

Review of involvement of teachers in producing assessment materials: an international perspective



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Author

This report was written by Dennis Opposs, Ofqual's Standards Chair.

Background

Ofqual is currently conducting a review of the rules under which serving teachers take part in writing and reviewing examination question papers, and the safeguards in place to prevent disclosure of confidential information. We will investigate whether the safeguards in place are sufficiently robust and whether we should implement any changes.

To inform this review we are interested in what safeguards are used in examinations run in countries outside England.

Methodology

Eight high-stakes examination systems were chosen on the basis that:

- there were sufficient similarities between the examination system and UK-style general qualifications
- we had reason to believe that teachers in those systems were involved in writing and reviewing question papers
- the countries involved represented a mix in terms of their geographical location and position in the Corruption Perceptions Index 2016

The systems selected were as follows:

Georgia: Unified National Examinations

Hong Kong: Hong Kong Diploma of Secondary Education

Ireland: Leaving Certificate

Singapore: Primary School Leaving Examination

South Africa: IEB (Independent Examinations Board)

USA: The Advanced Placement Program

Victoria, Australia: Victorian Certificate of Education

West Africa (several countries): West African Senior School Certificate Examination

Ofqual is most grateful to the senior staff from each of these systems and from the Scottish Qualifications Authority who engaged so openly with our initial request for information and with follow up enquiries.

The three questions to which our contacts were asked to respond were as follows.

1. It's important that examination questions remain secret until the day that the examination is taken by the students. In connection with this security issue, what safeguards do you put in place that apply to all those who write the examination papers?
2. Are examination questions written by any teachers of students who take those examinations? If so, what additional safeguards do you put in place to ensure that those teachers cannot unfairly advantage their students?
3. In practice, have you had any problems with teachers who write question papers taking unfair advantage of their position?

Results

This section comprises summary reports from each of the eight examination systems selected.

In the **Hong Kong** Diploma of Secondary Education Examination and **West African** Senior School Certificate Examination, selected teachers are involved in setting examination questions. However, individuals who teach students taking the examination will not have had sight of the question paper in advance.

In Hong Kong, those teaching students on the first year of the three-year diploma course can be involved in question paper development but those teaching students in the second and third years cannot. There is a declaration system in place whereby personnel who are involved in the development of examination papers declare any conflict of interests with regard to family and/or close relatives/friends taking the examination, authorship of relevant textbooks and practice materials etc. . They also need to abide by the confidentiality clause in the Hong Kong Examinations and Assessment Authority Ordinance. .

In West Africa, teachers can be involved in all examining activities except the compilation of items into question papers. That activity is handled by staff of the examination board, helping ensure that teachers who have been involved in the production of items cannot know which items will appear in which year's examination.

Similarly in **Georgia**, unified national examination item writers are allowed to work at academic institutions such as universities and schools. . However, they are not allowed to teach in grade 12 or to give private lessons to the students who are going to sit the examinations. . The contracts that are signed by item writers bind them to keeping any data confidential. However, the agreement itself doesn't set out any respective sanctions or extra penalties. . Item writers work in a special digital space which is highly protected and equipped so that third parties, or even the item writers are unable to access the database of questions. Although item writers know the

contents of the final draft of the test, there have not been any cases of disclosure so far. The firm belief is that mutual understanding results in fair testing.

Georgia has had one case in terms of illicit disclosure of the National Olympiads (which is not a high stakes test). In National Olympiads there are three stages. The first stage is administered by the schools, with tests sent from the examination board to school principals by mail one day before examination. Four years ago somebody disclosed the tests one day prior to the examination date and uploaded them on social media. The culprit has not been found.

In **Victoria**, Australia, involvement in examination development is strictly controlled by the Victorian Curriculum and Assessment Authority (VCAA). Anyone in the following circumstances is ineligible:

- involved in teaching, tutoring, coaching or lecturing any student/s enrolled in the study and therefore likely to be undertaking the examination
- closely related to or associated with any student enrolled in the study or with a close personal relationship with a teacher preparing students for the examination
- involved in preparation of examination papers, practice examination questions or other materials used to prepare students undertaking the examination for any organisation other than the VCAA

All these issues are considered and confirmed as part of the application process and during the nomination and approval processes for everyone involved in examination development and review. Completion of a criminal records check is a condition of an examiner's appointment.

Each examination writer and reviewer agrees to the following in a form agreement with the VCAA:

- non-disclosure of examination content, answers and other associated material
- requirement to report any circumstance or incident where confidential examination materials or information has or may have become known to unauthorised persons
- no public statements about the examination without approval
- no promotion of involvement in examination development

VCAA Examinations staff brief all examination writers about their responsibilities with respect to security and confidentiality. These requirements are re-iterated and documented as formal declarations at key stages throughout the process. Any offsite examination drafting is managed using encrypted storage devices and through secure file transfer. All examination materials are transferred to the VCAA secure site after completion of drafting. Further work by examination development panels on the development of the examination occurs at the VCAA secure site. Examination

developers and reviewers are required to sign a declaration that no draft or other materials have been retained.

While **Singapore** did not provide answers to the three questions directly, the examination board informed us that their guidelines and practices would not be very different from those of other established examination boards. . They believe that the key to protecting security and integrity of examinations goes beyond the processes and procedures put in place and that it is mostly about the people they entrust to do the job. . While examiners may sign undertakings, declare no conflict of interest etc., the real test is their personal integrity and their commitment to protect the integrity and security of examinations.

The IEB in **South Africa** (which is a relatively small examination board) works on the assumption that the number of people working for them who both write questions and teach students taking those same examinations is small. People are only appointed as examiners if they have already worked with IEB as a marker, team leader and senior marker. . Internal moderators are normally people with substantial experience as an examiner.

Teachers and schools registered with the IEB have a contract with the board and should a teacher who does examination work for the IEB behave dishonestly they will lose their professional reputation. . More critically schools are required to cease using the teacher in any IEB business at the school. Given that the South African qualification has a school-based assessment component, this provision effectively means they may no longer teach at any school registered with the IEB. . In training IEB emphasises the importance of this for the system and that should they undermine the system, the impact is that the credibility of their own children's achievement is severely undermined. . Should a school not take action against the teacher, the school is de-registered as an IEB examination centre.

The board tracks statistics before and during examiners' tenure, for example, analysis of the performance of students at their school in the years prior to their appointment and then during their appointment to try and detect trends; number of students from the school in the top 1%, 3% in the subject they are assessing; performance in paper 1 against paper 2 where that is possible, performance of the same students in other related subjects.

In the last 12 years, IEB has had one teacher who had included a question from the examination in a school test. The internal moderator detected this beforehand and the teacher was removed from any examining function. The Board reset the paper. . In another instance, IEB suspected a problem but a closer inspection of the statistics showed that was simply a good year at the school. Those are the only instances they have had. . Interestingly we had an instance this year where an examiner prepared a study guide for his learners that closely resembled the examination paper. The

examiner has been removed from any IEB work at the level of the IEB and at the school.

In the **USA**, the Advanced Placement Program® (AP) is run by the College Board. All non-employees of the College Board who have access to secure test materials are required to sign a non-disclosure agreement (see Annex A). Additionally, items are written by both internal staff and committees/individuals that are subject matter experts but not an employee of the College Board or the Educational Testing Service (ETS). Materials are kept secure and able to be viewed only in secure and monitored environments so materials may be available to test development committees during meetings but materials are not allowed to leave the room. An inventory of materials shared in the meeting is kept and materials are numerically identified to allow for an accounting of materials at the end of the day to be sure all materials are returned. If multiple copies of materials are available, such as one per committee member, the numeric ID of materials provided to each member is recorded and that member held accountable for the return of that set of materials at the end of the day. . Cell phones and other electronics are not allowed to be used in the meeting room when secure materials are present.

The item writing and test development process takes place over several years and that also helps with the security. For instance, an item written this year would not appear on an examination for at least one and more likely two or more years. Items written by teachers and consultants are reviewed by professional test development staff and undergo revision, editing, and possibly pre-testing before the item would be potentially included on an examination. Membership on a committee changes periodically with members rotating on and off the committee so it is possible that an item would not appear on an examination until after the writer has rotated off, though this is not a requirement. The committee does usually review the final examination paper before it is sent to the printer but the same security measures discussed above are still employed and it is often a year or more between an examination being finalised and available in print for operational administration.

Most of the items written by non-employees are written by members of the development committee for that examination. These committees have approximately 10 members with six or seven representing higher education and the remainder being current AP teachers. Generally, by the time a teacher has reached the level of prestige to be a development committee member, they are well known to AP and have been vetted over several years as both an AP teacher and a reader of the student responses of the examinations free response questions. Typically, anyone that is likely to misuse their inside knowledge has been identified and ruled out as a potential development committee member by that time. In many cases, being an AP teacher is an earned honour at the school where they teach and teachers are not usually willing to put that honour at risk. The College Board performs test security

analyses regularly to detect cheating, unusual testing performance patterns, or other irregularities that may suggest potential concern. This would include state and school level analyses which may suggest that a local problem exists such as a teacher with inside knowledge or a teacher providing coaching or unauthorised assistance to students during the examination.

Very few problems of this type have been encountered. However, when identified legal action may be taken where appropriate, or the leadership at the school where the individual is employed would be notified. In some cases, the teacher may no longer be allowed to teach an AP course and/or may not be eligible for participating in any future AP activities such as being a reader, participating on a standard setting panel, etc. The action taken will depend on the type of problem and the impact of the problem on the AP program and/or student scores.

In **Ireland**, those involved in writing examination papers for the State Examinations Commission (SEC) are in two categories. . Examinations and Assessment Managers are full-time permanent staff of the Commission who are appointed as subject and assessment professionals and act as Chief Examiners for the various examinations under their remit. . Being civil servants, they are subject to the Official Secrets Act, as well as internal security protocols. . As is the case with HQ operations staff, SEC captures potential conflict-of-interest information about them annually, including information about relatives sitting examinations (although having a relative sitting the examination does not preclude them from being Chief Examiner for it). They are precluded from providing tuition in any form to second-level students. .

All those involved in preparing papers are subject to the provisions of the 1988 Education Act under which various types of examinations malpractice are offences potentially attracting a prison term of up to two years (see Annex B).

SEC considers it important for the validity and credibility of the examinations that practicing teachers of the subject concerned at the level concerned be involved in the development of the examination papers. . The main safeguards are as given in the Manual for Drafters, Setters, and Assistant Setters, the Code of Practice (see Annex C) and the Declaration form. The safeguards involve:

- the selection mechanism for these staff
- the documentation and training they receive and the code of practice they sign up to
- the potential for analysing outcomes from their classes or schools

The selection mechanism

These positions are not filled by open competition. . Drafter, setters and assistant setters are nominated by the Chief Examiners, based on their experience of working

with the people concerned, usually as experienced senior members of the examining (marking) teams. . Accordingly, in general, there is a well-established professional relationship between the Chief Examiner and the nominee that gives the Chief Examiner confidence that they can rely on the integrity of the nominee. . (The documentation allows for the possibility that they might not be so well known, but in practice, they almost always are.) What SEC's Manual says about this process is given in Annex D.

Documentation, training, code of practice

This is as described in the Manual for Drafters, Setters and Assistant Setters, the Code of Practice and the Declaration. . Furthermore, all drafters receive seminar-based training on first appointment, at which one session is devoted to issues of integrity, confidentiality, and security. . Setters and assistant setters (who have usually previously been drafters in any case) also receive training, either individually or in small groups, that also deals with this issue.

Potential for analysing outcomes

Information on classes taught by the person concerned is captured annually. . This allows for investigations to be carried out in any case where a suspicion has been raised that a contracted person has conveyed advantage on his/her own students.

SEC has not had any problems with teachers who write question papers taking unfair advantage of their position.

In **Scotland**, following the collection of the data above, some examination boards suggested that Scotland would be an important example to consider so some data (in a different format) was collected from the Scottish Qualifications Authority (SQA).

SQA now mainly appoints as senior examiners practicing teachers who have current or recent experience of delivering the relevant course. That helps to optimise the content validity of the question paper. SQA do not rely wholly on practising teachers, though, in setting question papers. For example, they make use of a native speaker orthographic check in modern languages and a specialist content check by a university subject specialist in the sciences.

The majority of question papers are developed from items that have been submitted to an item bank. Teachers who write items would not know in which year their items may be used or indeed if they will be used at all. . Each year's papers are constructed from items selected from this bank and only a very limited number of the senior examiners has sight of the complete question paper.

SQA's processes should permit them quickly to trace the source of any breach. . Limiting access to the complete question paper to a very small number of individuals

helps SQA to manage the risk of a breach of confidentiality. It also helps identify the individuals potentially involved very quickly and enables appropriate action to be taken.

The contracts for all appointees contain specific confidentiality clauses with which they have to comply. Any breaches or potential breaches of confidentiality would result in SQA excluding those people from their question paper setting process. It may also result in serious personal and professional implications for the individual involved, through their employer and through the General Teaching Council for Scotland. This would, however, be a matter for the employer of the teacher.

Since the rise of social media, security breaches of this type are much more evident than they were previously. For SQA they have been relatively low occurrence events.

Conclusions

Systems in which teachers both write examination questions and teach students who take those examinations use a variety of safeguards to prevent malpractice by those teachers. These safeguards include:

- relying on personal integrity and potential threats to professional reputations
- mechanisms associated with the appointment process, training and applicable codes of practice
- using secure environments to develop and store items and question papers
- examiners not knowing in which examination a question that they have written will appear
- statistical monitoring of the examination results of classes taught by the examiner
- including confidentiality clauses in contracts
- using legally binding non-disclosure agreements
- Acts of Parliament that describe offences in relation to examinations.

Annex A

College Board Confidentiality Agreement

THIS CONFIDENTIALITY AGREEMENT, dated as of the 15th day of June 2017, is made between _____ (“Consultant”) and **College Entrance Examination Board** and/or any of its direct or indirect parents, subsidiaries or affiliates (taken together, the “College Board”).

WHEREAS, in connection with the consideration of a possible business relationship (the “Services”) between Consultant (or one of its affiliates or subsidiaries) and College Board, has provided or will provide to Consultant information regarding the College Board that is not available to the general public; and

WHEREAS, in consideration for, and as a condition to, the furnishing of such information, Consultant hereby agree as follows:

1. Consultant (i) acknowledges the confidential and proprietary nature of the Confidential Material (as defined below) and (ii) agrees to hold and keep the same confidential as provided in this Agreement, and to take all reasonable measures at its own expense to restrain its representatives from prohibited or unauthorized disclosure or use of the Confidential Material.

2. For purposes of this Agreement, “Confidential Material” shall include, but shall not be limited to, all information, data, reports, analyses, compilations, studies, projections, forecasts, records, technical notes and graphs, product development agreements, technical memoranda and correspondence, unpublished computer code (both source code and object code), and other materials (in whatever form maintained, whether documentary, computerized, electronic, oral or otherwise), that contain or otherwise reflect information concerning the College Board, and that (i) are provided to Consultant or its representatives in connection with the Services by or on behalf of, or concerning, the College Board, whether prepared by the College Board and/or its advisors, agents, or otherwise, or (ii) are prepared by Consultant, its representatives, or others and that contain or otherwise reflect or are based upon, in whole or in part, any such Confidential Material

3. All Confidential Material delivered pursuant to this Agreement:

(a) shall be maintained in confidence, and may only be disclosed to those employees of Consultant who have a need to know the same for the sole purpose of providing the Services; and

(b) shall not be used by the Consultant or its employees for any purpose other than for the purpose of providing the Services or with the express prior written permission of the College Board.

For purposes of this Agreement only, “employees” include employees, agents, representatives, directors, advisors, and consultants of Consultant. A “need to know” means that the employee requires the Confidential Material to perform his or her responsibilities in connection with the Services.

4. In addition, without the prior written consent of the College Board, neither Consultant nor any of its employees will (i) disclose to any third party or (ii) make, directly or indirectly, any public comments, statements, or communications with respect to the following: (a) that the Confidential Material has been made available to it; (b) that discussions or negotiations are taking place concerning the provision of the Services; or (c) any of the terms, conditions, or other facts with respect to any such Services, including the status thereof or any termination thereof, provided that (i) Consultant may make such disclosure if it has received the written opinion of its counsel that such disclosure should be made by it in order that Consultant not commit a violation of law, and (ii) prior to such disclosure, such Consultant promptly advises and consults with the College Board and its respective legal counsel concerning the information proposed to be disclosed.

5. In the event that Consultant or any of its employees are requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or similar process) to disclose any of the Confidential Material, Consultant shall provide the College Board with prompt written notice of any such request or requirement so that the College Board may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver, Consultant or its employees are nonetheless, in the written opinion of counsel, legally compelled to disclose Confidential Material to any tribunal or else stand liable for contempt or suffer other censure or penalty, Consultant or its employee may, without liability hereunder, disclose to such tribunal only that portion of the Confidential Material that such counsel advises is legally required to be disclosed, provided that Consultant and its employees exercise its respective best efforts to preserve the confidentiality of the Confidential Material, including, without limitation, by cooperating with the College Board to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Material.

6. The obligations of paragraphs 3, 4, and 5 above shall not apply, however, to any information that:

(a) is lawfully in the Consultant's possession, without an obligation of confidentiality, prior to receipt hereunder;

(b) is received independently by the Consultant from a third party who was free to lawfully disclose such information to the Consultant; or

(c) is independently developed by the Consultant without the use of Confidential Material as evidenced by the Consultant's business records.

7. Confidential Material shall not be deemed to be in the public domain merely because any part of said information is embodied in general disclosures or because individual features, components, or combinations thereof are now or become known to the public.

8. Confidential Material, including permitted copies, shall remain the property of the College Board. Within thirty (30) days of a written request by the College Board, Consultant shall return all Confidential Material and all copies to the College Board; *provided*, that Consultant shall have the option to destroy any Confidential Material described in clause (ii) of Section 2 hereof. Consultant shall certify in writing that it has satisfied its obligations under this paragraph 8 upon a written request by the College Board. Notwithstanding the return or destruction of such Confidential Information, Consultant, together with its employees, shall continue to be bound by the provisions of this Agreement.

9. This Agreement does not obligate any of the parties to enter into any further agreement or to consummate any transaction, including, without limitation, the Services.

10. Consultant agrees that the conditions in this Agreement and the Confidential Material disclosed pursuant to this Agreement are of a special, unique, and extraordinary character and that an impending or existing violation of any provision of this Agreement would cause the College Board irreparable injury for which it would have no adequate remedy at law, and further agrees that the College Board shall be entitled to obtain immediately injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity.

11. This Agreement represents the entire understanding and agreement of the parties and supersedes all prior communications, agreements, and understandings relating to the subject matter hereof. The provisions of this Agreement may not be modified, amended, or waived, except by a written instrument duly executed by the party against whom enforcement of such modification, amendment, or waiver is sought. This Agreement may not be assigned by any party without the prior written consent of the other party. This Agreement is made subject to and shall be construed under the laws of the State of New York without reference to the provisions thereof regarding conflicts of law.

12. Each party warrants that it has the authority to enter into this Agreement for itself and its corporate affiliates and subsidiaries.

13. In the event any provision or portion of this Agreement is determined to be invalid or unenforceable for any reason, in whole or in part, the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

14. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first specified above.

**COLLEGE ENTRANCE
EXAMINATION BOARD**

By: _____

By: _____

(sign)

(sign)

Name: _____

(print)

Name:

(print)

Title: _____

Standard Setting Panelist
Representative

Title:

College Board

Annex B

Ireland: Education Act, 1988

Offences. **52.**—(1) A person who—

- (a) knowingly and without lawful authority publishes an examination paper or part of such paper to any other person prior to the holding of the examination concerned,
- (b) has in his or her possession without lawful authority an examination paper or part of such paper prior to the holding of the examination concerned,
- (c) carries out any duties relating to the preparation of examination papers and knowingly and without lawful authority provides a candidate for an examination or any other person with information concerning the material prepared by him or her in the course of those duties with the intention of conferring an advantage upon a candidate over other candidates,
- (d) knowingly and wilfully credits a candidate with higher marks than the marks to which that candidate was entitled with the intention of conferring an advantage on that candidate over other candidates,
- (e) knowingly and maliciously credits a candidate with lower marks than the marks to which that candidate was entitled,
- (f) personates a candidate at an examination or knowingly allows or assists a person to personate a candidate at an examination,
- (g) knowingly and maliciously destroys or damages any material relating to an examination,
- (h) knowingly and maliciously obstructs any candidate or a person engaged in the conduct of an examination or otherwise interferes with the general conduct of an examination,
- (i) knowingly and without lawful authority alters any certificate or any other record, including a record in machine-readable form, containing the results of an examination, or
- (j) knowingly issues or makes use of any certificate or other document which purports to be a document issued by the person or body under whose authority the examination was conducted and to contain the results of an examination knowing that those results are false,

shall be guilty of an offence.

(2) A person who knowingly aids, abets, counsels or procures another person to commit any offence under *subsection (1)* or conspires with another person for the commission of any such offence shall be guilty of an offence.

(3) A person who is guilty of an offence under this section shall be liable—

(a) on summary conviction, to a fine not exceeding £1,500 or (at the discretion of the court) to imprisonment for a term not exceeding six months, or to both such fine and such imprisonment, or

(b) on conviction on indictment, to a fine not exceeding £5,000 or (at the discretion of the court) to imprisonment for a term not exceeding two years, or to both such fine and such imprisonment.

(4) No action shall lie against an examiner in respect of anything done by him or her in good faith and in pursuance of his or her functions as an examiner.

Annex C

Ireland: Code of Practice for Drafters, Setters and Assistant Setters

1.1 Introduction

The State Examinations Commission (SEC) is committed to maintaining and enhancing the credibility of the examination system. In order to do this it is necessary to put in place procedures which will help to ensure that principles such as trustworthiness, impartiality, consistency and fairness are central to the provision of the State examinations. Any compromise of these principles, either real or perceived, has the potential to damage the integrity of the examination system and thereby undermine the current high level of public confidence in the system. This Code of Practice sets out the procedures which Drafters, Setters and Assistant Setters are required to follow in carrying out their work for the Commission.

1.2 Confidentiality/Anonymity

It is imperative for the independence and integrity of the examination system that the highest standards of confidentiality and anonymity are maintained at all times. The duty of maintaining anonymity rests with the Drafter/Setter.

As Drafter/Setter you should

- exercise the highest standards of confidentiality in relation to your work
- take every precaution to ensure that work colleagues, students, family or any other persons outside of the SEC do not know that you draft/set examination papers for the SEC.

As Drafter/Setter you should not

- discuss any aspect of your work with any person other than with the Chief Examiner or other authorised SEC personnel
- divulge to any other person the identity of other Drafters/ Setters whom you may have encountered at training seminars, panel meetings, etc.

1.3 Duality of Roles

Most Drafters and Setters are practising teachers and may be teaching students at the level for which they are preparing examination papers. Drafters/Setters may also have relatives sitting the particular examination. In order to maintain the principle of inter-candidate equity, the dual roles of Drafter/Setter and teacher/relative, must not confer any advantage on certain candidates.

As Drafter/Setter you should ensure that

- the role of teacher and that of Drafter/Setter are kept mutually exclusive at all times

- your knowledge of the examination paper does not confer unfair advantage on any candidate.

1.4 Fairness

The examination paper should be fair to all candidates at the level concerned. Candidates must not be advantaged or disadvantaged by biases in the examination paper.

As Drafter/Setter you should ensure that

- the items you draft/set are free from influence of particular textbooks and other teaching resources
- your use of a particular text or teaching resource, in the course of your work as Drafter/Setter, does not confer an unfair advantage on students using that text/ resource.

1.5 Conflict of Interest

The integrity of the examination system depends on the integrity and independence of Drafters/Setters. Engagement in certain work has the potential to compromise the independence of the Drafter/Setter and lead to a real or perceived conflict of interest.

As Drafter/Setter

- You must not undertake any work which might conflict with your responsibilities as Drafter/Setter. Until such time as the examination for which you are drafting/setting has taken place you are precluded from
 - undertaking any work related to the preparation of examination papers, in the same subject area, for a commercial examining organisation
 - setting test items, in the same subject area, for publication
 - giving advice in public media in relation to examinations in the subject area in question
 - giving advice to teacher groups, e.g. subject associations, in relation to examinations in the subject area in question.
- You must consult your Chief Examiner before undertaking any other work, which might lead to a conflict of interest, e.g. authorship of texts and other teaching resources, provision of private tuition, provision of revision courses.
- You must, before commencing your work as Drafter/Setter, make a full declaration to the State Examination Commission of any professional or

personal interest relevant to the particular work, using the supplied QPD2 form (Appendix 2).

1.6 Security

Any breach in security in relation to examination papers has the potential to damage the integrity of the examination system and thereby undermine the current high level of public confidence in the system. It is imperative, therefore, that the highest level of security is maintained at all times.

All material and draft test items submitted to the State Examinations Commission in accordance with your contract are the property of the State Examinations Commission. Following completion of the work and its successful transmission to the SEC you may not retain a copy of all, or any part, of such material or items, nor make any use of such material or items in the future.

As Drafter/Setter you should

- Carefully observe the current security regulations pertaining to Drafters, Setters and Assistant Setters as detailed in Section 2.
- Discuss with your Chief Examiner any difficulties you may have in relation to implementing the measures outlined in Section 2.
- Report immediately to your Chief Examiner any actual or suspected compromise of draft examination papers
- Confirm on the relevant sign-off form that you have complied with all specified security measures. (Appendices 2 and 3)

1.7 Copyright

The *Copyright and Related Rights Act, 2000*, states that the use of copyright material on examination papers is not an infringement of copyright. However, if the examination paper is subsequently made publicly available, as all SEC examination papers are, then this may constitute an infringement unless certain procedures are followed. Furthermore, additional complications may arise in relation to material that has been adapted for examination purposes. This is because there are other legal rights that are related to, but different from, the copyright, including the right to object to distortions or modifications of one's work. Because of such considerations, the SEC has a copyright policy that must be adhered to, and which includes procedures for acknowledgement that should be followed carefully.

Drafters and Setters must record all details of material that may be subject to copyright and forward such details to SEC. This will facilitate the SEC in dealing with copyright issues after the examination and before publication of the examination papers. Particular care should also be taken in cases where the source of the material is a compendium or similar secondary source, as it is imperative to determine both who the

original author is and who the copyright owner is. You must alert the Chief Examiner if there are any doubts in this regard.

Setters should consult the Chief Examiner regarding the correct format for acknowledging different types of material. Where, for the purposes of producing appropriate material for the purposes of examination, original text material is adapted without the author's permission the following wording should appear under the passage '*This text has been adapted from the original for purpose of assessment without the author's prior consent.*' (unless the exact adaptation has been previously published).

2. Security Regulations for Drafters, Setters and Assistant Setters

2.1 Working Environment

- All materials must be kept secure at all stages in the process.
- The materials must be kept locked away when not being worked on, and no other person should have access to the materials.
- The examination materials should only be worked on in a place free from disturbance by the movement of other people.
- All photocopying for panel meetings should be carried out on SEC premises and never on a school premises. The SEC's protocol for photocopying and printing should be adhered to when photocopying materials related to examinations.
- In certain circumstances it may be necessary for a Setter to print draft examination material. If so required, this should be carried out on SEC premises or in the Setters home. Printing should never be carried out in schools or in any other premises. The SEC's protocol for photocopying and printing should be adhered to when printing materials related to examinations.
- Discussions with the Chief Examiner or/and Setter regarding the content of the paper should never be conducted by telephone or radio-link.

2.2 Storage and Disposal of Physical Materials

- All materials must be kept secure at all stages in the process. The materials must be kept locked away when not being worked on, and no other person should have access to the materials.
- All waste materials generated during the work must be either kept with the examination paper or disposed of securely.
- Materials being destroyed should be shredded in a DIN level 3 (or higher) shredder (i.e. cross-cut less than 3.9×50 mm or strip-cut less than 1.9 mm). Material shredded in this manner may then be disposed in the normal way.
- Alternatively, waste material must be returned with the examination materials to the Chief Examiner or Question Paper Unit, marked "for secure disposal".

- Following final submission of the examination paper and marking scheme, the Setter should hand over all relevant related materials, such as source materials and unused questions, to the Chief Examiner, along with the final completed assessment grid.
- Hardcopies or softcopies of examination materials must not be retained under any circumstances.

2.3 Storage and Disposal of Electronic Materials

- Examination papers and marking schemes should be prepared by the Drafter or Setter in his or her own home. Computers outside the home should not be used for this task.
- Virus-protection software, a firewall, and anti-spyware protection should all be in place and be fully up to date.
- On receipt of an examination template (past paper) from the SEC the Drafter or Setter should copy (drag and drop) the template document(s) from the flash drive provided to a folder created in a secure location on the C drive (local hard drive) which has encryption security (Steganos Safe). Work on the examination paper should be conducted within that secure location only and care should be taken to ensure that that work in progress is not left unattended or with the safe 'open' when not in use.
- The Drafter/Setter should not work on the Flash Drive issued by the SEC. Work in progress should be copied (drag and drop) to the Flash Drive at intervals as a back up and should never be stored on the hard drive (outside the Steganos Safe) or any other medium.
- This prohibition on the use of the hard drive (outside the Steganos Safe) also applies to temporary transfer of data to the hard drive while copying to and from removable media.
- At no stage should the computer be connected to the internet or a local area network while the flash drive is in place. If you have a broadband connection, disconnect it; if your computer has a wireless connection capability, disable it.
- The marking scheme should be stored with the examination paper in the Steganos Safe at all times and never outside the secure environment. Deadlines in relation to the submission of marking schemes should be strictly adhered to. If the assessment grid is being completed electronically, then this should also remain in the same secure environment.
- A Drafter or Setter who does not have the hardware, software and expertise to implement all of the measures outlined should not use a computer in the preparation of examination materials.
- On completion of the work the Drafter or Setter should copy (drag and drop) the finalised examination paper and marking scheme and any other associated documentation to the Flash Drive and forward these files only on the Flash Drive to the SEC as described in Section 2.4.
- Upon confirmation that the material has successfully been up-loaded by the SEC the Drafter or Setter should destroy under appropriate conditions all material associated with the preparation of the examination paper including the contents of the Steganos Safe.

2.4 Transmission of Examination Materials

Different levels of security apply, depending on the circumstances of the paper concerned and the stage in the preparation process

- Drafters in all cases should submit a hardcopy and, where possible, an electronic copy (on the supplied flash drive) of the draft examination paper, assessment grid and outline marking scheme to the Question Paper Unit by registered post using the specially designed “tamper-evident” transmission envelopes supplied. The receipt containing the “track and trace” code must always be retained for tracking purposes.
- The first onward transmission of this draft material from the Question Paper Unit to the Setter or Assistant Setter will also normally be by registered post.
- Setters and Assistant Setters should consult the Chief Examiner regarding whether materials for their examination may continue to be sent by registered post after the first panel meeting, as opposed to requiring delivery by hand. If the material can continue to travel by post, ask the Chief Examiner for details of the proper procedures to follow.
- No examination material should be sent by e-mail, fax, or regular post at any stage in the process.

Annex D

Ireland: Extract from Manual for Drafters, Setters, and Assistant Setters

6.1. Recruitment of personnel

The Chief Examiner is responsible for selecting an individual who will produce an initial draft of the examination. It is normal for a Drafter to be appointed as a Drafter only. However, there may be instances whereby the Drafter may also be appointed as the Setter. This would occur in some specific subjects where the majority of the work takes place at the drafting stage or in subjects where the pool of personnel is limited.

The Drafter should be an experienced teacher and/or expert in the subject. Drafter contracts are annual in nature, however the Chief Examiner may recommend the reappointment of a previous Drafter, where their previous work was found to be satisfactory. However, a Chief Examiner may also wish to nominate a different Drafter.

The competencies of a Drafter as identified by the EAD are included in Appendix 21. For security and confidentiality reasons, Drafters are not selected or appointed by way of open advertisement. The Chief Examiner must therefore identify suitable Drafters by other means and the following might be taken into account in identifying such an individual:

- Subject expertise and knowledge of syllabus
- Teaching experience and examining experience
- Examiner reports (the quality of the report and/or comments from the Advisory team in relation to the examiner's work may be useful indicators)
- Knowledge of previous exams and marking schemes
- Participation at examination conferences
- Integrity and reliability
- Demonstration of key skills; Language, Proofing, ICT etc. as required
- Links with subject teacher associations
- Links with subject support services
- Recommendation from colleagues
- Analysis of examination results by centre
- Identification of subject award recipients
- Examiner Reports (Assistant Examiners, Advising Examiners, etc.)

The identification of the necessary competencies generally require that the Drafter be known to the Chief Examiner in the course of their work as an examiner.

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