



# Terms and Conditions of Appointment: Invigilators

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# National Qualifications

## 1 General information for 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.

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 centre staff in your role as an SQA appointee. You should deal fairly, efficiently, consistently, courteously and promptly, at all times.

## **1.3 Conflict of Interest**

No person directly connected with the centre or SQA (eg member of staff at the centre, officer of the Education Authority, other school manager, parent/relative of a candidate or SQA Staff) can undertake

invigilation duties unless written agreement has been obtained from Appointee Services prior to accepting appointment.

## **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 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 the HMRC at the end of each tax 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 on these matters 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 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 Expenses**

Travelling expenses will only be paid to Invigilators who are appointed to a centre **more than 5 miles from home** and use standard public transport for the journey.

Where it is necessary for Chief Invigilators to transport a heavy load of examination material, they may hire transport for that purpose or, alternatively, use their own vehicle. The mileage allowance payable is 32p per mile. Invigilators travelling by car on SQA business do so entirely at their own risk, and must check that their 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.

Receipts must be provided for all individual items in excess of £5.00.

Claims for refund of luncheon expenses will **not** be accepted.

All claims for fees and expenses must be **checked** and **verified** by the Chief Invigilator/SQA Co-ordinator, and returned to SQA by the Chief Invigilator.

## **1.7 Duration of the appointment**

The duration of your appointment is specified in your letter of appointment. Subject to the termination provisions in section 3.4, 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.

## **1.8 Disclosure Scotland**

You must notify SQA immediately of any circumstances that arise would change the outcome of the original Enhanced Disclosure check.

## **1.9 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

## 2 Contract Specifications

### 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 the 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**

- ◆ These duties will be under the direction of 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 the 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 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.

## **3.3 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](http://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.

## **3.4 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's 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.

## **3.5 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 suspension and termination provisions outlined in 3.4.

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 sections 3.4. 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.

## **3.6 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 the Terms and Conditions of appointment.

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).