

Optimal Risk Training

Malpractice Policy

Created by:	Compliance Lead
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Change history

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Table of contents

1.	DISTINCTION BETWEEN POLICIES	2
1.1.	DISTINCTIONS.....	2
1.2.	MALPRACTICE	2
1.2.1.	<i>Intentionally</i>	2
1.2.2.	<i>Recklessly</i>	2
2.	OUR POLICY	2
2.1.	MALPRACTICE BY AN EMPLOYEE	3
2.2.	MALPRACTICE BY A CONTRACTOR	3
2.3.	MALPRACTICE BY A LEARNER	3

1. Distinction between Policies

Malpractice and or Maladministration are two closely related, but very distinct matters and therefore we have separate policies to avoid conflating the issues.

The result is generally the same, in that one or more learner's work or assessment outcomes will be adversely affected; the learner(s) will achieve either a better or lesser outcome than would have been achieved had it not been for the Malpractice and or Maladministration.

1.1. Distinctions

Malpractice is generally an intentional act, the person(s) doing so knows what they are doing is improper and they continue to do so any way.

Maladministration, is generally unintentional or an oversight. The person(s) doing so, does not know what they are doing is improper and if they were to realise such, they would cease.

1.2. Malpractice

Cheating!

Any reckless or intentional action(s) that can be seen as causing an improper learner outcome.

This can include, but is not limited to ***Intentionally or Recklessly***:

- Disclosing confidential information concerning assessment material
- Providing inaccurate or misleading information
- Providing or acquiring exam questions / answers prior to exams
- Falsifying relevant records, especially learner submissions
- Failing to correctly record relevant information
- Failing to respond to relevant queries in a timely manner
- Plagiarising other sources of information
- Serious, repetitive or a combination of maladministration matters

1.2.1. Intentionally

Knowing and intending the result of the action(s).

1.2.2. Recklessly

Knowing or should know that a risk exists and to continue with the action(s) without due regard to the risk.

2. Our Policy

Malpractice is significantly more serious than Maladministration, it demonstrates a fundamental flaw in the honesty and integrity of those concerned.

Honesty and integrity are vital attributes, to maintain a professional relationship between our learners, assessors and awarding organisations. Any lapse in honesty and integrity is to be dealt with robustly.

All incidents or suspicions of Malpractice are recorded by the Center Manager.

All reports are investigated and if substantiated, appropriate measures are put in place to prevent a recurrence. In addition, restorative actions may be put in place to repeat or re-sit any affected learning or assessment.

Where appropriate, reports of Malpractice will also be logged as complaints and or appeals.

Where appropriate, reports of Malpractice will also be shared with the relevant Awarding Organisation(s).

2.1. Malpractice by an employee

Where a report of Malpractice by an employee is substantiated, we would normally regard this as gross misconduct, which could result in the termination of employment without notice.

We will decline to re-employ the individual or respond to any request for reference.

2.2. Malpractice by a contractor

Where a report of Malpractice by a contractor is substantiated, we would regard this as failure to deliver a contracted service, which could result in the termination of any contract and a refusal to pay any relevant invoice for services.

We will decline to re-engage the individual or the company.

In respect of individuals, will decline to re-employ the individual or respond to any request for reference.

In respect of companies, we may decline to re-engage the company and or detail the matter(s) in response to other customer queries.

2.3. Malpractice by a learner

Where a report of Malpractice by a learner is substantiated, we would regard this as a significant, substantial and irreconcilable breach of our agreement with the learner.

The learner may be denied any further service without refund of any fees already paid.