

Rules for IB World Schools: Diploma Programme



Article 1: Scope

The International Baccalaureate Organization (hereinafter “the IB Organization”) is a foundation that has developed and offers three programmes of international education entitled the “Primary Years Programme” (PYP), the “Middle Years Programme” (MYP) and the “Diploma Programme”. It authorizes schools to offer one or more of these programmes to its students.

An IB World School® is a school that has been authorized by the IB Organization to offer one or more of its programmes.

This document describes the rules that apply to those schools that have been authorized as IB World Schools to offer the Diploma Programme.

When used herein the term “legal guardians” encompasses parents and individuals with guardianship of any IB student enrolled in the Diploma Programme. If a student (hereinafter “candidate(s)”) is of legal age, the school’s duties towards legal guardians specified herein also apply towards the candidate.

Article 2: Acceptance of IB Organization regulations and procedures

IB World Schools (hereinafter “school(s)”) agree to comply with the *General regulations: Diploma Programme* and with the procedures as set out in the current *Handbook of procedures for the Diploma Programme* (formerly the *Vade Mecum* and hereinafter “handbook”) that governs the administration of the Diploma Programme.

Article 3: Reference to the IB Organization’s function and its programmes

- 3.1 The IB Organization is independent from schools. Schools must make it clear to the relevant authorities and legal guardians that:
 - a. the sole responsibility for the implementation and quality of teaching of the Diploma Programme rests with the school
 - b. the sole responsibility for any shortcomings in the implementation or quality of teaching of the Diploma Programme is borne by the school
 - c. the award of the International Baccalaureate diploma (hereinafter “IB diploma”) or certificate(s) is the sole prerogative of the IB Organization and not of the school.
- 3.2 A school is entitled to present itself as an IB World School and to use the “IB World School” logo only in connection with the IB programme(s) that it has been authorized to teach. This right lapses immediately if authorization is withdrawn.

Article 4: Responsibilities of the IB Organization

- 4.1 The IB Organization will allow IB World Schools to deliver the Diploma Programme and to use the related materials under the conditions provided in these *Rules for IB World Schools: Diploma Programme*.
- 4.2 The IB Organization will establish assessment procedures and administer examinations where applicable and will ensure their integrity.

Article 5: Responsibilities of schools

- 5.1 Schools are responsible for ensuring that they can implement the Diploma Programme in conformity with the school’s obligations under local and national laws.
- 5.2 Schools are responsible for the quality of teaching of the Diploma Programme, and they undertake to hold the IB Organization harmless with regard to any legal action taken by candidates or their legal guardians as a result of any shortcomings.
- 5.3 Schools must ensure that the Diploma Programme is properly funded, is effectively delivered and is administered according to the regulations and procedures of the IB Organization. Each school must appoint a Diploma Programme coordinator to administer the programme and give him or her the opportunity to attend training workshops that have been approved by the IB Organization.

- 5.4 It is the policy of the IB Organization to make its examinations available to all candidates from IB World Schools who have fulfilled the school's academic requirements to register for IB examinations. No candidate will be excluded by the IB Organization on the grounds of nationality, ethnicity, culture, gender, sexual orientation, religious affiliation, disability or infirmity. The IB Organization will make all reasonable efforts to enable candidates to participate in its assessments. A number of special arrangements are outlined in the document *Candidates with special assessment needs* and in the handbook.
- 5.5 Schools must implement their duties under these rules in a manner that enables the foregoing policy to be upheld.
- 5.6 It is the school's responsibility to determine whether it can enroll a candidate with special needs into the Diploma Programme. Schools must ensure that legal guardians and candidates themselves are aware of the special arrangements for assessment made by the IB Organization for candidates with special needs. A school must not make special arrangements for assessment without the IB Organization's prior approval.
- 5.7 Schools must ensure that teachers of the Diploma Programme are knowledgeable about the curriculum and assessment requirements set out in the Diploma Programme guides and supporting materials. To this end, it is the school's responsibility to obtain all relevant up-to-date Diploma Programme guides and supporting materials from the IB Organization and to provide opportunities for teachers of the Diploma Programme to attend training workshops that have been approved by the IB Organization.
- 5.8 Schools are responsible for ensuring that legal guardians and candidates are properly informed of all Diploma Programme requirements, notably the content of the curriculum, and all relevant aspects of examinations and assessment, and for ensuring that candidates are registered for examinations in an accurate and timely manner according to the deadlines in the current handbook. It is the function of schools to administer diligently those aspects of the organization of the examinations for which they are responsible in accordance with the procedures described in the handbook.
- 5.9 When candidates enroll in the programme, schools have the duty to supply candidates and legal guardians with a copy of the *General regulations: Diploma Programme*. Schools undertake to hold the IB Organization harmless with regard to any legal action taken by candidates or their legal guardians in which non-receipt of the *General regulations: Diploma Programme* constitutes one of the grounds of such action.
- 5.10 Under article 5 of the *General regulations: Diploma Programme*, candidates retain copyright in materials submitted for assessment purposes, but are deemed to grant the IB Organization a non-exclusive, charge-free, worldwide licence to reproduce the materials under certain conditions. However, they have the right to claim exclusive copyright in their work, which they may choose to do under exceptional circumstances. The school must facilitate this claim on request, in accordance with the procedure described in the current handbook.
- 5.11 Schools must ensure that all fees are paid in accordance with the scales of fees and timetable for payments currently set by the IB Organization.
- 5.12 For use of the IB Organization's secure online services, notably IBNET, IBIS and the online curriculum centre (OCC), schools must control the allocation and use of usernames and passwords and ensure that teachers are aware of the terms and conditions.

Article 6: Review and evaluation procedures

- 6.1 Schools must be open to visits from representatives of the IB Organization for reviews of a school's implementation of the Diploma Programme. These visits can be made at any time with reasonable advance notice. The IB Organization will also conduct unannounced inspections of schools during periods of examinations in order to monitor compliance with the *General regulations: Diploma Programme* and the current handbook.
- 6.2 A general evaluation of a school's implementation of the Diploma Programme normally occurs at five-year intervals. Schools are expected to conduct a self-study in preparation for this evaluation process.
- 6.3 Schools are expected to have a mechanism in place to respond to the recommendations and, where appropriate, matters to be addressed in the evaluation report.

Article 7: University recognition

The IB Organization actively promotes wide recognition and acceptance of the IB diploma as a basis for entry to courses at universities and other institutions of higher education, but the requirements of individual institutions and the relevant authorities of a country are subject to change beyond the IB Organization's control. The schools,

therefore, have the duty to make it clear, including in relevant documents such as enrollment forms or promotional literature, to all legal guardians that the recognition of an IB diploma by a specific university and the relevant authorities of a specific country cannot be guaranteed. The schools are also responsible for informing legal guardians about the specific requirements for recognition in all countries and universities where such requirements exist, particularly as they affect subject choice in the Diploma Programme. The schools are solely responsible for the consequences of any failure to clarify the foregoing points with legal guardians and the schools undertake to hold the IB Organization harmless with regard to any legal action taken by candidates or legal guardians as a result of any such omission.

Article 8: Property and copyright of the IB Organization

- 8.1 The content of the curriculum and its assessment for all of the IB Organization's academic programmes (PYP, MYP and Diploma Programme), as well as all materials produced by the IB Organization in any form relating thereto, remain the sole property of the IB Organization and are protected by copyright. Consequently, a school is not entitled to create any courses of its own that are derived from an IB curriculum and/or materials, no matter whether the courses are deemed by the school to be ancillary to or preparatory to an academic programme of the IB Organization.
- 8.2 Furthermore, the IB Organization is the owner of internationally registered trademarks, including its logos and the word devices in its official languages of "International Baccalaureate", "IB World School" and "IB" in various forms. Consequently, a school is not entitled to use the terms "International Baccalaureate" or "IB" (in any language) to identify its own courses and may only make reference to the "International Baccalaureate" or "IB" in relation to its own courses if the school clearly explains in its communications and marketing materials that such courses are not developed or endorsed by the IB Organization.
- 8.3 A school's authorization hereunder encompasses a non-exclusive right to teach the Diploma Programme and to use the related materials supplied by the IB Organization within the limits and in the form defined in the *Rules and policy for use of the IB's intellectual property* (hereinafter "IB Organization's IP policy"), as updated from time to time. This right is limited to the delivery of the programme within that school alone.
- 8.4 Subject to the conditions of the IB Organization's IP policy, a school's authorization to teach the Diploma Programme also encompasses a non-exclusive right to:
- a. use the "IB World School" logo on its school's stationery, publications, website and non-commercial promotional material in connection with the IB programme it is authorized to offer
 - b. request from the IB Organization and use the IB Organization's graphic of the Diploma Programme model
 - c. make copies of official programme documentation in part, or whole, for use by their teachers; or post on the school's access-restricted website for their school community the electronic file of such documentation if published by the IB Organization on IBNET, IBIS or on the OCC for teaching or information purposes
 - d. make copies of official programme documentation, as above, for use within the school community, including materials prepared by the IB Organization specifically for candidate use or to inform legal guardians, excluding examination papers for an examination session sent to the school for candidates sitting a Diploma Programme examination.
- 8.5 Schools must not otherwise reproduce any materials from the IB Organization or use its logos in any form (paper or electronic) without prior written consent from the IB Organization.
- 8.6 All the rights granted in articles 8.3 and 8.4 are granted only for the period of validity of the school's authorization and lapse automatically when the authorization ends.

Article 9: Copyright in materials submitted to the IB Organization

- 9.1 Candidates retain copyright in all materials submitted for assessment purposes, but by submitting those materials, and subject to article 9.2, candidates thereby grant the IB Organization a non-exclusive, charge-free, worldwide licence, for the duration of the statutory copyright protection, to reproduce submitted materials in any medium for assessment, educational, training and/or promotional purposes relating to the IB Organization's activities, or to those related activities of which it approves.

- 9.2 Under exceptional circumstances and by means of a written notification, candidates may withdraw this licence to the IB Organization to use a specific piece of work as provided in article 9.1. The school must facilitate this notification on request, in accordance with the procedure described in the current handbook. In these cases, the IB Organization will use the material only for assessment purposes.
- 9.3 From time to time, candidate material will include assessment tasks that have been created by teachers within the terms of their contract of employment and that are the copyright of the school. By submitting such material, the school is granting to the IB Organization a non-exclusive, charge-free, worldwide licence, for the duration of the statutory copyright protection, to reproduce submitted materials in any medium for assessment, educational, training and/or promotional purposes relating to the IB Organization's activities, or to those related activities of which it approves.
- 9.4 Where materials submitted to the IB Organization contain third-party copyright material, information about the source should be included in the submission to enable the IB Organization, if necessary, to seek permission from the copyright holder to use the material.
- 9.5 Where materials are submitted to the IB Organization by a school for approval as a school-based syllabus and are subsequently developed collaboratively with the IB Organization, the guide to the syllabus, once authorized as an IB diploma subject, becomes the copyright of the IB Organization.

Article 10: Withdrawal of authorization

- 10.1 A school's authorization to teach the Diploma Programme may be withdrawn if:
 - a. a school has breached any of its duties under these rules
 - b. the IB Organization is not satisfied that the school is implementing the programme according to the *Programme standards and practices*
 - c. the school has failed to observe the requirements for administering the programme and examinations as described herein and in the relevant IB Organization documentation
 - d. the school fails to take reasonable steps to protect the IB Organization's intellectual property rights and to prevent use that is contrary to the IB Organization's IP policy
 - e. fees remain unpaid to the IB Organization despite reminders having been sent
 - f. a school refuses to accept any standard amendment to these *Rules for IB World Schools: Diploma Programme*, that is, any amendment that is decided by the IB Organization and is applicable to all schools.
- 10.2 In all cases the school will receive written notice that it has six months to remedy the situation, failing which the authorization will be withdrawn.
- 10.3 Any decision to withdraw authorization to teach the Diploma Programme is taken by the director general of the IB Organization. The director general's decision is not subject to appeal and will take effect from the beginning of the school year following the decision, except that the teaching of the Diploma Programme may continue until candidates already enrolled in the programme on the date the decision of termination is received by the school have had the opportunity to take their examinations.

Article 11: Termination by schools

A school may terminate its authorization to teach the Diploma Programme by giving six months' notice, to take effect from the beginning of the next school year, except that the teaching of the Diploma Programme shall continue until candidates already enrolled in the programme have had the opportunity to take their examinations. Fees remain payable to the IB Organization until the teaching has ended.

Article 12: Entry into force and duration

This version of the *Rules for IB World Schools: Diploma Programme* shall enter into force on 1 September 2007 for May session schools, for all candidates enrolling in the programme from August/September 2007, or 1 January 2008 for November session schools, for all candidates enrolling in the programme from January/February 2008, and shall remain applicable to all schools until amended.

Article 13: Governing law

Swiss law governs these *Rules for IB World Schools: Diploma Programme* and all other documents relating to authorization to teach the Diploma Programme.

Article 14: Arbitration of disputes

Any dispute arising from or in connection with these *Rules for IB World Schools: Diploma Programme* or any other document relating to the authorization to teach the Diploma Programme shall be finally settled by one arbitrator in accordance with the *Swiss Rules of International Arbitration* of the Swiss Chambers of Commerce. The seat of the arbitration shall be Geneva, Switzerland. The proceedings shall be confidential and the language of the arbitration shall be English.

Geneva, 1 August 2007