

ICAS Assessments – India

Terms and Conditions for Schools and Parents

Consolidated easy-read draft | Version 1.2 Effective date: [Insert following approval]

ICAS Assessments are developed and owned by Janison Solutions Pty Ltd, Australia (“Janison”). PEAR Academy Australia (“PEAR Academy”) is Janison’s authorised India partner for School engagement, registration, payment collection and local support.

Schools may register and pay for students in bulk, or Parents may register and pay online using a unique School code. Under both arrangements, the school hosts and supervises the assessment.

PEAR Academy is the first point of contact for all ICAS enquiries and complaints in India, including results, reports, certificates and medals. PEAR Academy will liaise with Janison where required and communicate the response.

Part A – Terms and Conditions for Schools

No.	Heading	Terms and Conditions
1	Registration and Payment	The school must register with PEAR Academy, provide accurate information and appoint a School Coordinator. It may pay for students in bulk or allow Parents to register and pay online using the school’s unique code (PPS). Using both options requires PEAR Academy’s approval.
2	Fees and Administrative Charges	All fees, taxes and charges will be shown in INR before payment. PEAR Academy will issue or arrange confirmations and receipts. Any School administrative fee, including collection and refund arrangements, must be agreed with PEAR Academy and disclosed to the payer.
3	School Responsibilities and Security	Schools must verify student eligibility, communicate assessment requirements, provide suitable facilities and internet access, complete technical checks, and ensure supervision by a registered teacher unless Janison approves otherwise. NIOS students must test at designated school hubs under supervision, while homeschooled students must test at PEAR Academy Test Centres under independent supervision. Students must work independently. Assessment content must not be copied or shared, and any misconduct, security breaches or technical issues must be promptly reported to PEAR Academy.
4	Accessibility Arrangements	Submit accessibility requests through PEAR Academy within Janison’s required timeframe. Janison’s existing terms require enquiries at least 10 weeks before the sitting unless a different arrangement is approved for India.
5	Eligibility Criteria	The criteria for a child/student sitting an ICAS Assessment test: Children/students may only sit the ICAS Assessment test for the same year level that they are registered in at their enrolled school, or the year above if permitted by their school (as an example a student cannot sit both year 10 Mathematics and year 11 Mathematics in the same year); Children/students can only register to one-year level per subject.
6	Results and Awards	Janison is responsible for marking, results, reports, certificates and medals. Awards follow Janison’s approved India criteria and are not guaranteed. Direct enquiries to PEAR Academy.
7	Medals Eligibility	- Students enrolled in all Registered Schools and who sit ICAS Assessments during the Sitting Period are eligible to compete for medals. - Students enrolled in Registered Home Schooling or NIOS are eligible only if they sit the test at a designated Institution hub that operate within, or are associated with, established school management structures and or at PEAR Academy centre.

	Delays Caused by school	○ Janison may award medals to a student who achieves a top score in their year level in their state or territory for the ICAS test, which Janison judges to be sufficiently meritorious. ○ To ensure the integrity of ICAS Assessments, Janison and PEAR Academy reserve the right to investigate any matter which may have affected a student's performance or eligibility for a medal. ○ If the ability to deliver the Services is delayed because the school did not fulfil its obligations under A3 (Obligation Failure), Janison: ○ will be allowed to suspend the school's access to any part of the Services until the school resolves the Obligation Failure; and ○ will be entitled to reimbursement by the school of any costs incurred by Janison as a result of the Obligation Failure. ○ Janison will not be responsible for any costs or losses incurred by the school as a result of the Obligation Failure.
8	Cancellations, Refunds and Complaints	The school must promptly inform PEAR Academy and affected Parents of cancelled or disrupted sittings. The India Refund Policy applies. Any School responsibility for refunds on Parent-paid entries must be agreed in writing. PEAR Academy handles all ICAS enquiries and complaints, liaising with Janison where required.
9	Student Data and Privacy Policy Collection and Use Storage and Overseas Processing Privacy Laws School responsibilities Children and parental consent Use of Data	The school must comply with applicable Indian data protection and privacy laws, inform Parents and obtain required consent before sharing student information. It must keep information accurate, secure and accessible only to authorised personnel ○ Retention and deletion: Janison may keep student data for the duration of the student's school life cycle, and parents can ask for it to be removed at any time. ○ Commitments on children's data: unless the parent consents, Janison will only collect what's needed for the assessment, will only share it with third parties where necessary to deliver the service, and will not use it for marketing. Personal Information may be collected and used for account registration, communications, assessment administration and delivery, reporting, analysis, product and service improvement, and relevant Janison communications, where permitted by applicable law. Personal Information provided for the Product may be transferred to, processed and stored in Australia. Janison may also engage third-party service providers, including providers located overseas, to support delivery of the Product and Services Personal Information will be handled in accordance with applicable privacy and data-protection laws, including the Digital Personal Data Protection Act, 2023 and applicable rules in India, and the Privacy Act 1988 and Australian Privacy Principles, where applicable. Schools and Authorised Users must ensure that data provided to PEAR Academy or Janison is lawfully collected and disclosed, is accurate where required, does not infringe third-party rights, and is supported by all required notices, permissions, authorisations and consents. Where Personal Information relates to a child, the school or Authorised User must obtain the consent or other lawful authority required from the child's parent or lawful guardian under applicable Indian law before providing the information for processing. By providing data through the Test Platform or in connection with a Product, the school or Authorised User grants Janison a worldwide, royalty-free, non-exclusive licence to use, copy, transmit, store and back up the data as required to provide the Product and Services and to enhance, improve and further develop its products and services.

	Student responses and content De-identified Case Studies and Marketing Rights and permissions	Student responses and other user-generated content may be used by Janison for internal business purposes connected with delivering or improving the Product and Services, including marking guides and training materials. Janison is granted a perpetual, worldwide, royalty-free licence to copy, alter, distribute, perform or display such content for these purposes. Where displayed or shared, the content will be de-identified so the student is not named. Necessary permissions relating to moral rights must also be obtained to the extent permitted by law. Janison may use aggregated and de-identified information for business purposes, including analysis, product improvement and sharing de-identified information with third-party partners. Janison will obtain the school's permission before identifying or featuring the school in a case study, report or marketing material. Schools and Authorised Users must ensure that all necessary rights, releases, permissions and consents have been obtained to provide data to PEAR Academy and Janison and permit its use in accordance with the applicable agreement, Janison Privacy Policy and applicable Indian and Australian privacy laws.
10	Prohibition and Misconduct	○ When using the Product or Services, you must: only use the Product and Services for the purpose of conducting the assessment that you have purchased; ○ ensure all students and staff use the platform at all times in accordance with these Terms and the Assessments User Guide found on the ICAS Assessments Website; ○ only allow students who meet ICAS Assessment Eligibility Criteria to sit an ICAS assessment; A5. ensure that there is a registered teacher supervising the students during an assessment; ○ ensure that any hardware or firewall restrictions do not limit you or any of your students from accessing the Product and Services; and ○ only access the Product and Services through your unique user account. ○ You are responsible and liable for any activity that happens on your account. If Janison suspects any illegal, abusive or fraudulent activity, PEAR Academy has the right to refer you to the relevant authorities and exclude students at your School, whose results have been affected by your activity, from being eligible for medals. ○ Prohibitions You must not: interfere or disrupt any technological protection measures on the Test Platform; ○ combine, integrate or otherwise use the Product or Test Platform with any other application, device, system or thing if this is not contemplated for by the Assessments User Guide unless you have written permission to do so from Janison. ○ resell, reproduce, decompile or reverse-engineer the Test Platform or Product; ○ disclose any school code or school password to any other person. If a disclosure has occurred, you must let Janison know immediately
11	Restriction of Access	Janison may restrict your access to the PPS, the Product or Test Platform: ○ if you breach these Terms; ○ for scheduled or emergency maintenance; ○ in order for Janison to rectify issues, update or improve the Product; or ○ if there is an emergency, and restriction is required as a response. Janison will use its best endeavours to schedule maintenance outside of test events as to limit any impact on the school's assessment. However, where a scheduled maintenance will cause a disruption to Product Platform, Janison will provide you with 14 days written notice. ○ If any access restrictions mean that an assessment sitting is disrupted, you are entitled to a replacement sitting date
12	Assessment Materials	ICAS content and platform materials belong to Janison or the relevant rights holders and may be used only for authorised assessments.

13	Right to change the terms	PEAR Academy reserves the right to amend these Terms at any time. All amendments to these Terms will be posted on the PEAR Academy website found at www.icas.pearacademy.org You acknowledge that it is your responsibility to regularly check the Terms for updates, because it is the terms and conditions at the time of purchase of the Product that are binding on you
14	Acceptance of Terms	An authorised School representative must accept these Terms and applicable policies before registration or purchase. Mandatory legal rights remain protected.

Part B – Terms and Conditions for Parents

These Terms apply when a Parent or legal guardian registers and pays directly through PEAR Academy's authorised ICAS India portal.

No.	Heading	Terms and Conditions
1	Registration and Payment	Register your child using the School's code. Select the correct assessment and grade, and provide accurate information. The total fee in INR, including taxes and charges, will be shown before payment. PEAR Academy will issue or arrange confirmation and a receipt or invoice.
2	School Administrative Fee	Any School administrative fee and its payment and refund arrangements will be disclosed before payment.
3	Assessment Arrangements and Rules	The School will provide assessment details, supervision and accessibility assistance. Your child must follow instructions and work independently. Assessment content must not be copied, recorded or shared.
4	Cancellations and Refunds	The India Refund Policy applies. Submit requests to PEAR Academy, which will advise on available alternative sittings, refunds or credits. Applicable legal rights remain protected.
5	Results and Awards	Janison is responsible for marking, results, reports, certificates and medals. Awards follow approved India criteria. Direct enquiries to PEAR Academy.
6	Student Information and Privacy	Read the Parent Privacy Notice and provide required permissions before submitting your child's information. Optional marketing consent will be separate.
7	Home Schooling -NIO Students	Students who are home-schooled may undertake the assessment only at an approved NIOS Hub operating in association with a school management, or at a PEAR Academy Test Centre. Assessments cannot be undertaken independently from home or at any other unapproved location.
8	Enquiries and Complaints	Direct all ICAS enquiries and complaints to PEAR Academy, which will liaise with the School or Janison as required.
9	Acceptance of Terms	By registering, you confirm your authority to register the student, the accuracy of the information provided, and acceptance of these Terms and the India Refund Policy. You also confirm that you have read the Parent Privacy Notice and provide the permissions required for your child's participation.

Part C – Refunds and Cancellations

All refund requests must be submitted to PEAR Academy, which will coordinate with Janison where approval is required.

Situation	Terms and Conditions
Registration error	Contact PEAR Academy promptly. Any correction or refund is subject to the approval of Janison Solutions and parent/school will be notified.
Change of mind or non-attendance	Once payment is made, no refund will be provided for a change of mind or student non-attendance.
School cancellation or assessment disruption	PEAR Academy will coordinate any alternative sitting, refund or credit with the school and Janison and inform affected Parents.
Refund requests	Submit all requests to PEAR Academy within the deadline stated in the India Refund Policy.
Refund recipient	Approved refunds will ordinarily be paid to the original payer—either the School or the Parent.
Administrative fees and credits	Any applicable administrative fee refund terms will be disclosed. Approved credits will state their value and expiry date.
Dispute Resolution, Governing Law and Jurisdiction	A party claiming that a dispute has arisen must give written notice to the other party specifying the nature of the dispute (Notice of Dispute). ○ Within 10 business days of receiving a Notice of Dispute, the parties must meet (in person, by telephone, or by video conference) and attempt in good faith to resolve the dispute by negotiation. ○ If the dispute is not resolved within 20 business days of the Notice of Dispute (or such longer period as the parties agree in writing), either party may refer the dispute to mediation in accordance with applicable Indian law and the rules of a mutually agreed mediation service provider. The costs of the mediator shall be shared equally between the parties unless otherwise agreed. ○ If the dispute is not resolved within 30 business days of the appointment of a mediator (or such longer period as the parties agree in writing), either party may commence legal proceedings in relation to the dispute. ○ Despite the existence of a dispute, each party must continue to perform its obligations under this agreement unless the agreement is otherwise terminated. ○ Nothing in this clause prevents a party from seeking urgent injunctive or declaratory relief from a court of competent jurisdiction where that party reasonably considers it necessary to protect its interests. Governing Law For Products and Services supplied by PEAR Academy in India, these Terms and Conditions and any dispute arising from or in connection with them are governed by the laws of India. Jurisdiction For Products and Services supplied by PEAR Academy in India, and subject to any mandatory rights available under applicable law, the parties submit to the jurisdiction of the competent courts of Bengaluru, Karnataka, India. Janison Terms Where a Product or Service is provided through or in conjunction with Janison, the applicable Janison terms, policies and contractual requirements continue to apply. Nothing in these Terms and Conditions is intended to limit or alter Janison's rights or obligations under those applicable terms, except to the extent necessary to comply with applicable Indian law.

Part D – Parent Privacy Notice

The Parent Privacy Notice must be provided before a School or Parent submits student information.

Area	Privacy Notice
Information collected	Information collected for registration and assessment will include the student's name, School, grade, assessment, responses and results, and relevant Parent contact, payment and accessibility details.
How information is used	Information is used to manage registration, payments, assessments, marking, reports, certificates, awards, security and enquiries. Any other use will be separately disclosed.
School registration and Parent consent	Before sharing student information, the school must comply with applicable Indian data protection and privacy laws, provide Parents with this Notice and obtain any required consent. Parent-direct registration will include the relevant notice and consent process.
Sharing and overseas processing	Information is shared with Janison Solutions in Australia who are the authorised service providers for assessment purposes, in accordance with applicable law.
Security and retention	The School, PEAR Academy and Janison must protect student information within their respective roles and retain it only as required for lawful purposes.
Marketing	Registration does not authorise unrelated marketing. Any optional marketing consent will be requested separately.
Privacy enquiries	Parents should contact PEAR Academy for privacy enquiries. PEAR Academy will liaise with Janison, or the school as required. Any legally required direct privacy or grievance contact will also be provided.

Part E – Responsibilities at a Glance

Activity	School	PEAR Academy	Janison
Registration	Coordinates student participation	Manages registration support and confirms entries	Provides relevant assessment systems
Payment	Pays in bulk or directs Parents to the portal	Collects payments through authorised payment gateway through the website.	Role subject to agreed commercial arrangements
Facilities and supervision	Responsible	Provides local support on test day	Issues assessment instructions
Assessment content and platform	Follows instructions	Coordinates support	Responsible
Marking, reports and awards	Communicates with students and Parents as appropriate	Handles all enquiries and communicates responses	Responsible for marking, reporting and award decisions
Refunds and complaints	Provides relevant information	First point of contact; coordinates resolution	Responds to matters within its responsibility
Student information	Provides and protects information lawfully	Handles information within its agreed role	Handles information within its agreed role

Part F – Acceptance and Contact

Registration Portal.

Registration route	Acceptance wording
School	"I confirm that I am authorised to register this School and have read and agree to the ICAS Assessments India Terms and Conditions for Schools and the applicable policies."
Parent – Terms and Conditions	"I confirm that I am the student's parent or legal guardian and have read and agree to the ICAS Assessments India Parent Registration and Payment Terms and the India Refund Policy."
Parent – Privacy Notice	"I confirm that I have read and understood the Parent Privacy Notice and provide the permissions required for my child's registration and participation in ICAS Assessments."