



CONTRACTUAL OBLIGATIONS FOR NAATI EXAMINER PANELS

1. CONTRACTING WITH NAATI

Contracts to provide services to NAATI in regard to an Examiner Panel are made on these Terms and Conditions:

- Contracts will expire on 30 June 2021.
- NAATI reserves the right to alter, extend, vary or terminate any Contract within the valid period of the Contract.
- Contractors may terminate their Contract as provided in clause 2.7.
- For the purpose of the contract and obligations 'contractors' will be known as "Examiners".

2. RESPONSIBILITIES OF CONTRACTORS (EXAMINERS)

2.1 General

Examiners must:

- Conduct work allocated to them by NAATI within the required time-frame and in a professional, ethical and competent manner exercising due care, skill and diligence and must rectify any unsatisfactory work at their own expense.
- Maintain public trust and confidence in NAATI as a standard-setting body.
- Avoid conduct that is likely to bring NAATI into disrepute.
- Represent NAATI in a positive manner at all times.
- Maintain current NAATI credentials in accordance with NAATI's requirements.

Examiners must not, without specific approval from NAATI (CEO, Manager, Accreditation Operations or Manager, Development):

- Disclose, the fact that they are NAATI examiners.
- Disclose any information on NAATI's examination process.
- Disclose any content of materials relating to their role or the NAATI certification process.
- Disclose details of NAATI test materials in any way.
- Disclose any information or content included in the NAATI *Examiners' Manual*.

2.2 Security of NAATI Tests

Examiners must:

- Maintain strict confidentiality and security concerning test procedures, materials and information.
- Regard all proceedings at training sessions or meetings as confidential.
- Immediately report any suspicion/evidence of fraudulent activities involving NAATI testing.



Examiners must not communicate with candidates or any other party (organisation or individual) unless specifically authorised to do so by NAATI in relation to the following:

- test materials;
- candidate performance/results; and
- internal NAATI testing processes and policies.

2.3 Professional and Ethical Issues

Examiners must:

- Carry out their work with impartiality, objectivity and in a professional manner at all times.
- Notify NAATI in writing of any intention to apply for a NAATI test.

Examiners must not:

- Accept any form of incentive/gift in regard to their contract with NAATI, other than the contracted remuneration from NAATI.

2.4 Avoiding Conflicts of Interest

Examiners have a duty to disclose any real or potential conflicts of interest that may derive from their other work commitments or personal relationships. Some examples include:

- working as a migration agent;
- employing or contracting translating or interpreting practitioners within an agency;
- being related to or having some other form of a relationship with a candidate for a test; or
- delivering third party training to prepare an individual to sit a certification test.

Failure to disclose a conflict of interest may result in termination of Contract. If in doubt, examiners should consult with NAATI.

2.4.1 Entitlement to Perform Other Work

Examiners are entitled to perform other work and provide their professional services to others, provided that this does not contravene their contractual obligations to NAATI, and providing it does not, in NAATI's reasonable opinion, give rise to a conflict of interest or the perception of a conflict of interest.

Examiners may conduct and be involved in teaching or tutoring of translating or interpreting courses and workshops, however must adhere to the following;

All Examiners have a duty to disclose to NAATI immediately any real or potential conflicts of interest that may derive from their involvement in these courses and workshops if the Examiner:

- Becomes aware that a current or former student is to sit or has sat a NAATI test for the language in which they are an Examiner.



- Conducts translating or interpreting workshops on behalf of NAATI and becomes aware that a current or former workshop participant is to sit or has sat a NAATI test for the language in which they are an Examiner.
- Conducts general, non-language-specific translating or interpreting workshops for a company or organisation other than NAATI and becomes aware that a current or former workshop participant is to sit or has sat a NAATI test for a language in which they are an Examiner.
- Conducts language-specific translating or interpreting workshops for a company or organisation other than NAATI.

Examiners who are involved in teaching or tutoring of translating or interpreting courses and workshops that are not conducted on behalf of NAATI are advised that the use of any NAATI's materials, content or intellectual property in these courses and workshops is not permitted.

2.5 Working with NAATI

Examiners must:

- Be able to work with other members of the panel in a collegial and cooperative manner and communicate clearly and in a timely manner with NAATI administrative staff.
- Notify NAATI immediately if they are unable to fulfil their contractual obligations.
- Ensure that they comply with all components as stated in the contract documents.

Examiners must not subcontract or delegate any work consigned to them, without the specific prior written consent of NAATI, and will remain at all times fully responsible for any work consigned to them.

2.6 Payments to Examiners

NAATI will issue a recipient created tax invoice (RCTI) for all work completed once it has been received, subject to the individual having supplied the following information:

- Bank account details;
- ABN number (if applicable);
- GST status; and
- ATO supplier statement (if applicable).

2.7 Leave of Absence or Termination of Contract by Examiner

Examiners must notify NAATI if they will be unavailable to undertake NAATI work. For periods of unavailability greater than two weeks NAATI expects not less than two weeks prior notification if practical. For shorter periods NAATI expects at least one week's prior notification if practical. The Examiner should also inform the Chair of the panel of any periods of unavailability.

Examiners may terminate their Contract by providing one month's written notice to Manager, Accreditation Operations or Manager, Development (examiners@naati.com.au).



2.8 Confidentiality and Privacy

Examiners must keep confidential and must not disclose to any person or use for their own benefit or any other purpose (other than performance of their obligations to NAATI), any of NAATI's confidential information (in paper, digital or any other form) without NAATI's prior written consent.

NAATI's confidential information includes the NAATI *Examiners' Manual*, details of NAATI's technical, contractual and other operational information and any information which is designated as confidential or which the Examiner reasonably ought to know is confidential.

This obligation of confidentiality does not apply to information which is otherwise publicly available or which the Examiner is required to disclose by law.

Examiners must take all reasonable steps to prevent the disclosure and protect the confidentiality of NAATI's confidential information and must return the *Examiners' Manual* and all other NAATI confidential information on termination of their Contract or as otherwise requested by NAATI

Examiners must at all times comply with all obligations arising under or in connection with any applicable Federal and State or Territory privacy legislation or regulation and comply with NAATI's policies and procedures relating to privacy.

The obligations under this clause continue after termination of the Examiner's Contract.

2.9 Failure to Comply With Terms of Contract

Failure to comply with the terms of Contract may result in the termination of Contract.

NAATI may deduct a penalty of up to 10% of the fee otherwise payable for any assignment which is not completed within the required time.

NAATI may determine that no fee is payable in respect of any assignment which is not performed, in NAATI's reasonable opinion, in a competent, satisfactory or professional manner.

3. PERFORMANCE MONITORING

The performance of all panels and examiners is monitored by NAATI. Continuation of the Contract and any re-Contract will be dependent upon performance.

4. NATURE OF THE RELATIONSHIP

Examiners are appointed as independent contractors and agree to undertake assignments allocated to them as such. Nothing in these Terms, nor anything arising from the arrangements between the Examiner and NAATI will or is intended to create a partnership, joint venture, principal and agency or employment relationship between NAATI and the Examiner.



Examiners will be responsible for compliance with all laws relating to tax, superannuation, workers compensation and for payment of expenses or insurances which are in any way connected with the performance of services under these Terms.

Examiners will also be responsible for compliance with their duties and obligations relating to work health, safety, in performing the services under these Terms.

An Examiner will indemnify NAATI, its officers, employees and agents against all claims for liability, loss or damage which arise out of any breach of these terms by that Examiner or any act or conduct (including negligence) of the Examiner related to the performance of their obligations as an Examiner.

5. RESPONSIBILITIES OF PANEL CHAIRS

In addition to the other responsibilities detailed in this document, Panel Chairs:

- coordinate test discussions among panel members as required by NAATI;
- arrange the setting of tests as commissioned by NAATI among panel members;
- ensure that new test papers are submitted on time and in accordance with the guidelines;
- ensure that the specialist skills of members of the panel are used to the best advantage;
- provide support and mentoring for other panel members where needed;
- provide advice and assistance to NAATI in relation to the allocation of tests for marking;
- provide advice in relation to discrepancies that may occur in marking processes;
- participate in any conferences that may be called by NAATI; and
- provide advice to NAATI on matters as requested.

Panel Chairs do not have the right to co-opt additional members to panels.