



# SINGAPORE ABILITY SCALES

NIE International Pte Ltd  
National Institute of Education, Nanyang Technological University  
Admin Block, NIE1-01-08, 1 Nanyang Walk, Singapore 637616

## Terms and Conditions of Sale and Use of Singapore Ability Scales (SAS)

**Effective: May, 2021**

**IMPORTANT NOTE:** These Terms and Conditions of Use govern the sale and purchase, and use of, the Singapore Ability Scales ("SAS"), published by the Government of the Republic of Singapore as represented by the Ministry of Education, Singapore ("MOE" or "us") unless otherwise noted. These Terms and Conditions of Use are subject to change without notice; the Terms and Conditions of Use posted and applicable at the time of order shall govern each order.

### **1A. Sale of SAS**

MOE and NIE International will only sell the SAS to persons that are eligible to purchase the SAS, being persons who have the appropriate professional qualifications and who have successfully completed the relevant training by NIE International. MOE and NIE International reserves the sole right not to sell the SAS to any person.

### **1. Acceptance of Terms and Conditions of Use**

Sales of the SAS by MOE and NIE International and the purchase and use of the SAS by the Customer are conditioned upon acceptance of these Ts & Cs. The Customer agrees to these Ts & Cs by signing the Undertaking regarding Use of the Singapore Ability Scales ("**Undertaking**") or otherwise paying for and using the SAS.

The Undertaking and these Ts & Cs constitute the entire agreement between MOE and the Customer with regard to the sale, purchase and use of the SAS. If any provision of these Ts & Cs is found to be illegal or unenforceable, that provision shall be read down to the extent necessary to overcome the difficulty and the remaining provisions will be enforced.

These Ts & Cs are subject to change without notice. The Ts & Cs published and applicable at the time of order shall govern the Customer's use of the SAS. The laws of the Republic of Singapore will govern these Ts & Cs, and the Customer, MOE and NIE International agree to submit to the exclusive jurisdiction of the Singapore courts.

### **2. No Warranty and Indemnity**

MOE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SAS. ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED.

The Customer shall indemnify and keep indemnified MOE and NIE International against any and all Losses sustained, incurred, paid by or suffered by MOE and NIE International arising out of or in connection with the Customer's purchase and use of the SAS otherwise than in accordance with the Undertaking and these Ts & Cs, unless the Customer can show that it is was due to the gross negligence, fraud, bad faith or wilful misconduct of MOE or NIE International respectively.

### **3. Limitation of Liability and Limitation on Claims**

IN NO EVENT WILL MOE OR NIE INTERNATIONAL BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR SPECIAL DAMAGES ARISING OUT OF THIS AGREEMENT, PURCHASE OR USE OF THE SAS. NOTWITHSTANDING ANY OTHER PROVISION OR AGREEMENT BETWEEN THE CUSTOMER AND MOE OR NIE INTERNATIONAL, MOE'S AND NIE INTERNATIONAL'S RESPECTIVE TOTAL LIABILITY TO ANY PARTY, ARISING OUT OF THIS AGREEMENT, PURCHASE, OR USE OF THE SAS, EXCEPT AS IT RELATES TO MOE'S OR NIE INTERNATIONAL'S WILLFUL MISCONDUCT, WILL NOT EXCEED THE AMOUNT PAID BY THE CUSTOMER FOR THE SAS OR SERVICES.

### **4. Use of SAS**

The Customer agrees that it is the Customer's responsibility to use the SAS in accordance with the Undertaking, these Ts & Cs.

The Customer understands and agrees that the SAS is intended to be used as a tool in the overall assessment process, and is not designed to be used alone or to replace the Customer's professional judgment.

MOE and NIE International is not responsible for any claims or damages incurred in connection with the Customer's or any third party's use or misuse of the SAS. Unless otherwise indicated, the SAS is not sold for self-guidance, nor to any individual or organisation engaged in testing and counselling by any remote method. The Customer must agree to guard against the improper use of the SAS in order to retain the right to purchase the SAS. To protect their security and value, the SAS may not be resold, re-licensed, transferred or otherwise further distributed. Reselling on any online site or by any other method is strictly prohibited and will disqualify the reseller from future purchases of the SAS.

In the event the SAS purchased by the Customer are no longer required, they must be disposed of in accordance with the guidelines on the disposal of the test kits and protocols published on the SAS website at [www.singaporeabilityscales.sg/support](http://www.singaporeabilityscales.sg/support).

The Customer's purchase of SAS does not grant the Customer a right to reproduce additional copies of materials or content or enter any content into a computer medium, such as a non-MOE scoring system or software. No adaptations, translations, modifications, or special versions may be made. Violation of these Ts & Cs may result in the revocation of the Customer's right to purchase as a Certified User.

## 5. Copyright

The SAS is protected by various intellectual property laws, including copyright and trademark. Printing or reproducing copyright-protected materials or content, whether the reproductions are sold or furnished free for use, including reproduction of test items, scales, scoring algorithms, scored directions, or other content, is strictly prohibited by law and by these Ts & Cs.

## 6. Force Majeure

Non-performance of the Customer, MOE or NIE International shall be excused to the extent that performance is rendered impossible by strike, fire, flood, act of God, war, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing party and not due to its fault or negligence.

## 7. Export Law Assurance

If the SAS(s) ordered from MOE and NIE International have been rightfully obtained within Singapore, the Customer agrees and certifies that neither the SAS nor any technical data received by the Customer from MOE or NIE International will be exported outside of Singapore, except as authorised by the laws and regulations of Singapore.

## 8. Test Security

The Customer agrees to comply with the following basic principles of minimum test security:

- Test takers must not be coached using the test or receive test answers before beginning the test.
- Test materials (text or graphic image) may not be reproduced in any manner electronically or otherwise without the prior written permission of MOE.
- Access to test materials must be limited to Certified or Supervised Users of the SAS with a responsible, professional interest who agree to safeguard their use.
- To protect their security and value, test materials and scoring keys must be kept in locked files or storage cabinets accessible only to authorised personnel.
- Test materials and scores may be released only to persons qualified to interpret and use them properly.
- If a test taker or the parent of a minor child who has taken a test wishes to examine test responses or results, the parent or test taker may be permitted to review the test and the test answers in the presence of a representative of the school, college or institution that administered the test.
- Test materials must not be resold, re-licensed, transferred or otherwise redistributed for any purpose.

## 9. Payment

All prices are subject to change without notice and are inclusive of the applicable Goods and Services Tax (GST) for Customers within Singapore. Price changes will not affect orders in respect of which MOE or NIE International has already sent to the Customer an order confirmation.

Payment must be made within 3 working days to NIE International via PayNow. NIE International reserves the right to terminate the sales of the SAS to the Customer if the payment is not paid in full. Payment must be made in Singapore dollars.

## 10. Self-collection and Delivery

Upon agreement between Customers and NIE International, self-collection of the SAS can be arranged. NIE International reserves the right to terminate the sales if the Customer fails to collect the product within 7 days of the date of the collection notice.

Test materials are delivered by traceable means via ground delivery unless special delivery is requested. Unless otherwise agreed in writing, NIE International reserves the right to select the route and mode of transportation. Orders that include a specific delivery date and/or time and route will be treated as authorising special delivery charges if accelerated delivery is needed to meet the required date. Please allow 10 days for delivery of test materials after receipt of an order.

In the case where the delivery location specified by the Customer is unable or unwilling to accept the delivery, the test materials will be returned to NIE International. The Customer will be charged additionally for any redelivery.

## 11. Restrictions of Sale

Sales of the SAS is restricted to the Customer. NIE International shall not recognise the transfer of rights to purchase from the Customer to another buyer. NIE International retains the rights to terminate the sales of the SAS if the Customer is not a Certified User of the SAS.

NIE International has the right to limit the sales of the SAS to the Customer. The limit may time to time be changed at NIE International's sole discretion.

The distribution of the SAS is limited to Singapore only, and therefore all purchase orders will only be delivered within Singapore.

## 12. Qualifications

The SAS is a carefully developed assessment instrument that requires specialised training to ensure its appropriate professional use. Eligibility to purchase the SAS, therefore, is restricted to individuals with specific training and experience in a relevant area of assessment. These standards are consistent with the professional and ethical standards of a variety of professional organisations. These organisations whose members use tests are diverse, they include but are not limited to such organisations as the Singapore Psychological Society (SPS). Globally these organisations include the National Association of School Psychologists (NASP), the British Psychological Society (BPS) and the Australian Health Practitioner Regulation Agency (AHPRA).

MOE and NIE International are committed to upholding these standards, and reserve the right to require additional evidence of the Customer's qualifications. MOE and NIE International has the sole right to determine whether the Customer is qualified and under what classification. In addition, MOE and NIE International retain the right to withhold or withdraw approval for test license where there is evidence of violation of commonly accepted testing practices or any of the Ts & Cs.

Note: The SAS is not licensed for self-guidance, nor to any individual or organisation engaged in testing and counselling by mail. Test users must agree to guard against the improper use of the SAS in order to retain the right to use the SAS.

Test materials may not be resold or otherwise distributed, or used as tools for performance coaching or to design performance coaching materials.



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### 13. Trademarks

Any unauthorised use of MOE's trademarks is strictly prohibited. Requests to use any trademark should be addressed to:

Ministry of Education (MOE)  
Psychological Services Branch  
51 Grange Road  
Singapore 249564

MOE reserves the right to amend these policies at any time.

### 14. Definitions and Notes

- a. "Ts & Cs" means these Terms and Conditions
- b. "SAS(s)" means Singapore Ability Scales and related materials (including but not limited to administration and user reference materials, protocols and manipulatives) published, supplied or made available by MOE pursuant to these Ts & Cs.
- c. "Certified User of the SAS" means a person who is an independent user of the SAS, and have completed the "SAS Certified User Training Programme" conducted by NIE International.
- d. "Supervised User of the SAS" means a person who administers the SAS in the context of a planned supervisory relationship with a Certified User of the SAS.
- e. "Customer" means the purchaser and Certified User of the SAS, whose eligibility to purchase and use the SAS is determined by MOE in its sole discretion, who are individually and collectively referred to as "Customer."
- f. "Losses" means all liabilities, losses, damages, actions, claims, demands, costs (including legal costs on a full indemnity basis and experts' and consultants' fees), settlement sums and sums paid in satisfaction of court, arbitral or expert award.