

## **TERMS AND CONDITIONS FOR ASSESSMENT TASKS**

### **1. BACKGROUND**

- 1.1 This document sets out the terms and conditions for the provision of assessment tasks by assessors<sup>1</sup> to OCR.
- 1.2 The assessor may carry out more than one task under these terms and conditions.
- 1.3 No binding agreement will be formed until the assessor has accepted the invitation documentation either electronically or in writing.

### **2. PROVISION OF ASSESSMENT TASKS**

- 2.1. The assessor will carry out the assessment tasks:
  - 2.1.1 in accordance with the invitation documentation;
  - 2.1.2 using reasonable skill and care commensurate with the requirements of the task and acting in the best interests of OCR at all times;
  - 2.1.3 as detailed in any and all relevant instructions from OCR, including but not limited to the advice and guidance for assessors in relation to child protection; and,
  - 2.1.4 as detailed in any relevant codes of practice.
- 2.2. The assessor will be solely responsible for the expense and provision of any equipment necessary to carry out the assessment tasks including, but not limited to, computer hardware and software including virus protection and printer, together with any upgrades to computer hardware or software which may be necessary in order for the assessor to perform the assessment tasks.
- 2.3. The assessor is responsible to the Accountable Officer, who may delegate some responsibility to the Chair of Examiners for the conduct and quality of the assessment tasks.
- 2.4. The assessor is responsible to the OCR Awarding Body Officer for the provision of administrative duties.
- 2.5. The assessor shall undertake such training activities as required by OCR.

### **3. DURATION**

- 3.1. Subject to clause 4 below, this agreement will terminate automatically and without notice when the assessor has completed the assessment task(s).

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<sup>1</sup> The term assessor refers to the person providing the assessment service

- 3.2. For the avoidance of doubt OCR is under no obligation to offer further invitations to the assessor to undertake assessment tasks once the task is completed or beyond the period set out in the invitation documentation and the assessor is under no obligation to offer any further assessment services to OCR.

#### **4. TERMINATION**

- 4.1. This agreement may be terminated at any time by either party by giving not less than one month's notice to the other.
- 4.2. OCR will require the assessor to cease undertaking assessment tasks at any time without notice if in the sole opinion of OCR the assessor('s):
  - 4.2.1. is in breach of clause 5 below; and/or
  - 4.2.2. conduct, standard of assessment tasks or administrative duties or any other aspect of the assessor's performance under this agreement or any other agreement with OCR is not in OCR's reasonable opinion satisfactory or professional; and/or
  - 4.2.3. has failed or refused to comply with the requirements of the current, relevant Codes of Practice; and/or
  - 4.2.4. has failed or refused to comply with the requirements of OCR's current assessor instructions and procedures or any other instructions from OCR; and/or
  - 4.2.5. has failed or refused to carry out the assessment tasks as reasonably required of the assessor; and/or
  - 4.2.6. conduct or actions are likely to impact upon the reputation of OCR; and/or
  - 4.2.7. is deemed inappropriate; and/or
  - 4.2.8. is unable to carry out the assessor's obligations under this agreement due to mental or physical incapacity; and/or
  - 4.2.9. in any way brings into disrepute the name, reputation and interests of OCR, its employees, directors, officers, other people associated with OCR, or its products or services.
- OR
- 4.2.10. there is insufficient volume of tasks and the assessment services are no longer needed.
- 4.3. This agreement may be terminated without notice by OCR if the assessor is barred by The Independent Safeguarding Authority (ISA), is in custody or is under investigation by the police, an employer, any regulatory authority, a malpractice committee, or any other agency.

#### **5. CONFIDENTIALITY AND DISCLOSURE**

The task(s) that the assessor undertakes are strictly confidential and the restrictions contained in clause 5 will apply from the date the assessor agrees to undertake the task(s)

and at any time thereafter and at any time after the termination of the agreement howsoever terminated.

- 5.1. The assessor will not, either from the date the assessor agrees to undertake the task and any time thereafter or following its termination, howsoever terminated, divulge or communicate or permit to be disclosed or communicated to any unauthorised person, company, business entity, the media or other organisation, any confidential information connected with or acquired in the course of undertaking the tasks, unless the assessor is specifically released from this restriction by the Head of Assessor Management. This restriction shall cease to apply when the information has been properly made available to the public by OCR and is in the public domain.
- 5.2. To divulge, disclose or communicate or permit to be disclosed or communicated any confidential information will be treated as a very serious matter and could result in the immediate termination of the agreement or further litigation as appropriate. This restriction shall cease to apply when the information has been properly made available to the public by OCR and is in the public domain.
- 5.3. Confidential information includes, but is not limited to:
  - 5.3.1 the nature or any aspect of the assessment tasks undertaken by the assessor;
  - 5.3.2 the nature or any aspect of the work undertaken by OCR;
  - 5.3.3 any other of OCR's affairs, whether financial or otherwise;
  - 5.3.4 the content of any task undertaken or created by the assessor or created or produced by OCR;
  - 5.3.5 usernames and/or passwords issued by OCR or its agents or sub-contractors; and,
  - 5.3.6 assessment materials.
- 5.4. The assessor shall not, without the prior written permission of the Head of Assessor Management of OCR, use his/her name in association with that of OCR whilst carrying out the assessment services. The assessor will not use the OCR name for the assessor's own commercial or non commercial purposes or whilst carrying out services under any other agreement with OCR, or allow it to be so used, whether expressly or by implication. For the avoidance of doubt this restriction shall apply during the agreement and at any time after the termination of the agreement howsoever the termination comes about.
- 5.5. To ensure the integrity of OCR's assessments the assessor is required to make written declarations if the assessor has any interest in or with any person taking or involved in any way with an OCR assessment to the Head of Assessor Management at any time during the period of this agreement and for two years following expiry of this agreement. The assessor has an interest in a person if that person is a close relative, or is a person where the assessor's interest (whether professional or not) could compromise the integrity of OCR's assessments, or the assessor's integrity, if the relationship were not disclosed.
- 5.6. The assessor is required to notify OCR of any potential conflicts of interest or any previous or existing relationship with any OCR centre in which the assessor as an individual has been required to provide any services in any capacity.

- 5.7. The assessor is required to disclose in writing whether the assessor is preparing candidates for the specification for which the assessor is providing assessment tasks to the Head of Assessor Management at any time during the period of this agreement that this becomes relevant.
- 5.8. OCR retains the right to determine whether a conflict of interest exists and any such judgement shall be final.
- 5.9. The assessor will disclose in writing to the Head of Assessor Management at any time during the period of this agreement if the assessor is or ever has been under investigation by the police, an employer, any regulatory authority, a malpractice committee, or any other agency.
- 5.10. The assessor will disclose in writing to the Head of Assessor Management at any time during the period of this agreement if the assessor is barred by The Independent Safeguarding Authority (ISA), is in custody or is under investigation by the police, an employer, any regulatory authority, a malpractice committee, or any other agency.
- 5.11. The assessor will ensure the security of any and all Confidential Information both electronic and paper in the assessor's possession.
- 5.12. The assessor will only carry out the assessment tasks at secure premises in accordance with the OCR instructions.
- 5.13. The assessor will return to OCR, or destroy any documents or other articles containing Confidential Information when requested to do so by OCR.
- 5.14. The assessor will ensure that any computer or other electronic equipment used to carry out the assessment tasks will, at all times, be kept in a safe and secure environment and all Confidential Information stored therein is password protected.
- 5.15. The name, address and other contact details of the assessor will be held by OCR for legitimate business purposes in accordance with the Data Protection Act and will be circulated to OCR staff, relevant assessors and OCR's suppliers of business services as appropriate.
- 5.16. Personal details of the assessor may be used to undertake any checks necessary to ensure the assessor's suitability to assess vulnerable groups.

## **6. INTELLECTUAL PROPERTY RIGHTS**

- 6.1. Both the assessors and OCR acknowledges that OCR is beneficially entitled to all inventions, designs, information, modifications and improvements of any kind, know-how, copyright work, rights in databases, domain name, trade marks including but not limited to all records, reports, documents, papers, assessment materials and any and all other intellectual property rights in all works in each case made, developed or created by the assessor in connection with the assessment tasks whether alone or with any other person.
- 6.2. The assessor hereby irrevocably and unconditionally waives all rights under Chapter IV of the Copyright, Designs and Patents Act 1988 in connection with the assessor's authorship of any such existing or future copyright work referred to in Clause 6.1 in whatever part of the world; such rights may be enforceable.

6.3. The assessor will, at OCR's request, sign such documents and do all such acts as OCR may require to fully and effectively vest in OCR, free from encumbrances, all rights, titles and interest in the matters referred to in clause 6.1 above so that OCR may obtain patents, registered designs or other protection in its own name in the United Kingdom or any other countries required by OCR.

## **7. FEES AND EXPENSES**

- 7.1. The fees will be as detailed in the invitation documentation and will be stated gross of income tax at the basic rate.
- 7.2. OCR reserves the right to reduce or not to pay the fees if the tasks undertaken are below the standard expected in terms of quality or quantity or the timing of delivery or the task is outside the remit of the assessment tasks set out in the invitation documentation.
- 7.3. Fees and expenses will only be paid by direct transfer to one personal bank account solely or jointly held by the assessor.

## **8. TAX LIABILITIES**

- 8.1. Subject to 8.2, the assessor will be responsible for all income tax and any National Insurance, penalties and interest or similar contributions in respect of fees paid except where OCR, on the assessor's behalf and in accordance with Inland Revenue policy, make such deduction of basic rate income tax as is appropriate and account to the Inland Revenue accordingly.
- 8.2. In accordance with HM Revenue and Customs Policy, income tax at the basic rate will be deducted automatically from fees paid, unless OCR has received the appropriate P524 form from the assessor.
- 8.3. The assessor shall be responsible for any higher rate income tax.
- 8.4. The assessor hereby agrees to indemnify OCR in respect of any claims that may be made by the relevant authorities against OCR in respect of income tax and national insurance.

## **9. ASSIGNMENT**

- 9.1. The assessor shall not assign, transfer, sub-contract or in any other manner make over to any third party the benefit or burden any of the tasks identified in the invitation documentation under these terms and conditions.

## **10. GENERAL CLAUSES**

- 10.1. These terms and conditions together with the invitation documentation form the entire agreement between the parties relating to the assessment tasks provided by the assessor and supersede any and all previous arrangements between the parties with respect thereto, and may not be modified except by an instrument in writing signed by the assessor and a duly authorised representative of OCR.

- 10.2. OCR in offering and the assessor in accepting these terms and conditions do so on the basis of, and do not rely on, any representation of warranty or other provision except as expressly provided in these terms and conditions; however, nothing in these terms and conditions purports to exclude liability for any fraudulent statement or act.
- 10.3. No individual that has not agreed and accepted these terms and conditions specifically related to the invitation documentation shall have any right under the Agreements (Rights of Third Parties) Act 1999 to enforce any terms of these terms and conditions.
- 10.4. The parties shall comply with the Data Protection Act 1998 in their processing of personal data insofar as such processing is necessary pursuant to these terms and conditions.
- 10.5. Any notice required to be given under these terms and conditions by either party to the other shall be in writing and shall be served by sending the same to the last known address of the other party.
- 10.6. Nothing in these terms and conditions renders you an employee, director or officer of OCR and you will not hold yourself out as such. You will not, by virtue of these terms and conditions or otherwise, on behalf of OCR commit the funds of OCR, or sign any document or enter into any agreement, or make any promise.
- 10.7. The invalidity, illegality or unenforceability of any of these terms and conditions shall not affect the validity, legality and enforceability of the remaining terms and conditions.
- 10.8. These terms and conditions shall be governed by English Law, and all disputes shall be subject to the exclusive jurisdiction of the English courts.
- 10.9. In the event of any conflict between the provision of these terms and conditions and the provisions of the invitation documentation, the provisions of the invitation documentation shall prevail.