



Malpractice Policy & Procedures

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EDGTL LTD strives to ensure that all our students and employees are able to learn and work within a safe and supportive environment, without disruption, disharmony, or discrimination and that our processes are conducted with integrity. In the unfortunate event of any alleged malpractice being suffered or witnessed during the course of our business, then we will follow this policy to investigate and resolve the matter.

1. Overview of the Policy

1.1 Scope of the Policy

This policy covers both EDGTL LTD (we, us, our etc) Diploma which are subject to scrutiny and enforcement by our Diploma regulators and unregulated products which are owned and / or offered by EDGTL LTD.

This policy forms part of a suite of awarding policies, all of which are designed to;

- A. Protect learners who are registered with us
- B. Minimise the risk of an adverse effect occurring (see section 2)
- C. Help support us and you in risk management and risk minimisation
- D. Help ensure we and you comply with all relevant legislation and guidance
- E. Help improve and refine our products and services.

This policy supports your compliance with the Centre Agreement. It does not replace any of the requirements contained within that Agreement. Non-adherence to our awarding policies may constitute malpractice and / or a breach of the Centre Agreement. Please ensure you read our policies carefully and implement them fully.

1.2 Purpose of the policy

Our policy assists us and you by outlining the framework for investigating and dealing with potential or actual cases of malpractice. This is important in situations which could result in a detrimental effect to the learner and / or could potentially compromise the integrity of our Diploma, systems, processes or programmes. We expect you to identify, minimise and manage risks within your business. In particular and in support of both the Centre Agreement and your risk management processes, you must have robust written procedures in place to minimise the risk of malpractice from occurring. These procedures will include details of how you will investigate and deal with any alleged, suspected or proven cases of malpractice.

We aim to work with you to prevent incidents of malpractice occurring through our supporting documentation. We expect you to do everything possible to assist us in identifying and undertaking all necessary steps to minimise any risk of reoccurrence.

1.3 Who needs to know about the policy?

You must make your staff (including centre, satellite, subcontract centres or contractual staff) who are involved in the design, delivery, management, assessment and quality assurance of our products and our learners aware of, and familiar with, the contents of the policy.

1.4 Obtaining copies of the policy

You can download copies of the policy from our website or request copies from our Customer Support Assistant.

1.5 Reviewing the policy

We will review this policy regularly and may revise it as required in response to the findings of any review. We will also review the policy where there has been; an incident which has occurred and highlighted 'lessons learned' which has required us to review in line with our risk management practices; a change in legislation or statutory guidance; changes in our practices; actions or guidance from our regulatory or external agencies, and / or in response to customer and stakeholder feedback.

1.6 Complaints and Appeals

You have the right to express your dissatisfaction regarding our actions, products or services. Our Complaints Policy in particular outlines when we will and will not accept a complaint, and when our decisions are final. Please see our Complaints Policy for more information. You have the right to appeal a decision we make to take action following an investigation into maladministration or malpractice.

Please see Section 6 for information on when and how such an appeal may be made.

2. Introduction

2.1 For the purpose of this document 'malpractice' is defined as:

Any act, or failure to act, that threatens or compromises the integrity of the assessment process or the validity of courses and their certification. This includes: maladministration and the failure to maintain appropriate records or systems; the deliberate falsification of records or documents for any reason connected to the award of certificates; deliberate acts of plagiarism or other academic misconduct; and/or actions that compromise the reputation or authority of EDGTL LTD, its centres, officers and employees.

2.2. EDGTL LTD will investigate all relevant cases of suspected malpractice and where appropriate will advise the awarding body for the certificates, accepting that in certain circumstances the awarding body may take action of its own, including imposing sanctions.

3. Malpractice by students

3.1 Some examples of student malpractice are described below. These examples are not exhaustive and all incidents of suspected malpractice, whether or not described below, will be fully investigated, where there are sufficient grounds to do so.

3.2 Obtaining examination or assessment material without authorisation.

3.3 Arranging for an individual other than the student to sit an assessment or to submit an assignment not undertaken by the student.

3.4 Impersonating another student to sit an assessment or to submit an assignment on their behalf.

3.5 Collaborating with another student or individual, by any means, to complete an assessment, unless it has been clearly stated that such collaboration is permitted.

3.6 Damaging another student's work.

3.7 Inclusion of inappropriate or offensive material in coursework assignments or assessment scripts.

3.8 Failure to comply with published examination regulations.

3.9 Disruptive behavior or unacceptable conduct, including the use of offensive language, at center or assessment venue (including aggressive or offensive language or behavior).

3.10 Producing, using or allowing the use of forged or falsified documentation, including but not limited to:

- A. Personal identification;
- B. Supporting evidence provided for reasonable adjustment or special consideration applications and
- C. False results documentation, including certificates.

3.11 Falsely obtaining, by any means, an awarding body certificate.

3.12 Misrepresentation or plagiarism

3.13 Fraudulent claims for special consideration while studying.

(examinations procedures):

3.14 Copying the work of another student or knowingly allowing another student to copy from their own work.

4. Malpractice by center employees and stakeholders

4.1 Examples of malpractice by, coaches and other officers, (including, external invigilators and examination administrators) are listed below. These examples are not exhaustive and all incidents of suspected malpractice, whether or not described below, will be fully investigated, where there are sufficient grounds to do so.

- 4.2 Failure to adhere to the relevant regulations and procedures, including those relating to center approval, security undertaking and monitoring requirements as set out by the awarding body.
- 4.3 Knowingly allowing an individual to impersonate a student.
- 4.4 Allowing a student to copy another student's assignment work, or allowing a student to let their own work be copied.
- 4.5 Allowing students to work collaboratively during an assignment assessment, unless specified in the assignment brief.
- 4.6 Completing an assessed assignment for a student or providing them with assistance beyond that 'normally' expected.
- 4.7 Damaging a student's work.
- 4.8 Disruptive behavior or unacceptable conduct, including the use of offensive language (including aggressive or offensive language or behavior).
- 4.9 Allowing disruptive behavior or unacceptable conduct at the center to go unchallenged, for example, aggressive or offensive language or behavior.
- 4.10 Divulging any information relating to student performance and/or results to anyone other than the student.
- 4.11 Producing, using or allowing the use of forged or falsified documentation, including but not limited to:
- A. Personal identification;
 - B. Supporting evidence provided for reasonable adjustment or special consideration applications; and
 - C. Awarding body results documentation, including certificates
- 4.12 Falsely obtaining by any means an awarding body certificate.
- 4.13 Failing to report a suspected case of student malpractice, including plagiarism, to the awarding body.
- 4.14 Moving the time or date of a fixed examination.
- 4.15 Failure to keep examination question papers, examination scripts or other assessment materials secure, before during or after an examination.
- 4.16 Allowing a student to work beyond the allotted examination time.

5. Possible malpractice sanctions

- 5.1 Following an investigation, if a case of malpractice is upheld, EDGTL LTD may impose sanctions or other penalties on the individual(s) concerned. Where relevant we will report the matter to the awarding body, and the awarding body may impose

one or more sanctions upon the individual(s) concerned. Any sanctions imposed will reflect the seriousness of the malpractice that has occurred.

5.2 Listed below are examples of sanctions that may be applied to a student, coach, invigilator or another officer who has had a case of malpractice upheld against them. Please note that

- i) this list is not exhaustive and other sanctions may be applied on a case-by-case basis.
- ii) where the malpractice affects examination performance, the awarding body may impose sanctions of its own

5.3 Possible study center sanctions that may be applied to students

- a) A written warning about future conduct.
- b) Notification to an employer, regulator or the police.
- c) Removal from the course.

5.4 Possible sanctions that may be applied to coaches and other officers

- a) A written warning about future conduct.
- b) Imposition of special conditions for the future involvement of the individual(s) in the conduct, teaching, supervision or administration of students and/or examinations.
- c) Informing any other organization known to employ the individual in relation to courses or examinations of the outcome of the case.
- d) EDGTL LTD may carry out unannounced monitoring of the working practices of the individual(s) concerned.
- e) Dismissal.

PROCEDURE

6. Reporting a suspected case of malpractice

6.1 This process applies to, coaches, invigilators students, and other center staff, and to any reporting of malpractice by a third party or individual who wishes to remain anonymous.

6.2 Any case of suspected malpractice should be reported in the first instance to the course leader or the business manager.

6.3 A written report should then be sent to the person identified in 5.2, clearly identifying the factual information, including statements from other individuals involved and/or affected, any evidence obtained, and the actions that have been taken in relation to the incident. If this report is directed at the course leader please report to the business manager instead.

6.4 Suspected malpractice must be reported as soon as possible to the person identified in 5.2, and at the latest within two working days from its discovery. Where the suspected

malpractice has taken place on an examination, the incident is reported urgently and the appropriate steps taken as specified by EDGTL LTD and the awarding body.

6.5 Wherever possible, and provided other students are not disrupted by doing so, a student suspected of malpractice should be warned immediately that their actions may constitute malpractice, and that a report will be made to the center.

6.6 In cases of suspected malpractice by the coaches, invigilators and other officers, and any reporting of malpractice by a third party or individual who wishes to remain anonymous, the report made to the person in 5.2 should include as much information as possible, including the following:

- a) The date time and place the alleged malpractice took place if known.
- b) The name of the center coach, invigilator or other person(s) involved
- c) A description of the suspected malpractice; and
- d) Any available supporting evidence.

6.7 In cases of suspected malpractice reported by a third party, or an individual who wishes to remain anonymous, EDGTL LTD will take all reasonable steps to authenticate the reported information and to investigate the alleged malpractice.

7. Administering suspected cases of malpractice

7.1. EDGTL LTD will investigate each case of suspected or reported malpractice relating to our courses, to ascertain whether malpractice has occurred. The investigation will aim to establish the full facts and circumstances. We will promptly take all reasonable steps to prevent any adverse effect that may arise as a result of the malpractice or to mitigate any adverse effect, as far as possible, and to correct it to make sure that any action necessary to maintain the integrity of qualifications and reputation is taken.

7.2. EDGTL LTD will acknowledge all reports of suspected malpractice within 24 hours. All of the parties involved in the case will then be contacted within 3 working days of receipt of the report detailing the suspected malpractice. We may also contact other individuals who may be able to provide evidence relevant to the case.

7.3. The individual(s) concerned will be informed of the following:

- a) That an investigation is going to take place, and the grounds for that investigation;
- b) Details of all the relevant timescales, and dates, where known;
- c) That they have a right to respond by providing a personal written response relating to the suspected malpractice (within 3 working days of the date of that letter);
- d) That, if malpractice is considered proven, sanctions may be imposed either by EDGTL LTD or by the awarding body,(see section 6, below) reflecting the seriousness of the case;
- e) That, if they are found guilty, they have the right to appeal.
- f) That EDGTL LTD has a duty to inform the awarding body and other relevant authorities/regulators, but only after time for the appeal has passed or the

appeal process has been completed. This may also include informing the police if the law has been broken and to comply with any other appropriate legislation.

7.4. Where more than one individual is contacted regarding a case of suspected malpractice, for example in a case involving suspected collusion, we will contact each individual separately, and will not reveal personal data to any third party unless necessary for the purpose of the investigation.

7.5. The individual has a right to appeal against a malpractice outcome if they believe that the policy or procedure has not been followed properly or has been implemented to their detriment.

7.6. Records of all malpractice cases and their outcomes are maintained by EDGTL LTD for a period of at least five years and are subject to regular monitoring and review.

8. Appeals against our decision or action

8.1 Appealing our decision or action

You may appeal against our decisions relating to any action to be taken against a learner or a centre following an investigation into malpractice. As outlined, we refer to such actions, where they are punitive, as sanctions. You cannot appeal a sanction imposed for any other reason (such as a financial sanction) but you may be able to make a complaint against such decisions. Please see our Complaints Policy for further details.

To appeal against a sanction, you should submit a report as to why you believe that an appeal should be considered, together with any supporting evidence. Please note that appeal applications without supporting evidence may not be accepted. Your report should include the following:

- A. Your centre name (EDGTL LTD), address and number
- B. Your name(s)
- C. The date of the assessment
- D. The date(s) you or the learner received notification of our assessment decision
- E. The nature of the service affected
- F. The full nature of the appeal
- G. The contents and outcome of any investigation carried out by you or the learner(s) relating to the issue
- H. The date of the report
- I. Your name, position and signature.

Please email or post your completed report and any supporting evidence to us as soon as possible. The latest time we will accept an appeal is 30 working days from the date we informed you about our original decision.

If at any point you, or your staff or learners wish to be legally represented in relation to any aspect of an appeal, this must be discussed with us. We reserve the right to also be legally represented.

8.2 How an appeal is dealt with

If we agree your appeal should be heard, we will arrange for a Panel, consisting of, as a minimum, an EDGTL LTD Manager and an independent person to review the case and to make a decision based on the evidence presented, including any evidence you submit in support of your appeal. The Panel will consider how appropriate the original sanction was in light of the evidence presented; any readily available regulators' advice on similar matters and any readily available awarding precedents.

The Panel may decide that:

- A. the appeal is unfounded, or
- B. the sanction imposed is unreasonable and / or disproportionate; in which case the level of sanction must be reviewed; and / or
- C. we did not apply our procedures consistently, properly or fairly; in which case the relevant procedure(s) must be appropriately applied.

We will let you know of this outcome from the appeal within one working day of the decision being made.

The panel's decision is final and will complete EDGTL LTD internal appeals procedures. No further appeal will be accepted. Should you disagree with the decision; you may have the right to lodge a Formal Complaint (please refer to our Complaints Policy).

Where your appeal relates to our actions or decisions regarding a regulated qualification and you remain dissatisfied, you may contact our Diploma regulators. Our regulators would require evidence that you have fully exhausted our internal appeals procedure.

9. Roles and responsibilities

9.1. What you need to do:

- Notify us immediately of any potential maladministration and / or malpractice
- Unless we inform you otherwise:
 - - Advise anyone implicated in relation to maladministration and / or malpractice that an allegation has been made against them
 - - Advise those persons that they have the right to reply to any allegations
 - - Advise those persons that they have the right to appeal against any sanctions imposed on them in relation to maladministration and / or malpractice.

Comply with all requests for information in the timescales stated by us

Carry out an investigation, where appropriate and / or as directed by us

- Provide us with a written report of any investigation you undertake (whether or not the investigation was requested by us), including information on the detail and outcome(s) of that investigation
- Fully co-operate with any investigation
- Implement required actions as a result of the investigation inform your centre staff, satellites, subcontract centres and learners affected of the implications of any actions and sanctions
- Take appropriate action to prevent the incident of suspected or actual maladministration and / or malpractice reoccurring
- Notify us if any personnel involved in the maladministration and / or malpractice leave your centre
- Retain any relevant documentation securely in line with your archiving and retention policies and procedures
- Respect the confidentiality of information you handle and comply with any associated data protection legislation

9.2. What we will do:

- Take all reasonable steps to prevent or mitigate the impact and effects of malpractice
- Support you and where requested provide you with guidance on how best to investigate, deal with and prevent malpractice
- Provide you with a report / summary on the outcome of the investigation
- Apply appropriate sanctions in line with our Sanctions Policy
- Work with you, as appropriate, to ensure that malpractice does not reoccur
- Inform other relevant third parties as appropriate
- Retain records and documentation during and after the completion of investigations in line with data protection legislation.

10. Mandatory disclosure and confidentiality

10.1 Mandatory disclosures

It is imperative that in Awarding the integrity of the Diploma is maintained; for example, by ensuring learners who are awarded a certificate have a legitimate right to that certificate.

Our qualifications regulators have outlined some specific conditions that we must meet to protect the integrity of regulated qualifications across the awarding community. This includes the requirement that where certain things are identified (such as malpractice), or certain actions taken (such as when sanctions are applied) the Regulators and other relevant AOs who may be affected (eg those offering similar types of qualifications via the Centre) must be informed.

Depending on the seriousness of the matter, we may be required to declare to our regulators that we are no longer compliant with the requirements of the General Conditions of Recognition, due to an act or omission by you which has put us in breach. In this event, we may have regulatory action directed against us, such as Monetary Penalties. In accordance

with the Centre Agreement, we reserve the right to direct such financial penalties against you, should they be as a result of your act or omission.

10.2 Confidentiality

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

11. Termination for convenience

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

12. Contact details

If you have any queries about the contents of the policy, please contact our Customer Support Team:

Email: support@edgtl.com

Telephone: 0800 043 2500

Post: EDGTL LTD, 71-75 Shelton Street, London, WC2H 9JQ