



EQA Terms and Conditions

Revised September 2017

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TERMS AND CONDITIONS

1. Contract Documents

1.1 This document, together with the accompanying documents contains the terms upon which you will be required to provide services to Future (Awards and Qualifications) Ltd as an Associate. Details of the services you are required to perform are set out in the accompanying documents*.

1.2 This contract (comprising these terms and the accompanying documents relates solely to the provision of the services described in the accompanying documents. You may from time to time be offered more than one contract at any one time. Each contract is deemed to be independent. Future (Awards and Qualifications) Ltd is under no obligation to offer you any further work. You are under no obligation to accept any further offer of work that might be made to you.

2. Relationship

2.1 This is a contract for services. Nothing in this contract renders you an employee, director or officer of Future (Awards and Qualifications) Ltd and you will not hold yourself out as such. It does not create a relationship of principal and agent. You will not by virtue of this contract or otherwise, on behalf of Future (Awards and Qualifications) Ltd commit the funds of Future (Awards and Qualifications) Ltd or sign any document or enter into any contract or make any promise on its behalf except with Future (Awards and Qualifications) Ltd.'s prior written consent.

2.2 As a contractor you need to provide your own equipment for the purpose of performing your duties. This includes but is not limited to your own personal computer and consumable items. Should your role require the use of a computer with a minimum system specification this will be outlined in the accompanying documents. It is your responsibility to ensure compatibility of systems prior to commencement of the contract and at your own expense (see also section 9.1 regarding expenses).

3. Period

3.1 This contract is for the period stated in the Associate Services Contract Agreement or, if no such period is stated, for the performance of the services specified in the documents offering you this assignment. Future (Awards and Qualifications) Ltd is under no obligation to extend or renew this contract beyond the end of the period stated or the completion of the services specified and no such extension or renewal is implied.

3.2 The issuing of this contract is made in good faith and is based on an anticipated number of candidate entries. In the event that candidate entries are lower than anticipated it may be necessary for Future (Awards and Qualifications) Ltd to withdraw the contract at any time. No liability will attach to Future (Awards and Qualifications) Ltd for any direct or indirect loss, damage or costs claimed by you in connection with this action.

3.3 If the contract has not been terminated sooner the contract will terminate automatically at the end of the contract period or on the completion of the required services as the case may be.

3.4 You are required to provide the services described in the accompanying documents. You are not required to work a minimum number of hours (either in total or per day), but you will devote such hours as are necessary to ensure that deadlines are met and work completed within the specified timescales. Subject to any express obligations imposed by the terms of this contract (by way of non-exhaustive example, clauses 5 and 11 below), it is for you to decide when where and how to carry out the work which it is necessary to do in order to deliver the services which you have contracted to provide in accordance with the timetable and to a satisfactory standard.

*Documents comprise the following: EQA Terms & Conditions September 2017; EQA Contract agreement September 2017; EQA job description and person spec 2017; External Quality Assurer Handbook V2; Supplier form master for EQA; Conflicts of Interest declaration October 2016.

3.5 If you are prevented from performing your services through illness or injury, or any other substantial reason, Future (Awards and Qualifications) Ltd must be informed immediately. Since your fee relates to the provision of the services which you have agreed to provide, you are not entitled to be paid if you do not provide the services as required on the grounds that you are unable to perform those services. If you are prevented from performing the services in full but are able to provide part of the services, you may be entitled to part of your fee in accordance with clause 7 below.

4. Conflict of Interest

4.1 FutureQuals Conflicts of Interest Policy applies to all contractors including associates engaged by it. You are required to inform Future (Awards and Qualifications) Ltd if:

- You are closely related to, or are teaching/training any student who is preparing for an examination, test, or other form of assessment for an Future (Awards and Qualifications) Ltd award; or
- You receive scripts or other forms of work submitted for assessment from candidates who are known at the centre at which you teach/train; or
- You are related to any person who is a director, employee or contractor of Future (Awards and Qualifications) Ltd; or
- Your work for Future (Awards and Qualifications) Ltd would be affected by a personal interest or personal association in any other way

4.2 Subject to the terms of this contract, you are free to perform services for any other person, firm, company or organisation, provided that the performance of such services does not or is not likely to result in a conflict of interest between the performance of your services as an Associate for Future (Awards and Qualifications) Ltd, and your services for the other party or parties. You must notify Future (Awards and Qualifications) Ltd immediately if you become aware of any potential conflict of interest under this clause. You are under no obligation to accept any further contract offered to you by Future (Awards and Qualifications) Ltd.

5. Obligations

5.1 You must provide the services specified in the accompanying documents or form in accordance with the timetables and exercise all professional skill, care and diligence as may reasonably be expected of an Associate properly experienced and competent in the provision of services similar to the services provided by you.

5.2 You will not by your acts or omissions prejudice the interests of Future (Awards and Qualifications) Ltd or bring the name or reputation of Future (Awards and Qualifications) Ltd into disrepute.

5.3 Future (Awards and Qualifications) Ltd is not liable for any acts or omissions by you. Future (Awards and Qualifications) Ltd will, although under no obligation to do so, make such efforts as it thinks fit to support you in any dispute arising out of your services as an Associate provided you have properly used your professional expertise and can support what you have done or said with appropriate evidence.

5.4 If you wish to give public expression to any aspects of Future (Awards and Qualifications) Ltd qualifications, for example, by seeking publication for text books, by giving lectures and talks to outside bodies or by the provision of training packages then you must make it clear you are acting in a purely individual capacity and not as an Associate. If you wish to give public expression of your views relating to any aspect of Future (Awards and Qualifications) Ltd qualifications prior permission of Future (Awards and Qualifications) Ltd must be obtained. You are reminded of your obligations regarding Confidential Information under section 11.1.4 (See also clause 11.2 regarding the media).

5.5 You will comply with all policies and procedures of Future (Awards and Qualifications) Ltd that have been brought to your attention including, but not limited to, Future (Award and Qualifications) Ltd.'s anti-bribery and corruption policy and you recognise that any breach of such policy would be a material breach of this contract

5.6 You must not provide advice to a centre or to any third party on behalf of Future (Awards and Qualifications) Ltd where we have not provided you with prior written permission to do so. In the event that you do provide any advice to a centre and/or a third party, you do so on your own behalf and accordingly, will be solely responsible for the accuracy of such advice and any liabilities arising from it.

5.7 You will indemnify Future (Awards and Qualifications) Ltd against all costs claims damages and/or expenses incurred by it as a result of your negligence or any breach by you of any provision of this contract.

6. Requirements to Travel

6.1 You may be required to travel to the headquarters' offices of Future (Awards and Qualifications) Ltd or any such other place in the United Kingdom (including Northern Ireland) and the Isle of Man and the Channel Islands as may be reasonably necessary to fulfil this contract. Save for those occasions when you may be required to attend meetings as required by Future (Awards and Qualifications) Ltd you are free to work wherever you choose.

7. Fees

7.1 Fees for the services under this contract are shown in the relevant accompanying documentation. Payment will be made direct to your bank account.

7.2 Future (Awards and Qualifications) Ltd reserves the right to reduce or not to pay the relevant fees if your work is below the standard expected in terms of quality, quantity, timing of delivery and/or it has been necessary for you to repeat any work due to the standard of the initial work performed by you.

8. Income Tax

8.1 You will be personally liable for your own tax deductions and national insurance contributions. Future (Awards and Qualifications) Ltd will disclose any payments made to you to the appropriate authorities.

8.2 You are self-employed, and therefore not governed by, or entitled to, any standard conditions of employment.

9. Expenses

9.1 Expenses for the services under this contract are shown in the relevant accompanying documentation. You will be reimbursed for reasonable travelling expenses necessarily incurred in the performance of your services as an Associate. Payment will be made direct to your bank account.

9.2 Future (Awards and Qualifications) Ltd reserves the right to place limits on the reimbursement of expenses of a particular type and to refuse reimbursement where it considers expenses claimed to be unreasonable.

10 Insurance

10.1 You must ensure that your motor insurance policy covers you for business use and that you secure and maintain public liability insurance with a minimum cover of £2,000,000 from next renewal.

11. Confidentiality

11.1 In the course of providing your services as an Associate you are likely to obtain Confidential Information. "Confidential Information" means any information belonging to Future (Awards and Qualifications) Ltd and/or relating to Future (Awards and Qualifications) Ltd.'s business other than any information which is public knowledge, and includes but is not limited to trade and commercial secrets, exam scripts, exam papers, assessment processes, use of IT and information in respect of which Future (Awards and Qualifications) Ltd owes an obligation of confidence to any third party. It also includes any information which an employee, director or officer of Future (Awards and Qualifications) Ltd has notified to you as being confidential.

In respect of this Confidential Information you agree:

11.1.1. To keep all Confidential Information secret and confidential at all times and to maintain any documents, records, computer files and any other means of recording information which contains Confidential Information in a secure place at all times;

11.1.2. To hold as strictly confidential the proceedings of all meetings related to examinations, tests and other forms of assessment, and also at all times regard the proceedings at all meetings of examiners as strictly confidential;

11.1.3. Not without Future (Awards and Qualifications) Ltd.'s written consent to disclose in any way or facilitate the disclosure of Confidential Information in whole or in part to any third party;

11.1.4. To use Confidential Information solely for the purposes of providing your services as an Associate and not for your own benefit or for that of any third party, either directly or indirectly;

11.1.5. Other than for the purposes of providing your services as an Associate, not to make or have made any copies or duplicates of Confidential Information in any form, or record or store or transmit any Confidential Information in any manner;

11.1.6. To delete or destroy any Confidential Information supplied to you by Future (Awards and Qualifications) Ltd in the form of computer files, records or documents for the purposes of providing your services as an Associate, immediately on conclusion of that service. To return to Future (Awards and Qualifications) Ltd or destroy any documents or other articles containing Confidential Information when instructed to do so by Future (Awards and Qualifications) Ltd and on the termination for whatever reason of this contract; and

11.1.7. To confirm in writing, if Future (Awards and Qualifications) Ltd so requests, that the obligation in 11.1(6) has been carried out.

11.2 You must not disclose any information to the media or any other forum in the public domain, including posting on online forums and social networking sites, about any aspect of your work with Future (Awards and Qualifications) Ltd without the express permission of Future (Awards and Qualifications) Ltd .

11.3 The obligations set out in clause 11.1 and 11.2 above apply both during the currency of this contract and after the contract has been terminated for any reason.

11.4 Future (Awards and Qualifications) Ltd is and remains at all times the owner of all documents and other media containing any information supplied by or on behalf of Future (Awards and Qualifications) Ltd whether produced by you, by Future (Awards and Qualifications) Ltd or by any other person.

11.5 As an Associate you must not mark scripts or complete other assessment documentation in public places or on public transport; in this respect a school or college is regarded as a public place.

11.6 Future (Awards and Qualifications) Ltd.'s Public Interest Disclosure Policy applies to all contractors (including Associates) engaged by it.

You are required to abide by its provisions. If you have concerns about any aspect of Future (Awards and Qualifications) Ltd.'s working practices or behaviour which you discover in the course of your services, you should raise the matter through the Public Interest Disclosure Policy. Clause 11.2 (above) also applies in these circumstances. A copy of this policy may be obtained from Future (Awards and Qualifications) Ltd.

12. Intellectual Property Rights

12.1 All intellectual property rights (including but not limited to all copyright, design rights, trade marks, patents, rights in data and all other equivalent or similar rights whether or not registered or capable of registration, including the right to apply for any of the foregoing) in all work created by you or on your behalf in the course of performing any services for Future (Awards and Qualifications) Ltd or in any way related to the services provided to Future (Awards and Qualifications) Ltd ("Service IPR") shall belong solely to Future (Awards and Qualifications) Ltd.

12.2 All rights, title and interest in any Service IPR are hereby assigned by you to Future (Awards and Qualifications) Ltd by present assignment of future rights.

12.3 You hereby irrevocably and unconditionally waive in favour of Future (Awards and Qualifications) Ltd any and all moral rights attached to any Service IPR.

12.4 You will, at Future (Awards and Qualifications) Ltd.'s request, sign such documents and do all such acts as Future (Awards and Qualifications) Ltd may require to fully and effectively vest in Future (Awards and Qualifications) Ltd, free from encumbrances, all rights, title and interest in the Service IPR, so that Future (Awards and Qualifications) Ltd may obtain patents, registered designs or other protection in its own name in the United Kingdom and/or other countries.

13. Data Protection

13.1 "Data" and "processing" are as defined by the Data Protection Act 1998.

13.2 You will carry out any processing of Data in accordance with the UK's data protection laws and only to provide the services under this contract. You will not divulge the whole or any part of any Data to any person, except to the extent necessary, for the proper performance by you of this contract.

13.3 You will maintain throughout the term of this agreement, appropriate measures and security to prevent accidental or unauthorised destruction, loss, alteration, access to or disclosure of Data.

13.4 Your personal data will be processed for the purposes of the services that you will render to Future (Awards and Qualifications) Ltd in accordance with this contract.

This information is considered sensitive personal data by the Data Protection Act 1998 and will only be processed for the purpose of monitoring equality of opportunities within Future (Awards and Qualifications) Ltd. By accepting this contract you consent to the processing of your sensitive data for the purpose described above. Finally, Future (Awards and Qualifications) Ltd would like to inform you that, from time to time, Future (Awards and Qualifications) Ltd may wish to send you information about our own products and services, new vacancies that you might be interested in applying for and news from around Future (Awards and Qualifications) Ltd. By entering into this contact you have given consent to the sending of such information but you will be given the option to unsubscribe from these communications individually upon receipt.

14. Termination

14.1 Notwithstanding the provisions of clause 3.3, this contract may be terminated or suspended for any period by Future (Awards and Qualifications) Ltd at any time during the contract period without notice and without further obligation of payment, except for payments accrued at the date of termination

14.2 You shall cease to provide your services under this agreement for any period for which Future (Awards and Qualifications) Ltd informs you it is investigating any allegations concerning your actions which could lead to the termination of this agreement under this clause 14. Future (Awards and Qualifications) Ltd is not obliged to make any payment for any period of suspension.

15. Force Majeure

15.1 Neither party shall be liable to the other for any delay in or non-performance of its obligations under this Agreement arising from any cause beyond its control including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion, widespread outbreak of disease or declared epidemic or pandemic, civil commotion, chemical, biological or nuclear contamination or terrorist act.

16. Assignment and Sub-Contracting

16.1 Future (Awards and Qualifications) Ltd may assign, transfer, sub-contract or otherwise dispose of any of its rights or obligations under this Agreement whether in part or in whole to any other member of the same group of companies without your prior written consent. For the avoidance of doubt, Future (Awards and Qualifications) Ltd shall not assign, transfer, sub-contract or otherwise dispose of any of its rights or obligations under this Agreement whether in part or in whole to any other party who is not a member of the Future (Awards and Qualifications) Ltd without your prior written consent.

17. Notice

17.1 Any notice to be given under this contract will be given in writing and sent by hand, by post or by any electronic means available to both parties. Such notice may be sent to the registered office of Future (Awards and Qualifications) Ltd or to your last notified address as appropriate. Any notice sent by post will be deemed to have been served 48 hours after being posted.

18. Safeguarding

18.1 Future (Awards and Qualifications) is committed to the safeguarding children and vulnerable adults.

18.2 An outcome of the commitment is that representatives of Future (Awards and Qualifications) Ltd should never be on their own in a one to one situation with a child or vulnerable adult. This includes, but is not limited to, oral examinations as well as students incidentally entering a room or area that has been allocated to an Associate in order to carry out a task. Centres are expected to provide a responsible adult to accompany the Associate in these circumstances, or if appropriate, the students are to be barred from entering the allocated area for the period when it is occupied by the Associate. Accordingly;

18.3 You agree to abide by these standards where necessary by refusing to carry out assessment services where these centre criteria are not met - therefore removing yourself from any situation which may bring about allegations of unsupervised misconduct.

19. Amendments to this contract

19.1 Future (Awards and Qualifications) Ltd reserves the right to vary the terms and conditions and duties and responsibilities of this contract at any point during the contract period. Notice of any such variation will be communicated by email or post and will be binding once received by you.

FutureQualsTM

INSPIRING LEARNING AND SKILLS

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