



Assessor & Chairperson Commitment

Please note, this document will constitute an agreement for services and is not a contract of employment.

The term 'assessor' refers to both 'assessors' and 'chairpersons.'

If you have any questions regarding the content of this document, including submitting fees, please contact your RICS assessment delivery team:

UK&I

assessorsuki@rics.org

Americas

assessorsamericas@rics.org

Asia Pacific

assessorsapac@rics.org

Europe, Middle East, Africa

assessorsemea@rics.org

Appointment and Term

By accepting your Appointment, you confirm that:

- a) there are no regulatory proceedings, sanctions or disciplinary actions currently pending against you;
- b) there has been no disciplinary action taken against you during the last 6 years by RICS or any other professional body;
- c) you have no criminal convictions (unless it is now a spent conviction as provided in the Rehabilitation of Offenders Act 1974 or the equivalent in your jurisdiction) and that you will notify RICS if this changes during your Appointment;
- d) you have not had any professional registrations revoked in any country;
- e) you are a member of RICS and are a competent expert in the pathways you will be assessing;
- f) you complete standardisation training as required by RICS
- g) you are compliant with all RICS requirements as an RICS member, including up to date CPD even if normally exempt from this requirement by RICS Regulation due to retirement or other circumstances
- h) you commit to providing availability to assess a minimum of 4 candidate assessments per annum, and if appointed mid-way through the year, this will be determined on a pro rata basis. The 4 assessments may include Chartered assessment interviews, APC preliminary reviews, Associate assessments and/or assessment auditing
- i) respond to requests for assessor availability in a timely fashion and having given your availability, committing to any scheduled assessment panels wherever possible
- j) If acting as a chair or Associate assessor #1, you will return completed referral reports within 10 working days of the assessment
- k) you will complete any preliminary reviews you have been asked to undertake within a minimum of 20 working days
- l) you will complete any Associate assessments within 20 working days
- m) you will be audited regularly by RICS trained auditors to ensure that you are adhering to RICS' assessment process and procedures covered in your assessor training and updates from RICS. The result of these audits and any follow up actions will be communicated to you
- n) RICS may audio and video record assessments for the purposes of assessor standardisation and training

Your Appointment will start on the date you sign this document and will continue unless it is terminated earlier by either party in writing in accordance with the **Termination** section of this document.

The Nature of your Appointment and your Obligations

You are appointed by RICS as **assessor** and will provide Services in respect of the roles and responsibilities set out in the separate Role Profile document for the position you are acting in.

You agree to provide the Services with all reasonable care and skill, and you agree that you will, when doing so:

- a) comply, at all times, with the terms of RICS Regulations, Rules of Conduct and all other RICS policies from time to time as they apply to the provision of the Services including but not limited to the RICS Data Protection Policy, Information Security Policy, Acceptable Use Policy and respect confidentiality at all times;
- b) maintain high standards of integrity and professionalism;
- c) act in a fit and proper manner;
- d) comply with all applicable laws;
- e) declare any conflict of interest as soon as your assessment panel is scheduled;
- f) not communicate any assessment outcome with any candidate or other third party;
- g) comply with all reasonable instructions given to you and upon request, give to RICS all such information as RICS may reasonably require in connection with matters relating to your Appointment; and
- h) the Services will be performed by you and not by any third party. If you are unable to provide the Services to RICS due to illness, injury or for any other reason, you must notify RICS as soon as possible. For the avoidance of doubt, you will not be paid if the Services are not provided.

In your performance of the Services, you will be an independent contractor and nothing in this document shall render you an employee, worker, agent, or partner of RICS and you will not hold yourself out as such.

Time Commitment

You commit to providing availability to assess a minimum of 4 candidate assessments per annum, and if appointed mid-way through the year, this will be determined on a pro rata basis.

The 4 assessments may include Chartered assessment interviews, APC preliminary reviews, Associate assessments and/or assessment auditing.

You will submit your availability to RICS via the Assessment Platform and as required by RICS at the start of each assessment session.

Training

Before providing the Services, you will be required to complete mandatory training and further standardisation training on a reasonable schedule to be decided by RICS. You acknowledge and agree that the training provided to you by RICS under this paragraph will be provided to you on a 'free of charge' basis and you will not be paid and/or reimbursed for such training.

The training will cover legal and professional obligations such as diversity & inclusion, anti-bribery, and data protection legislative requirements. All new assessors will be required to complete the RICS Professionalism (ethics) module.

Conflicts of Interest

All RICS assessors are expected to conduct fair and impartial assessments. As such, you must remain free from conflicts of interests that could adversely affect your judgement or objectivity when performing assessments.

You acknowledge and agree that your Appointment and the performance of the Services will be carried out outside of and independently of any other role you may have in your professional or personal life.

You must remain free from conflicts of interests that could adversely affect your judgement or objectivity when performing the Services. It is your responsibility to review and recognise when a conflict of interest may arise or, where a set of circumstances may reasonably be perceived by others as being a conflict of interest.

Examples of when a conflict of interest could arise may include but are not limited to:

- a) Being part of an assessment panel where the candidate has received mentoring or coaching from you.
- b) Participating in an assessment for a candidate with whom you have close/personal, familial or business ties.
- c) Being part of an assessment panel where you work for the same company as the candidate, or have in the last 12 months

If you have any doubts or concerns in respect of an assessment and whether a conflict of interest could arise, please contact RICS for further advice.

If a conflict of interest or a potential conflict of interest arises that could prevent you or could reasonably be perceived as preventing you from acting objectively and impartially during the course of your Appointment or in your performance of the Services, you will inform RICS immediately, declaring any such conflict of interest in writing.

You acknowledge that any actual or perceived conflict of interest may result in RICS asking you not to perform the Services.

Conflicts arising in connection with Commercial interest

RICS recognises that its assessors take part in legitimate business activities outside of their assessor role.

You are required to declare any commercial interest that you pursue which relates to or is connected to RICS assessments. This would include, for example, any relevant training or mentoring services.

Such declarations should be made in writing and provided to RICS prior to commencing your assessor appointment and, throughout the term of your appointment. A decision will then be made by RICS as to whether these commercial interests may or do impact on your ability to carry out assessments impartially.

Suspected plagiarism

RICS uses Turnitin, a system designed to detect plagiarism, to ensure the integrity of our assessments. If you suspect plagiarism, whilst acting as an assessor or more generally in your professional life, within a candidate's submission documentation, this must be reported to RICS immediately.

MS Teams

The Chartered final assessment interview is predominantly conducted online via MS Teams. Assessors are expected to make appropriate provisions. Interviews must be held in a private and appropriate location.

Appeals

If you are notified that an appeal has been received from a candidate that you have assessed, you are required to forward your reply and any submissions or notes to RICS within 10 working days. Failure to respond will result in the appeal decision being made with no input from the assessment panel.

Referred candidates

If you sit on a panel which refers a candidate, you must not, for a period of 12 months following the relevant referral:

- directly market paid goods or services to the candidate or
- enter any commercial arrangement with the candidate in relation to RICS assessments.

This would include, for example, offering the candidate mentoring, training or, attendance at a conference, in return for payment.

The examples listed above are not exhaustive and, if in doubt, you should always approach RICS for further guidance on this area.

Chairperson – Chartered assessments

All referral/feedback reports must:

- be written in accordance with the RICS guidelines for writing reports
- reviewed by all members of the assessment panel
- returned to RICS within 10 working days of the assessment

When acting as a chairperson you have responsibility for ensuring all preparatory and post-assessment duties are fulfilled by the assessment panel, for coaching and supporting new assessors and for facilitating each assessment to the required process and timings.

As a chairperson you may be required to act as an assessor on occasion due to demand and to maintain your own experience of the role to aid mentoring new assessors, availability, pathway, and specialist areas.

APC Preliminary Review

The APC Preliminary Review is for candidates who are not undertaking APC Structured Training.

As a Reviewer, you are required to evaluate a written submission against the requirements to determine if the candidate is ready to proceed to their final assessment. If candidates are not ready, a feedback report must be produced.

Associate assessment

You are one of two assessors. You will act as either:

Assessor #1 – an AssocRICS, MRICS or FRICS who assesses the submission and decides whether the candidate has met the requirements of the pathway. As Assessor #1 you are responsible for writing the referral report for referred candidates and managing the contact with your co-assessor before a decision is reached.

Assessor #2 – not directly responsible for writing the referral report or managing arrangements.

Whether you are the Assessor #1 or Assessor #2 in an assessment is a matter of random selection.

Fellowship assessments

You will be assessing the assessment documentation provided and provide a response in 10 working days.

If you deem the applicant to not be eligible for Fellowship you are required to provide a written report setting out the areas where the applicant needs to gain further experience or provide guidance on what evidence has been omitted from the application.

Chartered Alternative Designation assessments

You will be one of two assessors and are required to review the submissions and after discussing together provide your result in 10 working days.

Any referral report must be

- written in accordance with the RICS guidelines for writing reports
- reviewed by all members of the assessment panel
- returned to RICS within 10 working days of the assessment

Fees and payment

You will receive an honorarium payment for each candidate assessment you compete in the role of an assessor, chair or preliminary reviewer.

After the completion of the Services for each session you will either submit a fee claim form if in UK&I, or if in the rest of the world you will receive an invoice to complete, sign and return to the relevant RICS assessment delivery team.

Confidentiality

You acknowledge that all information acquired during your Appointment is confidential and should not be released, communicated, nor disclosed either during your Appointment or following termination (by whatever means), to others or used for any reason other than in the performance of the Services.

This restriction shall cease to apply to any confidential information which may (other than by reason of your breach) become available to the public generally.

You acknowledge the need to hold and retain all information acquired during your Appointment (in whatever format you may receive it) under appropriately secure conditions. Any related printed documentation must be securely disposed of within required timescales.

Intellectual Property

If at any time during your Appointment and in the context of delivering the assessor role, you create, make or invent any intellectual property relating to or capable of relating to RICS business, you agree that this should be the property of RICS and you agree to do such things as RICS, acting reasonably and at its expense, may require, in order to vest such intellectual property in RICS.

You hereby irrevocably waive any moral right in all works prepared by you in the provision of the Services to RICS, to which you are now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agree not to institute, support, maintain or permit any action or claims to the effect that any treatments, exploitation or use of such works or other materials, infringes your moral rights.

Termination

Notwithstanding the **Appointment and Term** section of this document, RICS may suspend or terminate your Appointment with immediate effect if you:

- a) have exhibited serious unprofessional or unethical behaviour affecting the business or reputation of RICS; or
- b) commit a material breach of your obligations under this document; or
- c) are guilty of any fraud or dishonesty or acted in a manner which brings or is likely to bring you or RICS into disrepute or is materially adverse to the interests of RICS; or
- d) are convicted of any arrestable criminal offence (other than an offence under road traffic legislation in the UK or elsewhere for which a fine or non-custodial penalty is imposed); or
- e) are declared bankrupt or make an arrangement with or for the benefit of your creditors.

The rights of RICS under this section are without prejudice to any other rights that it might have under law to terminate your Appointment or to accept any breach of this document by you as having brought your Appointment to an end.

Any delay by RICS in exercising its rights to terminate shall not constitute a waiver thereof.

Data Protection

In this section the following expressions shall have the meanings set out below:

"Data Controller", "Data Processor" "Personal Data" "data subject" and "processing" shall have the meaning given to them in the UK Data Protection Act 2018;

"Data Protection Laws" means: (i) the Data Protection Act 2018; (ii) the Privacy and Electronic Communications (EC Directive) Regulations 2003 and/or the EU ePrivacy Regulation whichever is in force in the UK at the relevant time; and (iii) all other applicable laws and regulations relating to the processing of personal data and privacy, statutory instruments and, where applicable, the guidance and codes of practice issued by the Information Commissioner or any other supervisory authority with jurisdiction in the United Kingdom, all as amended, extended, re-enacted or replaced from time to time; and "RICS Personal Data" means any Personal Data that comes into your possession or is received from RICS by you pursuant to this Letter of Appointment or through the provision of the Services.

You and RICS acknowledge that for the purposes of the Data Protection Laws, you are a Data Processor and RICS is the Data Controller. As such, you agree to:

- a) comply with and observe all the requirements of the Data Protection Laws in your capacity as Data Processor processing RICS Personal Data (as detailed in Annex 1) on behalf of RICS;
- b) only process, use or disclose RICS Personal Data strictly for the purposes of fulfilling your obligations and providing the Services required by your Appointment;
- c) keep all equipment, documents and information associated with RICS, confidential and secure at all times and use the software provided by RICS for the purposes of processing, using and disclosing RICS Personal Data (as outlined in Annex 2 and as agreed in writing from time to time);
- d) not retain RICS Personal Data (or any documents or records containing RICS Personal Data) or equipment for any period of time longer than is necessary to deliver the Services required under your Appointment and ensure that upon termination of your Appointment, all RICS Personal Data is securely returned to RICS;
- e) not transfer RICS Personal Data to a place outside the United Kingdom without the prior written consent of RICS;
- f) take appropriate technical and organisational measures against the unauthorised or unlawful processing of RICS Personal Data and against accidental loss, destruction, damage, alteration, or disclosure of RICS Personal Data;
- g) provide RICS with access to the RICS Personal Data that you have in your possession or control as soon as practicable upon written request;
- h) notify RICS immediately in the event of: (i) any breach of the obligations under this paragraph 10; and (ii) the receipt of a request from a data subject to exercise their rights

under Data Protection Laws and thereafter provide full co-operation and assistance to RICS in relation to any such request; and

- i) provide whatever support and records are required, as and when required, to help RICS demonstrate its compliance with Data Protection Laws.

As an assessor, you are privy to confidential information regarding individual candidates, firms, and specific projects. This information must only be used for the purposes intended to carry out assessment of the candidate's technical and professional competence.

Information will be transferred to you using a cloud based storage system, which has been selected by RICS as a secure portal for the exchange of confidential information. This must not be discussed or shared with anyone other than RICS Staff, your fellow assessors, and the candidate.

No information should be retained or held by you and should be disposed of confidentially, in accordance with requirements of the GDPR and other data protection legislation, to which assessors and RICS are subject to.

Please note that RICS will process your personal information for the purposes of administering the Services. For further information about how RICS processes your personal information, including your legal rights, please see RICS' privacy policy on www.rics.org

General

This document and any document referred to in it constitutes the entire agreement between you and RICS in relation to the matters dealt with in it, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between you and RICS concerning those matters, whether written or oral.

You and RICS each agree that no representation has been made (innocently or negligently) by or on behalf of any other party or relied on by either party in relation to the subject matter of this document.

No variation of the agreement in this document shall be valid unless it is in writing and signed by or on behalf of you and RICS.

Annex 1: Nature and Scope of Data Processing Activities

To be read in conjunction with the **Data Protection** section of this document.

Subject Matter	RICS assessments
Duration	For the duration of your Appointment
Nature and Purpose	Process RICS Personal Data and other confidential data to provide independent quality assurance over the RICS assessment delivery and assessor training/standardisation process
Type of data	RICS Personal Data will consist of: Basic personal information Employment information Educational information Health information (where reasonable adjustments have had to be made to support a candidate)
Categories of data subject	The RICS Personal Data will relate to: Candidates Employers Training providers Assessors Counsellors Employees of RICS

Annex 2: Security

To be read in conjunction with the **Data Protection** section of this document.

You are privy to confidential information regarding candidates, firms, and case study projects. This information must only be used for the purposes intended to carry out the Services. This must not be discussed with anyone other than RICS.

You should keep your notes only for as long as it is necessary to ensure that the Services have been complete, typically around 3 months.

Version	Document Owner	Changes	Issue Date
1.0	RICS Education and Qualification Standards (EQS) Policy team globaleqs@rics.org	Replaces previous RICS Assessor and Chair Service Level Agreement (SLA)	June 2024
RICS reviews entry and assessment related documents annually or as required in response to feedback, changes in requirements, legislation, or practice.			