



[Date]

[addressee]

To [],

External Examiner Agreement

We are writing to confirm the terms of agreement concerning the provision of external examiner services to be provided by [] ('the **External Examiner**') to the University of St Andrews ('the **University**' or '**we**' or '**us**').

1. TERM

The External Examiner shall provide services to the School of [] of the University for a period of [] years from [start date] to [end date] or until such time as the Quality Assurance Agency for Higher Education requires universities to conform to other arrangements for External Examinerships, if such arrangements are introduced before [end date].

2. SERVICES

2.1 The External Examiner will :-

- Participate in curriculum approval, including scrutinising and commenting on new module and programme proposals, and reviewing and providing written advice and approval on significant module and programme amendments;
- Participate in setting assessments, including approving the final versions of all end of module examination question papers and reviewing the totality of the set assessment for a module in relation to examinations and coursework;
- Participate in marking examination scripts and other assessments, through activities including reviewing grade/mark descriptors, samples of continuous assessment and examination scripts and consistency and standards of marks and grades, commenting on school marking strategies, approving grade conversion procedures, reviewing the method for assessing dissertations and projects, reviewing exceptional cases and approving the procedures employed for student peer assessment;
- Participate in monitoring the standard of assessment, marking and feedback procedures, providing feedback on the assessment outcomes and procedures on wider issues of quality assurance and enhancement, identifying anomalous marks and discussing those with Schools, monitoring any adjustment of the distribution of grades in modules and advising on particular problematic cases that cannot be resolved within the School;

- Reflect on the distribution of patterns of the classification data provided, if applicable;
- Complete and submit an annual report commenting on the appropriateness of the standards of the assessments that they have examined.

2.2 The External Examiner must comply with the University policies on computer and IT support, External Examining Policy, the Data Protection Act, and Undergraduate and Postgraduate Senate Regulations.

2.3 The External Examiner shall ensure that they are available at all times on reasonable notice to provide such assistance or information as the University may require.

2.4 The External Examiner will be responsible for ensuring that they are equipped with all the necessary tools and equipment, necessary to perform the services under this agreement.

2.5 The External Examiner is responsible for efficiently planning the performance of services under this agreement, and for planning the delivery of those services, and outputs, in line with the University's deadlines.

3. FEES AND EXPENSES

3.1 [Undergraduate

The University will pay to the External Examiner a fee of []. Tax will be deducted at source through the Pay as You Earn system. Authorisation to pay the fees will be given upon receipt of the External Examiner's annual report and the School response to the External Examiner's report.]

[Postgraduate

The University will pay to the External Examiner [a fee of £30 per student for the taught element of the course and £10 per student for the dissertation element of the course].

OR

[a fee of []. Said fee is exclusive of VAT, GST and other taxes (whether Scottish, UK, or local to the External Examiner). Authorisation to pay the fees will be given upon receipt of the External Examiner's annual report and the School response to the External Examiner's report.]

3.2 The University shall reimburse all reasonable expenses incurred by the External Examiner in providing the Services in accordance with the University Expenses Policy.

3.3 The University is entitled to deduct from any sums payable to the External Examiner, any sums that the External Examiner may owe to the University at any time, with prior written consent of the External Examiner.

4. CONFLICT OF INTEREST

The External Examiner must check for conflicts of interest. In the event that a conflict appears, the External Examiner must notify us immediately.

5. CONFIDENTIAL INFORMATION AND UNIVERSITY PROPERTY

5.1 The External Examiner shall not use or disclose to any person either during or at any time after termination of this agreement with the University any confidential information which may come to the knowledge of the External Examiner in the course of providing the Services.

5.2 The restriction in clause 5.1 does not apply to:

- a. any use or disclosure authorised by the University or as required by law; or
- b. any information which is already in, or comes into, the public domain otherwise than through the External Examiner's unauthorised disclosure.

5.3 All documents, manuals, hardware and software provided for the use of the External Examiner by the University, and any data or documents (including copies) produced, maintained or stored on the University's computer systems or other electronic equipment (including mobile phones if provided by the University), remain the property of the University.

6. DATA PROTECTION

6.1 In respect of their obligations under this Agreement, the External Examiner and the University will comply with all applicable requirements of the Data Protection Legislation including, without limitation (i) the Data Protection Act 2018; and (ii) the UK GDPR. "EU GDPR" means the European General Data Protection Regulation 2016 ((EU) 2016/679), and "UK GDPR" shall have the meaning given to it in the Data Protection Act 2018. Italicised take their meaning from UK GDPR, Article 4, Definitions.

6.2 For the purposes of the Data Protection Legislation, the University is the *Controller* and the External Examiner is the *Processor*.

6.3 Without prejudice to the generality of clause 6.2, the External Examiner shall, in relation to any *Personal Data processed* in connection with the performance by the External Examiner of its obligations under this Agreement, fulfil all the requirements placed upon them, as set out below.

6.4 The External Examiner shall only make use of *Personal Data* under the instruction of the University i.e., to meet their duties and obligations as an External Examiner. Such is set out in this Agreement, (see SCHEDULE 1, below) and in relevant University policies and regulations. Unless the External Examiner is obligated to use *Personal Data* for a lawful purpose, derived from UK, or Scottish common law or legislation. The External Examiner shall inform the University of such use of *Personal Data* unless notification is prohibited by law.

6.5 If the External Examiner considers that any instruction from the University contravenes Data Protection Legislation, it shall unless prohibited to do so by law immediately notify the University of the Provider's decision, giving sufficient details to the University as required to understand that decision.

6.6 The External Examiner shall only access and use personal data made available to them by the University via its network, or cloud storage services such as Microsoft 365. The External Examiner is expressly prohibited from downloading *Personal Data* to any device not controlled by the University.

6.7 The External Examiner shall maintain the confidentiality of the *Personal Data* and shall not share that with any party, unless required to do so in law (see paragraph 6.4, above).

6.8 The External Examiner will not transfer any *Personal Data* outside of the United Kingdom and/or the EEA.

6.9 The External Examiner shall recognise that the University, as the *Controller*, is responsible for providing *Data Subjects* their rights, as provided for through Data Protection Legislation.

6.10 The External Examiner on receiving any request from a *Data Subject*, shall pass that to the University, with no further action.

6.11 The External Examiner will notify the University, in writing, within twelve (12) hours of becoming aware of a *Personal Data breach*, which includes where the *Personal Data* that is subject to this Agreement, has become subject to: unauthorised or unlawful processing; accidental or unlawful destruction; loss; unlawful alteration.

6.12 The External Examiner shall provide all information to the University that it reasonably requires to understand the nature of a *Personal Data Breach* and to contain and recover from that.

6.13 While it is not anticipated that the External Examiner shall retain *Personal Data* on devices and/or services outside the University's control, if such is authorised, then at the choice and written direction of the University, the External Examiner will destroy or return *Personal Data* and copies thereof to the University on termination of the Agreement unless required by Applicable Laws to retain the *Personal Data*.

6.14 The External Examiner consents to the University holding and processing data relating to the External Examiner for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" as defined in the Data Protection Act 1998 relating to the External Examiner including, as appropriate:

- a. information about the physical or mental health or condition of the External Examiner in order to monitor sick leave and take decisions as to the External Examiner's fitness for work;
- b. the External Examiner's racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation;
- c. information relating to any criminal proceedings in which the External Examiner has been involved for insurance purposes and in order to comply with legal requirements and obligations to third parties.

6.15 The External Examiner consents to the University making such information available to those who provide products or services to the University (such as advisers), regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of the University or any part of its business.

6.16 The External Examiner will comply with the University's data protection policy when processing personal data relating to any employee, worker, student or agent of the University.

7. INTELLECTUAL PROPERTY RIGHTS

The Intellectual Property Rights in any documents written by the External Examiner or any other Intellectual Property Rights otherwise arising out of or in connection with this Agreement (the "**Resulting IPR**") shall vest in the University and the External Examiner will waive, or procure the waiver of, all moral rights in such Resulting IPR.

8. TERMINATION

8.1 The University may at any time terminate the agreement with immediate effect with no liability to make any further payment to the External Examiner (other than in respect of any accrued fees or expenses at the date of termination) if:

- a. The Quality Assurance Agency for Higher Education requires universities to conform to other arrangements for External Examinerships if such arrangements are introduced before [end date]; or
- b. the External Examiner is in material or persistent breach of any of the External Examiner's obligations under this agreement; or
- c. other than as a result of illness or accident, after notice in writing, the External Examiner wilfully neglects to provide or fails to remedy any default in providing the Services; or
- d. a conflict of interest arises which cannot be satisfactorily resolved.

8.2 Any delay by the University in exercising its rights to terminate shall not constitute a waiver of those rights.

9. OBLIGATIONS ON TERMINATION

Any University property in the possession of the External Examiner and any original or copy documents obtained by the External Examiner in the course of providing the Services shall be returned to the University at any time on request and in any event on or before the termination of this agreement. The External Examiner also undertakes to irretrievably delete any information relating to the business of the University or any other company in its group stored on any magnetic or optical disk or memory, and all matter derived from such sources which is in their possession or under their control outside the premises of the University.

10. STATUS

10.1 The External Examiner will be an independent contractor and not an employee or agent of the University. Nothing contained in this agreement is intended to give rise to a contract of employment, partnership or joint venture between the External Examiner and the University or impose upon the External Examiner or University any of the duties or responsibilities of an employer or a partnership or joint venture.

10.2 The External Examiner shall be fully responsible for and indemnify the University against any liability, assessment or claim for:

- a. taxation whatsoever arising from or made in connection with the performance of the Services, where such recovery is not prohibited by law; and
- b. any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the External Examiner against the University arising out of or in connection with the provision of the Services.

10.3 The University may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to the External Examiner, with prior written consent of the External Examiner.

10.4 Subject to 10.2 above, the University undertakes to indemnify and keep indemnified the External Examiner against any cost, action, loss or expense (including without limitation reasonable legal expenses) suffered by the External Examiner and arising out of the External Examiner's provision of the Services in accordance with this Agreement.

11. VARIATION

This agreement may only be varied by a document signed by both the External Examiner and the University.

12. ASSIGNMENT

The External Examiner will not transfer any of their rights or obligations under the Agreement.

13. THIRD PARTY RIGHTS

The Contract (Third Party Rights) (Scotland) Act 2017 shall not apply to this agreement and no person other than the External Examiner and the University shall have any rights under it. The terms of this agreement or any of them may be varied, amended or modified or this agreement may be suspended, cancelled or terminated by agreement in writing between the parties or this agreement may be rescinded (in each case), without the consent of any third party.

14. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Scotland.

15. JURISDICTION

The courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Please acknowledge receipt of this letter and acceptance of its terms by signing, dating and returning the enclosed copy or alternatively replying to the email, confirming your acceptance of the terms.

Yours sincerely,

.....

Academic Registrar
For and on behalf of
The University of St Andrews

I hereby acknowledge receipt and accept the contents of this letter.

Signed
[Name]

Date

SCHEDULE 1

1. PROCESSING BY THE EXTERNAL EXAMINER
 1. SCOPE: The University will make available data, including *Personal Data* for the purpose of reviewing and maintaining academic standards, via the external examiner system.
 2. PURPOSE OF PROCESSING: To provide for a system of external examination, as per QAA and other relevant external standards, and relevant University policies and regulations.
 3. DURATION OF THE PROCESSING: For the term under which the External Examiner is appointed by the University.
2. TYPES OF PERSONAL DATA: Student personal data – academic performance, mitigating circumstances
3. CATEGORIES OF DATA SUBJECT: Students of the University.