



2020 TERMS AND CONDITIONS FOR ICAS (MALAYSIA) AND THE EATS ONLINE SHOP

1. General

- 1.1. Registered Schools and all users of the EATS online shop who wish to participate in ICAS must agree to comply with the following terms and conditions.
- 1.2. Educational Assessment And Testing Services (M) Sdn Bhd (627032-U) (**EATS**), an authorized reseller of ICAS for UNSW Global Assessments (**UNSWGA**) which is a business group of UNSW Global Pty Ltd (**UNSW Global**), a wholly owned enterprise of UNSW Sydney. EATS is the owner of the EATS online shop. These terms and conditions are between EATS and each Registered School that purchases ICAS from EATS in Malaysia
- 1.3. These term and conditions are governed by, construed and take effect in accordance with the law of Malaysia.
- 1.4. EATS may vary these terms and conditions on UNSW Global's instructions from time to time without the agreement of any other party where UNSW Global considers the variation to be reasonably necessary to protect its legitimate business interests.

2. ICAS registration and student entries

- 2.1 EATS will only accept participation in ICAS by students who are enrolled in Registered Schools in Malaysia, and only from the Registered School at which students are enrolled at the time that Orders for ICAS Booklets are placed. Minimum entries is ten (10) per school per subject.
- 2.2 EATS will not accept direct requests from parents of children in Registered Schools to enroll their child in ICAS.
- 2.3 EATS will supply Registered Schools with a personalised ICAS school code and password to access the EATS online shop. A Registered School's access to the EATS online shop may be terminated, or restricted, following any breach of these terms and conditions, or in the event of an emergency.
- 2.4 EATS supplies all Registered Schools with one Teacher's Reference Copy Booklet free of charge for each year level in which the Registered School enters students for ICAS.

3. Student Year Levels

- 3.1 ICAS is for school students enrolled in Registered Schools in Malaysia.
- 3.2 Students are permitted to sit only the ICAS assessments for the year level in which they are currently enrolled at a Registered School. Notwithstanding that some ICAS Booklets have common content across year levels, students are still required to sit the ICAS assessment for their year level (for example, for Standard 6, the applicable ICAS assessment is Paper D).
- 3.3 Students may only attempt one ICAS assessment per subject.

4. Placing Orders

- 4.1 Orders for ICAS Booklets will only be accepted by EATS in accordance with these terms and conditions.
- 4.2 ICAS Booklets may be purchased by submitting an Order through the EATS online shop.
- 4.3 Registered Schools are encouraged to place Orders for the purchase of ICAS Booklets and to make payments online using the EATS online shop. An agreement for the supply of the ICAS Booklets will be created each time an Order is placed and is accepted by EATS through the EATS online shop.
- 4.4 For Orders placed via the EATS online shop, an email will be sent to the nominated email address provided at the time of Order. In certain circumstances an Order placed through the EATS online shop may be rejected. This will normally only occur if ICAS Booklets are unavailable for supply.



- 4.5 Orders to purchase ICAS Booklets for participation in ICAS must be received by EATS prior to the official Closing Date to ensure that Registered Schools receive ICAS Booklets by the official Sitting Date.
- 4.6 Payment for Orders for ICAS Booklets must be received by EATS before ICAS Booklets are dispatched.
- 4.7 If Registered Schools require additional ICAS Booklets, Orders can be placed online via the EATS online shop. Where Orders for additional ICAS Booklets are received by EATS after the official Closing Date, and a Registered School requires its ICAS Booklets before the official Sitting Date, a late entry courier fee will apply (see Schedule of Fees and Charges at Schedule A below).
- 4.8 Registered Schools should allow sufficient time for delivery of ICAS Booklets. EATS cannot guarantee that ICAS Booklets will be received by the official Sitting Date if Orders are placed after the official Closing Date.
- 4.9 EATS may cancel an Order, or part of an Order, without liability to a Registered School if:
 - 4.9.1 An ICAS Booklet is not available; or
 - 4.9.2 There is an error in the price or description listed on the Order.
- 4.10 Where an Order is cancelled, EATS will endeavour to provide the Registered School with a reasonable period of notice.
- 4.11 Registered Schools may cancel a submitted Order without charge by contacting EATS Customer Service during the designated contact hours, provided that the Order has not already been dispatched for delivery.
- 4.12 Registered Schools must check the condition of ICAS Booklets upon receipt to check that the ICAS Booklets are complete and to identify any damage. Returns of damaged ICAS Booklets will only be accepted by EATS if EATS is notified within seven (7) days of receipt of the ICAS Booklets by the Registered School and if the ICAS Booklets are returned promptly to EATS accompanied by a valid Order receipt.

5. Use of ICAS Booklets and intellectual property

- 5.1 UNSW Global, its business partners and other third parties own all copyright and other Intellectual Property Rights in ICAS including blank ICAS Booklets, completed ICAS Booklets, reports and the ICAS Data (**ICAS IP**).
- 5.2 No part of the ICAS IP may be copied, reproduced, distributed, published, communicated, reverse-engineered or sold to any person, through any medium, without the permission of the relevant Intellectual Property Rights holder
- 5.3 ICAS Booklets may only be used for students enrolled in Registered Schools to sit ICAS assessments. Registered Schools must, and must ensure that their students only use the ICAS IP for the purposes of participating in ICAS in accordance with these Terms and Conditions.
- 5.4 Photocopies of Answer Sheets in ICAS Booklets will not be accepted by EATS unless EATS has given prior written authorisation. Such authorisation may be given or refused by EATS in its absolute discretion.

6. Conduct of ICAS at Registered Schools

- 6.1 Students must sit each ICAS assessment on the official Sitting Date for that subject and the Answer Sheets and Answer Booklets must be received by EATS within seven (7) working days of the official Sitting Date.
- 6.2 If a student is absent from the Registered School in which he or she is enrolled on the official Sitting Date, the Registered School may, in its sole discretion, permit the student to sit ICAS on a day other than the official Sitting Date.
- 6.3 Students undertaking ICAS must be supervised by a registered teacher or a member of staff nominated by the principal of the Registered School in the same way as for any external examination. The supervisor must not be a person who may have, or may be perceived to have, a conflict of interest, such as a parent, guardian, relative or friend of student sitting ICAS.



7. Alternative Sitting Dates

- 7.1 Registered Schools may request Alternative Sitting Dates by submitting a completed Alternative Sitting Date request form to EATS which must be received by EATS no later than two (2) weeks before the official ICAS Sitting Date.
- 7.2 EATS may agree to a request for an Alternative Sitting Date and may impose conditions in its sole discretion. Before the Alternative Sitting Date, the principal of the Registered School (or his or her nominee) who has requested an Alternative Sitting Date must sign and return to EATS the Alternative Sitting Date Approval confirming the School's agreement to any Alternative Sitting Date conditions imposed by EATS.

8. Return of Answer Sheets and Answer Booklets

- 8.1 Answer Sheets and Answer Booklets must be received by EATS within seven (7) working days from the official Sitting Date in order for Registered Schools to receive their enrolled students' results within the advertised Reporting Period and for their enrolled students to be eligible for medals.
- 8.2 EATS will not accept responsibility for the non-delivery of a Registered School's Answer Sheets or Answer Booklets. Registered Schools are encouraged to use registered mail or courier if tracking of delivery is required.
- 8.3 EATS will destroy all hardcopy ICAS Answer Sheets and Answer Booklets three (3) months after the relevant official Sitting Date.

9. Eligibility for medals

- 9.1 Medals are only awarded when a top score in each year level in Malaysia locale is judged by EATS and UNSW Global to be sufficiently meritorious.
- 9.2 The awarding of all medals is at the sole discretion of EATS and UNSW Global.
- 9.3 To ensure the integrity of ICAS, EATS reserves the right, in its sole discretion, to investigate any fact or matter which it believes may have affected a student's performance or eligibility for the awarding of medals.
- 9.4 Students enrolled in Registered Schools who sit ICAS before the official Sitting Date with the written approval of UNSW Global are eligible for medals.
- 9.5 Students enrolled in Registered Schools who sit ICAS after the official Sitting Date are not eligible for any medals but will still receive certificates and reports.

10. Prices and charges

- 10.1 ICAS Prices are charged for each student who sits for ICAS and for each subject that they sit for. Current ICAS Prices for 2020 are:

MALAYSIA

RM45.00 - Digital Technologies, English, Mathematics and Science (per subject)

RM75.00 – Writing

- 10.2 EATS reviews ICAS Prices annually and ICAS Prices are subject to change. Registered Schools will be notified of ICAS Prices increases before the end of each calendar year.
- 10.3 Additional fees and charges apply for others services provided by EATS and for other costs incurred by EATS as set out in the Schedule of Fees and Charges at Schedule A below.

11. Payment

- 11.1 Payment for Orders for ICAS Booklets must be received by EATS before ICAS Booklets are dispatched.
- 11.2 Payments can be made by cheque, money order, Electronic Funds Transfer (EFT), Interbank GIRO (IBG), Interbank Funds Transfer (IBFT) and direct deposit. EATS will not accept cash and credit card payments.



- 11.3 Cheques and bank drafts should be made payable to 'Educational Assessment and Testing Services (M) Sdn Bhd'.
- 11.4 Online Orders:
- 11.4.1 Online orders must be placed through the EATS online shop;
 - 11.4.2 Where payment for online Orders is made via cheque or money order through the EATS online shop, the proforma invoice should be printed off and forwarded to EATS with the cheque/money order payment.
 - 11.4.3 EFT, IBG, IBFT payments are accepted for Orders placed online through the EATS online shop. A completed Order form for entries into ICAS should be retained by Registered Schools for their records. A proof of payment should be forwarded to EATS.
 - 11.4.4 Payment for online orders made via direct deposit through the EATS School Portal, the proforma invoice should be printed off and forwarded to EATS with the proof of payment.
- 11.5 Tax Invoice or Tax Receipt will only be issued by EATS upon payment.

12. Dishonoured Cheques

If a cheque payment is dishonoured, the Registered School is responsible for the bank's dishonour fee charges. EATS must be reimbursed for any dishonour fee charges by the Registered School (see Schedule of Fees and Charges at Schedule A below).

13. Refunds and credit notes

- 13.1 All refunds and credit notes must be requested in writing by the Registered School's principal or nominee or by the operator.
- 13.2 EATS will, in its sole discretion, issue either credit notes or refunds for complete, unused ICAS Booklets which are in excellent condition and suitable for re-use, and provided that they are returned to EAA within the specified time period set out below.
- 13.3 EATS will only issue refunds for unused, re-usable ICAS Booklets which are received by EATS within twenty one (21) days of the official ICAS Sitting Date and, if applicable, where the Registered School provides evidence that it has refunded a parent for the ICAS Price. An administration fee will be charged for processing refunds in these circumstances. (See the Schedule of Fees and Charges at Schedule A below).
- 13.4 EATS may, in its sole discretion, issue credit notes for complete, unused, re-usable ICAS Booklets which are either:
- 13.4.1 Received by EATS twenty one (21) days after an official ICAS Sitting Date; or
 - 13.4.2 Where a Registered School returns no more than ten (10) complete, unused ICAS Booklets, provided that those ICAS Booklets are received by EATS within three (3) months of the date of purchase; or
 - 13.4.3 Where a Registered School withdraws from ICAS prior to the official ICAS Sitting Date due to circumstances beyond its control which make its students' participation in ICAS impossible. Evidence must be provided of the circumstances leading to the withdrawal by the Registered School and all complete, unused, reusable ICAS Booklets must be promptly returned to EATS.
- 13.5 Credit notes and refunds will be processed within eight (8) weeks of receiving a request.
- 13.6 All credit notes must be used within one year of the date of issue failing which they will expire.
- 13.7 Registered Schools are responsible for the cost and risk of returning complete, unused, re-usable ICAS Booklets within the applicable time period. While the method of return is at the discretion of the Registered School, EATS recommends that Registered Schools use registered mail or courier delivery for such returns.



13.8 Refund or credit notes will not be given for Teacher's Reference Copy Booklets.

14. School and Student Report reprints

Requests for reprints of school reports, student reports (current or previous years) or certificates will incur an administration and processing fee (see the Schedule of Fees and Charges at Schedule A below).

15. Review of results

15.1 Any request to review a student's results must be made in writing to EATS and must be authorised by the principal or nominee of the Registered School. A processing fee for the review of a student's results will apply (see Schedule of Fees and Charges at Schedule A below).

15.2 UNSW Global is a quality endorsed company with ISO International Standards accreditation and must follow strict quality assurance processes and procedures. Error rates are extremely low but where an error is identified, the processing fee for a review of a student's results will be refunded.

15.3 An administration fee will be charged for requests for copies of students' Answer Sheets and Answer Booklets (see Schedule of Fees and Charges at Schedule A below).

16. Late Return of ICAS Writing Answer Booklets

ICAS Answer Booklets for the subjects Writing will only be marked if received in the period up to three (3) months after the official ICAS Sitting Date. ICAS Answer Booklets for the subject Writing which are received more than three (3) months after the official ICAS Sitting Date will not be marked.

17. Worked Solutions/Answers

17.1 EATS will supply Worked Solutions/Answers for a fee unless a Worked Solution/Answer is already available (see Schedule of Fees and Charges at Schedule A below).

17.2 Requests for Worked Solutions/Answers should be submitted to EATS using the Worked Solutions/Answers Form, available upon request to EATS.

18. Privacy Policy

18.1 All Registered School details are protected by EATS's Privacy Policy and relevant government legislation. EATS fully complies with government privacy legislation. More details may be found on EATS's website at www.eats.com.my/privacy-policy/

18.2 UNSW Global collects and creates a range of information in relation to ICAS such as student names, year levels, student results, school results and contact details of school staff (**ICAS Data**). Some of the ICAS Data may be personal information under the *Privacy Act 1988* (Cth).

18.3 UNSW Global stores, uses and modifies ICAS Data in order to generate reports, conduct research and analysis and improve its products and services. In order for UNSW Global to deliver valuable insights about student and school performance over time, UNSW Global holds ICAS Data on an ongoing basis. To the extent the ICAS Data comprises personal information, UNSW Global will hold this information for up to 15 years, after which it will de-identify the data.

18.4 With respect to each of its students who participates in ICAS, the Registered School must issue a written statement to the student's parent or guardian (for example in the student's terms of enrolment at the Registered School, as part of the ICAS payment or enrolment process or by email, letter or mobile app) containing the following words:

To analyse your child's progress effectively, our school conducts an ongoing assessment program. We collect and use a range of student data to deliver this program and do so in compliance with privacy law. ICAS forms part of the program and is a product of our partner EATS, which is licensed to deliver ICAS in Malaysia by UNSW Global Pty Limited (UNSW

Global). To deliver ICAS, we, EATS and UNSW Global need to collect and use data such as student names, year levels, student results, school results and contact details of school staff (**ICAS Data**). UNSW Global stores, uses and modifies the ICAS Data in order to generate reports, conduct research and analysis, and improve its products and services. UNSW Global will not hold or use ICAS Data that constitutes personal information for longer than 15 years. As the parent or guardian of a student who intends to sit ICAS, you consent to the school collecting the ICAS Data that relates to the student, disclosing it to EATS, EATS in turn disclosing it to UNSW Global and to UNSW Global's use of it in the manner outlined above. You also consent to the school assigning this consent to each of EATS and UNSW Global.

- 18.5 The Registered School hereby assigns to each of EATS and UNSW Global any consent (whether in written form or not) that a parent or guardian of a student provides to the Registered School in connection with the collection and use of ICAS Data relating to that student, as described in section 18.4.
- 18.6 Registered Schools will take any other action that UNSW Global reasonably requests to ensure compliance with applicable privacy law (including, if required, by distributing and collecting privacy consent forms from parents, guardians or school staff). For more information about how UNSW Global handles personal information, see the [UNSW Global Privacy Policy](#).
- 18.7 To the extent EATS offers online or hard copy reports containing ICAS Data to Registered Schools, results and other matters addressed in these reports may change depending on the date the report is generated.
- 18.8 Once a Registered School registers to make purchases on the EATS Online Shop, UNSW Global or EATS may email or otherwise contact the Registered School from time to time in order to:
- 18.8.1. deliver the products or services that the Registered School has purchased from EATS;
 - 18.8.2. share information about EATS's and UNSW Global's other products and services; and
 - 18.8.3. invite the Registered School to participate in EATS's and UNSW Global's research, marketing and promotional activities.
- 18.9 The Registered School may opt out of receiving the communications referred to in sections 18.8.2 or 18.8.3 at any time by contacting EATS and/or UNSW Global (if applicable) or, in the case of electronic messages, using the unsubscribe facility included in message.
- 18.10 EATS and/or UNSW Global may disclose ICAS Data to market research, public relations and other business partners from time to time in order to carry out on behalf of UNSW Global, marketing, research and business development activities. EATS and/or UNSW Global will ensure that to the extent this ICAS Data relates to students, it will be de-identified prior to disclosure to the business partner.

19. Liability of EATS

- 19.1 EATS makes no warranty or representation regarding the suitability of the ICAS Booklets for any particular purpose or user.
- 19.2 Where legislation implies into these terms and conditions any guarantee, condition or warranty, or provides any other rights or remedies, and that legislation voids or prohibits provisions in a contract excluding or modifying the application of or exercise of or liability under such guarantee, condition or warranty or other rights or remedies, the liability of EATS to Registered Schools or their students for any breach of the guarantee, condition or warranty or under any other rights or remedies will be limited to one or more of the following, at EATS's election: the amount paid to EATS for the Order giving rise to the liability.
- (a) replacing the ICAS product or part of the product in question with an equivalent supply of the product or part of the product; or
 - (b) repairing the ICAS product or part of the product in question; or
 - (c) paying the cost of replacing the ICAS product or part of the product, or of acquiring an equivalent product or part of the product; or
 - (d) the payment of the cost of having the ICAS product or part of product repaired.
- 19.3 To the maximum extent permitted by law:



- (a) EATS's maximum aggregate liability to a Registered School under these terms and conditions is limited to the total amount paid by that Registered School for ICAS in the 12 months preceding the event alleged to give rise to liability; and
- (b) EATS is not liable for any consequential loss alleged to be suffered by Registered Schools or by their students, including for payment of any damages, compensation or liabilities of any kind.

20. Definitions

In these Terms and Conditions, except where the contrary intention is expressed, the following definitions are used:

Alternative Sitting Date means a Sitting Date other than an official Sitting Date.

Alternative Sitting Date Approval means the written approval given by EATS to Registered Schools for an Alternative Sitting Date which may include conditions imposed by EATS and UNSW Global.

Closing Date means the date published by EATS annually on the EATS online shop by which Orders for ICAS Booklets must be made.

ICAS Booklets means the assessment booklets designed, prepared and supplied by UNSW Global for the assessment of school students and comprises ICAS Questions, Answer Sheets, and Answer Booklets.

ICAS Data has the meaning given to that term in section 18.2.

ICAS IP has the meaning given to that term in section **Error! Reference source not found.**

ICAS Prices means the prices charged by EATS for each student who sits for ICAS for each subject.

Intellectual Property Rights means all forms of intellectual property rights throughout the world including (present and future) copyright, database rights, confidential information, know-how, trade secrets, registered patents, designs, trade marks, signs, distinctive marks, devices, models, formulae, graphs, photographs, drawings, business plans, methodologies, inventions, policies, records, memoranda and notes.

Orders means orders for the purchase of ICAS Booklets for students to participate in ICAS.

Registered School means schools registered by the relevant Department of Education or its equivalent in a Malaysian State or Territory.

Reporting Period means the dates when students' ICAS results are reported to Registered Schools by EATS.

Sitting Dates means the dates published by EATS annually on the EATS online shop for when students are required to sit the ICAS assessments for each subject.

Teacher's Reference Copy Booklet means an extra ICAS Booklet supplied by EATS for each year level in which the Registered School enters students for ICAS.

EATS Customer Service means EATS's customer service team, which may be contacted through the contact details linked on the EATS Customer Service Page.

EATS Customer Service Page means the website at <https://www.eats.com.my>

EATS Online Shop means EATS's online shop linked to the EATS Customer Service Page.

Usual Business Hours means, for Malaysia-based inquiries, 9:00am to 5:00pm Malaysian Standard Time on days other than Saturdays, Sundays or public holidays in Selangor, Malaysia.

21. Contact Details

See our contact details at <https://www.eats.com.my/eats>



Schedule A

Schedule of Fees and Charges (other than ICAS Entry Prices)

The following fees and charges are in Ringgit Malaysia. These charges apply to schools in Malaysia and any international schools that enter ICAS through EATS.

4.7	Late entry courier fee	RM50.00
12.1	Dishonoured cheques administration processing fee	RM50.00
13.3	Refund/Credit note after twenty one (21) days administration fee	RM50.00
14.1	School / Student Report reprints	RM120.00 each
15.1	Review of results - Writing	RM220.00 each
15.1	Review of results - English, Mathematics, Science and Digital Technologies	RM90.00 each
15.3	Copy of an answer sheet or writing script	RM22 each
17.1	Worked solutions/answers	RM130.00
	Medal Replacement fee	RM200.00

All charges are inclusive of GST, Postage & Handling.

Contact Details

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