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# Rules for IB World Schools

For use from 1 October 2024



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The International Baccalaureate Organization (known as the IB) offers four high-quality and challenging educational programmes for a worldwide community of schools, aiming to create a better, more peaceful world. This publication is one of a range of materials produced to support these programmes.

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## IB mission statement

The International Baccalaureate aims to develop inquiring, knowledgeable and caring young people who help to create a better and more peaceful world through intercultural understanding and respect.

To this end the organization works with schools, governments and international organizations to develop challenging programmes of international education and rigorous assessment.

These programmes encourage students across the world to become active, compassionate and lifelong learners who understand that other people, with their differences, can also be right.



# Rules for IB World Schools

## Article 1: Scope

- 1.1 International Baccalaureate Organization (hereinafter together with its affiliates “IB”) is a foundation that has developed and offers four programmes of international education: the Primary Years Programme (“PYP”), the Middle Years Programme (“MYP”), the Diploma Programme (“DP”) and the Career-related Programme (“CP”) (collectively hereinafter “IB programmes”). It authorizes schools (known as IB World Schools and hereinafter “schools”) to offer one or more of these programmes to its students.
- 1.2 This document describes the rules that apply to those schools that have been authorized by the IB to offer one or more of the IB programmes. Where a rule applies to one or more, but not all, IB programmes, that has been indicated.
- 1.3 When used herein the term “legal guardians” encompasses parents and individuals with guardianship of any student enrolled in an IB programme. If a student is of legal age, the school’s duties towards legal guardians specified herein also apply towards the student.

## Article 2: Compliance with the IB’s requirements and applicable laws

- 2.1 Schools agree to comply with the following publications which govern the administration of the programme(s) offered at the school:
  - a. *Rules for IB World Schools* (this document)
  - b. MYP, DP, CP: *General regulations*
  - c. *Programme standards and practices*
  - d. the IB’s “Rules for use of IB Intellectual Property” (available on the website at [ibo.org/terms-and-conditions/intellectualproperty](http://ibo.org/terms-and-conditions/intellectualproperty))
  - e. the IB’s online terms and conditions (available at [ibo.org/terms-and-conditions](http://ibo.org/terms-and-conditions))
  - f. MYP, DP, CP: *Assessment procedures* for the IB programme(s) offered by the school
- 2.2 Schools agree to comply with the following documents relevant to the IB programme(s) offered at the school:
  - a. *The Primary Years Programme: From principles into practice*
  - b. *The Middle Year Programme: From principles into practice*
  - c. *The Diploma Programme: From principles into practice*
  - d. *The Career-related Programme: From principles into practice*
- 2.3. Authorized schools must operate in accordance with all applicable laws, regulations and policies. In particular, each authorized school must operate in accordance with best practices as well as all applicable laws, regulations and policies in the area of child protection and maintain appropriate procedures in place (which may include components such as criminal background screening for recruiting, hiring and retaining staff). Authorized schools must reconfirm the same to the IB at the time of evaluation.

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

- 3.1 The IB is independent from schools. Schools must inform the relevant authorities and legal guardians that:
  - a. the sole responsibility for operating the school and the implementation and quality of teaching of the IB programme(s) rests with the school
  - b. the sole responsibility for any shortcomings in the implementation or quality of teaching of the IB programme(s) is borne by the school
  - c. The award of the following are the sole prerogative of the IB and not of the school:
    - i. the International Baccalaureate diploma (hereinafter “IB diploma”) and Diploma Programme course results
    - ii. the certificate of the Career-related Programme (hereinafter “certificate of the CP”) and the CP statement of results
    - iii. the MYP certificate and MYP course results.

- 3.2 A school is entitled to present itself as an “IB World School” and to use the “IB World School” logo as per Article 10.4 only in connection with the IB programme(s) that it has been authorized to implement. This right is only granted for the period of validity of the school’s authorization and lapses automatically should the authorization be terminated or withdrawn. In addition, schools are never permitted to use the IB corporate logo.

#### **Article 4: Responsibilities of the IB**

- 4.1 The IB will allow schools to deliver the IB programme(s) and to use the related materials and receive related services under the conditions provided in these *Rules for IB World Schools*.
- 4.2 MYP, DP, CP: The IB will establish assessment procedures for the MYP, DP, and CP, including the schedules for eAssessments and examinations in May and November, and will take all reasonable measures to ensure the integrity and security of all forms of assessment.

#### **Article 5: Responsibilities of schools**

- 5.1 Schools are responsible for ensuring that they implement the IB programme(s) in conformity with their obligations under all applicable laws.
- 5.2 Schools are responsible for the quality of support provided, for the teaching of the IB programme(s), their internal assessments and their predicted grades and they undertake to hold the IB harmless with regard to any legal action taken by students, candidates or their legal guardians as a result of any shortcomings.
- 5.3 Schools must ensure that they appropriately fund the IB programme(s) offered by the school, deliver them effectively and administer them according to the requirements of the IB.
- 5.4 Schools must ensure that they implement their IB programme(s) in accordance with the documents published by the IB for that purpose.
- 5.5 Schools must ensure that teachers of the IB programme(s) are knowledgeable about the curriculum and assessment requirements set out in the programme(s) guides and supporting materials. To this end, it is the school’s responsibility to ensure access for teachers to all relevant, up-to-date programme guides and supporting materials from the IB.
- 5.6 Each school must appoint a programme coordinator, situated in the school, to manage the implementation of each of the IB programmes offered by the school. The school must ensure that the coordinator(s) is proficient in one of the principal IB working languages (English, French or Spanish).
- 5.7 Schools must ensure that teachers and administrators receive IB-recognized professional development as required. Minimum requirements for professional development are outlined in the *Guide to programme evaluation*.
- 5.8 It is the practice of the IB to make its programmes available to all students enrolled at IB World Schools. No student will be excluded by the IB on the grounds of race, nationality or national origin, ethnicity, culture, gender, age, sexual orientation, religious affiliation, political beliefs, disability or any other personal characteristic as prohibited by law. Schools must implement their duties under these rules in a manner that enables this practice to be upheld.
- 5.9 It is the school’s responsibility to determine whether it can enrol a candidate with learning support requirements into the programme.
- 5.10 Schools are responsible for ensuring that students and legal guardians:
- a. are aware of the general information about the IB available on the IB public website at [www.ibo.org/about-the-ib/](http://www.ibo.org/about-the-ib/) from the time the student is enrolled in the IB programme
  - b. are informed about all programme requirements, notably the content of the curriculum and relevant aspects of assessment and any restrictions or prohibitions that apply to the programme(s)
  - c. are informed of how the school implements the IB programme(s)
  - d. are aware of the services offered by the IB.

- 5.11 Schools undertake to hold the IB harmless and indemnify the IB with regard to any legal action taken by students or their legal guardians in which failure to inform parents about the IB as required in Article 5.10 constitutes one of the grounds of such action.
- 5.12 Schools must ensure that all fees of any IB programme(s) offered by the school are paid in accordance with the scales of fees, assigned currency and timetable for payments currently set by the IB. Without limiting any other remedies available to the IB, non-payment of fees when due for any IB programme(s) offered by the school, for any IB services for which the school registers or for any IB services received by the school, may result in the IB charging interest on overdue amounts at commercially-standard rates, withholding candidates' results and/or withholding any other services provided by the IB. The IB's fees are exclusive of taxes. Fees must be paid without deduction of withholding taxes or any applicable taxes. If the school is required by law to pay withholding taxes for any IB fees, the fee will be increased to include the amount of the applicable withholding tax to ensure the IB receives a net amount equal to the fee it would have received had the deduction or withholding not been made.
- 5.13 For use of the IB's secure online services, schools must control the allocation and use of usernames and passwords and ensure that users are aware of the IB's online terms and conditions.
- 5.14 Schools must inform the IB of any major changes in their governance, organizational structure, and/or location (including damage to, relocation of or major renovations of school premises). The IB may choose to visit a school as a result of these changes if it considers that they may affect the implementation of the IB programme(s) and in order to ensure that the school's facilities and resources will continue to support the IB programme(s). The visit will be funded by the school, according to the IB policies in this respect.
- 5.15 All documents submitted by the school to the IB in support of its applications for candidacy and authorization and programme evaluation, as well as all correspondence with the IB, must be in the school's language of correspondence, as selected by the school and indicated in their school profile.
- 5.16 PYP: Schools are responsible for ensuring that legal guardians are properly informed about the curriculum framework, including assessment guidelines and the requirements of the programme.
- 5.17 MYP: Where schools whose MYP structure includes year five of the programme opt for IB-validated grades, they are responsible for ensuring that legal guardians and candidates are properly informed of all MYP assessment procedures and of conditions for the award of the MYP certificate and MYP course results.
- 5.18 MYP, DP, CP: It is the practice of the IB to make its MYP, DP and CP assessments available to all candidates from IB World Schools who have fulfilled the school's and the IB's academic requirements and for whom the fees required to register for an IB examination session have been paid. No candidate will be excluded by the IB on the grounds of race, nationality or national origin, ethnicity, culture, gender, age, sexual orientation, religious affiliation, political beliefs, disability or any other personal characteristic as prohibited by law applicable to the IB. Schools must implement their duties under these rules in a manner that enables this practice to be upheld.
- 5.19 MYP, DP, CP: Schools must ensure that legal guardians and candidates themselves are aware of the inclusive assessment arrangements (also known as access arrangements) that the IB offers to support candidates with access requirements. With the exception of access arrangements that do not require authorization from the IB, a school must request authorization from the IB to provide access arrangements for candidates with access requirements during IB assessments. This must be in accordance with the policy and procedures outlined in the relevant IB publication on access and inclusion and in the *Assessment procedures* for the relevant IB programme(s).
- 5.20 MYP, DP, CP: Schools are responsible for ensuring that candidates are registered in an accurate and timely manner, according to the deadlines in the relevant *Assessment procedures*. Schools must administer diligently and securely those aspects of assessment for which they are responsible, in accordance with the IB's expectations and the procedures described in the relevant *Assessment procedures*.



- 5.21 MYP, DP, CP: The relevant programme coordinator(s) must be available during the examinations in May/November and when results are issued to ensure that all candidates receive their results. Additionally, schools must ensure that an appropriate contact person, who may or may not be the coordinator, is available after results have been issued to candidates to request the enquiry upon results service on their behalf and/or register them for the forthcoming examination session, if appropriate.
- 5.22 MYP, DP, CP: Schools are responsible for ensuring that candidates comply with all assessment requirements for the IB programme(s). If candidates do not comply with these requirements, then no grade will be awarded in the subject(s) or requirement(s) concerned.
- 5.23 MYP, DP, CP: Schools are responsible for the secure storage of the IB examination materials for a forthcoming examination session. The school must immediately notify the IB via IB Answers of any breach in the procedure for the secure storage of such material. The school must provide the IB with statements and other relevant information concerning the breach and reasonably cooperate with the IB in investigating and addressing such a breach.

### **Article 6: Internal complaints procedure**

- 6.1 The school must have in place written procedures for how it will deal with complaints and students' requests for appeals against IB programme decisions taken by the school, ensure that details of these procedures are made widely available and accessible to all students, and operate in accordance with such procedures.
- 6.2 The school must inform parents or legal guardians about the school's procedures for addressing complaints and students' requests for appeals of IB programme decisions taken by the school.

### **Article 7: Programme evaluation procedures, inspections and school visits**

- 7.1 An evaluation of a school's implementation of the IB programme(s) takes place at five-year intervals after initial authorization. Schools must conduct a self-study as part of this evaluation process and are expected to comply with the evaluation process as defined by the IB.
- 7.2 The IB reserves the right to visit schools going through evaluation. Such visits will be made with reasonable advance notice and will be funded by the school.
- 7.3 If a school is not meeting any requirements for implementation of the IB programme(s), the IB will notify the school of the matters that must be addressed. The school must resolve them within the timeline defined by the IB or the school may be subject to suspension or withdrawal under Article 13.
- 7.4 Schools must accept visits from representatives of the IB regarding their implementation of the IB programme(s). These visits can be made at any time with reasonable advance notice and will be funded by the school.
- 7.5 CP: In cases where CP authorization is based in part on an existing DP authorization the review and evaluation of the CP will take place at the same time as the review and evaluation of the DP.
- 7.6 MYP, DP, CP: The IB will conduct unannounced inspections of schools during periods of examinations in order to monitor compliance with the *General regulations* and the *Assessment procedures*.

### **Article 8: MYP, DP, CP: Recognition and acceptance of the IB diploma, the CP certificate, the MYP certificate, and MYP course results**

- 8.1 MYP: While the IB attempts to ensure recognition of the MYP certificate and MYP course results, it does not guarantee their acceptance by other educational institutions, whether or not these institutions are authorized by the IB or by the relevant educational authorities. Consequently, schools have a duty to make it clear to all legal guardians, including in relevant documents such as their enrolment forms or their promotional literature, that the recognition of the MYP cannot be guaranteed and that students, candidates and legal guardians bear the sole responsibility for verifying the position in this regard of all institutions in which a student or candidate is interested in enrolling in the future and for consulting the relevant legislation.

- 8.2 DP, CP: The IB actively promotes wide recognition and acceptance of the IB diploma and the CP certificate as a basis for entry to 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's control. Schools, therefore, have the duty to make it clear to all candidates and legal guardians, including in relevant documents such as their enrolment forms or their promotional literature, that the recognition of an IB diploma or CP certificate by a specific university and/or the relevant authorities of a specific country cannot be guaranteed. Schools are also responsible for informing candidates and legal guardians about the specific requirements (including subject choices) for recognition in all countries and universities where such requirements exist.
- 8.3 Schools are solely responsible for the consequences of any failure to clarify the foregoing points with students, candidates and legal guardians and undertake to hold the IB harmless with regard to any legal action taken by students, candidates or legal guardians as a result of any such omission.

### **Article 9: DP, CP: Diploma Programme courses online**

- 9.1 The IB allows schools to offer the DP or CP through a combination of classroom-based courses and IB-approved online courses. The IB approves and monitors online course providers based on the IB standards for development and delivery of online courses.
- 9.2 Where a school offering the DP and/or CP chooses to offer an IB-approved DP online course, the school must ensure that a suitably trained member of staff fulfils the role of site-based coordinator.
- 9.3 The school must inform all candidates enrolled in DP courses online that they must comply with the same IB requirements as candidates enrolled in face-to-face courses.
- 9.4 The school is responsible for registering candidates and administering examinations for candidates enrolled in IB-approved online courses.
- 9.5 The school is responsible for ensuring that online DP course offerings meet local and national laws and any licensure or accreditation requirements of the local authorities and/or, if applicable, independent recognized accreditation agencies, that license and/or accredit the school to provide educational services to DP and CP candidates.

### **Article 10: Intellectual property of the IB**

- 10.1 The content of the curriculum and assessment, for all of the IB programmes as well as all materials produced and published by the IB in any form, remain the sole property and copyright of the IB.
- 10.2 Furthermore, the IB is the owner of registered trademarks, including its corporate trilingual logo, the "IB World School" trilingual logo, the "IB button" logo and the wordmarks "International Baccalaureate", "Baccalauréat International", "Bachillerato Internacional" and "IB". Consequently, a school is prohibited from using the above-mentioned trademarks to identify or reference its own non-IB courses.
- 10.3 The IB grants a school, at authorization, a non-exclusive licence to teach the IB programme(s) for which it has been authorized and to use the related materials supplied by the IB in compliance with the IB's "Rules for use of IB Intellectual Property" (available at [ibo.org/terms-and-conditions/intellectualproperty](http://ibo.org/terms-and-conditions/intellectualproperty)) and the IB's online terms and conditions updated periodically. This licence is limited to the delivery of the programme(s) within that school.
- 10.4 Subject to the conditions of the IB's "Rules for use of IB Intellectual Property" ([ibo.org/terms-and-conditions/intellectualproperty](http://ibo.org/terms-and-conditions/intellectualproperty)) and the IB's online terms and conditions, a school's authorization to teach one or more IB programme(s) also grants the school a non-exclusive licence to:
- a. use the "IB World School" trilingual logo on its stationery, publications, website and non-commercial promotional material in connection with the IB programme it is authorized to offer, and in compliance with IB branding guidelines ([ibo.org/globalassets/new-structure/digital-toolkit/pdfs/brand-guidelines-en.pdf](http://ibo.org/globalassets/new-structure/digital-toolkit/pdfs/brand-guidelines-en.pdf))
  - b. use the IB's sub-brand logo(s) and graphic(s) of the programme model(s) for the authorized programme(s), without any alterations, additions or amendments. Use of the sub-brand logo(s) must be done in compliance with IB branding guidelines (available at [ibo.org](http://ibo.org))

- c. where a single school offers three (PYP, MYP and DP or CP) or all four IB programmes, use the “IB continuum” logo
- d. make copies of official programme documentation in part or whole for use by their teachers and post such copies or extracts on the school’s access-restricted website for their school community for teaching or information purposes, for the programme(s) the school has been authorized to offer
- e. translate IB materials for the programme(s) they have been authorized to offer in accordance with Section 4 of the “Rules for use of IB Intellectual Property,” including the requirement to notify the IB via [multilingual.services@ibo.org](mailto:multilingual.services@ibo.org). However, IB logos must not be used on any translated materials. Schools must comply with all terms and conditions governing use of translated IB materials
- f. MYP, DP, CP: make copies of materials prepared by the IB specifically for candidate use or to inform legal guardians. However, schools may not copy or reproduce examinations and related materials for forthcoming examination sessions under any circumstances.

10.5 Schools must not otherwise reproduce any materials from the IB or use its logos in any form without prior written consent from the IB.

10.6 All the rights granted in Articles 10.3 and 10.4 are granted only for the period of validity of the school’s authorization and lapse automatically when the authorization ends.

### **Article 11: Copyright in materials submitted to the IB**

11.1 Where materials submitted to the IB 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 materials, the school is granting to the IB a non-exclusive, charge-free, worldwide licence, for the duration of the applicable jurisdiction’s copyright protection, to reproduce submitted materials in any medium for assessment, educational, training and/or promotional purposes relating to the IB’s activities, or to those related activities of which it approves. Such licence shall become effective from the date of submission to the IB.

11.2 Where materials submitted to the IB contain third-party copyright material, information about the source should be included in the submission to enable the IB, if necessary, to seek permission from the copyright holder to use the material.

11.3 PYP: When students enter the programme, legal guardians must be asked for written permission to allow the school to submit their child’s work to the IB if requested. This, in effect, grants the IB a non-exclusive, charge-free, worldwide license, for the duration of the statutory copyright protection, to reproduce submitted materials in any medium for educational, training and/or promotional purposes relating to the IB’s activities, or to those related activities of which it approves. Schools must not submit a child’s work if such written permission is not given.

11.4 MYP, DP, CP: Candidates produce materials in a variety of forms that are submitted to the IB as part of the assessment requirements. These assessment materials (hereinafter “materials”) include all forms of written work, audio and visual materials, computer programs and data and, in certain cases, may contain images or voices of the candidates.

11.5 MYP, DP, CP: Candidates retain copyright in all materials submitted for assessment purposes, but by submitting those materials, and subject to Article 11.7, candidates thereby grant the IB a non-exclusive, charge-free, worldwide licence (with the right to sub-licence), for the duration of the applicable jurisdiction’s copyright protection, to:

- a. reproduce submitted materials,
- b. use the image and voice of the candidate where they appear on audio or video materials and
- c. reproduce any musical performances in any medium.

This is for assessment, educational, training and/or promotional purposes relating to the IB’s activities, or to those related activities of which it approves. Such licence shall become effective from the date of submission to the IB but be subject to data protection and privacy requirements.

11.6 MYP, DP, CP: Where the IB uses these materials for purposes other than assessment, it may modify, translate or otherwise change them to meet particular needs and will anonymize them before publication in print or in electronic form or use them in accordance with data protection and privacy requirements.

- 11.7 MYP, DP, CP: Schools are responsible for informing students and their legal guardians of the licence granted to the IB in their materials and the IB will have no liability in this respect. Under exceptional circumstances a candidate and/or a candidate's legal guardian may withdraw the aspects of the licence relating to use of a candidate's work outside of an assessment context for a specific piece of work. In such case the IB must be notified in accordance with the procedure described in the *Assessment procedures*. The candidate must submit a written notification to the school's coordinator who has the duty to inform the IB by the due date set forth in the assessment procedures. In these cases, the IB will use the material only for assessment purposes as defined in Article 11.5.
- 11.8 MYP, DP, CP: Under the licence granted upon submission for assessment purposes, the IB can electronically scan, store or reproduce submitted materials in any media in order to allow the materials to be communicated to examiners, moderators and any other persons involved in the assessment process or any subsequent appeals (including third-party vendors and/or services providers). The materials may also be used in the training of examiners. Material for which a candidate has withdrawn the aspects of the licence relating to use of candidate work outside of an assessment context will not be placed in any IB publications or for any commercial or promotional purposes.

## **Article 12: Use of student and candidate data and school information**

### 12.1 Personal data

- a. The IB operates globally and is subject to a variety of legal requirements about personal data, personal information and privacy, so it manages the protection of student data and other personal data and information on a global basis. IB's privacy practices are described in the IB's privacy policy ([ibo.org/terms-and-conditions/privacy-policy](http://ibo.org/terms-and-conditions/privacy-policy)).
- b. Schools are based all over the world and are subject to data protection and privacy laws and regulations regarding personal data and information in their respective countries. Each school hereby represents and warrants to the IB that it complies with the applicable data protection and privacy laws in its respective country with respect to student data and educator data (defined below) and will fully cooperate with the IB in complying with any such laws.
- c. Schools should be familiar with the purposes for which the IB may use student data and educator data of students and educators in their schools, which are described in the IB's privacy policy ([ibo.org/terms-and-conditions/privacy-policy](http://ibo.org/terms-and-conditions/privacy-policy)) and the potential for international transfers of that data.
- d. In order to implement the IB programme, the school and their staff will need to provide some student data to the IB and the IB will collect educator data. Each school acknowledges and agrees that the IB may collect, process and use educator data about their staff as described in the IB's privacy policy.
- e. Schools must take all appropriate measures internally and within their respective school communities to ensure the uses and transfers of the student data and educator data involved with being an IB World School are internally authorized and in compliance with all data protection and privacy laws, rules, regulations and policies that are applicable to their school.
- f. The IB shall not be responsible for schools' compliance with any data protection or privacy law, rules or regulations applicable to them. Each school undertakes to hold the IB harmless with regard to any legal action taken by students, their legal guardians or other third parties with respect to such school's breach or violation any data protection or privacy law applicable to the school in connection with the IB.

### 12.2 School Information

- a. School information is any data relating to the school (but not student data or educator data) that is related to a school's process of applying, becoming and maintaining its status as a candidate or authorized school, and includes, but is not limited to, information and materials gathered during a school's candidacy phase and the school's authorization process.
- b. The IB shall own all school information provided by a school from the point of its first contact with the IB. Each school hereby acknowledges and agrees that the IB may use school information for purposes related to the IB programmes and mission; evaluating and improving its programmes and services, including but not limited to, research and statistical analysis of IB programme/course implementation, participation, impact or effectiveness and student/candidate outcomes; professional development and training purposes; and for promotional and marketing purposes.
- c. Each school also hereby acknowledges and agrees that these purposes may involve transfer and disclosure of school information to third parties on a need-to-know basis or as permitted by applicable law.

Third parties may include, but are not limited to, service providers providing business and operational services to the IB (such as payment processing and IT hosting services); online course providers; independent researchers engaged or sponsored by the IB; contractors and consultants in the IB educator network; associations of IB World Schools; and organizations that control, govern, regulate or fund the school (such as a school's district/municipal, state/provincial or national departments of education or accrediting bodies). The IB may also disclose school information if required by applicable law, judicial proceeding, court order or other legal process or where IB believes it is necessary to investigate, prevent or take action regarding illegal activities, suspected fraud, potential threats to safety of any person, or if necessary, in litigation or legal proceeding.

- d. The IB acknowledges that school information may contain information that is considered confidential by a school. Accordingly, the IB will keep the school information in confidence expected as outlined above and will exercise due diligence and the same care and safeguards with respect to school information as it applies to its confidential information.
- e. Schools must take all appropriate measures internally and within their respective school communities to ensure that the sharing of school information with the IB that is involved with being an IB World school is internally authorized and in compliance with all laws, rules, regulations and policies that are applicable to their school.

### 12.3 School's obligations with respect to data

- a. Schools are responsible for ensuring the accuracy of any data (student data, educator data and/or school information) they share with, or transfer to the IB, and that all sharing and transferring of data to the IB is done in accordance with all laws, rules, regulations and policies (including but not limited to those regarding data protection, privacy and/or confidentiality) that may be applicable to them.
- b. To the extent required under data protection or privacy law, rules or regulations applicable to them, each school represents, warrants and undertakes to provide notice and/or seek express consent from students/candidates and/or their legal guardians for processing, sharing and/or transferring of student data to the IB.
- c. Each school shall ensure that any transfers of student data or educator data by it are done in compliance with requirements governing international and onward data transfers. Each school represents and warrants to the IB that any student data transferred to the IB by the school may be further transferred as described above without violating the privacy or data protection rights of any students/candidates.
- d. Each school undertakes that a student/candidate or their legal guardian may direct their requests to the school in accordance with local legal requirements. In the event that the IB receives a request regarding student data from a student/candidate or their legal guardian, each school undertakes to provide the IB with full cooperation and assistance.
- e. In the event of a data breach, defined as "a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed", each school shall take steps to advise the IB of the data breach without undue delay.

## Article 13: Withdrawal or suspension of authorization

13.1 Authorization to offer IB programme(s) may be withdrawn by the IB, in its sole discretion, for any reason. Withdrawal may be effective immediately or after some period of notice, as may be determined by the IB in its sole discretion. Examples of situations in which the IB may withdraw a school's authorization include, but are not limited to, those in which the IB determines that:

- a. a school does not comply with these rules or other requirements listed in Article 2
- b. a school ceases to be registered as a legal entity under local law
- c. a school no longer holds the required licensure or accreditation by the local authorities and/or, if applicable, independent recognized accreditation agencies, indicating that it is licensed/accredited to provide educational services to students of the ages served by the programme(s) the school is providing
- d. a school has gone through major changes in its governance, leadership, staff, and/or organizational structure that result in it being an essentially different school from the one that was granted authorization
- e. a school has not satisfactorily demonstrated that it has met the *Programme standards and practices* and programme requirements
- f. a school has failed to observe the requirements for administering the programme as described herein and in the relevant IB documentation
- g. the school does not resolve matters identified by the IB within the timeline defined by the IB

- h. a school misuses the intellectual property of the IB or fails to take reasonable steps to protect the IB's intellectual property rights and to prevent any use that is contrary to the IB's "Rules for use of IB Intellectual Property" and online terms and conditions
- i. the school has not ensured that all fees related to any authorized programme(s) offered by the school and to any programme(s) for which the school is pursuing authorization have been paid in accordance with the scales of fees, assigned currency and timetable for payments currently set by the IB
- j. a school objects to or fails to comply with any standard amendment to these Rules for IB World Schools or any of the other documents listed in Article 2, that is, any amendment that is decided by the IB and is applicable to all schools
- k. a school ceases to offer the IB programme(s)
- l. CP: for schools authorized to offer the CP based upon their authorization to offer the DP, the school's authorization to implement the DP has been withdrawn by the IB or terminated by the school
- m. DP: for schools authorized to offer the DP based upon their authorization to offer the CP, the school's authorization to implement the CP has been withdrawn by the IB or terminated by the school.

13.2 Authorization to offer IB programme(s) may be suspended by the IB, in its sole discretion, for any reason and upon such conditions as the IB may determine for a period not to exceed two academic years. During a suspension of authorization, the school may not offer the suspended programme. Suspension conditions, if any, that are not complied with or otherwise resolved may result in full withdrawal of authorization to offer IB programme(s).

Examples of situations in which the IB may suspend a school's authorization include, but are not limited to, those in which the IB determines that:

- a. a school is unable to offer the programme due to conflict or war, natural or man-made disasters
- b. a school is unable to offer the programme due to extreme financial hardship for the school or district
- c. a school has no students participating or able to participate in the programme but where there is an expectation that the school will have student participation within two years
- d. a school fails to meet the requirements for authorized schools, but the IB approves a plan for remedying the matters within two years
- e. CP: for schools authorized to offer the CP based upon their authorization to offer the DP, the suspension of the DP will also result in the suspension of the CP
- f. DP: for schools authorized to offer the DP based upon their authorization to offer the CP, the suspension of the CP will also result in the suspension of the DP.

13.3 In all cases the school will receive written notice of any decision to withdraw or suspend authorization.

13.4 Any decision to suspend authorization to offer the IB programme(s) is taken by the director, IB World Schools of the IB, or his or her authorized delegate. The director's decision is not subject to appeal and will take effect as specified in the notice of suspension.

13.5 Any decision to withdraw authorization to offer the IB programme(s) is taken by the Director General of the IB, or his or her authorized delegate. The Director General's decision is not subject to appeal and will take effect as specified in the notice of withdrawal.

#### **Article 14: Termination by schools**

14.1 A school may terminate its authorization to offer the IB programme(s) effective from a date established by the school in consultation with the IB. Fees remain payable to the IB until the agreed termination date.

#### **Article 15: Name and status of schools**

15.1 No authorized school may have a legal or preferred name which includes the words "International Baccalaureate" or "IB" in any form or language, nor may they have any trademarks or pending applications containing such words.

15.2 A school must be and remain duly registered as a legal entity under local law—either for profit or not-for-profit, privately or publicly funded.

- 15.3 A school must have and maintain the required licensure or accreditation by the local authorities and/or, if applicable, independent recognized accreditation agencies, indicating that it is licensed/accredited to provide educational services to students of the ages served by the programme(s) for which the school is authorized.
- 15.4 A school must inform the IB in writing of any changes in its legal status, legal or preferred/trade/"Doing Business As" (DBA) name, licensure, or structure.

#### **Article 16: Multiple campus programmes**

- 16.1 If a school is divided between two or more campuses, each campus is normally deemed a separate IB World School.
- 16.2 In some cases the IB recognizes that a single programme may, for logistical reasons, be taught in a school with two or more campuses as a multiple campus programme. If the following criteria are satisfied, the IB may regard a multiple campus programme as a single school for the purposes of recognition and fees.
- a. All campuses are recognized as comprising a single school according to legal and local registrations.
  - b. The head of school is responsible for the day-to-day educational leadership of the school across campuses, is regularly present and equally accessible to staff on all campuses and is formally recognized as such by the staff and, if applicable, also by the local authorities.
  - c. The campuses are governed by the same governing body and rules and regulations, including organizational structure and, if applicable, school fee tariff.
  - d. One IB programme coordinator is responsible for the day-to-day functioning of the programme across each of the campuses and is regularly present and equally accessible to staff on all campuses.
  - e. There is horizontal and vertical articulation of each programme across the campuses.
  - f. The staff across campuses meet frequently for ongoing collaborative planning.
- 16.3 The IB reserves the right to decide what constitutes a multiple campus programme.

#### **Article 17: The MYP in partnership**

- 17.1 In cases where there is an educational continuum between schools, where one or more offer the earlier years of the MYP, leading to the final years in another school, and a significant proportion of students move from one to the other, schools can apply to offer the MYP in partnership. The IB will recognize these schools as one programme offered in partnership under the following conditions.
- a. The partner schools appoint an MYP coordinator who will facilitate the programme across the partner schools and who will be the partnership's contact person for the IB. The school where the MYP coordinator sits will be identified as the contact school. The MYP coordinator for the partnership will be regarded by the IB as the MYP coordinator for all schools in the partnership.
  - b. The staff across the partner schools meet frequently for ongoing collaborative planning, ensuring vertical articulation towards the final MYP objectives and a common understanding and practice of MYP assessment.
  - c. There is horizontal and vertical articulation of the programme across the partner schools and across all years of the programme.
  - d. Professional development requirements are fulfilled by each partner school separately.
  - e. For the purposes of programme evaluation, the partnership will be regarded as one entity. Although documentation may be requested from all partner schools, there will be one report from the IB, which will address the partnership as a whole.
- 17.2 Each school in the partnership is authorized as an IB World School in its own right.

#### **Article 18: Governing law**

These *Rules for IB World Schools* and all other documents relating to the implementation of IB programmes shall be governed by and construed in accordance with the laws of Switzerland without reference to its conflict of laws or similar provisions that would mandate or permit application of the substantive law of any other jurisdiction.

**Article 19: Arbitration of disputes**

Any dispute, controversy or claim arising out of, or in relation to, these rules, including the interpretation, validity, breach or termination thereof, shall be finally settled by arbitration by the Geneva Chamber of Commerce in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution ("Rules") in force on the date when the notice of arbitration is submitted in accordance with such Rules. The number of arbitrators shall be one, the seat of the arbitration shall be Geneva and the arbitral proceedings shall be conducted in English. The parties hereby agree to use information technology systems and electronic communications to the extent permitted in conducting any arbitral proceedings.

**Article 20: Entry into force and duration**

The IB may amend these rules from time to time. This version of the *Rules for IB World Schools* shall enter into force effective 30 days from the date of publication and shall remain applicable to all IB World Schools until further amended.