Terms and Conditions: Chairperson of Examination Panel

1. Definitions and interpretations

These terms and conditions are agreed upon by the service provider and the University of Malta for the provision of services by the service provider to MATSEC as part of the University of Malta.

1.01. The **service provider** means the individual who is engaged for the provision of services to MATSEC as stated in these terms and conditions.

1.02. **MATSEC** refers to the Matriculation and Secondary Education Certificate Examinations Board within the University of Malta of Msida MSD 2080 duly represented by the Rector, Prof Alfred J Vella.

1.03. **Services** means the tasks, duties and deliverables set out in this document.

1.04. In the acceptance of these **terms and conditions**, the service provider is entering into this **agreement** as a self-employed independent service provider and shall not be entitled to any benefits offered to employees of the University of Malta. The service provider is not an employee, agent, officer, or director of MATSEC or the University of Malta. Nothing in this agreement creates any such relationship. The service provider has no authority to represent MATSEC or the University of Malta and must not claim to represent MATSEC or the University of Malta or enter into any commitments on behalf of MATSEC or the University of Malta. MATSEC is not the employer of the service provider and nothing in this document aims to create such a relationship.

1.05. A **third party** is an individual who is not part of these terms and conditions.

1.06. For the avoidance of doubt, all information disclosed between MATSEC and the service provider for the services shall be deemed to be confidential information whether MATSEC has marked the information as confidential or not. Confidential information includes, but is not limited to, the following:

i) Examination scripts of candidates;

ii) Examination paper and marking scheme;

iii) Information distributed among examiners through meetings and/or seminars in relation to the services;

iv) Knowledge and information related to the business and affairs of MATSEC;

v) Composition of examination panels and/or identity of service providers offering their services to MATSEC;

vi) Information on Grade Boundaries. The Chairperson of the marking panel is to ensure that this information is not communicated to other members of the marking panel.

2. Obligations of the Service Provider

2.01. The service provider agrees to make themselves available to carry out the services at the required period and by the stated deadlines.

2.02. The service provider agrees that, for the duration of the services, they shall be residing in Malta and able to undertake the services from a location in the Maltese Islands.

2.03. The service provider may not engage a third party to fulfil the services.

2.04. The service provider may provide their services to third parties during the currency of these terms and conditions as long as these do not lead to any conflict of interest with MATSEC's business or any of the obligations stated in these terms and conditions. The service provider is to inform MATSEC of their current or planned commercial or non-commercial activity and/or other interests which may be of relevance to, or bear upon the, work, operations, reputation and business of MATSEC. MATSEC will reply in writing whether the indicated activity or interests constitute a conflict of interest. This determination shall be final and binding to both parties.

2.05. The service provider acknowledges the importance of completing the services to quality standards as set by MATSEC through this document, official documentation, and key meetings. MATSEC official documentation includes the guidebooks made available in the Examiners section of the MATSEC website, namely:

i) Syllabus Panel: Guidelines

ii) Marking: Issues and Procedures

iii) Paper Setting: Procedures and Good Practices

iv) Glossary of Terms

2.06. The service provider confirms that they have sufficient time to complete the services. Where employer's consent or leave from employment is required, the service provider confirms that these and other necessary arrangements have been made.

2.07. The service provider warrants that they have the necessary subject expertise and knowledge necessary to fulfil the services.

2.08. The service provider warrants that they have the necessary IT skills and equipment necessary to fulfil the services. As a minimum, such equipment includes a personal computer or laptop with a Microsoft supported operating system and an internet connection. The service provider agrees that work undertaken in an electronic format shall not be performed in a public place and/or connected to a public network.

2.09. The service provider agrees to contact MATSEC at their earliest in the occurrence of any event which might have a negative effect on MATSEC and/or the trustworthiness of the examination process. In such circumstances, the service provider agrees to comply with MATSEC's instructions to mitigate these effects.

2.10. The service provider agrees to respect the deadline set by MATSEC or as communicated to them by the Chairperson of the respective panel for the services and to deliver all deliverables by this deadline. Where the services have been delayed, the service provider is to notify MATSEC promptly in writing, specifying the reason for this delay and stating the anticipated delay. MATSEC reserves the right to terminate this agreement under these circumstances.

2.11. The service provider warrants that they have disclosed to MATSEC any information which potentially constitutes a breach of any of the stated terms and conditions prior to commencing the delivery of services and that they shall notify MATSEC immediately of any potential breach of any of the terms and conditions which regards them directly or indirectly.

2.12. This agreement shall be governed by the laws of Malta. In the event of any dispute between the Parties, the Parties agree to attempt to reach an amicable settlement in good faith within three weeks when a dispute has been lodged by any of the parties. Should an attempt to reach an amicable settlement be unsuccessful within this timeframe, the Parties agree to resort to arbitration in terms of Chapter 387 of the Laws of Malta.

3. Services of Marking Panel Members

3.01. MATSEC marking panels consist of

i) A chairperson of the marking panel;

ii) Markers;

iii) Reviser.

3.02. Markers shall be responsible for delivering the following services, as applicable:

i) marking parts of an examination with strict reference to the marking scheme and MATSEC guidelines (Marking: Issues and Procedures). Parts of an examination may be written scripts, oral examinations, practical examinations, and coursework of private candidates.

ii) marking the range of examination scripts, or parts of, as allotted to them by the Chairperson of the Marking Panel;

iii) inputting marks for the corrected items in the designated file as instructed by the Chairperson of the marking panel or MATSEC;

iv) collaborate with other members of the marking panels so as to facilitate and safeguard movement of scripts between markers, the Chairperson of the marking panel and MATSEC;

v) attend information meetings called by MATSEC and standardisation meetings called by the Chairperson of the marking panel;

vi) moderate school candidates' coursework;

vii) make part of the subject interviewing panel for coursework;

viii) prepare a brief report on the performance of candidates whose scripts they have marked immediately after they have completed their marking and submit this report to the Chairperson of the marking panel;

ix) complete each task by the respective deadline as communicated by the Chairperson of the marking panel.

3.03. The Chairperson of the marking panel shall be responsible for delivering the following services, as applicable:

i) attend information meetings called by MATSEC and relay the information to other members of the marking panel;

ii) set and coordinate the coursework moderation panel, where applicable, as per MATSEC's 'Marking: Issues and Procedures' document;

iii) distribute examination scripts amongst markers and communicate this distribution to MATSEC;

iv) call all markers for a standardisation meeting/s before the marking process to ensure harmonisation and consistency in marking;

v) synthesise discussions between markers to make changes in the marking scheme and communicate these changes to all members of the marking panel and to MATSEC;

vi) moderate a representative sample of scripts to ensure that all markers are adhering to the same standards;

vii) collate brief reports submitted by markers to compile a report on the performance of candidates in the examination;

viii) collate the marks of all markers in the Excel file forwarded by MATSEC and return this to MATSEC;

ix) attend a Grade Boundary meeting as called for by MATSEC;

x) after the grade boundaries are allotted, review the scripts of candidates who marginally fall below each significant grade (Grade 5/6 for SEC; Grades B/C and E/F for AM/IM) and decide as to which grade each of these candidates qualifies for;

xi) return all necessary documentation to MATSEC;

xii) extract the scripts identified for Revision of Papers and forward these along with the updated marking scheme to the subject reviser identified by MATSEC;

xiii) discuss changes in marking suggested by the reviser, identify cases where the change in mark results in an upgrade, and discuss with the reviser whether upgrades, where suggested, are justified;

xiv) submit revision of paper reports to MATSEC;

xv) plan the work beforehand and communicate deadlines to members of the marking panel for individual tasks;

xvi) complete tasks by the deadline/s set by MATSEC.

3.04. The reviser is a new member of the marking panel identified following applications for revision of papers/appeals and is responsible for delivering all or some of the following services as directed by MATSEC:

i) coordinate with the chairperson of the marking panel to receive the scripts, updated marking schemes, other notes related to the marking process and oral/aural/project marks;

ii) a clerical check – confirming that the office number is correct on all scripts, all questions and part questions have been marked, the marks of all questions and part questions add up correctly;

iii) marking the examination scripts and/or vocational subjects assignments with strict reference to the marking scheme and MATSEC guidelines (Marking: Issues and Procedures) identifying both negative and positive errors in marking;

iv) discuss suggested changes in marking with the chairperson of the marking panel;

v) compile a revision of paper/appeal report for each candidate;

vi) submit revision of paper/appeal reports to the chairperson of the marking panel who will, in turn, review and submit these reports to MATSEC.

4. Services of the Paper Setting Panels

4.01. MATSEC paper setting panels consist of:

i) A chairperson of the paper setting panel;

ii) Paper setters;

iii) Reviewer.

4.02. Paper setters shall be responsible for the following services:

i) Write examination questions for the areas indicated by the chairperson;

ii) Develop fair and accurate marking schemes for the examination questions which were developed by the marker or not;

4.03. The reviewer shall be responsible for the following services:

i) Liaising with the chairperson to ensure the timely handing over of the examination papers, marking schemes and other supporting documentation for the reviewing exercise.

ii) Reviewing draft examination papers as presented by the chairperson to ensure that:

(1) The general standard of the examination paper is satisfactory;

(2) The readability of the examination paper, in terms of both layout and language, is fair;

(3) The examination paper is free of all forms of bias which are not relevant to the subject examination;

(4) The examination paper is free of ambiguity resulting in candidates not having a clear picture of what is intended by the question which may be caused by, for instance, the use of difficult or unnecessary words, incomplete information, or unclear diagrams or pictures;

(5) The weighting of each section is as stated in the syllabus;

(6) The questions are fair, reasonable, within the syllabus, and free of bias;

(7) The examination paper is balanced in terms of the subject syllabus, meaning that the questions target different parts of the syllabus;

(8) All required information, both general and that specific to questions, is clearly provided;

(9) The examination paper reflects the subject syllabus in its entirety;

(10) All calculations and questions are workable with the given information;

(11) The examination paper is of sufficient length and challenge to be workable by the expected average candidate in the given timeframe;

(12) Parallel option questions, where present, are of comparable difficulty and take approximately the same time to complete.

iii) Reviewing draft marking schemes for the draft examination papers as presented by the chairperson to ensure that:

(1) Marking schemes are clear, unambiguous, and provide general instructions to markers such that they may be easily followed;

(2) Marking schemes are consistent with the respective subject syllabus;

(3) Marking schemes provide a rationale for mark awarding through a list of expected acceptable and unacceptable answers or otherwise;

(4) Marking schemes account for the smallest division of mark indicated in the examination paper;

(5) Marks allocated for individual questions are fair in terms of the importance of the topic and the quality of the response expected from the candidate;

(6) The total marks of an examination paper add up to the total marks allocated to that paper as indicated in the syllabus.

iv) Clearly noting suggestions in the examination papers and marking schemes and discussing these changes with the chairperson to ensure their clear communication.

v) Completing the Review checklist provided by MATSEC and returning this completed checklist to the chairperson.

5. Payment and Fees

5.01. The same individual shall act as chairperson of the markers' panel and chairperson of the paper setters' panel. The chairperson shall be entitled to the amounts given to an individual marker and an individual paper setter, assuming that the work has been equally divided amongst markers and paper setters. The chairperson shall also be entitled to an honorarium based on the number of candidates in that subject.

5.02. Paper setters shall be remunerated based on the level and on the number of examination papers and associated marking schemes for that subject examination. The rate shown below shall be divided amongst paper setters.

i) SEC: €240.00 per paper

ii) IM: €275.00 per paper

iii) AM: €300.00 per paper

5.03. Markers shall be remunerated at a fixed rate for each marked whole paper. In the case where the same examination paper is marked by different markers, the amount shall be divided proportionally (pro-rata) between markers according to information provided by the chairperson on the number of scripts marked by each marker. In the case where less than ten candidates sit for the subject's examination, members will be remunerated as if ten candidates sat for the subject's examination. The rate for each marked paper is dependent on the subject level as shown below:

i) SEC: €4.00

ii) IM: €5.00

iii) AM: €5.75

5.04. Markers shall be remunerated at a fixed rate for each marked private candidate's coursework. The rate for each marked private candidate's coursework is dependent on the subject level as shown below:

i) SEC: €4.00

ii) IM: €5.00

iii) AM: €5.75

5.05. Markers shall be remunerated at a fixed rate of €4.00 for each coursework interview.

5.06. Markers shall be remunerated at a fixed rate of €0.25 for each candidate's coursework in schools they are moderating, even if a percentage of this coursework will be actually moderated.

5.07. The stated payment shall be payable to the service provider once all services have been provided to a satisfactory standard.

5.08. A remittance slip will be issued with each payment for the services offered in each examination session, setting out the gross fee.

5.09. Income tax and NI contributions are the responsibility of the service provider.

5.10. Travel expenses can be claimed only by service providers travelling between Malta and Gozo. Reimbursement, where authorised by MATSEC, will be made at current MATSEC rates in accordance to current MATSEC practice. For this purpose, the ferry ticket (for one foot passenger or one vehicle with driver) has to be presented at MATSEC by no more than 30 days after the service.

5.11. Service providers travelling by car for their services to MATSEC do so entirely at their own risk. They may check that their own car insurance covers such travels. MATSEC shall not accept claims in respect of any liability arising directly or indirectly from such use.

5.12. The service provider shall be responsible for the provision and maintenance, at their own expense, of any technology, telephone, computer and/or other facilities and equipment required for the appropriate delivery of the services.

5.13. If at any one time it results that a service provider owes an amount to MATSEC, the parties agree that this payment will be reimbursed to MATSEC within an agreed time between the parties.

5.14. The service provider must provide required details to MATSEC including valid IBAN number and SWIFT code.

6. Confidential Information

6.01. The service provider undertakes not to use the Confidential Information for any purpose except the services, without first obtaining the written agreement of MATSEC.

6.02. The service provider shall not use the Confidential Information or information derived from it to undermine MATSEC's business or otherwise harm its reputation.

6.03. The service provider undertakes to keep the Confidential Information secure and not to disclose it, excerpts of it, or information derived from it to any third party. The service provider will be responsible for the security of any confidential information at all times, including material on personal computers, memory sticks, compact discs, or cloud storage.

6.04. The service provider undertakes not to publicise or make any public announcement or other statement in respect to their services or MATSEC business. The service provider's service with MATSEC may only be identified, e.g. for the purpose of a curriculum vitae, following written approval from MATSEC. The service provider must not discuss the services with third parties, online, or on social media and networking sites.

6.05. These terms and conditions apply to all of the information disclosed by MATSEC to the service provider, regardless of the way or form in which it is disclosed or recorded but they do not apply to:

i) any information which is or in future comes into the public domain (unless as a result of the breach of these terms and conditions); or

ii) any information which is already known to the service provider and which was not subject to any obligation of confidence before it was disclosed to the service provider by MATSEC; or

iii) any information obtained by the service provider from a third party with a valid right to disclose such information, provided that said third party is not under a confidentiality obligation to MATSEC; or

iv) any information which was independently developed by the service provider without reference to the Confidential Information as shown by service provider's written records.

6.06. MATSEC undertakes several safeguards to ensure the anonymity of Confidential Information which regards third parties. The service provider shall not override or seek means to override these safeguards. The service provider undertakes to report any candidates suspected of seeking means to override these safeguards and reveal their identity. The service provider agrees to adhere to and respect the parameters of strict confidentiality for the services.

6.07. The service provider must not communicate matters related to the service or confidential information directly with any centre, school, teacher, candidate, or other stakeholder besides MATSEC. Any communication received from any stakeholder relating to the service provider's service or the confidential information must be forwarded to MATSEC.

6.08. The service provider will, on request from MATSEC, by the date of termination of this agreement as stated in the Duration and Termination section of this document, or by termination of this agreement howsoever arising, return all copies and records of the Confidential Information and will not retain any copies or records of the Confidential Information. This includes electronic files containing confidential information or information derived from it, such as, for example, candidate marks stored in excel files or diagrams used for question setting.

6.09. On completion of the services, the service provider is to inform MATSEC of the completion of the services and seek means to return all the Confidential Information.

6.10. Nothing in this Declaration will prevent the service provider from making any disclosure of the Confidential Information required by law or by any competent authority, provided that, in the event that such a disclosure is required, the service provider shall promptly notify MATSEC.

6.11. The service provider agrees to provide MATSEC with any information it requires for the purpose of performing its functions and to inform MATSEC of any changes in this information. This includes personal details of the service provider which shall be used for the purpose of:

i) complying with MATSEC's statutory obligations;

ii) processing this agreement including making payments to the service provider;

iii) contacting the service provider as part of MATSEC's administrative tasks.

6.12. All personal details of the service provider besides name, surname, qualifications and contact information shall be deleted following the delivery of the services. These other details shall be kept by MATSEC for the sole purpose of contacting the service provider for the provision of other services in the future. These details will be deleted as well should the service provider request their deletion.

7. Intellectual Property Rights

7.01. Neither these terms and conditions nor the supply of any information grants the service provider any licence, interest or right in respect of any intellectual property rights of MATSEC.

7.02. All intellectual property rights in all material developed by the service provider in relation to the service shall be property of MATSEC. These include, but are not limited to, any questions, drawings, mark schemes, examiner's reports, or written advice.

7.03. The service provider guarantees that the services provided are exclusively those of MATSEC and have not been copied, wholly or in part, from any other work or material and that no third party has been involved in their production.

8. Duration and Termination

8.01. The service provider undertakes these terms and conditions as of the date when the MATSEC online application has been submitted and shall terminate **one (1) year** later. All undertakings of confidentiality as stated in the Confidential Information section will continue in force following the services and shall not expire unless written consent is given by the Director of MATSEC.

8.02. This agreement supersedes any previous agreement between the service provider and MATSEC for the same services. This agreement may coexist with other agreements between the service provider and MATSEC for different services.

8.03. Beyond the period set out in these terms and conditions:

i) MATSEC is under no obligation to offer further invitations to the service provider to offer services;

ii) the service provider is under no obligation to offer further services to MATSEC.

8.04. This agreement may be immediately halted by either party if the other party commits any breach of any of the terms and conditions.

8.05. MATSEC reserves the right to terminate this agreement with immediate effect and without any liability to the service provider if:

i) the service provider has breached any of the stated terms and conditions;

ii) the service provider's performance of the services, of which MATSEC shall be the only arbiter, is considered unsatisfactory;

iii) the service provider does not comply with the deadlines as communicated by MATSEC;

iv) the service provider has acted in any way which could bring MATSEC into dishonour;

v) the service provider is convicted of, or is the subject of any investigation of, a criminal offence punishable by imprisonment which might affect their position as a service provider;

vi) a legal or regulatory authority directs, instructs or gives advice that MATSEC terminates this agreement;

vii) the continuation of this agreement will cause MATSEC to be in breach of any laws or regulatory requirements to which it is subject.

8.06. The service provider may terminate this agreement by giving a minimum of 90 days' notice to MATSEC and stating the reason(s) for such termination.

8.07. The termination of this agreement, howsoever arising, shall be without prejudice to any claims that either party may have for damages arising from any breach of these terms and conditions by the other party.

9. Eligibility and conflict of interest

9.01. The service provider verifies that they have not given, accepted, offered, or agreed to give, accept or offer any form of inducement for doing or refraining from doing any act in relation to the completion of the services. The service provider should not do anything which might give the impression that they have done any of the above.

9.02. Members of Paper Setters panels shall not be eligible to take part in the workings of the panel for a particular session of examinations if:

i) they are related to a candidate by consanguinity or by affinity to the third degree inclusive; or

ii) they have been, at any time during the twelve months before the examination concerned, guardians of a candidate; or

iii) they have been, at any time during the twelve months before the examination concerned, teachers or any of the candidates in the subject and level of examination or a closely related subject; or

iv) they have given, at any time during the twelve months before the examination concerned, private tuition in the subject and level of examination or a closely related subject; or

v) they are related to the first degree to any person who teaches candidates taking the subject at that level; or

vi) they are in a relationship with a candidate sitting for the concerned examination or with a person who is related to a candidate by consanguinity or by affinity to the third degree inclusive sitting for the concerned examination.

9.03. Members of Markers' Panels shall not be eligible to take part in the workings of a panel for a particular session of examinations if:

i) they are related to a candidate by consanguinity or by affinity to the third degree inclusive; or

ii) the have been, at any time during the twelve months before the examination concerned, guardians of a candidate; or

iii) they have given, at any time during the twelve months before the examination concerned, private tuition in the subject and level of examination or a closely related subject; or

iv) they are in a relationship with a candidate sitting for the concerned examination or with a person who is related to a candidate by consanguinity or by affinity to the third degree inclusive sitting for the concerned examination.

9.04. The service provider may not engage, during the term of the services, in any activity which conflicts with any of these terms and conditions. This includes giving private tuition in the subject or a closely related subject or entering into a relationship with a candidate.

9.05. The service provider is to notify MATSEC immediately in writing of any actual or potential conflict of interest.

9.06. MATSEC retains the right to determine whether a conflict of interest exists or not and to take action accordingly.

10. Effect

10.01. 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.

10.02. If any provision in terms and conditions proves to be invalid or unenforceable, the remainder of the provision in question and other provisions of the terms and conditions shall remain in full force and effect.

10.03. All notices required to be served pursuant to the terms and conditions shall be made in writing to the addresses at the head of this document. This agreement may not be modified.