



Terms and Conditions of Appointment

First edition: November 2005
This edition: November 2013

Publication code: FA5340/2

Published by the Scottish Qualifications Authority
The Optima Building, 58 Robertson Street, Glasgow G2 8DQ
Lowden, 24 Wester Shawfair, Dalkeith EH22 1FD

www.sqa.org.uk

The information in this publication may be reproduced in support of SQA qualifications. If it is reproduced, SQA should be clearly acknowledged as the source. If it is to be used for any other purpose, then written permission must be obtained from the Editorial Team at SQA. It must not be reproduced for trade or commercial purposes.

© Scottish Qualifications Authority 2005, 2009, 2010, 2011

For an up-to-date list of prices visit the **Publication Sales and Downloads** section of SQA's website.

This document will be produced in alternative formats, including large type, Braille and community languages. For further details telephone SQA's Customer Contact Centre on 0845 279 1000.

SQA is committed to using plain English. We will try to make our publications as easy and straightforward to understand as we can, and will try to avoid all unnecessary jargon. If there is any language in this document that you feel is hard to understand, or could be improved, please write to Editor, Editorial Team, at the Glasgow address above or e-mail: **editor@sqa.org.uk**.

Contents

1	Information for all appointees	1
1.1	Basis of the relationship between you and SQA	1
1.2	Code of Conduct	1
1.3	Attending SQA Meetings	2
1.4	Eligibility to work in the UK	2
1.5	Tax and National Insurance	3
1.6	Auto Enrolment	3
1.7	Expenses	3
1.8	Payment Timescales	7
1.9	Duration of the appointment	7
1.10	Disclosure Scotland	7
1.11	Working safely with young people and vulnerable groups	8
1.12	Environmental impact	7
1.13	Health and safety	8
1.14	Equal Opportunities Statement	9
2	Role Profiles	11
	Chief Invigilator	11
	Depute Chief Invigilator	12
	Invigilator	13
3	Standard terms and Conditions	14
3.1	Data protection	14
3.2	Conflict of interest	14
3.3	Intellectual Property Rights	15
3.4	Appointee personal data	15
3.5	Termination of contract	16
3.6	Crime, suspension and disciplinary actions	18
3.7	Improper activity	18

1 Information for all appointees

1.1 Basis of the relationship between you and SQA

This document, together with the letter of appointment, sets out the terms on which you will provide services to SQA as an appointee. These Terms and Conditions are subject to change from year to year and you should ensure that you read and fully understand these prior to accepting the appointment. Specific details on the duties to be undertaken can be found in section 2 of this document.

In accepting the appointment, you undertake to be bound by these terms and conditions.

As an appointee, you are not an employee, director, or officer of SQA, and nothing in these Terms and Conditions is intended to create any such relationship. You must not hold yourself out as an employee, director, or officer of SQA, and may not enter into any contract or commit any funds of SQA without the prior written permission of SQA.

1.2 Code of Conduct

The Code of Conduct sets out the standard of conduct that is expected of you as an SQA appointee.

The code of conduct does not affect your legal rights and responsibilities; its purpose is to provide clear and helpful advice to you.

You must familiarise yourself with the contents of the Code of Conduct below, and comply with the standards it describes at all times. Any breach of the Code of Conduct may give rise to termination of your contract.

1 Selflessness

Any decisions should be made solely in SQA's best interest. It follows that you should not take decisions which result in any financial or other benefit to yourself, your family, or your friends.

2 Honesty

You have a duty to ensure the proper use of equipment, materials and resources. In addition, you must immediately declare any private interests and/or conflicts which might affect your contract with SQA.

3 Integrity

You should not place yourself under any financial or other obligation to an individual or an organisation which might influence you in your contract with SQA.

4 Objectivity

Any decisions which you make in the course of your contract with SQA, must be based solely on merit.

5 Accountability

You are accountable to SQA for fulfilling your contract. SQA, in turn, is accountable to the Scottish Government.

6 Openness

You should be as open as possible in all the decisions and actions that you take within the terms of your contract. You should be in a position to be able to justify all decisions that you make and you should not restrict information unless this is clearly required by SQA policy.

7 Leadership and management

If you are a senior appointee or team leader, you should promote and support good leadership and manage your team in a fair and transparent manner.

8 Confidentiality

It is an express condition of your contract with SQA that you are responsible for maintaining security over all aspects of your work and for ensuring that assets, resources and information entrusted to you by SQA are properly protected.

9 Professionalism

You may have contact with our centres and centre staff in your role as an SQA appointee. You should deal with them fairly, efficiently, consistently, courteously, and promptly, offering the highest standards of professional conduct and service at all times.

1.3 Attending SQA meetings

When attending SQA events or representing SQA as an appointee, you are expected to undertake these duties in a professional manner.

You must not bring anyone (eg children/dependants) with you to events or when visiting centres. If you have any difficulty in complying with this requirement please contact the Appointee Services Team at am@sqa.org.uk for further advice.

1.4 Eligibility to work in the UK

It is your responsibility to ensure that you are eligible to undertake work in the UK. If you are unsure whether you are eligible you should contact SQA immediately. Failure to declare that you are not eligible to work in the UK will result in immediate termination of appointment.

1.5 Tax and National Insurance

New tax legislation from April 2014

Appointees are currently included in an agreement with HM Revenue & Customs (HMRC) specialised taxation arrangement for examiners. The current arrangement requires appointees to either be taxed at Basic Rate (BR) (currently 20%), or if a non-liability declaration is provided no tax is deducted. The arrangement does not allow us to operate individual tax codes or issue annual P60's.

HMRC has given us formal notice of withdrawal of the specialised scheme and notice that we must operate Pay As You Earn (PAYE) in the normal way and report in Real Time (RTI) with effect from 6 April 2014.

Appointees will be asked to complete a 'starter declaration' as part of the appointment process. We will then operate the appropriate individual tax codes from the starter declaration and apply any codes notified by HMRC thereafter.

The current P60 substitute will become a payment advice only and appointees will receive an annual P60 each year by 31 May. The formal notice of this change can be found at www.sqa.org.uk/invigilation.

National Insurance

National Insurance is covered by the terms of the Social Security (Categorisation of Earners) Regulations 1978 (SI 1978/1689). SQA does not operate Class I National Insurance on fees.

1.6 Auto enrolment

Auto Enrolment is a new duty on all UK employers to automatically enrol all workers who meet age and earnings criteria into a pension scheme that meets specific requirements and to make a minimum level of contribution to that Scheme. The definition of worker under the new legislation **includes** individuals who have a contract with SQA as a fee earner, for example, appointees.

The pension scheme which has been chosen by SQA for fee earners is the National Employment Savings Trust (NEST).

Further information on the new legislation including FAQs can be found on the website (<http://www.sqa.org.uk/sqa/63746.html>)

1.7 Expenses

Travelling, subsistence and other expenses incurred in connection with SQA business will be reimbursed, as detailed below. All claims for expenses must be submitted on the appropriate claim form, copies of which will be provided.

You should make every effort to ensure that arrangements:

- ◆ are efficient and cost effective to SQA
- ◆ use public transport wherever practical and cost effective
- ◆ support Government initiatives to reduce the environmental impact of travel

For more information on SQA's environmental conservation objectives relating to travel, see section 1.12.

Conditions and rates

Travelling expenses

Public transport

You should use public transport wherever possible. Although we will pay for standard class travel by public transport, please use reduced rate travel where available. Air and rail travel must be booked for you by SQA with the exception of low cost rail travel (please see below). All tickets or itemised receipts for transport must be included with your claim for expenses. Please contact Event Planning on 0345 213 6830 for further information.

Rail and ferry travel

Low cost rail tickets and ferry bookings, ie less than £50.00 (return), must be purchased locally and claimed back using the expenses claim form.

Rail or ferry travel costing £50.00 (return) or more must be booked via SQA using a travel and accommodation request form (TARE). This form is available on SQA's website at www.sqa.org.uk.

Fast ticket machines

All rail tickets booked by SQA will be e-tickets unless there is no Fast Ticket Machine available at the departure station. You will be required to insert your personal credit or debit card to retrieve your ticket. Your card will not be charged as this is for identification purposes only.

Private car or motor cycle

A mileage allowance can be claimed as follows:

Private motor car (regardless of engine size):	32p
Private motor cycle (regardless of engine capacity):	16p

An additional rate per passenger of 2p per mile can be claimed.

We will normally calculate the mileage allowance for attendance at meetings using the shortest distance between the place of departure and the place of the meeting or procedures. If you have not travelled by the shortest route, please provide details on the reverse of the claim form. Travel claims in respect of journeys of a distance greater than that from your usual address will not be met unless SQA's approval is obtained in advance.

When you are travelling by car or carrying passengers on SQA business, you do so entirely at your own risk, and are advised to check that your own car insurance covers such travel. No claim will be accepted by SQA in respect of any liability arising directly or indirectly from such use.

Car hire

All car hire must be booked by SQA. Please provide detailed information when submitting your TARE form to assist in processing your request. If you have any queries regarding car hire please contact Event Planning on 0345 213 6830.

Taxis

Taxis should only be used if there is no suitable public or private transport. You must include receipts for taxis with your claim for expenses. Taxis should not be taken for journeys within safe walking distance.

Transport from Dalkeith to Waverley station leaves daily at 1500, 1600 and 1700 hours subject to demand and must be pre-booked at least one hour prior to departure. Transport can also be provided – subject to demand - at 1800 and 2000 hours, and must be pre-booked with the receptionist at Lowden.

Overnight accommodation

All overnight accommodation must be booked by SQA as we have a procurement arrangement in place which is designed to achieve cost efficiencies through negotiated government rates.

Overnight accommodation will only be permitted if your journey would exceed two hours in each direction. The only exception to this will be for meetings lasting two or more consecutive days. Please note that requests for overnight accommodation the night before a meeting will not automatically be approved. Please provide us with detailed information when submitting your TARE form to assist in processing your request.

If you have any queries regarding overnight accommodation please contact Event Planning on 0345 213 6830.

Subsistence expenses

Actual expenses incurred for meals and snacks during necessary absences from home on SQA business will be reimbursed. The limits are set out below and will be reimbursed only on production of itemised receipts for all purchases. No allowances are paid. Claims sent without appropriate receipts will not be met.

Subsistence limits

For an absence of:

More than 4 hours but not more than 8 hours
More than 8 hours but not more than 12 hours
More than 12 hours but less than 24 hours
Where an overnight stay is required

Up to:

£4.15
£8.95
£10.40
An evening meal of up to £20.00

For absences of more than 24 hours, the total maximum payable will comprise the 24 hour amount plus the appropriate amount for the balance of time in excess of 24 hours.

Please note that claims for non-food items such as **newspapers** or **alcohol** will not be reimbursed.

Catering provided free of charge by SQA

Where catering is provided for you, reductions will be made from the limits to reflect this. As a guide, if lunch is provided free of charge a reduction of £4.15 will be made to the limits. If evening snacks are provided by SQA, £2.00 will be deducted from any subsistence claim. If you choose to purchase your own food and drink as an alternative to the catering provided by SQA, you will not be reimbursed.

Receipts

Claims must be supported by **itemised** receipts (not credit card slips) for all purchases. Evening meals will be reimbursed up to a maximum of £20 only where itemised receipts are submitted.

Incidental expenses

Expenses for postage and telephone calls will be reimbursed where necessarily incurred. Expenses other than these will be reimbursed only if you have obtained written authorisation in advance from SQA. A copy of this authorisation should be submitted with your claim.

Please note that claims for childminding costs, kennel costs etc will not be reimbursed. If you have any queries regarding what you can claim, please contact Event Planning on 0345 213 6830.

Special requirements

If special arrangements are required for your travel, overnight stays and/or dietary requirements, please contact Event Planning on 0345 213 6830 to discuss your requirements.

Submitting claims

Please submit your claims for expenses within four weeks of incurring them. Claims received after the end of the tax year, for work conducted during the previous tax year, may not be reimbursed if they are received after this four week period.

We reserve the right to amend expenses if SQA policy is not followed.

Expenses will be paid direct to your bank or building society account by means of Bank Automated Clearing Services (BACS). Claims completed, authorised and

approved by the 15th of the month will be guaranteed payment on 15th of the following month.

1.8 Payment timescales

Fees will be paid direct to your bank or building society account by means of Bank Automated Clearing Services (BACS). Fees completed, authorised and approved by the 15th of the month will be guaranteed payment on 15th of the following month.

1.9 Duration of the appointment

The duration of your appointment is specified in your letter of appointment. Subject to the termination provisions in section 3.5, the appointment will continue for the period specified in the letter. There is no commitment on the part of SQA to renew the appointment at the end of the appointment period.

1.10 Disclosure Scotland

SQA will undertake a Protection of Vulnerable Groups (PVG) check on anyone not registered with the General Teaching Council or not currently registered to the PVG scheme. If you are already registered you will be asked to provide a copy of your most recent scheme record.

SQA will ensure, under the Disclosure Scotland Code of Practice, that all information will be treated confidentially, sensitively and fairly. As this information would be categorised as 'sensitive personal data' under the Data Protection Act 1998, it is necessary that we process the information fairly, and that we obtain your written consent to carry out a Protection of Vulnerable Groups check. Full details of our policies and procedures regarding these checks can be found at: www.sqa.org.uk/sqa/34084.html

If SQA wishes to carry out a PVG check, you will be issued with a PVG application form when you receive your formal invitation. The completed form should be returned to SQA together with photocopies of two forms of identification. One should be a birth certificate, passport or driving licence. The second should be a utility bill. SQA will administer the process, pay the appropriate fee, and submit the forms to Disclosure Scotland. Copies of the Disclosure Certificate will then be issued to both you and SQA.

You must notify SQA immediately of any circumstances that arise which would change the outcome of the original Protection of Vulnerable Groups check.

Where the Disclosure Scotland certificate reveals that an individual is unsuitable to work with young people, the offer of appointment will be withdrawn.

1.11 Working safely with young people and vulnerable groups

This guidance is intended to provide some general practical advice for appointees who may in the course of their duties come into contact with young people and or people who are classed as being in vulnerable groups. It is your responsibility as an adult to ensure that young people and people in vulnerable groups are protected from harm.

It is therefore your responsibility to:

- ◆ behave in an appropriate manner at all times
- ◆ follow SQA reporting procedures in any circumstances where there is suspicion, disclosure or allegation of abuse
- ◆ recognise the position of trust in which you have been placed

The Code of Behaviour provides positive advice to ensure that:

- ◆ the welfare of young people and people in vulnerable groups is safeguarded at all times
- ◆ appointees avoid compromising situations or opportunities which could lead to misunderstandings or allegations

Code of behaviour

You must:

- ◆ treat everyone with dignity and respect
- ◆ set an example you would wish others to follow
- ◆ treat people equally
- ◆ show no favouritism
- ◆ remember that someone else might misinterpret your actions, no matter how well intended
- ◆ take any allegations or concerns of abuse seriously and refer immediately (see reporting procedure below)

If you have face to face contact with candidates you must ensure that you:

- ◆ create an appropriate atmosphere and give all candidates as much encouragement as possible
- ◆ keep a professional and physical distance
- ◆ avoid doing or saying anything that might make a candidate feel uncomfortable
- ◆ listen carefully to the candidate
- ◆ end your assessment period with the candidate on a friendly note

Reporting procedure

If a candidate says anything which causes you concern, advise the candidate that you cannot discuss such matters. Refer the matter to the Head of Centre immediately and submit a report to Pearl Hogg, SQA's Child Protection Co-ordinator.

If a candidate writes anything on a script which causes you concern about their welfare you should telephone Pearl Hogg, SQA's Child Protection Officer (0345 213 6748) as early as possible for further instructions.

As an appointee you must refer. You must not investigate.

Additional guidance will be provided for appointees who undertake face-to-face assessment of candidates as part of their role specific training programme.

1.12 Environmental impact

As a major purchaser of goods and services, SQA recognises that it has an important part to play in environmental conservation through the use of products that do not damage the environment. To achieve this we will, as far as is reasonably practicable, meet the following objectives which are consistent with the priorities of the Scottish Government and Sustainable Scotland:

- ◆ minimise waste by reduction, reuse, repair and recycling methods
- ◆ conserve water and other resources
- ◆ purchase products and services with regard to their environmental impact
- ◆ manage energy efficiently and use renewable energy where possible
- ◆ reduce the need to travel between sites and on business
- ◆ encourage the use of public transport, cycling and shared vehicles for commuting and all necessary business travel
- ◆ make environmental information openly available to employees and visitors

1.13 Health and safety

When you are undertaking your appointee duties you may spend time working from home, visiting centres, travelling or staying away overnight. You therefore need to make sure you are familiar with the most up-to-date health and safety advice relating to your particular duties. You can find information and guidance at: www.hse.gov.uk/office/index.htm and www.suzylamplugh.org.

The health and safety of visitors to centres lies directly with the centre. If you experience any health and safety related issues whilst undertaking appointee duties in a centre please report these immediately to the person responsible for health and safety within the centre.

1.14 Equal opportunities statement

SQA has a legal obligation to comply with the Equality Act 2010. The Public Sector Equality Duty requires SQA to have due regard to the need to eliminate discrimination, advance equality of opportunity and foster good relations across a range of protected characteristics. These include age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex and sexual orientation.

SQA is committed to promoting and developing equality of opportunity in all areas of its work. We do this through:

- ◆ Monitoring and reviewing equality objectives and reporting to our Equality Steering Group and SQA's Audit Committee
- ◆ Considering the equality impact of all new and revised policies and procedures
- ◆ Gathering and analysing equality data and feedback from stakeholders
- ◆ Equality training for staff

SQA expects Appointees to practise our core values and principles, to be treated fairly and treat others with respect and without bias. Equality of opportunity is a part of everything we do, including recruiting and supporting you as an Appointee.

Further information can be found on SQA's equality webpages at:
www.sqa.org.uk/sqa/25340.html

2 Role Profiles

Chief Invigilator

A Chief Invigilator is responsible for the organisation and supervision of invigilation at centres undertaking external assessments for National Qualifications, in accordance with SQA policy and instructions.

The activities will be under the direction of staff from SQA's Operations business directorate. Close liaison will also be required with the Head of Centre and/or SQA Co-ordinator throughout the external assessment period to ensure the effective delivery of the external assessments and adherence to SQA regulations.

Outline of duties

- Responsible for ensuring that external assessments, including those for Assessment Arrangements candidates, are conducted in accordance with SQA policy and instructions
- Responsible for the secure storage and management of external assessments before and during the diet
- Responsible for the submission of candidates' external assessment work to SQA
- Supervise Invigilators
- Deliver training to Invigilators
- Allocate and advise Invigilators of their duties and dates required
- Maintain a record of sessions worked by all Invigilators throughout the external assessment period and verify all claims for fees and expenses prior to submission to SQA
- Submit reports to SQA on any irregularities in conduct of an external assessment eg malpractice or concerning matters arising during the course of an external assessment which may have been the cause of the disturbance to, or complaints from, candidates
- Assist in the invigilation of pre-test materials where required

Depute Chief Invigilator

A Depute Chief Invigilator is responsible for supporting the Chief Invigilator with the organisation and supervision of invigilation at centres undertaking external assessments for National Qualifications, in accordance with SQA policy and instructions.

Outline of duties

- Act as Depute for the Chief Invigilator as directed by the Chief Invigilator
- Responsible for ensuring that external assessments, including those for Assessment Arrangements candidates, are conducted in accordance with SQA policy and instructions
- Assist with the submission of candidates' external assessment work to SQA
- Supervise Invigilators
- Support the delivery of training to Invigilators
- Allocate and advise Invigilators of their duties and dates required
- Assist with maintenance of records of sessions worked by all Invigilators throughout the external assessment period
- Assist with the submission of reports to SQA on any irregularities in conduct of an external assessment or concerning matters arising during the course of an external assessment which may have been the cause of the disturbance to, or complaints from, candidates
- Assist in the invigilation of pre-test materials where required

Invigilator

An Invigilator undertakes the duties of invigilation for the external assessment of National Qualifications, in accordance with SQA policy and instructions.

These activities will be under the direction of the Chief Invigilator.

Outline of duties

- Supervise external assessments (examinations) to ensure candidates have the appropriate assessment materials provided by SQA
- Ensure that the assessments for which responsibility is assigned are carried out in accordance with the specified instructions
- Report to the Chief Invigilator any anomalies during the external assessments
- Assist with the collation of the candidates' answer books and other work for submission to SQA
- Responsible for the accurate recording of candidate attendance on attendance registers where appropriate
- Assist in the invigilation of pre-test materials where required

3 Standard terms and conditions

3.1 Data Protection

During your appointment to SQA you may obtain information concerning SQA, its candidates, employees, assessments, systems, and other information which is confidential including candidate materials or scripts ('confidential information'). SQA requires you to maintain the highest levels of discretion in dealing with confidential information

SQA have recently launched a new policy regarding data protection. Full details of this policy can be found at <http://www.sqa.org.uk/sqa/38389.2291.html>.

You are required to read this policy prior to accepting your appointment. By accepting your appointment you are therefore bound by the terms of this policy and the terms and conditions of appointment.

SQA's online systems provide access to sensitive and personal information covered by the Data Protection Act. You must access and use this information only for SQA business purposes as defined by your contract of appointment. Improper use of personal information is an offence under the Data Protection Act.

Use of these systems implies responsibility to preserve the confidentiality, integrity and availability of the resources accessed.

The use of social media is now part of everyday life. As an appointee you must remember that if you use social media, you must avoid sharing any information about your role(s) as an appointee, any details of centres or candidates or make any remarks that could cause reputational damage to SQA. Improper use of personal information gained as a result of your appointment is an offence under the Data Protection Act. If you have any queries regarding the use of social media please contact am@sqa.org.uk.

Where you believe any activity, or potential activity, is not in accordance with the data protection policy you should discuss the matter with Jacqui Faulds, Head of Appointee Management (0345 213 5375).

3.2 Conflict of interest

As an appointee you are not permitted to work in any capacity, other than for SQA, on the:

- production of examination questions (eg for use in sample question papers or text books)
- production and/or delivery of events associated with assessment standards(eg training/in-service events)

for the subject and level in which you are working for SQA.

You must advise SQA in writing, on appointment and at any time during your appointment, of your involvement in **any type** of activity and/or any other interests whatsoever that may be of relevance to the work and operation of SQA.

If you are involved in any activities which you consider may constitute a conflict of interest, please provide details on the Conflict of Interest form available at www.sqa.org.uk/invigilation and should be emailed to invigilation@sqa.co.uk. We will then let you know if a conflict of interest exists and appropriate action required.

3.3 Intellectual property rights

'Intellectual Property Rights' means patents, trademarks, design rights (whether suitable for registration or not), applications for these or for copyright and any other similar rights, in any part of the world (including but not limited to the United Kingdom).

By accepting your appointment, you agree that all Intellectual Property Rights in any reports, materials, documents or works that you produce (including future updates) shall be assigned to and vest in SQA as soon as the reports, materials, documents or works come into existence.

Where, for illustrative and/or resource purposes, appointees use copyright material (eg quotations or items from other sources) in external assessments, detailed particulars of such material (eg title, author, publisher, date of publication, and ISBN or URL if taken from a website) should be recorded. SQA will in due course need the information in order that the use of such material can be cleared to allow the publication and sale of SQA's bound volumes of past external assessments, loose-leaf copies of individual past external assessments and for publishing past question papers on SQA's website.

All SQA publications, including past external assessments, are subject to copyright, and may not be reproduced, in whole or in part, without the prior permission of SQA.

3.4 Appointee personal data

SQA holds records of your personal and appointment details on a database. As part of our appointment process we now notify Heads of Centre of all appointments undertaken by their staff. The details we will release are:

- ◆ your name
- ◆ place of employment
- ◆ the year of your appointment
- ◆ the area in which you have been appointed

SQA is registered with the Information Commissioner. Details of the entry (registration number Z5781759) can be viewed on the Information Commissioner's website: www.ico.gov.uk.

Accepting your appointment will constitute your express permission for SQA to hold your data in accordance with the Data Protection Act 1998.

Please be aware that we have a requirement to release appointment details for senior appointees if requested via a Freedom of Information request.

3.5 Termination of contract

SQA has a fair, consistent and transparent policy for termination of appointee contracts. This policy and associated procedures applies to all appointee types and applies to the following situations:

- ◆ termination by SQA
- ◆ termination by the appointee
- ◆ termination of fixed term contracts

SQA will determine when termination of contract is required and reserves the right to terminate the appointment of an appointee at any time without further obligation of payment.

All formal communication with an appointee who has their contract terminated by SQA will be documented.

Suspension

SQA may suspend an appointee at any time. SQA will notify the appointee in writing of the suspension, and the suspension will take place immediately. The reason for the suspension may be provided at SQA's discretion, but SQA is under no duty to do so. SQA will notify the appointee if they are to recommence duties, and the commencement date. SQA reserves the right at any time during the suspension to terminate the appointment.

Termination by SQA

SQA reserves the right to terminate an appointment at any time. Some examples of the circumstances in which SQA may terminate a contract are listed below (but are not limited to):

- ◆ any material breach of the provisions of the Terms and Conditions of contract, the code of conduct, or your letter of appointment
- ◆ any release of confidential material via any communication medium
- ◆ unsatisfactory performance of services, of which SQA will be sole arbiter
- ◆ conduct is such as to cause doubt about integrity and/or honesty of the appointee
- ◆ the appointee in any way brings into disrepute the name, reputation, and interests of SQA, its employees, board, other people associated with SQA, or its offices, products or services
- ◆ failure to notify SQA of any criminal convictions or legal proceedings

- ◆ failure to notify SQA that the appointee is the subject of an investigation which may affect the position as an appointee
- ◆ inability to provide contract services due to ill health or injury or for any other reason
- ◆ a corporate decision by SQA alters contract requirements
- ◆ a reduction in the number of entries renders services surplus to requirements

An appointee contract may be terminated without notice if, after investigation, it is deemed that the appointee has committed an offence of the following type:

- ◆ theft, fraud, deliberate falsification of SQA documents, records, reports, accounts, expense claims
- ◆ assault or attempted assault on another person
- ◆ deliberate and serious damage to SQA property
- ◆ sexual, racial or other forms of harassment and bullying
- ◆ gross negligence
- ◆ gross insubordination or refusal to carry out duties or reasonable instructions
- ◆ deliberate disclosure of confidential information
- ◆ deliberate breach of SQA's confidence relating to SQA's affairs
- ◆ serious breach of SQA's rules, policies, code of conduct or procedures
- ◆ use of SQA's assets, services or confidential information for personal ends
- ◆ conviction of a criminal charge which, in the opinion of SQA makes the appointee unsuitable to carry out his/her duties

All decisions are final and not subject to appeal.

Procedure for termination by SQA

Identified performance related issues will be managed within the business areas as appropriate. In situations where further action is required the following procedure will be followed.

SQA's Head of Appointee Management will be notified by a business area that an appointee's performance is unacceptable.

The decision to terminate the contract will be made following investigation by the appropriate SQA staff. The Head of Appointee Management will manage all investigations.

If required, all SQA material must be returned to SQA before final payment of outstanding fees and expenses. All fees and expenses will be paid to the date of termination of contract by SQA.

Procedure for termination by the appointee and at termination of fixed term contracts

An appointee may terminate their contract at any stage without penalty.

Fees and expenses for work successfully completed to the date of termination will be paid.

Procedure for termination of fixed term contract

All appointees should note that on completion of a fixed term contract all contractual obligations with SQA cease and there is no guarantee that further contracts will be issued.

3.6 Crime, suspension and disciplinary actions

On appointment, all appointees must declare to SQA if they have any outstanding criminal charges or convictions of a violent, sexual or dishonest nature. In addition, all appointees must declare any criminal charges of a violent, sexual or dishonest nature made against them during their appointment at the time of such a charge.

All appointees must immediately declare to SQA if they are currently, or become, suspended by any employer and the reasons for such suspension. SQA reserves the right to invoke the termination and suspension provisions outlined in section 3.5 and the first paragraph of section 3.6.

Failure to disclose such a suspension will be regarded by SQA as a material breach of the conditions of appointment and may lead to termination of appointment.

All appointees must immediately declare to SQA if they are currently under disciplinary action by any employer, or if disciplinary action is taken against them and the reasons for such disciplinary action. SQA reserves the right to invoke the suspension and termination provisions outlined in section 3.5 and 3.6. Failure to inform SQA of any disciplinary action will be regarded by SQA as a material breach of the conditions of appointment and may lead to termination of appointment.

3.7 Improper activity

Where you believe you are being required to act in a way which:

- ◆ is illegal, improper, or unethical
- ◆ may involve possible maladministration
- ◆ is otherwise inconsistent with these Terms and Conditions

you should discuss the matter with Jacqui Faulds, Head of Appointee Management (0345 213 5375).

Similarly, where you observe inappropriate activity or behaviour in the course of your duties, you should discuss the matter with Jacqui Faulds, Head of Appointee Management (0835 213 5375).