



Terms and Conditions of Appointment

November 2009

First edition: November 2005

This edition: November 2009

Publication code: FA5284

Published by the Scottish Qualifications Authority
The Optima Building, 58 Robertson Street, Glasgow G2 8DQ
Ironmills Road, Dalkeith, Midlothian EH22 1LE

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

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	3
1.4	Eligibility to work in the UK	3
1.5	Tax and National Insurance	3
1.6	Fees	4
1.7	Expenses	7
1.8	Duration of the appointment	9
1.9	Release from an employer for SQA duties	10
1.10	Disclosure Scotland	10
1.11	Environmental impact	11
1.12	Health and safety	11
2	Information for specific appointees	12
3	Terms and conditions of your appointment	13
3.1	Confidentiality	13
3.2	Declaration of interest	14
3.3	Intellectual Property Rights	14
3.4	Data protection	14
3.5	Termination of contract	15
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. Details of the services you will perform are set out in the letter and contract specifications on the web.

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

Introduction

This document sets out the code of conduct for all SQA appointees, ie 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, and you must comply with the standards it describes at all times. Any breach of the Code of Conduct may give rise to termination of your contract.

SQA appointee values

1 Selflessness

Decisions should be based solely on SQA's best interests. 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 leadership and management principles.

8 Confidentiality

It is an express condition of contract with SQA that appointees are responsible for maintaining security over all aspects of their work and for ensuring that assets, resources and information entrusted to them 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 fairly, efficiently, consistently, courteously and promptly, offering the highest standards of professional conduct and service to our centres and their staff at all times.

1.3 Attending SQA meetings

All appointees attending SQA events or representing SQA as an appointee are expected to undertake these duties in a professional manner.

Appointees must not bring anyone (eg children/dependents) with them 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 the responsibility of you, the appointee, 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

Income tax

1. Fee payments made to all appointees are covered by a Simplified Tax Deduction Scheme agreed with HM Revenue and Customs (HMRC). This means that Basic Rate tax (currently 20%) is deducted at source from all fee payments.

If, however, you are not liable to pay income tax (ie your aggregate taxable income — including fees from SQA, retirement pensions and unemployment benefit — is expected to fall short of the allowances you are entitled to in the tax year), you can apply for an exemption. Explanatory notes and non-liability declaration slips are available on request. If you complete and return the non-liability declaration slip before payment is processed, your fees will be paid without tax being deducted.

SQA must deduct tax at the basic rate from all appointees unless a declaration of non-liability has been completed. However, appointees who are self-employed and deal with their own tax affairs will be exempt if they provide proof in writing (ideally from their accountant) for each tax year, detailing they are responsible for their own tax affairs. SQA will send this letter to HMRC at the end of each year as proof that tax has not been deducted upon request of the self-employed appointee.

The application of basic rate will result in an underpayment of tax if you have a liability for tax at the higher rate (currently 40%). Remember that fee payments from SQA might cause you to become liable to pay tax at the higher rate. Enquiries should be addressed to HMRC.

2. Expenses payments for travelling and for reimbursement of expenses incurred on SQA business are covered by a dispensation from HMRC and are not taxable.
3. A Payment Advice (P60 substitute) will be issued with each net fee payment, setting out the gross fee and the income tax deduction. You should retain your Payment Advice for tax purposes, as duplicate copies cannot be issued.
4. HMRC has asked SQA to record each appointee's National Insurance number for computer identification purposes.

The income tax treatment of fees payable to appointees is in accordance with an instruction from HMRC. It does not alter your status under this agreement, and should not be construed as indicating any relationship of employee or officer of SQA.

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 Fees

Attendance fees

Attendance fees will be paid for attendance at meetings in connection with the following:

- ◆ setting and vetting question papers
- ◆ supervision of recording/filming sessions
- ◆ preparation of assessment instructions
- ◆ examination procedures
- ◆ central verification

Sessions*	Rate for Evenings, Weekends, Public or School Holidays**
9.00 am – 12.00 noon	£74.85
1.00 pm – 4.00 pm	£74.85
5.30 pm – 8.30 pm	£74.85

* or equivalent total hours

** This rate also applies to all work undertaken by persons who are not otherwise concurrently employed.

Attendance fees quoted above will apply for the period 1 April 2010 – 31 March 2011.

Please note all fees are subject to approval in the light of work done.

Basis of payment

Fees are specific to each role. Please refer to your letter of Invitation to Provide Services for details of payment for the services to be provided.

This table gives details of payment dates:

Role	Payments timetable
Marker	Marking fees are paid four weeks after the last script return date.
Central Marker	Fees are paid within four weeks of the central marking event.
Visiting Examiner/Assessor	Visiting and attendance fees are paid within four to five weeks of the assessment procedures.
Setter	<p>Setting fees are paid in March of the year following vetting of the Question Paper(s).</p> <p>Fees for attendance at any meetings of Setters and/or Vettors are paid on receipt from the Principal Assessor of written confirmation of attendance.</p> <p>Attendance fees for procedural duties are paid within three weeks of receipt from the Principal Assessor of the attendance register for each procedure.</p>
Vetter	<p>Vetting fees are paid on receipt of the vetted draft Question Paper.</p> <p>Fees for attendance at any meetings with Setters and/or Vettors are paid on receipt from the Principal Assessor of written confirmation of attendance.</p>
Scrutineer	Fees are paid by the end of February of the year of assessment.

Language Scrutineer	Fees are paid on completion of duties and will be processed within three weeks of return to work.
Examiner	Attendance fees for procedural duties are paid within three weeks of receipt from the Principal Assessor of the attendance register for each procedure.
Senior Examiner/ Principal Assessor	<p>A responsibility fee is paid by instalments in the year in which the work is done. The first instalment is paid in March of the year following setting/vetting of the Question Paper(s). The second and third instalments are paid in June and September of the year of the examination, and relate primarily to main diet procedures and Appeals procedures respectively.</p> <p>Fees for attendance at any meetings of Setters and/or Vettors, outwith normal working hours, are paid on receipt of confirmation of attendance.</p> <p>Attendance fees for procedural duties are paid within three weeks of receipt from the Principal Assessor of the attendance register for each procedure.</p>
Verifier	Verification fees are paid within four to five weeks of the verification procedures.
Senior Verifier	<p>A responsibility fee is paid in May of the year to which the appointment relates. This payment is subject to the submission of the Senior Verifier report.</p> <p>All other verification fees will be paid within four to five weeks of the verification procedures.</p>
Speaker	The fee is paid on receipt of claim.
Translator	Fees are paid by the end of June in the year of the assessment.
Cartographer	Fees are paid on completion of duties and will be processed within three weeks of return to work.
Sign Translation/ Transcription Reviewer	Fees are paid within three weeks of receipt of claim.

Fees will be paid direct to your bank or building society account by means of Bank Automated Clearing Services (BACS).

1.7 Expenses

Travelling, subsistence and other expenses incurred in connection with SQA business will be reimbursed, as detailed below, and you should claim any such expenses on the appropriate 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

We will reimburse expenses within three weeks of receiving your claim.

Conditions and rates applicable from April 2009

Travelling expenses

Public transport

You should use public transport wherever possible. We will pay for standard class travel by public transport, but please use reduced rate travel where available. Air and rail travel can be booked for you by SQA — please contact Assessment Planning (0131-271 6753/6707) for information. All tickets or itemised receipts for transport must be included with your claim for expenses.

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. Please also state the mileage incurred if you are staying overnight with friends or family.

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.

Travel claims in respect of journeys of a distance greater than that from your usual address will not be met unless prior notice is given and SQA's approval is obtained in advance.

SQA will only reimburse car hire costs where all other means of transport are not practical, and this can be demonstrated if challenged. Claims made that cannot be justified will not be reimbursed.

Taxis

Taxis should only be used where there is no suitable public or private transport. You must include receipts for taxis with your claim for expenses.

Overnight accommodation

All overnight accommodation must be booked via SQA. Overnight accommodation will only be permitted when an appointee would have to leave home before 6.30 am or arrive home after 10 pm.

The only exception to this will be for meetings lasting more than two continuous days and where an appointee would be required to travel long hours each day.

Subsistence expenses

Actual expenses incurred for accommodation, 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 purchases of £5.00 and over. No allowances are paid. Claims sent without appropriate receipts will be returned.

Subsistence limits

For an absence of:	Up to:
More than 4 hours but not more than 8 hours	£ 4.15
More than 8 hours but not more than 12 hours	£ 8.95
More than 12 hours but less than 24 hours	£10.40
More than 24 hours	£75.00

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. The 24 hour amount includes provision for overnight accommodation (B&B) and all meals during this period. As a guide, the evening meal limit included within the overall 24 hour amount is £20.00. Subsistence expenses should be divided between lunch, dinner and an overnight stay.

Catering provided free of charge by SQA

Where catering is provided for you, reductions will be made from the limits to reflect this. Expenses incurred on substitute arrangements will not be reimbursed. As a guide, where lunch is provided free of charge a reduction of £4.15 will be made to the limits.

Gifts to hosts

Please note that due to changes in tax legislation the 'Gifts to hosts' allowance will be withdrawn from 31 December 2009. If you stay with family or friends, before 31 December 2009, rather than book overnight accommodation, SQA will reimburse the cost of a gift to the host of a total value not exceeding £25 per night, subject to a maximum of £150 in any four week period. Receipts for such gifts must be included with your claim for expenses.

Receipts

Claims must be supported by itemised receipts (not credit card slips) for all purchases of £5.00 and over.

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.

Childminding costs will not be reimbursed.

Special requirements

Where special arrangements are required to assist you with travel and/or overnight stays, you should discuss these with SQA (Assessment Planning — 0131-271 6753/6707).

Submitting claims

You must submit your claim to SQA within four weeks.

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

1.8 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.

You may be required to undertake SQA activities during holiday periods from your main employer.

1.9 Release from an employer for SQA duties

Markers

If you are a serving teacher or lecturer, and the date of a Markers' meeting falls on a normal working day, you are required, before you reply to your invitation, to obtain leave of absence from your Head of Centre to attend.

Other appointees (including Central Markers)

For serving teachers or lecturers, SQA will seek release from your employer as required. SQA will then inform you in the Invitation to Provide Services letter that release has been agreed. If your release has not been agreed, we are unable to engage you as an appointee.

Appointees currently receiving maternity or sick pay

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

1.10 Disclosure Scotland

With the exception of those currently employed in schools, SQA undertakes checks on Verifiers and Visiting Assessors. (In addition, SQA also undertakes checks on Chief Invigilators and Invigilators.) All checks are undertaken annually.

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 an Enhanced Disclosure check. Full details of our policies and procedures regarding these checks can be found at www.sqa.org.uk/sqa/23566.html.

If SQA wishes to carry out an Enhanced Disclosure check, you will be issued with a Disclosure Scotland 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 Enhanced Disclosure check. Where the Disclosure Scotland certificate reveals that an individual is unsuitable to work with young people, their appointment in the post will be reviewed.

1.11 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

1.12 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.

2 Information for specific appointees

Full details of the requirements of the post can be found by clicking on the appropriate link below.

Marker/Central Marker
Cartographer
Examiner
External Verifier
Modern Language Scrutineer
Principal Assessor
Principal Assessor (PBNC)
Scrutineer
Senior Examiner
Senior External Verifier
Setter
Sign Translator
Speaker
Team Leader (EMC)
Translator (Gaelic)
Vetter
Visiting Assessor

3 Standard terms and conditions of your appointment

3.1 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. In accepting the offer of appointment, you undertake to be bound by the following conditions:

1. You must not divulge any confidential information to any third party without the express written authority of SQA.
2. Confidential information held by you must be kept secure at all times and must not be placed in such a way as may give rise to inadvertent disclosure.
3. You must use confidential information solely for the purpose of providing services to SQA; it must not be used for your own benefit nor for the benefit of, or detriment to, any third party.
4. You must not make or retain copies of any confidential information other than as required for the provision of your services as an appointee. Immediately on conclusion of your appointment, all confidential information and copies or duplicates thereof in any medium must, as instructed, either be returned to SQA or be destroyed in such a way as to ensure no breach of this clause.
5. Without the prior written approval of SQA you must not express opinions on behalf of SQA, or claim to be doing so.
6. You agree never to make any comments, in public or in circumstances which may become public, that are disparaging of SQA or that could cause damage to SQA's reputation. Nothing in this clause is intended to override the Public Interest Disclosure Act 1998.
7. You must not hold yourself out to be acting on behalf of SQA in relation to any activity, whether commercial or otherwise and whether for your own benefit or otherwise, outwith the terms of this appointment. You must not provide any advice, materials, information or opinion as having been endorsed by SQA. You must not represent them as being linked to SQA or as expressing SQA's view.

3.2 Declaration of interest

You must advise SQA in writing, on appointment and at any time during your appointment, of your involvement in any current or planned future commercial activity and/or any other interests whatsoever that may be significant to, of relevance to, or bear upon the work and operation of SQA.

As an appointee you are not permitted to work in any capacity for a commercial organisation on the production of examination questions for the subject and level in which you are working for SQA.

3.3 Intellectual Property Rights

1. 'Intellectual Property Rights' means patents, trademarks, design rights (whether registrable 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).
2. 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.
3. 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 require 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.
4. 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 Data protection

SQA holds records of appointees' personal and appointment details on a database. Personal data held for appointment purposes will not be used or disclosed in any manner incompatible with that purpose.

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

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

Use of the appointee online systems

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.

3.5 Termination of contract

Introduction

To ensure SQA operates a fair, consistent and transparent procedure for termination of appointee contracts.

Scope

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

Policy terms

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 subject to contract termination by SQA will be documented.

Termination by SQA

SQA may suspend an appointee at any time and for any reason. SQA will notify the appointee in writing of the suspension, and the suspension will take place immediately.

SQA may, at its discretion, provide the reason for the suspension, but 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.

SQA reserves the right to terminate the appointment of appointees at any time and for any reason. Examples of the circumstances in which SQA may terminate an appointment (but are not limited to):

- ◆ any material breach of the provisions of the Terms and Conditions of contract or your letter of appointment
- ◆ performance of services, of which SQA will be sole arbiter, is considered unsatisfactory
- ◆ in the opinion of SQA, 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, or failure to notify SQA that the appointee is the subject of any 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 service requirements
- ◆ a reduction in the number of entries renders services surplus to requirements

Procedure for termination by SQA — performance of service

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

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

The decision to terminate the contract will be made following investigation by a panel.

The panel will consist of the Head of Appointee Management and the Head of the appropriate Business Area.

In certain circumstances SQA Head of Appointee Management will contact the appointee to arrange a meeting.

The appointee will be able to present their views at the meeting and an outcome will be agreed.

Formal communication of termination of the appointee contract will be issued by the Manager, Appointee Services.

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.

Procedures for termination by SQA — offences

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 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 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 3.5 and 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 sections 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 (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).