

Ms David Matthews  
5 GRENFELL ROAD  
HEREFORD  
HEREFORDSHIRE  
HR1 2QR  
PIN: 806905  
14 March 2024

## Offer of appointment – Summer 2024

Component Role: New Examiner

Subject: 8464/C/1H Combined Science: Trilogy: Paper 1 Chemistry - GCSE

Dear Ms David Matthews

We are delighted to offer you a contract to join our team of examiners for the Summer 2024 series. This contract sets out the tasks to be completed, the marking method, your marking quota and the fees that are payable. The contract contains a lot of information so please do get in touch with us if you have any questions via [ScienceExaminersGCSE@aqa.org.uk](mailto:ScienceExaminersGCSE@aqa.org.uk).

AQA has reviewed the contractual status of all associate roles. You will be engaged as a Contractor. The relevant terms and conditions are provided as part of this agreement. For any queries please contact us at [contracting@aqa.org.uk](mailto:contracting@aqa.org.uk).

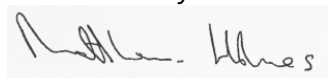
### Accepting or declining this offer

We look forward to working with you. To accept the offer, you won't need to print anything out. Please could you:

- Read the contract offer below
- To accept or decline the contract offer, please [use this form](#). Follow the instructions, completing the information required
- If you decline the offer and subsequently change your mind, just contact us by email quoting your PIN (806905) and component code (8464/C/1H) at [ScienceExaminersGCSE@aqa.org.uk](mailto:ScienceExaminersGCSE@aqa.org.uk).

Thank you again for agreeing to work with us and we look forward to working with you in the Summer 2024 series.

Yours sincerely



**Matt Holmes**  
Associate Team Manager

## **Schedule 1 – Services to be delivered New Examiner**

### **Overview**

The contractor is responsible for marking an allocation of scripts in line with the marking standards set by the Lead Examiner for the component.

All tasks must be delivered in accordance with deadlines and guidance as set out by AQA and in Schedule 2.

### **Tasks**

1. Complete compliance training.
2. Submit conflict of interest declaration.
3. Download appropriate marking software and complete provisional system training and familiarisation; and access practice scripts as appropriate.
4. Prepare for and complete standardisation.
5. Ensure visit dates arranged with centres and provided to Team Leaders where appropriate.
6. Mark allocated items or scripts in line with the marking standard. Enter marks for visiting components where appropriate.

Marking is dependent on satisfactory completion of standardisation and continuing to meet marking standards.

## Schedule 2 (New Examiner): Exam services and fees

8464/C/1H Combined Science: Trilogy: Paper 1 Chemistry - GCSE: Exam Date: Friday 17 May 2024

Component standard quota: 600 part papers (CMI+ quotas are comprised of live items and seeds – please see further information below)

Marking start date: Saturday 01 June 2024

(96% of this paper is projected to be expert marked)

New Examiner quota: 490 part papers

Standardisation Method - Online Standardisation

Marking Method - CMI+ (individual questions marked online)

Task /Deliverables	Method	Fee Breakdown	Completion Date
Complete training (new and retraining examiners only)	TBC		TBC
Prepare for and complete standardisation	Online Standardisation		Thursday 30 May 2024 - Friday 31 May 2024
Mark allocated items in line with the marking standard	CMI+ (items marked online)	£2.82 per whole script equivalent. On papers where examiners do not mark all parts of the script, you will be paid for the % of the script that you mark.	1st batch date 25%: Saturday 08 June 2024  2nd batch date 66%: Saturday 15 June 2024  Last date for marks: Friday 21 June 2024

'Meetings' referred to in the above table may be held remotely and if so, you will be invited to attend via a remote meeting or Webinar. The dates detailed above are subject to change.

Marking candidate scripts is conditional on the satisfactory completion of standardisation and thereafter subject to the ability to maintain the necessary standard of marking, evidenced by the marking of seeds. The fee payable for marking scripts is dependent on the actual number of scripts marked.

### Additional Pages

Additional pages will no longer be marked separately but will be marked on CMI+ using our ILAP/AM SEG system. Further information on what this means and how this will affect you will follow in due course.

### Expenses

Expense claims for travel, mileage and subsistence (meals) raised via the Associate Payments Portal (iTrent).

Payment will be paid within 30 days of approval

### Quota Cap Removal

After Friday 21 June 2024 any remaining items will be made freely available to examiners to mark, dependent on individual performance.

**Payment for marking**

Your first payment will be paid to you once approximately 75% of your required marking is complete. Further marking will be paid in weekly catch-up pay runs thereafter. If you do not reach the percentage of marking required to qualify for payment, you will not be paid until the end of the marking series in August.

Whilst whole script fees are provided for CMI+ components, the payment you receive is calculated at item level. A fee per item is calculated by:

- dividing the total script fee by the total number of marks available for the paper
- multiplying this value by the total number of marks available for each question
- multiplying the per item value by the number of live items marked for that question, excluding seeds

Since our pay run is weekly, payment for any given question can be spread over multiple weeks owing to cut off points at which payment files are generated.

## Key information

The work you'll receive from AQA depends on entry volumes. As soon as you sign and return your contract we will allocate work to you.

Please note: the total fees paid will be dependent on the actual number of scripts or items marked and/or the number of centres moderated (where relevant).

### Equipment requirements

To work with us you'll need a personal computer with a broadband internet connection. This is necessary for the completion of some of the work on the series and for registration on the AQA Associate Extranet, through which you will access training and receive information throughout the exam series.

You'll also need a private mobile phone or landline, as a login code will be sent to verify your identity to access our systems. This is essential to ensure the security of our data, systems and technology.

Our technical requirements can be found here: [AQA | Information for examiners and moderators | Tools and PC requirements](#).

Please note: we only support Windows PCs and cannot support Apple Mac for any marking software.

### Meetings and regulatory compliance

We record pre-standardisation and standardisation meetings and training webinars as an audit trail for regulatory compliance and for staff training purposes. If you have any concerns about being recorded please contact Associate Management team at [ScienceExaminersGCSE@aqa.org.uk](mailto:ScienceExaminersGCSE@aqa.org.uk) before accepting this contract.

Further details about how your personal information will be used, stored and protected can be found at <https://www.aqa.org.uk/about-us/privacy-notice>

As an awarding organisation we must comply with the Conditions of Recognition which are set by Ofqual. Please familiarise yourself with the [AQA Conflicts of interest policy](#) before accepting this contract.

### CMI+

CMI+ quotas are comprised of live items and seeds; please note payment for seeds is integrated into the total script fee and is therefore not paid separately.

Some CMI+ components feature general and auto-marked questions.

### Post-results

If you are being offered an appointment you may also be invited to participate in post-results review work, which forms a separate offer of appointment. The process of sending offers of appointment for post-results reviewing will begin in April 2024 for the Summer 2024 series.

## Contract for the provision of exam services

### Section 1 – Form of Agreement

**THIS AGREEMENT IS DATED** 14 March 2024

#### **PARTIES:**

1. **AQA Education (“AQA”)** is a registered charity (number 1073334) and a company limited by guarantee registered in England and Wales (number 3644723). Our registered address is AQA, Devas Street, Manchester M15 6EX.

And

2. Ms David Matthews of 5 GRENFELL ROAD, HEREFORD HEREFORDSHIRE, HR1 2QR (the **“Contractor”**)

#### **WHEREAS**

AQA requires the Contractor to provide the Exam Services defined in this document and the Contractor has agreed to provide those Exam Services on the terms and conditions set out in this Agreement.

#### **IT IS HEREBY AGREED as follows:**

1. This Agreement shall comprise the following Sections and any documents referred to therein:  
Schedule 1 Services to be Delivered  
Schedule 2 Exam services and fees  
Section 1 Form of Agreement  
Section 2 General Conditions - Contractor Agreement
2. This Agreement and any documents referred to therein constitute the entire agreement between AQA and the Contractor in respect of the Contractor's obligations and supersedes all previous communications between the Parties.
3. The Contractor shall supply AQA with the Services described in Schedule 1, for the Fees set out in Schedule 2 while abiding by the terms of appointment set out in Sections 1 (Form of Agreement) and Section 2 (General Conditions).
4. This Agreement is made with the Contractor on condition that student entry volumes are sufficient to require these services to be provided by the Contractor.
5. No provisions of this Agreement may be altered or modified, except by the agreement of both parties in writing and signed by a Duly Authorised Representative of AQA.

#### **COMMENCEMENT AND CONTINUATION**

The Contractor shall commence with the provision of Services on 01/04/2024 and, subject to the rights of earlier termination set out in this Agreement, shall complete the Services on or before 30/09/2024.

**Signed** for and on behalf of AQA by:

NAME/PRINT Matt Holmes



JOB TITLE Associate Team manager

**Contractor to sign** by completing *Acceptance Form* on final page.

## Section 2

# General Conditions –Contractor Agreement

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### 1. Definitions and Interpretation

#### 1.1. The following definitions apply:

**AI Systems** means any system that is able to perform a task (including audio, visual or natural language processing, knowledge extract or analytics) that would otherwise have required human intelligence or which utilises machine learning, artificial intelligence or can otherwise be trained to produce an outcome, or can interact with the user's visual or verbal input in conjunction with that system's knowledge bank including chatbots and other similar systems.

**Adequacy Decision** means a formal decision made by the EU which recognises that another country, territory, sector or international organisation provides an equivalent level of protection for personal data as the EU does.

**Confidential Information** means all confidential and proprietary technical and non-technical, business and other information which may be disclosed directly or indirectly by or on behalf of AQA to the Contractor in the course of the relationship between the Parties and includes without limitation, in any form, oral or written, documents, specifications, confidential examination and assessment information, examination questions, papers, mark schemes and associated materials (which includes both the contents of confidential assessment materials and information about assessments which, if divulged, could impact on the validity or reliability of an assessment), business secrets, financial and pricing information, lists of members, suppliers or customers, intentions, product information, methods, formulas, know-how, or other business of AQA which is marked as confidential or might reasonably be considered to be confidential in nature and which is supplied before, on or after the date of this Agreement.

**Contractor** means the person identified in Section 1.

**Data Protection Legislation:** (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementation laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018.

**Deliverables** means any output of the Services to be provided by the Contractor including any set out in Schedule 1 of this Agreement.

**Intellectual Property Rights** means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim

priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**JCQ** means the Joint Council for Qualifications, a membership organisation for awarding bodies.

**Materials** means any documents, drafts, revisions or other materials provided by the Contractor to AQA in relation to the Services or the Deliverables.

**Services** means the tasks and Deliverables set out in Schedule 1 of this Agreement.

1.2. The Contractor is engaged as a self-employed contractor and is not the employee, worker, partner or agent of AQA and has no authority to represent and must not claim to represent or enter into any commitments on behalf of AQA in any respect.

1.3. Nothing in this Agreement is intended to make nor shall it make AQA the employer of the Contractor. The Contractor is classified as self-employed and the Contractor must not claim that they are an employee, worker, partner, director or officer of AQA.

1.4. A reference to a 'third party' is a reference to a person who is not a Party to this Agreement.

1.5. Clause headings are for ease of reference only and are not intended to be part of or to affect the meaning, interpretation or construction of any of the terms of this Agreement.

## **2. Contractor Obligations and Assurances**

2.1. If the Contractor accepts the invitation to complete the tasks required by this Agreement, the Contractor agrees to make him/herself available to carry out the Services at the required times in accordance with the terms of this Agreement.

2.2. The Contractor may not engage a third party to complete the tasks required to fulfil their obligations to AQA unless the Contractor has first obtained the express written consent from AQA.

2.3. The Contractor shall not use any AI Systems to produce the Materials or Deliverables.

2.4. The Contractor must comply with AQA's policies and procedures in respect of Child Safeguarding. Due to the nature of the sector in which AQA operates, the Contractor shall disclose to AQA any unspent convictions and if the Services require direct contact with children or other vulnerable groups, disclosure of spent convictions may be required. In the event of disclosure, AQA will consider whether such convictions are compatible with the Services and this Agreement will be conditional on AQA confirming such compatibility. Failure to comply with AQA's policies or disclose any criminal convictions could lead to the termination of this Agreement by AQA under clause 12.

2.5. The hours required are those needed to complete the tasks under this Agreement, as specified in Schedule 1. Unless notified by AQA of particular times when the Services must be performed, the Contractor determines when those hours are worked. The Contractor confirms that they have sufficient time and, where necessary, their employer's consent, to perform the Services. By signing this Agreement the Contractor is deemed to have confirmed that they will be able to obtain leave of absence from their employment to enable them to complete the Services (which could include attendance at meetings at locations specified by AQA including AQA's premises) at times when they would otherwise be fulfilling the responsibilities of their employment. The Contractor shall complete all work in accordance with the deadline and quality standards set out in Schedule 1.

2.6. The Contractor agrees that AQA may contact their employer or other third parties to assist in contacting the Contractor regarding the return of overdue documentation in respect of the Services including but not limited to scripts and may also respond to any request for references from other awarding organisations.



2.7. The Contractor agrees to adhere to the JCQ policy contained in the document Suspected Malpractice in Examinations and Assessment: Policies and Procedures available from the [JCQ website](#).

2.8. The Contractor agrees to be vigilant when using social media sites for any material which is, seems or purports to be confidential assessment material, and to report any concerns to [irregularities-n@aqa.org.uk](mailto:irregularities-n@aqa.org.uk).

2.9. The Contractor must provide all information and assistance to AQA as required to perform the Services and as requested by AQA from time to time in order for AQA to comply with its regulatory or legal obligations.

2.10. The Contractor agrees to take all reasonable and possible steps to report occurrences or suspected occurrences of malpractice or maladministration to help ensure that adverse effects, as defined in Condition B3.2 of the Ofqual General Conditions of Recognition, are prevented, corrected or mitigated to protect the integrity of the qualifications of JCQ awarding bodies.

2.11. As a regulated Awarding Organisation, AQA must comply with all regulations governing the delivery of specific qualifications, including those in the Ofqual Handbook. If any changes arise to the Ofqual Handbook and/or to any regulatory documents which impact upon this Agreement, then AQA reserves the right to alter these terms to ensure its continued compliance.

2.12. As part of the terms of this Agreement, the Contractor must provide AQA with personal details, including an individual personal email address, deemed acceptable by AQA and to inform AQA of any changes immediately in the format defined by AQA.

2.13. The Contractor, if and when driving on AQA business to perform the Services, will hold a current driving licence and have valid vehicle insurance covering business use.

### **3. Equipment and IT Requirements**

3.1. The Contractor must provide all equipment necessary to carry out the Services.

3.2. The Contractor agrees that all work will be completed in accordance with the [Information Security Policy – Guidance](#), which is specifically for Associates, and any supplementary guidance. Given the nature of the Services, the Contractor acknowledges the importance of adhering to the rules and requirements of the policy and takes personal responsibility for this.

3.3. The Contractor confirms that they are able to receive AQA emails to a personal email address and must not use one supplied by their employer.

3.4. The Contractor confirms their agreement to being involved in online/on-screen developments, if required, and to work in electronic formats in providing the Services. The Contractor will ensure they have the IT skills and equipment necessary to support online/on-screen processes for the duration of their engagement. As a minimum, such equipment must include a private mobile phone or landline, a private PC or laptop with a primary current Microsoft supported Windows operating system, up-to-date industry-accepted anti-virus software installed, a broadband internet connection, access to an up-to-date web browser and a printer. The possession of IT hardware and software to the necessary standard is a pre-condition of this Agreement.

3.5. The Contractor warrants that work undertaken in an electronic format will not be performed in a public place and/or connected to a public network. The Contractor is required to ensure that the use of any network does not contravene any local educational establishment policies.

3.6. AQA makes no representation that the online/on-screen exam services or removable media, including but not limited to USB sticks and CDs, either provided by AQA or another source such as a centre, will be virus or error free and accepts no responsibility whatsoever for any loss, damage interruption, cost or expense caused by the Contractor's use of the online/on-screen examination services.

3.7. The Contractor agrees to accept the use of cookies when using any online AQA-supported system for providing the Services. Cookies are used as part of the authentication mechanism when the Contractor logs on to these systems and expire when the Contractor leaves the site. Cookies also remember user personal preferences so the Contractor does not need to re-select these every time they log on to the system. These cookies remain on the system to provide support throughout the marking period. Cookies are not used to gather personal information or to monitor the Contractor's performance of the Services. This information is provided to the Contractor as required by the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011.

3.8. The Contractor must ensure that any event they deliver or present at is recorded (in line with Ofqual conditions of recognition) and that the memory chip containing the recording is returned to AQA within seven days of the event.

#### **4. Confidentiality**

4.1. The Contractor shall at any time while this Agreement remains in force and after it has terminated or expired:

- 4.1.1. not disclose Confidential Information to any third party;
- 4.1.2. keep all Confidential Information strictly confidential;
- 4.1.3. only use any Confidential Information for the proper performance of their obligations under this Agreement.

4.2. This clause shall not apply to information which:

- 4.2.1. was already lawfully known, or became lawfully known to the Contractor by means other than in relation to this Agreement;
- 4.2.2. becomes or became generally known to the public by publication or other lawful means, other than as a direct or indirect result of the information being disclosed in breach of this Agreement;
- 4.2.3. is required or permitted to be disclosed by law, order or by the lawful intervention of a regulatory body.

4.3. The Contractor shall ensure the highest standard of care in storing and handling Confidential Information and must maintain any documents, computer files and other means of recording information which contain Confidential Information in a secure place at all times. The Contractor must not undertake any part of the Services or display or discuss any material related to the Services in a public place, including on any form of public transport. For the avoidance of doubt, any breach of this clause will be deemed an irremediable material breach under clause 12.1.

4.4. The Contractor shall notify AQA immediately of any accidental disclosure of Confidential Information or data breach which has occurred or is likely to occur which could have an adverse effect on AQA, including but not limited to where the Contractor is or becomes aware that any

Deliverables or Materials have been compromised, and the Contractor shall take such remedial steps to mitigate or avoid such disclosure or data breach as is prudent or instructed by AQA.

4.5. The Contractor shall not publicise or make any public announcement, press release or other statement in respect of this Agreement or otherwise in relation to the Services without the prior written consent of AQA.

4.6. Proceedings at all meetings attended by the Contractor, or participated in online, in connection with the Services must be regarded as strictly confidential. The Contractor is required to maintain the confidentiality of the question papers (including individual examination questions) and mark schemes at all stages before the examination and must respect and maintain the confidentiality of the examinations, both prior to their taking place, and in respect of the work and performance of candidates. Pre-publication versions of question papers and mark schemes remain confidential to AQA after the examination has taken place and must not be published or disseminated outside AQA without the prior written consent of AQA.

4.7. The Contractor must immediately return to AQA or destroy any documents, electronic files or other material containing Confidential Information when requested to do so by AQA. On termination of this Agreement for whatever reason, the Contractor must inform AQA in writing that any such materials have been returned, destroyed or deleted in line with the instructions received.

4.8. The Contractor must not communicate directly with centres or with candidates except as requested, in writing, by AQA. Any communication received from a centre or candidate which is not part of the examination must be forwarded to AQA. Such communications must not be allowed to influence assessment of work. AQA must be included/copied in to any communication in reply to centres or candidates.

4.9. The Contractor must not provide any information about any AQA qualifications which is inaccurate or misleading.

## **5. Intellectual Property Rights**

5.1. In relation to the Materials and the Deliverables:

- 5.1.1. the Contractor assigns to AQA, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the Materials and Deliverables;
- 5.1.2. the Contractor shall obtain waivers of all moral rights in the Materials and Deliverables to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction; and
- 5.1.3. the Contractor shall, promptly at AQA's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as AQA may from time to time require for the purpose of securing for AQA all right, title and interest in and to the Intellectual Property Rights assigned to AQA in accordance with clause 5.1.1; and
- 5.1.4. the Contractor shall, promptly at AQA's request, deliver up all Materials and Deliverables to AQA.

5.2. The Contractor warrants that:

- 5.2.1. the Materials and Deliverables do not contain any Intellectual Property Rights of a third party;
- 5.2.2. the Materials and Deliverables will be the Contractor's own original work and neither the whole nor any part of the Materials and/or Deliverables have been or will be created using AI Systems; and
- 5.2.3. the receipt, use and onward supply of the Materials and Deliverables by AQA and its permitted sub-licensees shall not infringe any Intellectual Property Rights of any third party.

5.3. The Contractor shall indemnify AQA in full against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by AQA arising out of or in connection with:

- 5.3.1. the receipt, use or supply of the Services and the Materials and/or the Deliverables; or
- 5.3.2. Any breach of the warranties set out in clauses 5.2 to 5.3 (inclusive).

**6. Anti-Bribery and Corruption**

6.1. The Contractor confirms that they have not accepted, been offered or been promised or agreed to accept any gift, reward or advantage of any kind as an inducement for doing or refraining from doing (whether now or in the future) or for having done or having refrained from doing anything in relation to the arrangements envisaged by this Agreement.

6.2. The Contractor shall:

- 6.2.1. comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
- 6.2.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010;
- 6.2.3. in particular, not agree to receive or accept any undue financial or other advantage of any kind in connection with the performance of the Contractor's obligations under the Agreement and shall promptly report to AQA any offer or promise to afford to the Contractor, or the Contractor's acceptance of, any such advantage;
- 6.2.4. not offer, promise or give to any third party (including any foreign public official) any gift, reward or advantage in connection with the arrangements envisaged by this Agreement;
- 6.2.5. ensure that any person who works with the Contractor, who is performing services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Contractor in this clause 6. The Contractor shall be directly liable to AQA for any breach by such persons of the Bribery Act 2010.

6.3. Breach of this clause 6 shall be deemed an irremediable material breach under clause 12.1.

## **7. Conflict of Interest**

7.1. Nothing in this Agreement shall prevent the Contractor from being engaged, concerned or having any financial interest in any other business, trade, profession or occupation during the term of this Agreement, provided that such involvement does not conflict or could not conflict with any of the Contractor's obligations pursuant to this Agreement, and does not contravene the [AQA Conflict of Interest Policy](#) and any updates.

7.2. Contractors who have access to live confidential assessment materials shall comply at all times with the [AQA Conflict of Interest guidance document](#) for Associates.

7.3. The Contractor must not:

- 7.3.1. make public statements which could have a negative impact on the reputation of AQA or its services;
- 7.3.2. make use of their association with AQA for commercial purposes, including (without limitation) by identifying themselves as an AQA Contractor in text or on the internet or in advertising tutorial services or involvement in courses organised outside AQA;
- 7.3.3. appear to represent AQA in public contexts, except where expressly directed to do so by AQA;
- 7.3.4. allude to the Services in any interview with or comment made to the press or other media;
- 7.3.5. discuss the Services on online social media and networking sites;
- 7.3.6. compromise the integrity or security in part or in full of any of the work undertaken for AQA including (without limitation) in any text books, learning materials or conferences to which the Contractor contributes or in which they participate;
- 7.3.7. intentionally, unintentionally or recklessly plagiarise any published or unpublished material whether in manuscript, printed or electronic form including but not limited to other media, such as computer code, illustrations, graphs, published text and data drawn from books, journals and unpublished text and data or text, data and other resources downloaded from websites.

Plagiarism may include verbatim paraphrasing, cutting and pasting from the internet, and/or inaccurate citation.

7.4. If contracted to work on live confidential assessment material for delivery of the Services, the Contractor must inform the relevant Head of Centre at their employer that they are engaged in this activity and which subject, level and component this relates to. The Contractor must also specify if they teach students who are, or will be entered for any examination for which the confidential assessment material is a draft. Failure to inform the Head of Centre of this information will be deemed to be an irremediable material breach under clause 12.1. The Contractor agrees that AQA will inform their Head of Centre of the Services they are contracted to perform for AQA.

## **8. Fees**

8.1. Subject to the terms of this Agreement, in consideration of and subject to the satisfactory performance by the Contractor of the Services, AQA shall pay the Contractor the amounts specified in Schedule 2.

8.2. All payments are made by bank transfer (BACS). Bank details for a UK bank account and personal information details including National Insurance number must be provided for payment to

be made. AQA will deduct Income Tax at the relevant rate from payments of all fees in accordance with its arrangement with HMRC in relation to Associates.

8.3. AQA shall be entitled to deduct from the fees (and any other sums) due to the Contractor any sums (including overpayments of fees or expenses) which the Contractor may owe to AQA at any time, any amounts required by law or pensions contributions (if any).

8.4. In the event of an overpayment, the Contractor agrees to repay the sum within thirty (30) days of receiving a request for repayment from AQA.

8.5. AQA shall be entitled to withhold payment of fees in the event that the Contractor fails to comply with the requirements set out in this Agreement, including any Schedules. Payment in full or in part in accordance with Schedule 2 shall be without prejudice to any rights of AQA at any time.

8.6. Meeting attendance fees and contracted expenses will only be payable for attendance at meetings where such attendance has been specifically required by AQA and no notice that attendance is no longer required has been given by AQA.

8.7. Payment to employers for teacher release will apply to the examinations for which AQA is responsible and will be made in accordance with the *Memorandum for Agreement for the Release of Teachers*.

8.8. Reimbursement of travel related and subsistence expenses, where authorised in advance by AQA, will be made at current AQA rates and in accordance with current AQA practice. Where expenses have been incurred in a foreign currency, AQA will convert the local currency into Sterling based on the exchange rate ruling at the date the expense was incurred.

## **9. Work Location**

9.1. The Contractor will carry out the Services at their own premises or, if required, at AQA offices or other premises or centres (whether inside or outside the UK).

9.2. The Contractor must only carry out the Services from a location in the UK, EEA or a country confirmed by AQA as having an appropriate Adequacy Decision to share data with.

## **10. Indemnity**

10.1. The deduction of Income Tax does not affect the status of the Contractor. It relates to a specific tax arrangement with HMRC involving Associates at AQA. The Contractor is responsible for the payment of any outstanding applicable tax and national insurance contributions.

10.2. The Contractor shall indemnify and keep indemnified AQA (including AQA officers, directors, employees and agents) against all liabilities, losses, costs, damages or expense (including, without limitation, any taxes, national insurance contributions liability, penalties or interest levied against AQA and any reasonable legal expenses and costs incurred by AQA) which AQA may suffer or incur as a result of AQA failing to deduct, not pay or withhold the correct amount of any taxes, national insurance contributions, duties, fees or other similar charges from any payments to the Contractor under this Agreement, whether by reason of the Contractor being held to be an employee of AQA or otherwise. This provision shall extend to all claims and liabilities arising under the applicable law and regulations of the Contractor's country of residence.

10.3. The Contractor shall have personal liability for any loss, liability or costs arising from any breach by the Contractor of the terms of this Agreement including any negligent act, omission or default in the provision of the Services.



10.4. The Contractor will be responsible for any tax payments and social security or similar contributions which apply to any of the fees, expenses or other payments under this Agreement which apply to them in an overseas country and will keep AQA fully indemnified against any such liabilities, including any penalties, interest and costs.

## **11. Force Majeure**

Where the performance by the Contractor of their obligations under this Agreement is delayed, hindered or prevented by an event or events beyond the reasonable control of the Contractor (including, without limitation, accident or illness) and against which an experienced Contractor could not reasonably have been expected to take precautions, the Contractor shall promptly notify AQA, in writing, specifying the nature of the force majeure event and stating the anticipated delay in the performance of this Agreement. AQA reserves the right to terminate this Agreement without notice under these circumstances.

## **12. Termination**

12.1. Either Party may immediately end this Agreement if:

12.1.1. the other Party commits any material breach of any term of this Agreement, and which, in the case of a breach capable of remedy, has not been remedied within 30 days of receipt of a written request to do so: or

12.1.2. advice provided by the Foreign Office prevents travel to any of the countries where the provision of the Services were due to be conducted.

12.2. AQA reserves the right to terminate this Agreement with immediate effect and without any liability to the Contractor if:

12.2.1. the Contractor has breached any obligations of confidentiality;

12.2.2. the Contractor's performance of the Services, of which AQA will be the sole arbiter, is considered unsatisfactory;

12.2.3. the Contractor has acted in any way which has brought or could bring AQA into disrepute;

12.2.4. the Contractor is in breach of any of their obligations under this Agreement;

12.2.5. the Contractor discloses a prior criminal offence or is convicted of a criminal offence or is the subject of any investigation which may affect their position as a Contractor.

12.3. AQA may terminate this Agreement with immediate effect and without liability if a legal or regulatory authority directs, instructs or gives guidance that AQA should terminate all or part of this Agreement and/or continuation of this Agreement would cause AQA to be in breach of any laws or regulatory requirements or guidance to which it is subject.

12.4. The expiration or termination of this Agreement, howsoever arising, shall:

12.4.1. be without prejudice to any claims that either Party may have for damages arising from any antecedent breach by the other Party; and

12.4.2. not operate to affect such provisions of this Agreement which are expressed to operate or have effect thereafter.

12.5. This Agreement shall automatically terminate at the end of the term of the Agreement as detailed in Section 1.

### **13. Termination without Default**

13.1. The Contractor may terminate this Agreement at any time by giving a minimum of thirty (30) working days' notice to AQA.

13.2. AQA may terminate this Agreement at any time by giving a minimum of thirty (30) days' notice to the Contractor.

### **14. Actions on Termination**

14.1. Whether termination has occurred in accordance with clause 12 or 13, upon request by AQA, the Contractor shall:

14.1.1. fully cooperate with and assist AQA in order to ensure that such termination and its consequences cause the minimum disruption to AQA business and affairs and the performance of its responsibilities;

14.1.2. take all reasonable steps to mitigate any costs which AQA may incur as a result of termination of this Agreement;

14.1.3. return all AQA property in their possession, including any ID badges that have been used when representing AQA in a School setting;

14.1.4. return all AQA information in their possession together with all copies.

14.1.5. destroy all information in their possession, custody or control not required to be returned to AQA, by shredding or incinerating the same and/or irretrievably deleting the same if stored on electronic or magnetic media, and confirm that this has been done;

14.1.6. co-operate with any steps that AQA need to take to recover Confidential Information, scripts and/or drafts of question papers to enable them to be processed by the relevant deadlines.

14.2. Where this Agreement has been terminated according to clause 13, the Contractor shall:

14.2.1. take the necessary steps to ensure the conclusion of this Agreement proceeds in a cost-effective, timely and orderly manner;

14.2.2. if necessary, provide to AQA not more than 60 days after AQA notifies the Contractor of the termination of this Agreement a statement in writing, requesting:

14.2.2.1. any fees or expenses, if any, due before the date of termination;

14.2.2.2. any expenses incurred after the date of termination which in the proper performance of this Agreement the Contractor cannot reasonably be expected to avoid or recover.

14.3. Subject to AQA approval, AQA shall pay such fees and expenses to the Contractor within 30 days.

### **15. Insurance**

15.1. Prior to undertaking any work under this Agreement, whether inside or outside the United Kingdom, the Contractor shall ensure that relevant insurance policies are taken out with reputable



insurers and that the level of cover and other terms of insurance are appropriate, including but not limited to business travel insurance.

15.2. The Contractor shall comply with all terms and conditions of the insurance policies at all times.

15.3. AQA shall not be liable for any matters relating to the Contractor which the Contractor could have covered by insurance.

## **16. Variations**

This Agreement may not be altered or modified, except by written agreement of both Parties. No addition to or modification of any provision of this Agreement shall be binding upon the Parties unless made in writing and signed by each of the Parties.

## **17. Retention of Rights**

Clauses 4 Confidentiality, 5 Intellectual Property, 7 Conflict of Interest, 10 Indemnity, 20 Governing Law and 24 Data Protection shall continue in force following the termination of this Agreement.

## **18. Waiver**

The failure of either Party to exercise or enforce any right or remedy available to that Party shall not be construed as a waiver of that Party's right or remedy under this Agreement.

## **19. Notices**

All notices which are required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by first class post or by email to the Party concerned at its last known address. Notices delivered personally or by email shall be deemed to have been served when delivered, and notices sent by first class post shall be deemed to have been served on the business day following the date of dispatch.

## **20. Governing Law**

This Agreement shall be governed by and construed in accordance with English law and the Parties submit to the exclusive jurisdiction of the English court.

## **21. Legal Status**

21.1. Nothing in this Agreement shall be deemed to constitute a partnership or any employment relationship between the Parties, nor shall anything in this Agreement be deemed to constitute one Party the agent of the other for any purpose.

21.2. This is not an employment contract and does not confer any employment rights on the Contractor (other than those to which Contractors are entitled).

21.3. Each offer of work by AQA which the Contractor accepts shall be treated as an entirely separate and severable engagement. There shall be no relationship between the parties after the end of this Agreement and before the start of any subsequent offer of work.

21.4. The fact that AQA has offered work to the Contractor, or offers work more than once, shall not confer any legal rights on the Contractor and, in particular, should not be regarded as establishing an entitlement to regular work or conferring continuity of employment.

## **22. Severability**

If any provision of this Agreement may prove to be invalid or unenforceable in any way, the other provisions of this Agreement and the remainder of the provision in question shall remain in full force and effect.

### **23. Third Party Rights**

This Agreement does not create or confer any rights or benefits enforceable by any person not a party to it (within the meaning of the Contracts (Rights of Third Parties) Act 1999).

### **24. Data Protection – Contractor Data**

24.1. AQA is required to process personal data of Contractors in accordance with Data Protection Legislation. In particular, AQA is required to notify Contractors about how AQA uses their personal data. AQA will collect and use personal data about Contractors as is necessary for the purposes of this contract and for the fulfilment of AQA's obligations as an examination and awarding body. Full details about what personal data AQA will hold about Contractors and what AQA will do with such personal data and how the Contractor can access the data AQA holds can be found in AQA's privacy notice from time to time in force which is available at <http://www.aqa.org.uk/about-us/privacy-notice>.

24.2. AQA and the Contractor confirm that they will only use any information provided in accordance with AQA's privacy notice and they will only keep the information as long as is necessary.

24.3. If the Contractor has any queries about AQA's use of his or her personal data or how to exercise any individual rights in relation to personal data they should address their enquiry to the Data Protection Officer, AQA Education, Devas Street, Manchester, M15 6EX.

### **25. Data Protection – Third Party Data**

The processing of any personal data, third party data and all other confidential information on behalf of AQA must not be undertaken by the Contractor outside the European Economic Area without prior written consent from AQA and must at all times comply with AQA's Information Security Policy and Data Protection Legislation.

### **26. International Work**

26.1. The Contractor will travel to such locations as required and will maintain, at their own cost, a valid passport (and any other relevant documentation including visas) to allow travel outside the UK where required.

26.2. The Contractor will obtain at their own cost the recommended travel vaccinations as applicable for the destination country, when providing services outside the UK. Further details are available from: <http://www.nhs.uk/Conditions/Travel-immunisation/Pages/Introduction.aspx>.

26.3. The Contractor agrees to comply with local laws and customs of the country where Services are being conducted. The Contractor accepts and agrees that AQA has no liability for any loss, damage or expense arising from the Contractor's failure to comply with this requirement and the Contractor will indemnify and keep indemnified AQA (including AQA officers, directors, employees and agents) against all liabilities, losses, costs, damages or expense which AQA may suffer or incur as a result of the Contractor's non-compliance.