

Rules for IB World Schools: Middle Years 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 MYP.

When used herein the term “legal guardians” encompasses parents and individuals with guardianship of any IB student enrolled in the MYP.

Article 2: Acceptance of IB Organization regulations and procedures

IB World Schools (hereinafter “school(s)”) agree to comply with the *General regulations: Middle Years Programme* and with the procedures as set out in the current *MYP coordinator’s handbook* that governs the administration of the MYP.

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 MYP rests with the school
 - b. the sole responsibility for any shortcomings in the implementation or quality of teaching of the MYP is borne by the school
 - c. the award of the MYP certificate and MYP record of achievement 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 This right lapses immediately if authorization is withdrawn.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 MYP and to use the related materials under the conditions provided in these *Rules for IB World Schools: Middle Years Programme*.
- 4.2 The IB Organization will establish and administer assessment procedures where applicable and will ensure their integrity.

Article 5: Responsibilities of schools

- 5.1 Schools are responsible for ensuring that they can implement the MYP in conformity with the school’s obligations under local and national laws.
- 5.2 Schools are responsible for the quality of teaching of the MYP, and they undertake to hold the IB Organization harmless with regard to any legal action taken by legal guardians as a result of any shortcomings.
- 5.3 Schools must ensure that the MYP is properly funded, is effectively delivered and is administered according to the regulations and procedures of the IB Organization. Each school must appoint an MYP 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 school’s responsibility to determine whether it can enroll a student with special needs into the MYP. Schools must ensure that legal guardians and students themselves are aware of the special arrangements for assessment made by the IB Organization for students with special needs. A school must not make special arrangements for assessment without the IB Organization’s prior approval.

- 5.5 Schools must ensure that teachers of the MYP are knowledgeable about the curriculum framework, assessment guidelines and requirements, including the standards and practices for the implementation of the programme as set out in the *General regulations: Middle Years Programme*, the current *MYP coordinator's handbook* and all other MYP guides and supporting materials. To this end, it is the school's responsibility to obtain all relevant up-to-date MYP guides and supporting materials from the IB Organization and to provide opportunities for teachers of the MYP to attend training workshops that have been approved by the IB Organization.
- 5.6 Where schools opt for MYP certification through external moderation, they are responsible for ensuring that legal guardians and students are properly informed of all MYP assessment procedures and of conditions for the award of the MYP certificate and the MYP record of achievement. They are responsible for ensuring that students who opt for IB Organization-validated grades are registered in an accurate and timely manner. It is the function of schools to administer diligently those aspects of the organization of the assessment procedures for which they are responsible according to the current *MYP coordinator's handbook*.
- 5.7 When students enter the programme, schools have the duty to supply legal guardians with a copy of the *General regulations: Middle Years Programme*. Schools undertake to hold the IB Organization harmless with regard to any legal action taken by students or their legal guardians in which non-receipt of the *General regulations: Middle Years Programme* constitutes one of the grounds of such action.
- 5.8 Under article 4 of the *General regulations: Middle Years Programme*, students 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 *MYP coordinator's handbook*.
- 5.9 If the IB Organization requests student materials for purposes other than assessment purposes, schools are responsible for obtaining prior written permission from the student, which, in effect, grants the IB Organization a non-exclusive, charge-free, worldwide licence, for the duration of the statutory copyright protection, to reproduce the submitted materials in any medium for educational, training and/or promotional purposes relating to the IB Organization's activities, or to those related activities of which it approves.
- 5.10 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.
- 5.11 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 MYP. These visits can be made at any time with reasonable advance notice.
- 6.2 A general evaluation of a school's implementation of the MYP, which includes a visit, normally occurs four years after the initial authorization and then 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: Property and copyright of the IB Organization

- 7.1 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, **over and above those units of work within the framework of the MYP**, 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.
- 7.2 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.

- 7.3 A school's authorization hereunder encompasses a non-exclusive right to teach the 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.
- 7.4 Subject to the conditions of the IB Organization's IP policy, a school's authorization to teach the MYP also encompasses a non-exclusive right to:
- 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
 - request from the IB Organization and use the IB Organization's graphic of the MYP model
 - 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
 - make copies of official programme documentation, as above, for use within the school community, including materials prepared by the IB Organization specifically for student use or to inform legal guardians.
- 7.5 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.
- 7.6 All the rights granted in articles 7.3 and 7.4 are granted only for the period of validity of the school's authorization and lapse automatically when the authorization ends.

Article 8: Copyright in materials submitted to the IB Organization

- 8.1 Students retain copyright in all materials submitted for assessment purposes, but by submitting those materials, and subject to article 8.2, students 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.
- 8.2 Under exceptional circumstances and by means of a written notification, students may withdraw this licence to the IB Organization to use a specific piece of work as provided in article 8.1. The school must facilitate this notification on request, in accordance with the procedure described in the *MYP coordinator's handbook*. In these cases, the IB Organization will use the material only for assessment purposes.
- 8.3 From time to time, student 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.
- 8.4 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.

Article 9: Withdrawal of authorization

- 9.1 A school's authorization to teach the MYP may be withdrawn if:
- a school has breached any of its duties under these rules
 - the IB Organization is not satisfied that the school is implementing the programme according to the *Programme standards and practices* document
 - the school has failed to observe the requirements for administering the programme and assessment procedures as described herein and in the relevant IB Organization documentation
 - the school fails to take reasonable steps to protect the IB Organization's intellectual property rights and to prevent any 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: Middle Years Programme*, that is, any amendment that is decided by the IB Organization and is applicable to all schools.
- 9.2 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.
- 9.3 Any decision to withdraw authorization to teach the MYP 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 MYP may continue until students already registered for IB Organization moderation have had the opportunity to obtain IB Organization-validated grades.

Article 10: Termination by schools

A school may terminate its authorization to teach the MYP by giving six months' notice, to take effect from the beginning of the next school year, except that the teaching of the MYP shall continue until students already registered for IB Organization moderation have had the opportunity to obtain IB Organization-validated grades. Fees remain payable to the IB Organization until the teaching has ended.

Article 11: Entry into force and duration

This version of the *Rules for IB World Schools: Middle Years Programme* shall enter into force on 1 September 2007 for June session schools or 1 January 2008 for December session schools, and shall remain applicable to all schools until amended.

Article 12: Governing law

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

Article 13: Arbitration of disputes

Any dispute arising from or in connection with these *Rules for IB World Schools: Middle Years Programme* or any other document relating to the authorization to teach the MYP 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