the apprentice or has family members related to, or friends with, the apprentice. • works (employee or freelance) for the same employer as the apprentice. • works (employee or freelance) or has worked for the training provider, even if they have not trained the apprentice.

7. Identifying a Conflict of Interest

When identifying whether a conflict of interest exists,

a) the business should ask itself whether any other business interest, or business interests of its directors, is likely to interfere, or appear to interfere, with their operation of the End-Point Assessment service

b) an individual should ask themselves whether a private, personal, or commercial interest is likely to interfere, or appear to interfere with their judgement and/or ability to perform his/her duties

If the business, or an individual believes there may be a conflict of interest but is unsure, it should be assumed that a conflict exists, it must be declared, in accordance with the process detailed within this policy.

There may be occasions where there is a risk of conflict emerging because of changes or updates to regulation, funding and rules. Where this occurs, the resultant review of policies and procedures will be subject to checks for ongoing reliability and validity in relation to the management and operation of the conflict of interest.

8. Declaring a Conflict of Interest

It is the responsibility of the Governing Body, supported by the EPA Subcommittee, to identify any organisation-related conflicts of interest.

It is the responsibility of all Employees/Contracted member of staff to declare any actual, perceived, or potential conflicts of interest.

It is the responsibility of all members of staff to proactively identify and report any potential conflicts of interest.

A copy of a declaration form is contained within the appendix.

All Governing Body members and Senior Officers are required to complete declarations, as a minimum on commencement and then annually thereafter, but updated every time there is a change to their circumstances or role within RPD or RPD Businesses. These declarations are maintained by the Governing Body Secretariat and reviewed at each Board meeting.

All RPD staff must also complete the same declarations which are maintained in the EPA Assure system (Documents)

All RPD Assessors Internal and External must complete the same declarations, maintained in the Assure system, but in addition they must confirm whether they have any conflicts of interest for each Apprentice they are assigned to assess.

A register of all the declarations, there review, and outcome will be maintained and stored on the Assure System, but all staff will be reminded to complete them, and it is the responsibility of the Office Manager to check that all declarations are up to date and recorded on the register.

Where any situation changes, for example, an individual changes their job role, they must re-submit their Conflict-of-Interest declaration.

Non-disclosure of a Conflict of Interest will result in investigation, under the *POL10 Malpractice / Maladministration Policy*.

9. Reviewing a Conflict-of-Interest Declaration

9.1 Stage 1 – review

All conflicts of interest declarations will be reviewed by the RPD Office Manager who becomes the “Reviewer” except where the conflict relates to the Office Manager/their actions directly. In these circumstances the Managing Director becomes the “Reviewer”

Where a potential or actual Conflict of Interest or personal interest has been identified, the next step is to investigate whether it does present a conflict and whether it could cause an adverse effect. An adverse effect is defined as: “An act, omission, event, incident, or circumstance” that has an adverse effect if it:

- gives rise to prejudice to Apprentices, or potential Apprentices.
- adversely affects:
- the ability of the End-Point Assessment organisation to undertake the development, delivery or provision of end-point assessment
- public confidence in qualifications.”

9.2 Stage 2 – Investigation

The investigation is carried out by the Office Manager (the ‘reviewer’), unless that presents a conflict of interest, in which circumstances the Managing Director will investigate.

The Reviewer will:

- assess the nature of the conflict
- assess the risk or threat to the organisation’s functions
- decide whether the conflict warrants further action/mitigation to be taken
- decide what steps to take to avoid or manage the conflict or adverse effect
- these steps will be presented to the EPA Subcommittee for approval

Where the investigation relates to an individual, they must not take part in any activity relating to the potential conflict, until the Reviewer has investigated and determined suitable action.

9.3 Stage 3 – Action (mitigation)

In most instances the investigation decision will result in one of the following:

- No conflict of interest is present, or the risk of a Conflict of Interest is so minimal that it does not require further management or intervention
- Acknowledgment of a Conflict of Interest and the agreement of appropriate adjustments to manage and minimise any risk. For example:
- additional observations and sampling
- double marking
- Where the integrity or equality may be compromised it may be decided that the employee/contracted member of staff cannot be involved in the activity of any kind to completely irradicate the Conflict of Interest. Where an alternative

management of the Conflict of Interest cannot be decided, this action will become the default.

Mitigation may also be timebound, and as such a date for review is captured as part of the review and investigation.

10. The Register of Conflicts of Interest

RPD maintains a Conflicts of Interest Record (Document *RPD Conflict of interest record*) to record all potential and actual areas of conflict across the business.

The Register is reviewed monthly by the RPD Office Manager and at each EPA Subcommittee meeting.

All declarations and disclosures will be kept securely on file, subject to disclosure under the Freedom of Information Act 2000. Data will be processed only to ensure that staff act in the best interests of RPD. The information provided will not be used for any other purpose.

11. Investigating Breaches of Conflict of Interest

Alleged breaches of Conflict of Interest may be identified via whistleblowing, complaints, or via quality assurance sampling and observation activities.

When a decision is made to investigate (within 5 days of notification/identification), the following steps will take place:

- Assign: Assign an investigator: Investigations will be led by RPD Office Manager unless a conflict of interest is identified with the investigator. In which case, the Managing Director will identify an alternative appropriate person with End-Point Assessment and investigation experience.
- Notify: Notify the person subject to the investigation, and the EPA Subcommittee
- Investigate: carry out an investigation, which may include interviews and data gathering. This will result in the identification of potential risks and adverse effects.
- Report: produce an investigation report with findings and recommended actions for the EPA Subcommittee and Governing Body. Where potential adverse effects have been identified, these will also be reported to the regulator Ofqual.
- Decision: The EPA Subcommittee and responsible Officer will determine actions and sanctions with refence to related policy

We aim to complete all investigations within 4 weeks of notification. Where the investigation timeframe needs to be identified, all parties will be notified, and a revised timeframe agreed

Appendix 1- Declaration

Integrity and Conflict of Interest Declaration To be completed on an annual basis, or sooner if personal circumstances change		
Name		
Date Declaration Completed		
Status	**Directly employed by RPD and this is my only job**	
	Directly Employed by RPD, but I have roles with other organisations (paid or unpaid)	
	Contractor / freelancer / self-employed	
	Volunteer	
	Other, please specify	
Role	**Director (as named on Companies House)**	
	Governing Body Member	
	EPA Sub Committee Member	
	Director (not named on Companies House) or manager	
	Quality Assurer *(please be aware that you will be subject to additional conflicts of interest checks for any IQA checks or investigations you carry out)*	
	Assessor *(please be aware that you will be subject to additional conflicts of interest checks for each apprentice you end-point assess)*	
	Administrator	
	Other (please specify)	

Personal Integrity				
You must confirm that you are not subject to any potentially adverse legal or regulatory proceedings. If you consider you are subject to legal or regulatory proceedings, you must contact RPD Office manager before completing the declaration				
I have not been the subject of any criminal convictions (other than minor driving offences)	**Correct**		**Not correct (please provide detail)**	
I have not been found by a court or any professional, regulatory or government body to have breached any provision of any relevant legislation or regulatory obligation, to which they are subject	**Correct**			
I have not been subject of any instance of bankruptcy	**Correct**			
I have not been disqualified from holding the directorship of a company or from public office	**Correct**			
I have not been subject to a finding of malpractice or maladministration, in relation to assessment delivery	**Correct**			

Confidentiality

All those involved in our End-Point Assessment service, must demonstrate professionalism, good judgment, and care at all times in handling any information. No individual involved in our End-Point Assessment service, can disclose any information belonging to RPD, or subject to data protection law, unless RPD, or the data subject, has formally authorised disclosure. This includes:

- Meeting agendas, documents, minutes, or actions
- company communications
- assessment tools or materials
- customer details (apprentice, employer, or provider)
- commercial details about RPD

Declaration		
I have read a company RPD's statement of confidentiality presented above. I agree to abide by the requirements of the policy and this statement and to inform RPD Office Manager immediately if I believe any violation, unintentional or otherwise, of the policy or this statement has occurred.	**Yes**	
	No	

Business Interests and Conflict of Interest

End-point assessment must be independent, and all work associated with the governance, design and development, delivery and award of apprenticeship End-Point Assessment must be free from bias, which may, in part, be caused by conflicts of interest. For this reason, all those involved in our End-Point Assessment service, at all levels, must declare any business or personal interests that may cause or be perceived to cause or be a conflict of interest.

Business or Financial Interests

Corporate governance requires us to capture any business interests we may have in companies or individuals we employ, or we do business with, including employers and suppliers of services. Interests include:

- a company RPD does business with also employing or commissioning you.
- a company RPD does business with that you are a director of.
- Shareholdings in a company that does business with a company RPD

You should declare an interest if:

- you stand to gain reward from the other company from their transactions with a company RPD.
- your interest could influence the decision to do business.
- benefits or losses arising from the value of shares or other assets.
- a company RPD's involvement with the other company could affect your partner or member of your immediate family.

Do you have any business interests to declare? Where any doubt exists, the advice is to declare the interest	**No**		
	Yes, please complete the following chart:		
	Name of Business	**Interested party (self, partner, or close relative)**	**Nature of Interest**
Do you have any conflicts of interest to declare? Where any doubt exists, the advice is to declare the interest	**No**		
	Yes, please provide details:		

Declaration ✓ I agree to declare any business interest as it arises, and as a minimum to sign and return this form each year. ✓ I have read, understood, and agree to abide by RPD conflict of interest policy	**Yes**	
	No	

Signature

I declare that:

- ✓ The completion of the above details is correct to the best of my knowledge.
- ✓ I am aware of my responsibilities to take reasonable steps to avoid any real or perceived conflict of interest in connection with activities I undertake on behalf of RPD.
- ✓ I understand that this declaration will be reviewed by RPD to determine any mitigating action, and will be documented on a register at RPD, which may be inspected by the qualification's regulator Ofqual

Name	
Signature	

If any of these declarations change during the year must contact RPD Office Manager to declare it

Record of Declaration Review		
To be completed by RPD Office Manager		
Are any actions required?	**No**	
	Yes, please provide details	
Record of actions taken		
Record of Decision		
Record of mitigation and/or interventions		
Date added to conflict-of-interest register		
Process for review to EPA Subcommittee		

Appendix 2 Non-Disclosure Agreement (NDA)

NON-DISCLOSURE

AGREEMENT

This Non-Disclosure Agreement (the "Agreement") is entered into as of [DATE],

between

Rail Professional Development Ltd, ("Disclosing Party"),

and

[NAME], ("Receiving Party").

Reference

The Disclosing Party and the Receiving Party may be referred to herein individually as a "Party" and collectively as the "Parties."

- WHEREAS, the Disclosing Party possesses certain confidential and proprietary information (the "Confidential Information") that it wishes to disclose to the Receiving Party.
- WHEREAS, the Receiving Party desires to receive and use such Confidential Information solely for the purposes set forth herein;
- WHEREAS, the Parties intend to enter into discussions or a business relationship (the "Purpose"); and
- WHEREAS, the Parties wish to protect the Confidential Information from unauthorized disclosure.
- NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

Definition of Confidential Information.

The term "Confidential Information" shall mean any and all information disclosed by the Disclosing Party to the Receiving Party, whether in oral, written, electronic, or other form, that is marked as confidential or proprietary or that the Receiving Party knows or reasonably should know is confidential or proprietary. Confidential Information includes, without limitation, trade secrets, know-how, financial information, technical information, business plans, strategies, customer information, and any other information that is not generally known to the public.

Use of Confidential Information. The Receiving Party agrees to use the Confidential Information only for the Purpose and to take all necessary steps to protect the Confidential Information from unauthorized disclosure. The Receiving Party shall limit the dissemination of the Confidential Information to its employees, agents, or representatives who have a need to know the Confidential Information for the Purpose and who have been informed of and have agreed to abide by the terms of

this Agreement. The Receiving Party shall not use the Confidential Information for any other purpose without the prior written consent of the Disclosing Party.

Obligations of the Receiving Party.

The Receiving Party shall maintain the confidentiality of the Confidential Information and shall take all reasonable steps to prevent unauthorized disclosure or use of the Confidential Information. The Receiving Party shall immediately notify the Disclosing Party of any unauthorized disclosure or use of the Confidential Information and shall assist the Disclosing Party in remedying any such unauthorized disclosure or use.

Exclusions from Confidential Information.

The obligations set forth in this Agreement shall not apply to any Confidential Information that:

(a) is already known to the Receiving Party at the time of disclosure.

(b) is or becomes generally available to the public through no fault of the Receiving Party.

(c) is obtained by the Receiving Party from a third party who has the right to disclose it; or

(d) is independently developed by the Receiving Party without reference to the Confidential Information.

Term and Termination.

This Agreement shall remain in effect until [Date 1 year] or until terminated by either Party upon [NUMBER] days' written notice. The obligations of confidentiality and non-use set forth herein shall survive the termination of this Agreement.

Remedies.

The Parties acknowledge that any breach of this Agreement by the Receiving Party would cause irreparable harm to the Disclosing Party that could not be adequately compensated by monetary damages alone. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief to enforce the provisions of this Agreement, without the need to post a bond or other security.

Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of England and Wales, without giving effect to any choice of law or conflict of law provisions.

Declaration from Receiving Party

I acknowledge that:

During the course of my employment I may handle, acquire or have access to information of a secret or confidential nature including but not limited to technical and non-technical client related information, know-how and working practices, data, drawings, designs, processes, methods, plans, reports, computer programmes, correspondence, End Point Assessment (EPA) question banks, terms of contracts and agreements, management, personnel or administrative information and other information of a like nature relating to RPD, its clients, suppliers and business associates whether recorded in eye or machine-readable form and whether supplied in a tangible form, verbally, electronically or by demonstration and whether the property of RPD or a third party and whether or not stated to be marked as confidential (‘Confidential Information’)

1) RPD requires the Confidential Information to be protected to preserve its and its client's goodwill, trading connections and business.
2) RPD may incur loss or liability because of any unauthorised disclosure OF Confidential Information.
3) I will receive Confidential Information entirely in confidence and for use solely for the purpose of my employment with RPD.

I undertake to RPD that in consideration of my employment and being allowed access to Confidential Information I will always both during my employment and after it has terminated (in any manner) unless otherwise permitted in writing by RPD:

1) not at any time disclose or cause to be disclosed any Confidential Information in any manner to any unauthorised person, except to RPD staff that properly require it or if ordered to do so by any Court of competent authority (and then only to that extent and no further).
2) take every reasonable precaution to ensure that Confidential Information is kept secret and confidential and not disclosed in any manner to any unauthorised person.
3) take every reasonable precaution to ensure that the interests of RPD in the Confidential Information are fully and adequately protected and preserved at all times.
4) use the Confidential Information only for the purpose of my employment with RPD and not otherwise.
5) not use any Confidential Information for my own benefit or for the benefit of any third party or in any manner which might injure or cause loss directly or indirectly or which is in any way detrimental to RPD, its clients, suppliers, or business associates;
6) save as necessary for the performance of any duties I may be entrusted with during my employment with RPD, not make or take or permit to be made or taken any copy, photograph, note, summary, sketch or model (recorded in any form or on any medium whatsoever including electronically) of any Confidential Information nor remove or permit to be removed from RPD offices any documents, copies, notes, summaries, sketches, papers, products, models or other item on any medium whatsoever containing or relating to any Confidential Information; and
7) at the request of RPD deliver to RPD any tangible items of Confidential Information and any copies in my possession or under my control.

Entire Agreement

Disclosing party		**Receiving party**	
Signed	_____	**Signed**	.....
Name	_____	**Name**	.....
Date	.....	**Date**	.....