



Terms and Conditions of Appointment

First edition: November 2005

This edition: October 2010

Publication code: FA5340

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

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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**.

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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. 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

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

Details of individual fees will be included in your letter of appointment.

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

Payment timescales

Fees will be paid within five weeks of successful completion of activity.

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.

We aim to reimburse expenses within three weeks of receiving your claim.

Conditions and rates applicable from April 2010

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 Assessment Planning (0131-271 6753/6707) for further information.

Low cost rail travel

Low cost rail tickets, less than £50.00 (return), must be purchased at local stations and claimed back using the expenses claim form.

Rail 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.

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. Full details on insurance arrangements will be provided for individual car hire bookings.

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. Taxis should not be taken for journeys within safe walking distance.

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 when your journey would exceed two hours in each direction.

The only exception to this will be for meetings lasting two or more consecutive days or when early attendance is required to support an event. 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 Assessment Planning (0131-271 6753/6731).

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 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

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.

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.

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 for your travel, overnight stays and/or dietary requirements, you should discuss these with Assessment Planning (0131-561 6830).

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 task year, may not be reimbursed if they are outside this four week period.

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

For serving teachers, lecturers or other employment status, SQA will seek release from your employer as required. SQA will then inform you in your letter of appointment 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 Checks

With the exception of those currently employed in schools, SQA undertakes Enhanced Disclosure checks on new Verifier roles.

SQA will ensure 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/34084.html

If SQA wishes to carry out an Enhanced Disclosure check, you will be issued with a Disclosure 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 for Disclosure. 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 certificate reveals that an individual is unsuitable to work with young people, their appointment will be terminated.

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 centre's SQA Co-ordinator immediately and submit a report to Rhona Wright, SQA's Child Protection Officer.

If a candidate writes anything on a script which causes you concern about their welfare you should telephone Rhona Wright, SQA's Child Protection Officer (0131-561 6853) 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.

1.12 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 a wide and varied range of equality legislation covering Race, Disability, Gender, Sexual Orientation, and Religion or Belief. SQA has taken a number of actions to promote equality such as:

- ◆ Introduction of Equality Schemes including individual Race Equality Scheme (RES), Disability Equality Scheme (DES) and Gender Equality Scheme (GES) which are updated every three years.
- ◆ Undertaken Equality Impact Assessments (EqIA) on all existing and new policies, guidance and strategies to ensure no discrimination occurs.
- ◆ Provided equality training to staff, including staff who are part-time and on fixed-term contracts.
- ◆ Consulted with a wide range of stakeholders on equality matters.
- ◆ Established an internal equality steering group.
- ◆ Published annual updates on its progress on equality matters including the results of Equality Impact Assessments (EqIA)

SQA expects Appointees to practice our core values and principles, to be treated fairly, and treat others with respect and without bias irrespective of religious belief, gender, age, disability, ethnic origin, political opinion, marital status, sexual orientation or whether or not they have dependants. Equal opportunity is not a stand-alone issue. It is part of everything SQA does, including recruiting and supporting you as an Appointee.

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

2 Information for specific appointees

Editor/Checker

An Editor/Checker is responsible for drafting and checking questions, items or tasks and appropriate supporting marking instructions and assessment coverage grids for Functional Skills external assessments. This is done under the direction of the Principal Editor and according to the timescales set by SQA.

The prime role is to work with the Principal Editor and other SQA appointees to ensure consistent application of standards in the development of external assessments that meet the Functional Skills criteria.

These activities will be under the direction of the Principal Editor and staff from SQA's Qualifications directorate. There may be a requirement to undertake work during holiday periods from main employers.

Outline of duties

- ◆ Produce questions, items and tasks, together with the associated marking instructions and assessment coverage grids for external assessments, in accordance with regulatory criteria.
- ◆ Ensure activities are concluded within agreed timeframes, and assist in ensuring resources are used effectively and efficiently.
- ◆ Support SQA with continuous improvement developments.
- ◆ If required, deputise for the Principal Editor.
- ◆ Additionally, Editors/Checkers may be asked to undertake the following activities. These activities will attract additional payment.
 - participate in workshops/seminars/networking events
 - contribute to understanding standards activities

Principal Editor

A Principal Editor is responsible for ensuring all duties and tasks associated with the quality assurance of Functional Skills external assessments are undertaken according to the timescales and arrangements set by SQA.

The prime role is to lead, support and work (as appropriate to subject and level) with teams of SQA appointees to ensure consistent application of standards in the development of external assessments, to meet both the regulatory criteria and Functional Skills criteria.

These activities will be under the direction of staff from SQA's Qualification Development directorate. There may be a requirement to undertake duties during weekends and holiday periods in own time.

Outline of duties

- ◆ Lead, direct and support the writing and checking of external assessment items for the Functional Skills subject, in accordance with the Functional Skills criteria.
- ◆ Participate in the process of checking and finalising the Functional Skills external assessments.
- ◆ Provide leadership and support to the Functional Skills Editors/Checkers.
- ◆ Ensure all activities are concluded within agreed timeframes, and that resources are used effectively and efficiently to achieve best value.
- ◆ Support SQA with continuous improvement developments, eg e-enablement, ensuring that appointees both understand and embrace change.
- ◆ Undertake the performance management activity of the Functional Skills Editors/Checkers.
- ◆ Additionally, Principal Editors may be asked to undertake the following activities. These activities will attract additional payment.
 - participate in workshops/seminars/networking events
 - contribute to Understanding Standards activities

Systems Approver

A Systems Approver assesses completed centre approval applications submitted by centres, and makes recommendations on their readiness to become an SQA centre, in accordance with SQA policy and instructions.

The prime role is to work with the QAVO staff and other SQA staff as appropriate to ensure consistent application of SQA approval criteria and maintain the integrity of decision-making in relation to centre approval.

These activities will be under the direction of the staff from SQA's HN and VQ Delivery business area.

Outline of duties

- ◆ Assess the completed applications of centres applying to SQA to deliver SQA qualification(s) from a centre management and quality systems perspective (either through full centre approval or recognition routes).
- ◆ Seek clarification of/additions to evidence provided by the centres in their application.
- ◆ Decide on the type of approval event that will be appropriate from a centre systems perspective.
- ◆ Conduct or provide input to a range of approval events, either through site visits or remotely.
- ◆ Make recommendations as to whether the centre demonstrates the potential from a centre management and quality assurance perspective to operate at a level which can be categorised as very low risk by SQA. In making this decision the centre approver must make specific reference to the approval criteria within the Quality section of SQA's Operating Agreement.
- ◆ Make recommendations on any development work required in cases where there is insufficient evidence or understanding of SQA's approval criteria provided by the centre prior to approval being given.
- ◆ Complete reporting documentation as required by SQA in accordance with timescales.
- ◆ Participate in Systems Approver training as required.
- ◆ Complete CDP and submit evidence to SQA as required.

Subject Approver

A Subject Approver assesses completed subject approval applications submitted by centres for SQA subject approval and makes recommendations on their readiness to become an SQA subject approved centre, in accordance with SQA policy and procedures.

The prime role is to work with the QAVO team and other SQA staff as appropriate to ensure consistent application of SQA subject approval criteria and participate in approval processes of qualifications in the subject area(s) concerned to ensure that standards are maintained.

These activities will be under the direction of staff from SQA's HN and VQ Delivery business area.

Outline of duties

- ◆ Assess completed applications of centres applying to SQA to deliver SQA qualification(s) from a subject perspective.
- ◆ Make recommendations as to whether the centre demonstrates the potential from a subject perspective to operate as very low risk by SQA. In making this decision the Subject Approver must make specific reference to the approval criteria within the Quality section of SQA's Operating Agreement.
- ◆ Seek clarification of/additions to evidence provided by the centres in their application.
- ◆ Make recommendations to the appropriate QAVO regarding the type of approval event that will be appropriate.
- ◆ Make recommendations to the appropriate QAVO on development work required in cases where there is insufficient evidence provided or understanding demonstrated of SQA's subject approval criteria provided by the centre's application for subject approval.
- ◆ Conduct or provide input to a range of approval events, either through visits or remotely.
- ◆ Complete reporting documentation as required by SQA in accordance with set timescales.
- ◆ Participate in Subject Approver training events as required.
- ◆ Complete CPD and submit evidence to SQA as required

Subject Verifier

A Subject Verifier is responsible for subject verification activities under the conditions, timescales and arrangements set by SQA.

The prime role is to participate in subject verification of qualifications in the subject area(s) concerned to ensure that standards are maintained.

These activities will be under the direction of staff from SQA's HN and VQ Delivery business area.

Outline of duties

- ◆ Plan subject verification visits as requested by the QAVO and in line with the external verification section of the centre's Quality Plan.
- ◆ Conduct subject verification visits to SQA's specified policy and guidelines and within the required timescales.
- ◆ Objectively assess the centre's compliance versus the full range of subject criteria contained within SQA's Operating Agreement, and particularly to assure the deployment by the centre of a robust internal verification/quality assurance process.
- ◆ Make recommendations on the level of risk the centre represents to SQA.
- ◆ Provide constructive feedback to the centre on the findings of the visit.
- ◆ Agree an action plan with the centre for the implementation of any required corrective actions.
- ◆ Carry out follow-up events to ensure compliance with such plans (either visit or remote).
- ◆ Feedback findings and recommendations to the appropriate QAVO using the relevant external verification report format.
- ◆ Participate in Subject Verifier training events as required.
- ◆ Complete CPD and submit evidence to SQA as required.

Systems Verifier

A Systems Verifier assesses SQA centres and makes judgements on their compliance to meet management and quality assurance criteria as an approved centre, in accordance with the Quality section of SQA's Operating Agreement.

The prime role is to work with the QAVO team and other SQA staff as appropriate to ensure consistent application of SQA Quality Criteria.

These activities will be under the direction of staff from SQA's HN and VQ Delivery business area.

Outline of duties

- ◆ Conduct systems verification visits in line with each centre's Quality Plan.
- ◆ Objectively assess the centre's compliance versus the full range of centre management and quality criteria contained within SQA's Operating Agreement, through sourcing evidence of policy, procedure and deployment.
- ◆ Make a recommendation on the level of risk the centre represents to SQA and communicate this to the appropriate Quality Enhancement Manager (QEM).
- ◆ Provide constructive feedback to the centre on the findings of the visit.
- ◆ Agree an action plan with the centre for the implementation of any required corrective actions.
- ◆ Carry out follow up events to ensure compliance with such plans (either visit or remote).
- ◆ Complete reporting documentation as required and submit to SQA in accordance with timescales.
- ◆ Participate in System Verifier training events as required.
- ◆ Complete CPD and submit evidence to SQA as required.

3 Standard terms and Conditions

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. This includes the publishing of information relating to appointee duties via any means of communication.
- 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 or 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 must not 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.

If you are undertaking any commercial activity, please complete the 'Notification of Commercial Activity' form which can be found at <http://www.sqa.org.uk/sqa/42405.2697.html> and e-mail it to Appointee Management (am@sqa.org.uk).

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 Data protection

SQA holds records of your personal and appointment details on a database. Information relating to your appointment(s) will be provided to your employer. 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.

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

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
- ◆ 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, 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 contract requirements
- ◆ a reduction in the number of entries renders services surplus to requirements

Procedure for termination by SQA — performance

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

In certain circumstances SQA's 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, 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 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 (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).