



Terms and Conditions of Appointment

Markers

First edition: November 2005
This edition: November 2017

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

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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.

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.

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

1.2 Confidentiality

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.

1.3 Eligibility to undertake appointee duties

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.

If you are currently employed but are receiving either statutory sick pay or maternity pay you must have written consent from your main employer before undertaking duties for SQA.

If you are not currently employed and are receiving any benefits you must ensure that you can undertake the duties of the appointment prior to accepting the offer. HM Revenue and Customs or the Department for Work and Pensions may request details of all fee earners.

1.4 Duration of the appointment

The duration of your appointment is specified in your letter of appointment. Subject to the termination provisions in section 4, 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.

Some appointee roles may require SQA activities during holiday periods from your main employer.

1.5 Suspension and disciplinary actions

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 4.

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 4. 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.

1.6 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 result in the 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 SQA centres and their staff, SQA staff and other appointees in your role. You should deal with them fairly, efficiently, consistently, courteously, and promptly, offering the highest standards of professional conduct and service at all times.

1.7 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 markers@sqa.org.uk for further advice.

1.8 Expenses guidance

This section contains important information regarding the travel, accommodation and expenses regulations and rates you can claim as an appointee. You should read these carefully before accepting your appointment.

All travel and expenses claims must have been actually and necessarily incurred by you when undertaking SQA business. Any claims received that do not conform to these regulations and/or rates will be amended.

All claims must be supported by itemised receipts (not credit card slips) for all purchases. If you use cash, a cardless transaction or Apple Pay, please request a receipt. We will be unable to reimburse any claims that do not have itemised receipts.

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

What you should book

Rail, bus and ferry travel

Rail, bus and ferry tickets with a value of less than £50.00 (return) must be purchased locally and claimed back using the expenses claim form. Please use reduced rate travel where available.

Taxis

Taxis should only be used if there is no public or private transport available.

What must be booked by SQA

Rail and ferry travel — Rail or ferry travel costing £50.00 (return) or more.

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.

Air travel and car hire — all air travel and car hire must be booked by SQA.

Overnight accommodation

All overnight accommodation must be booked by SQA. We have a procurement arrangement in place which is designed to achieve cost efficiencies through negotiated Scottish Government rates. Please note it may not be possible to book all appointees attending meetings into the same accommodation. Claims for accommodation costs not booked by SQA will not be reimbursed.

- **One day event accommodation requests for one night**

Overnight accommodation will only be permitted the night prior to an event if your journey would exceed two hours in each direction.

- **Multiple day events accommodation requests for consecutive nights**

If you are to attend an event lasting more than one day please provide as much detail as possible when requesting overnight accommodation. Each request will be assessed on a case-by-case basis.

Meal allowances when accommodation is booked by SQA

Evening meals will be reimbursed up to a maximum of £20. We aim to book all accommodation to include breakfast. However, a small number of venues may not offer breakfast. Where breakfast is not provided we will reimburse up to a maximum of £8.

Special requirements

If special arrangements are required for your travel, overnight stays and/or dietary requirements, please provide detailed information on your Travel and Accommodation Request (TARE) form.

Mileage rates you can claim

Public transport should be used wherever practicable and cost effective.

Private car or motor cycle

A mileage allowance can be claimed as follows:

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

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.

Shuttle service

A shuttle pick-up service operates between Waverley station and Lowden. Pick-up times are 08.45 and 09.30 Monday to Friday. Please call Lowden reception on 0345 213 6885 to book a seat or cancel a reservation. All bookings must be made by 15.00 on the day before pick-up.

Transport from Lowden to Waverley station leaves daily at 15.00, 16.00 and 17.00 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 18.00 and 20.00 hours, and must be pre-booked with the receptionist at Lowden.

Incidental expenses

Please note that claims for non-food items will not be reimbursed. Some examples of incidental expenses which will not be reimbursed are detailed below:

- alcohol
- newspapers
- childminding costs
- kennel costs
- wifi

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

Submitting and processing expense claims

Please submit all claims within four weeks of incurring the expense. 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.

How to make a booking request or claim expenses

Requests for travel and accommodation to be booked by SQA must be made using a Travel and Accommodation Request (TARE) form which is available on our website at www.sqa.org.uk/markerinformation. Please refer to the instructions on the reverse of this form on how to submit your request.

Booking timescales

All TARE requests should be submitted at least 10 working days prior to the event date. (<https://www.sqa.org.uk/sqa/34559.2295.html>)

Key contacts

Appointee Management	0345 213 6825	markers@sqa.org.uk
Events Planning	0345 213 6830	assessment.planning@sqa.org.uk
Events Servicing	0345 213 6664	events.servicing@sqa.org.uk
Lowden reception	0345 213 6885	

You will be provided with the appropriate forms to allow you to claim expenses.

1.9 Fees

Attendance fees - Central marking

Fees will be paid for attendance at central marking events held in the evenings, weekends and during public holidays at the rate of £25.20 per hour worked. No payment will be made for activities undertaken in employer's time when release compensation is paid.

Home-based marking

Home-based markers will be paid for each script marked at the rate quoted in their invitation. **Fees will only be paid for attendance at markers' meetings held at weekends and during public holidays at the rate of £25.20 per hour worked up to a maximum of 6 hours.** No payment will be made for activities undertaken in employers' time.

Loss of Earnings

Loss of earnings can be claimed if you are on a supply teaching contract and the markers' meeting falls on a day when you are contracted to work in a centre. To claim loss of earnings you will need to provide us with a letter, signed by your Head of Centre. The letter must confirm that you would have worked on the day of the markers' meeting and supply details of your gross pay for that day. This should be submitted to Marking Support and VE, SQA, 24 Wester Shawfair, Dalkeith EH24 1FD.

If you are self employed you can also claim loss of earnings by providing details of your gross pay for the day, on your company headed paper, and sending it to the above address.

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.

1.10 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 Behaviour Guidelines provide 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

Behaviour Guidelines

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 instruction.

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.

1.11 Health and safety

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.

1.12 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 Equal opportunities statement

The Equality Act 2010 gives SQA, as both an employer and business, clarity about our responsibilities. It sets a clear expectation that public services must treat everyone with dignity and respect.

SQA is committed to equality of opportunity that goes beyond our statutory obligations under the Act and to a culture that respects difference. We do this through:

- ◆ monitoring, reviewing and reporting on our equality objectives internally and externally.
- ◆ considering the equality impact of all we do – new and revised policies, procedures, systems, processes and projects.
- ◆ gathering and analysing equality data and feedback from stakeholders to ensure we target resources effectively.
- ◆ equality training to enable us all to meet our equality commitment.

Equality of opportunity is a part of everything we do, including recruiting and supporting you as an Appointee. SQA expects Appointees to practise our Values – Trusted, Progressive and Enabling - and treat others with dignity and respect.

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

2 Using and Protecting Information

2.1 Data Protection

Prior to accepting your appointment you are required to read SQA's data protection policy. By accepting your appointment you are therefore bound by the terms of this policy and the terms and conditions of appointment.

Full details of SQAs data protection policy can be found at **www.sqa.org.uk/markerinformation**.

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 the following:

- sharing information about your role(s) as an appointee
- divulging details of centres or candidates
- making any remarks that could cause reputational damage to SQA
- posting any materials associated with your role without prior SQA approval
- sharing and discussing confidential information regarding practice, qualification and live scripts in a social media environment

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 **markers@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).

2.2 Appointee personal data

SQA holds records of your personal and appointment details on a database.

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.

3 Financial Information

3.1 Tax legislation

All appointees will be taxed on a Pay As You Earn (PAYE) basis.

Appointees who will be undertaking duties for the first time 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.

If you have any query in relation to the tax code we are currently operating on payments made to you or in relation to how standard taxation is operated, please contact HMRC directly to discuss the details. Individual tax circumstances can vary and HMRC may not have the latest information on your personal circumstances and therefore may need you to provide further information in relation to your own circumstances to assess if your coding is correct. Due to data protection HMRC will only discuss personal tax details with the person concerned and SQA cannot therefore contact HMRC on your behalf.

SQA can only alter the tax coding and any tax deductions/refunds on instruction from HMRC.

HMRC details are as follows:-

Web – www.hmrc.gov.uk

Tel – 0300 200 3300

Appointees will receive an annual P60 each year by 31 May.

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.

3.2 Auto enrolment

Auto Enrolment is a 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>)

4 Suspension and Termination of Contract

4.1 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.

4.2 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.

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
- ◆ any loss of confidential material
- ◆ 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
- ◆ any behaviour which is not consistent with the Code of Conduct as outlined in section 1.6
- ◆ 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.

4.3 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.

4.4 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.

4.5 Improper activity

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

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

you should discuss the matter with Jacqui Faulds, Head of Appointee Management (0845 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 (0845 213 5375).

5 Outline of Duties

5.1 Role Profile

A Marker marks candidates' work in line with detailed marking instructions and in accordance with SQA policy and procedures. The prime role is to ensure consistent application of national standards when marking candidate submission(s).

These activities will be under the direction of the Principal Assessor, Senior Team Leader and/or Team Leader and staff from SQA's Qualification Development and Operations business directorates as appropriate.

Outline of duties

- Attend appropriate standardisation meeting(s) as required
- Mark to national standards in line with General Marking Instructions
- Complete marking duties in accordance with specified procedures and timescales
- Submit a detailed Marker report in accordance with specified procedures and timescales

Key Performance Measures for Markers

Each year, on completion of the duties outlined in the Marker contract specification, the Marker will be measured against the following Key Performance Measures (KPMs) and informed of the outcome in relation to their performance.

- Mark agreed allocation in line with detailed marking instructions.
- Submit marks, return marked materials where appropriate and complete administrative tasks by specified dates and in accordance with SQA policy and instructions.
- Submit a detailed marker report on completion of marking allocation, providing feedback on examination performance.
- Demonstrate behaviours outlined in the Terms and Conditions of Appointment which support SQA's values.