# STUDENT ASSESSMENTS EDUCATION SERVICES

Examination Schools, High Street, Oxford, OX1 4BG Tel: +44(0)1865 276304

researchdegrees@admin.ox.ac.uk



Ref: RD Examiners 25/26

1st August 2025

Dear Colleague,

## **Engagement as an Examiner for 2025-2026 (Postgraduate Research Degrees)**

Thank you for agreeing to act as an Examiner for the University of Oxford. This letter contains details about your services as an Examiner, fees and expenses. Please read this letter even if you have previously acted as an Examiner for the University, as it contains important information.

This letter governs the services you may supply from time to time to the University of Oxford as an Examiner. This is not an employment contract and does not confer any employment rights on you. It is the intention of both you and the University that you are an independent contractor and nothing in this letter shall render you an employee, worker, agent or partner of the University and you shall not hold yourself out as such.

This letter applies to the 2025-26 academic year commencing on 1 October 2025. The University will not be obliged to provide you with any work under this contract, and you will not be obliged to accept or perform any work offered, unless and until the University has offered and you have agreed to perform such work.

Each offer of work by the University which you accept shall be treated as an entirely separate and severable engagement (an assignment). The terms of this contract shall apply to each assignment but there shall be no relationship between the parties after the end of one assignment and before the start of any subsequent assignment.

#### **Services**

The following documents set out the University's regulations, policy and guidance regarding examinations, and include detailed information about the role of the Examiner:

- i. Examination Regulations: General Regulations Governing Research Degrees
- ii. Research Degrees Exams Web Page



If you are an External Examiner you also agree to prepare a joint written report alongside the Internal Examiner of the Examination. You will also be required to approve a result recommendation that the internal examiner will initiate after the viva has taken place.

As set out in the <u>Policy and Guidance on Research Degrees</u>, the University is required to ensure that any potential conflicts of interest are identified and resolved prior to appointment or as soon as they arise thereafter. Please notify the Chair of Examiners at the earliest opportunity if you become aware of any actual or potential conflicts of interest that arise during your appointment.

## **Fees and Expenses**

A <u>schedule of fees</u> is accessible via University of Oxford Single Sign-On. If you do not have a University of Oxford Single Sign-on, you may obtain the fee schedule via the Research Degrees team (<u>researchdegrees@admin.ox.ac.uk</u>).

Examiners will be sent details of how to claim their fee and any appropriate expenses once the viva has been held. The fee for examiners, who are already on the University payroll will be paid automatically, and expenses will be claimable via SAP Concur. Examiners external to the University will be sent a claim form (GSO.10), which should be completed and returned to the Research Degrees Team along with pertinent receipts. For full details please see the claim form.

In accordance with HMRC guidance, fees are paid without deduction of tax and national insurance contributions. It is your responsibility to account for this income to HMRC. You agree to indemnify the University in respect of any claim that may be made by the relevant authorities against it in respect of income tax and national insurance or similar contributions relating to your services under this contract.

Queries relating to expenses claim should be directed to <a href="mailto:researchdegrees@admin.ox.ac.uk">researchdegrees@admin.ox.ac.uk</a>.

## **Confidentiality**

You shall not use or disclose to any person, either during or at any time after your engagement by the University, any confidential information about the business or affairs of the University or any of its business contacts or students, or about any other matters which may come to your knowledge as a result of supplying your services to the University including (but not limited to) information about individual students' examinations.

For the purposes of this clause, confidential information means any information or matter which is not in the public domain (or only in the public domain as a result of your unauthorised disclosure) and which relates to the affairs of the University or any of its business contacts or students, and includes any reports, notes or other materials which you generate in the course of your work as an Examiner.



You acknowledge that the University is subject to the requirements of the Freedom of Information Act 2000 and Environmental Information Regulations 2004 and you agree to assist and cooperate with the University to enable the University to comply with its information disclosure obligations under the same.

The restriction in this clause does not apply to:

- (a) prevent you from making a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996; or
- (b) use or disclosure that has been authorised by the University or is required by law.

#### **Data Protection**

#### Your data

In order to comply with its contractual, statutory, and management obligations and responsibilities, the University is required to process personal data relating to you, including, "special category" personal data, as defined in the retained EU law version of the General Data Protection Regulation ("GDPR") which includes information relating to health and racial or ethnic origin, and criminal conviction data. All such data will be processed in accordance with the provisions of the GDPR and associated UK data protection legislation and the University Policy on Data Protection as amended from time to time.

The term 'processing' includes the initial collection of personal data, the holding and use of such data, as well as access and disclosure, through to final destruction. We process your personal data for a number of purposes arising from your engagement, including because we have a contract with you, to comply with a legal obligation, where necessary to meet our legitimate interests and with your consent. Further information on what data is collected and the purposes for which it is processed is available in the Staff Privacy Notice.

You should inform the University if any personal data you have supplied changes during the course of your engagement. The University is required to take reasonable steps to ensure that any personal data it processes is accurate and up-to-date.

#### Other individuals' data

You shall be the data processor of any personal data (such as students' names and candidate numbers) given to you by the University or which otherwise come into your possession or control during your engagement. You are responsible for complying with applicable data protection legislation from time to time in force in the UK when you process such personal data, including the Data Protection Act 2018, the retained EU law version of the General Data Protection Regulation ("GDPR") and any successor legislation (the "Data Protection Legislation").



In relation to any personal data processed in connection with your engagement, you shall:

- (a) only use the personal data in accordance with the University's instructions;
- (b) maintain appropriate and prudent security measures against unauthorised or unlawful processing of the personal data to ensure that no data is lost, damaged, destroyed, altered or disclosed;
- (c) keep the personal data confidential;
- (d) comply with the University's data protection policy;
- (e) comply with any request made by the University to amend, transfer, return or delete the personal data;
- (f) not use the personal data to communicate with any data subjects without the prior written consent of the University;
- (g) assist the University to comply with its obligations under the Data Protection Legislation in relation to security, breach notifications, data protection impact assessments, consultations with supervisory authorities or regulators and responding to any requests from data subjects;
- (h) report any suspected personal data breaches or communications related to your use of the personal data without undue delay to the University;
- (i) not appoint any third party to process the personal data;
- (j) not transfer any personal data to any third party without the prior written consent of the University; and
- (k) maintain complete and accurate records and information to demonstrate compliance with this letter and the Data Protection Legislation.

## **University Property**

All documents, manuals, hardware and software provided for your use by the University, and any data or documents (including copies) which you produce, maintain or store in the course of your work for the University on the University's computer systems or other electronic equipment (including mobile phones), remain the property of the University.

Any University property in your possession and any original or copy documents obtained by you in the course of your work for the University shall be returned to the Director of Graduate Studies at any time on request and in any event at the end of each period of examining.

# **Intellectual Property**

You agree that the University shall be entitled to use any documents, minutes or other materials that you generate in the course of your work as an Examiner (including any intellectual property rights that protect these materials) as part of its examination processes.

#### **Termination**

If you no longer wish to be considered for work as an Examiner, please inform the Research Degrees team (<a href="mailto:researchdegrees@admin.ox.ac.uk">researchdegrees@admin.ox.ac.uk</a>) as soon as possible. The University may terminate this contract with immediate effect by notifying you of its termination in writing.



# **Codes of practice**

Your attention is drawn to the following list of University Codes of Practice, Statutes and Regulations in Annex A which will apply to the provision of your services to the University.

## **Further Information**

The academic faculty/department is your key point of contact, and can provide further information about the Examination, including key meeting dates.

# **Governing Law and Jurisdiction**

The terms of 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) will be governed by and construed in accordance with the laws of England and Wales. You and the University agree that the courts of England and Wales 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 ensure that you confirm your acceptance of the terms outlined in this letter by following the link in the invitation email. If you fail to complete the response process, but you commence work for the University as an Examiner, you will be deemed to have accepted the terms set out in this letter.

Signed on behalf of the University of Oxford

Dated: 01/08/2025



# Annex A: University Codes of Practice, Statutes and Regulations:

Academic Integrity in Research

Anti-facilitation of Tax Evasion

Bribery and Fraud Policy

Conflict of Interest policy

**Data Protection: University Policy** 

**Equality Policy** 

**Financial Regulations** 

Freedom of Information

**Harassment Policy and Procedures** 

Health and Safety: Statement of Health and Safety Policy

**Information Security** 

Oxford's intellectual property policy | Research Support

Statement of No Smoking Policy (including Vaping)

Public Interest Disclosure (Whistleblowing) Code of Practice

University Regulations for the use of IT Facilities

Misuse of Alcohol and Drugs in the Workplace

If you have issues accessing any of this material please write to <a href="mailto:researchdegrees@admin.ox.ac.uk">researchdegrees@admin.ox.ac.uk</a>