



# **Terms and Conditions of Appointment**

## **Invigilation**

First edition: November 2005  
This edition: February 2018

Publication code: FA5340/2

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

[www.sqa.org.uk](http://www.sqa.org.uk)

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# 1 Information for all appointees

## 1.1 Basis of the relationship between you and SQA

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

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

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

## 1.2 Eligibility to undertake appointee duties

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

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

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

## 1.3 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.

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

## **1.4 Suspension and disciplinary actions**

All appointees must immediately declare to SQA if they are currently, or become, suspended by any employer and the reasons for such suspension. SQA reserves the right to invoke the termination and suspension provisions outlined in section 5.

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 5. Failure to inform SQA of any disciplinary action will be regarded by SQA as a material breach of the conditions of appointment and may lead to termination of appointment.

## **1.5 Code of Conduct**

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

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

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

### **1 Selflessness**

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

### **2 Honesty**

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

### **3 Integrity**

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

### **4 Objectivity**

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

## **5 Accountability**

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

## **6 Openness**

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

## **7 Leadership and management**

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

## **8 Confidentiality**

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

## **9 Professionalism**

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

### **1.6 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 [invigilation@sqa.org.uk](mailto:invigilation@sqa.org.uk) for further advice.

# 2 Outline of Duties

## 2.1 Role Profile

### 2.1.1 Chief Invigilator

A Chief Invigilator is responsible for the organisation and supervision of invigilation of all external assessments for National Qualifications, in accordance with SQA policy and procedures.

The activities will be under the direction of staff from SQA. Close liaison will 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's rules and regulations.

#### Outline of duties

- Deliver training to Invigilators
- Allocate and advise Invigilators of their duties and dates required ensuring a balance of sessions throughout the examination period
- 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
- Supervise Invigilators
- Responsible for the secure storage and management of external assessments before and during the diet
- Responsible for ensuring that external assessments, including those for Assessment Arrangements candidates, are conducted in accordance with SQA policy and procedures
- Responsible for the submission of candidates' external assessment material to SQA

In accordance with SQA's guidelines complete comprehensive reports on any irregularities in conduct of an external assessment and submit to SQA where necessary, for example:

- Any incident concerning possible malpractice
- Any issue concerning the content of a question paper
- The un-authorized removal of a question paper or examination material from the examination room
- Faulty Question Papers
- Faulty Digital Question Paper discs
- Faulty Audio CDs
- Any instances of sickness, interruptions or disturbances during an assessment



## 2.1.2 Depute Chief Invigilator

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

### Outline of duties

- Act as Depute for the Chief Invigilator as directed by the Chief Invigilator
- Attend a training session
- Support the Chief Invigilator in allocating and advising Invigilators of their duties and required dates
- Maintain a record of sessions worked by Invigilators throughout the external assessment period, when necessary
- Supervise Invigilators
- Responsible for ensuring that external assessments, including those for Assessment Arrangements candidates, are conducted in accordance with SQA policy and procedures
- Assist with the submission of candidates' external assessment material to SQA

In accordance with SQA's guidelines complete comprehensive reports on any irregularities in conduct of an external assessment, for example:

- Any incident concerning possible malpractice
- Any issue concerning the content of a question paper
- The un-authorised removal of a question paper or examination material from the examination room
- Faulty Question Papers
- Faulty Digital Question Paper discs
- Faulty Audio CDs
- Any instances of sickness, interruptions or disturbances during an assessment

### 2.1.3 Invigilator

An Invigilator undertakes the duties of invigilation for the external assessment of National Qualifications, in accordance with SQA policy and procedures. These activities will be under the direction of the Chief Invigilator and/or Depute Chief Invigilator.

#### Outline of duties

- Attend a training session
- Supervise external assessments and ensure candidates have the appropriate assessment materials provided by SQA
- Responsible for ensuring that external assessments, including those for assessment arrangements candidates are carried out in accordance with SQA's policy and procedures
- Responsible for the accurate recording of candidate attendance on attendance registers and where appropriate report to the Chief Invigilator any anomalies during the external assessments
- Assist with the collation of the candidates' external assessment materials for submission to SQA

In accordance with SQA's guidelines complete comprehensive reports on any irregularities in conduct of an external assessment, for example:

- Any incident concerning possible malpractice
- Any issue concerning the content of a question paper
- The un-authorized removal of a question paper or examination material from the examination room
- Faulty Question Papers
- Faulty Digital Question Paper discs
- Faulty Audio CDs
- Any instances of sickness, interruptions or disturbances during an assessment

## 2.2 Working safely with young people and vulnerable groups

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

It is therefore your responsibility to:

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

The Behaviour Guidelines provide positive advice to ensure that:

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

### Behaviour Guidelines

You must:

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

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

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

## **Reporting procedure**

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

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

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

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

## **2.3 Health and safety**

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

## **2.4 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

## **2.5 Equal opportunities statement**

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

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

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

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

Further information can be found on SQA's equality webpages at:  
**[www.sqa.org.uk/sqa/25340.html](http://www.sqa.org.uk/sqa/25340.html)**

# 3 Using and Protecting Information

## 3.1 Data Protection

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

Full details of SQA's data protection policy can be found at [www.sqa.org.uk/invigilation](http://www.sqa.org.uk/invigilation).

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

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

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

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

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

## 3.2 Appointee personal data

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

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

# 4 Financial Information

## 4.1 Tax legislation

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

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

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

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

HMRC details are as follows:-

Web – [www.hmrc.gov.uk](http://www.hmrc.gov.uk)

Tel – 0300 200 3300

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

## National Insurance

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

## 4.2 Auto enrolment

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

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

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

### **4.3 Payment timescales**

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



# 5 Suspension and Termination of Contract

## 5.1 Suspension

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

## 5.2 Termination of contract

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

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

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

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

### Termination by SQA

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

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

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

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

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

All decisions are final and not subject to appeal.

### **5.3 Procedure for termination by SQA**

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

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

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

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

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

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

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

### **Procedure for termination of fixed term contract**

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

## **5.5 Improper activity**

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

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

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

Similarly, where you observe inappropriate activity or behaviour in the course of your duties, you should discuss the matter with Jacqui Faulds, Head of Appointee Management (0845 213 5375).