Middle Years Programme

Rules for IB World Schools: Middle Years Programme

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Article 1: Scope

1.1 International Baccalaureate Organization (hereinafter together with its affiliates "IB Organization") 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 Certificate ("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 (hereinafter "candidates" where registered for IB assessment).

1.2 If a school chooses to offer consecutive IB programmes, the programmes must be continuous without any gap years.

1.3 This document describes the rules that apply to those schools that have been authorized to offer the MYP.

1. 4 When used herein the term "legal guardians" encompasses parents and individuals with guardianship of any student enrolled in the MYP. If a student is of legal age, the school's duties towards legal guardians specified herein also apply towards the student.

Article 2: Acceptance of IB Organization's requirements

Schools agree to comply with the following publications which govern the administration of the programme:

1. *Rules for IB World Schools: Middle Years Programme* (this document)
2. *General regulations: Middle Years Programme*
3. *Programme standards and practices*
4. *Handbook of procedures for the Middle Years Programme* (hereinafter the "handbook")
5. the IB Organization's "Rules and policy for use of IB intellectual property" (available on the website) and online terms and conditions

and programme requirements within:

6. *The Middle Years Programme: From principles into practice*

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

3.1 The IB Organization is independent from schools. Schools must inform 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, MYP Course Results and the MYP record of achievement (expires 2015) are 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 as per article 8.4 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 Organization corporate logo.

Article 4: Responsibilities of the IB Organization

4.1 The IB Organization will allow 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 assessment procedures, including the schedules for eAssessments in the May and November examination sessions, 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 can implement the MYP in conformity with their obligations under local and national laws.

5.2 Schools are responsible for the quality of support provided for students and for the teaching of the MYP, and they undertake to hold the IB Organization harmless with regard to any legal action taken by students or their legal guardians as a result of any shortcomings.

5.3 Schools must ensure that they appropriately fund the MYP, deliver it effectively and administer it according to the requirements of the IB Organization.

5.4 Each school must appoint a MYP coordinator to manage the implementation of the MYP. The school must ensure that the coordinator is proficient in one of the principal IB working languages (English, French or Spanish).

5.5 Schools must ensure that teachers and administrators receive IB-recognized professional development as required. Minimum requirements for professional development are outlined in the *Programme evaluation guide and self-study questionnaire: Middle Years Programme*.

5.6 It is the practice of the IB Organization to make its programmes available to all students enrolled at IB World Schools. No student will be excluded by the IB Organization 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.

5.7 It is the practice of the IB Organization to make its assessment available to all candidates from IB World Schools who have fulfilled the school's and the IB Organization's academic requirements and paid the required fees to register for an IB examination session. No candidate will be excluded by the IB Organization 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.

5.8 It is the school's responsibility to determine whether it can enroll a student with learning support requirements into the MYP. Schools must ensure that legal guardians and candidates themselves are aware of the inclusive assessment arrangements recommended by the IB Organization for students with learning support requirements. A school is permitted to make inclusive assessment arrangements for such candidates in accordance with the policy and procedures outlined in the relevant IB Organization publication on inclusive education and in the handbook.

5.9 Schools must ensure that they implement their programme in line with the documents published by the IB Organization for that purpose.

5.10 Schools must ensure that teachers of the MYP are knowledgeable about the curriculum and assessment requirements set out in the MYP guides and supporting materials. To this end, it is the school's responsibility to ensure access for teachers to all relevant, up-to-date MYP guides and supporting materials from the IB Organization.

5.11 Where schools whose MYP structure includes year 5 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, MYP Course Results or the MYP record of achievement (expires 2015). They are responsible for ensuring that candidates are

registered in an accurate and timely manner. Schools must administer diligently those aspects of the organization of the assessment procedures for which they are responsible according to the current handbook.

5.12 Schools are responsible for ensuring that students and legal guardians:

a. can access a copy of the *General regulations: Middle Years Programme* from the time the student enrolls in the MYP

b. are informed about the general regulations and all MYP requirements, notably the content of the curriculum and relevant aspects of assessment

c. are informed of how the school implements the MYP

d. are aware of the services offered by the IB Organization.

5.13 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.

5.14 Schools must ensure that all fees are paid in accordance with the scales of fees, assigned currency and timetable for payments currently set by the IB Organization. Non-payment of fees will result in the IB Organization withholding candidates' results for the school concerned.

5.15 For use of the IB Organization's secure online services, schools must control the allocation and use of usernames and passwords and ensure that teachers are aware of the terms and conditions.

5.16 Schools must inform the IB Organization of any major changes in their governance and/or organizational structure. The IB Organization may choose to visit a school as a result of these changes, if it considers that they may affect the implementation of the programme. The visit will be funded by the school, according to the IB Organization policies in this respect.

5.17 The MYP coordinator must be available during the on-screen 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.

5.18 Schools are responsible for ensuring that candidates comply with all assessment requirements for the MYP. If candidates do not comply with these requirements, then no grade will be awarded in the subject(s)/requirement(s) concerned.

5.19 Schools are responsible for the secure storage of the IB Organization examination materials for a forthcoming examination session. The school must immediately notify the IB Organization via IB Answers of any breach in the procedure for the secure storage of such material. The school must provide the IB Organization with statements and other relevant information concerning the breach and reasonably cooperate with the IB Organization in investigating and addressing such a breach.

Article 6: Programme evaluation procedures, inspections, and school visits

6.1 An evaluation of a school's implementation of the MYP takes place at five-year intervals after initial authorization. Schools must conduct a self-study as part of this evaluation process.

6.2 Schools must take action in response to the recommendations as detailed in the evaluation report. Schools receiving matters to be addressed must resolve them within the timeline outlined in the report.

6.3 Schools must be open to visits from representatives of the IB Organization regarding their implementation of the MYP. These visits can be made at any time with reasonable advance notice and will be funded by the school.

6.4 The IB Organization will conduct unannounced inspections of schools during periods of examinations in order to monitor compliance with the *General regulations: Middle Years Programme* and the handbook.

Article 7: Recognition of the MYP awards

7.1 The IB Organization attempts to ensure recognition of the MYP certificate, MYP Course Results, and MYP record of achievement (expires 2015) but does not guarantee their acceptance by other educational institutions, whether or not these institutions are authorized by the IB Organization 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 enrollment forms or promotional literature, that the recognition of the MYP cannot be guaranteed and that students and legal guardians bear the sole responsibility for verifying the position in this regard of all institutions in which a student is interested in enrolling in the future and for consulting the relevant legislation.

7.2 Schools are solely responsible for the consequences of any failure to clarify the foregoing points with legal guardians and undertake to hold the IB Organization harmless with regard to any legal action taken by students or legal guardians as a result of any such omission.

Article 8: Intellectual property of the IB Organization

8.1 The content of the curriculum and assessment, for all of the IB programmes, as well as all materials produced and published by the IB Organization in any form, remain the sole property and copyright of the IB Organization.

8.2 Furthermore, the IB Organization is the owner of registered trademarks, including its corporate logos, the "IB World School" 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 Organization courses.

8.3 The IB grants a school, at authorization, a non-exclusive licence to teach the MYP and to use the related materials supplied by the IB Organization in compliance with the IB Organization's "Rules and policy for use of IB intellectual property" and online terms and conditions, updated periodically. This licence is limited to the delivery of the programme within that school.

8.4: Subject to the conditions of the IB Organization's "Rules and policy for use of IB intellectual property" and online terms and conditions, a school's authorization to teach the MYP also grants the school a non-exclusive licence to:

a. use the "IB World School" logo on its stationery, publications, website and non-commercial promotional material in connection with the IB programme it is authorized to offer

b. use the IB Organization's MYP sub-brand logo and graphic of the programme model, without any alterations, additions or amendments

c. where a school offers three or more 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

e. make copies of materials prepared by the IB Organization specifically for candidate use or to inform legal guardians, with the exception of examination materials for the forthcoming examination session, which must not be copied or reproduced under any circumstances.

8.5 Schools must not otherwise reproduce any materials from the IB Organization or use its logos in any form 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 Students produce materials in a variety of forms that are submitted to the IB Organization 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 students.

9.2 Students retain copyright in all materials submitted for assessment purposes, but by submitting those materials, and subject to article 9.4, students thereby grant the IB Organization a non-exclusive, charge-free, worldwide licence, for the duration of the applicable jurisdiction's copyright protection, to reproduce submitted materials, to use the image and voice of the student where they appear on audio or video materials and to reproduce any musical performances 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. Such licence shall become effective from the date of submission to the IB Organization.

9.3 Where the IB Organization uses these materials for purposes other than assessment, it may modify, translate or otherwise change them to meet particular needs and will, in most cases, anonymize them before publication in print or in electronic form. If the purpose of the publication is to focus on work of a particularly high standard the student and school may be identified and the school informed beforehand. The school is expected to make every effort to inform the student.

9.4 Under exceptional circumstances a student and/or a student's legal guardian may withdraw the aspects of the licence relating to use of a student's work outside of an assessment context for a specific piece of work. In such cases the IB Organization must be notified in accordance with the procedure described in the handbook. The student must submit a written notification to the school's MYP coordinator who has the duty to inform the IB Organization by the due date set forth in the handbook. In these cases the IB Organization will use the material only for assessment purposes as defined in article 9.5.

9.5 Under the licence granted upon submission for assessment purposes, the IB Organization 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. Materials 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 Organization publications or for any commercial or promotional purposes.

9.6 Student materials may 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 Organization 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 Organization's activities, or to those related activities of which it approves. Such licence shall become effective from the date of submission to the IB Organization.

9.7 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 10: Use of candidate data and school information

10.1. Candidate data

a. "Candidate data" under these *Rules for IB World Schools: Middle Years Programme* is any information or data relating to a candidate that can identify the candidate or make the candidate identifiable, whether by itself or in combination with other information, such as name, address, email addresses, date of birth, phone numbers, financial information, assessment results, materials, image, voice, and/or mental and physical health information.

b. The IB Organization operates globally and is subject to a variety of legal requirements about personal data, personal information and privacy, so it manages the protection of candidate data on a global basis. Schools are based all over the world and are subject to data protection and privacy laws and regulations regarding candidate data in their respective countries. Each school hereby represents and warrants to the IB Organization that it complies with the applicable data protection and privacy laws in its respective country with respect to candidate data, and will fully cooperate with the IB Organization in complying with any such laws.

c. The IB Organization shall not be responsible for schools' compliance with any data protection or privacy law applicable to them, and schools undertake to hold the IB Organization harmless with regard to any legal action taken by candidates, their legal guardians or other third parties with respect to any data protection or privacy law.

d. Each school hereby represents and warrants to the IB Organization that any collection, processing and/or sharing of candidate data with the IB Organization is done in accordance with all data protection and privacy laws that may be applicable to them. To the extent required under data protection or privacy law applicable to them, each school undertakes to seek express consent from candidates and/or their legal guardians for processing of candidate data for the purposes listed in article 10.1(f) below.

e. Each school hereby undertakes, to the extent required under the applicable law of its respective country, to only use or process the candidate data as necessary for the purpose for which it was collected as defined in article 10.1(f) below. Each school further hereby undertakes that, to the extent required under applicable law, they have implemented appropriate technical and organizational measures to protect candidate data against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure, and that they have taken reasonable measures to ensure the reliability of, and compliance by, any employees who have access to candidate data.

f. Candidate data may be used for the following purposes:

- registering candidates in the MYP and administering the MYP and its requirements for the candidate and school, including sensitive personal data if making determinations about assessment accommodations
- to provide MYP support and services for the candidate and school, including website services and online forums, assessment services and accommodations, and assisting candidates and their school in providing information to institutions of higher education (such as universities and colleges or governmental authorities related to admission to institutions of higher education)
- research and statistical analysis related to the IB Organization's mission, including research on assessments and results and the effectiveness of the MYP
- advertising and promotional purposes for the IB Organization (such as student and/or alumni networks and social media platforms)
- educational, training, commercial and other compatible purposes
- to engage in and process transactions with the candidate or school
- to fulfill statutory, regulatory, reporting and/or legal obligations.

g. To the extent required under data protection or privacy law applicable to them, schools undertake to fully and duly inform, and obtain the consent of, each candidate and/or their legal guardian, that the school and/or the IB Organization may transfer candidate data outside of the country in which it was initially collected and to a country which may not have sufficient and adequate or comparable levels of data protection, in some cases to third parties, for the purposes discussed above. To the extent required under applicable law, the school shall inform candidates about third parties to whom their candidate data may be transferred. With regard to the IB Organization, such third parties include schools, approved online course providers, institutions of higher education (such as colleges and universities or governmental authorities related to admission to institutions of higher education), ministries and departments of education, assessment service providers (such as examiners, moderators, third-party vendors, and other persons involved in the assessment process or any subsequent appeals), and other contractors of the IB Organization. Each school shall ensure that any transfers are done in compliance with requirements governing international and onward data transfers. Each school represents and warrants to the IB Organization that any candidate data transferred to the IB Organization by the school may be further transferred as described above without violating the privacy or data protection rights of any candidates.

h. Candidates or their legal guardians may inquire as to the nature of the candidate data processed about him or her by their school to the extent permitted under data protection or privacy law applicable to the candidate and their respective school. Each school undertakes that a candidate or their legal guardian may direct their requests to the school in accordance with local legal requirements. In the event that the IB Organization receives a request regarding candidate data from a candidate or their legal guardian, each school undertakes to provide the IB Organization with full cooperation and assistance.

10.2 School information

a. "School information" is defined as any information relating to the school that can uniquely identify it or is related to a school's process of becoming and maintaining its status as an authorized IB World School, and includes, but is not limited to, materials gathered during a school's candidacy phase, the school's authorization process, evaluation by the IB Organization of the school's IB programmes, candidate registration, and school-level assessment results (that is, pass rates, enrollment rates and other data that does not relate to individual candidates).

b. The IB Organization shall own all school information provided by a school from the point of its first contact with the IB Organization. Each school hereby acknowledges and agrees that the IB Organization may use and disclose school information for multiple purposes related to the IB programmes and mission, including but not limited to, research on programme implementation and impact; statistical analysis (including, but not limited to, analysis of examination results and research on the success of candidates in colleges and universities); professional development and training purposes; and for promotional and marketing purposes. Each school also acknowledges and agrees that these purposes may involve transfer and disclosure of school information to third parties (including, but not limited to, an online course provider, independent researchers engaged or sponsored by the IB Organization, and contractors in the IB Educator Network).

c. The IB Organization acknowledges that school information may contain information that is considered confidential by a school. Accordingly, the IB Organization will keep the school information in confidence and will exercise due diligence and the same care and safeguards with respect to school information as it applies to its confidential information.

d. Each school hereby agrees that the IB Organization may collect, process, and use school information as well as personal information about schools (to the extent considered personal data under applicable data protection law) and their staff (such as coordinators and educators) for purposes of managing its relationship with the school, the MYP and/or the security of its network and systems. Further, schools hereby consent to the IB Organization's transfer

of such data to other entities and/or outside of the country in which the data was originally collected, including to countries that may not offer an adequate and/or comparable level of protection of personal data under applicable law. Such international transfer is strictly required for performance of the IB Organization's rights and obligations as set forth in these rules. To the extent required, the IB Organization will ensure that transfers are done in compliance with requirements governing international and onward data transfers.

Article 11: Withdrawal of authorization

11.1 Authorization to teach the MYP may be withdrawn if the IB Organization, in its sole discretion, determines that:

a. a school has breached any of its duties under these rules

b. a school has not satisfactorily demonstrated that they have met the *Programme standards and practices* and programme requirements

c. a school has failed to observe the requirements for administering the programme as described herein and in the relevant IB Organization documentation

d. a school misuses the intellectual property of the IB Organization or 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 "Rules and policy for use of IB intellectual property" and online terms and conditions

e. fees remain unpaid to the IB Organization

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.

11.2 In all cases the school will receive written notice that it has six months to remedy the situation, failing which, authorization will be withdrawn.

11.3 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 to withdraw authorization.

Article 12: Termination by schools

A school may terminate its authorization to teach the MYP effective from the date established by the school in consultation with the IB Organization. However, the teaching of the MYP shall continue until candidates already enrolled in the programme have had the opportunity to take their examinations and receive their results. Fees remain payable to the IB Organization until the agreed termination date.

Article 13: Name and status of schools

13.1 No school whose name includes the words "International Baccalaureate", "IB" or "World School" in any form or language—or that has any trademarks or pending applications containing such words—is permitted by the IB Organization to be an IB World School. A school must inform the IB Organization of any changes in their name.

13.2 A school must remain duly registered as a legal entity—either for profit or not for profit, privately or publicly funded—that is fit for the purposes of providing educational services for the age range of this programme and has the required accreditation by the local authorities and/or independent recognized accreditation agencies, if applicable. A school must inform the IB Organization of any changes in their legal status.

Article 14: Multiple campus schools

14.1 If a school is divided between two or more campuses, each campus is normally deemed a separate IB World School.

14.2 In some cases the IB Organization recognizes that a single programme may, for logistical reasons, be taught in a school with two or more different campuses, perhaps a short distance apart. If such a multiple campus school is to be regarded as one unit for the purposes of recognition and fees, the following criteria must all be satisfied.

a. All campuses are recognized as comprising a single school according to legal and local registrations.

b. One person is responsible for the day-to-day educational leadership of the school across 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 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 combined programme across the campuses.

e. There is horizontal and vertical articulation of the programme across the campuses.

f. The staff across campuses meet frequently for collaborative planning.

14.3 The IB Organization reserves the right to decide what constitutes a multiple campus school.

Article 15: The Middle Years Programme in partnership

15.1 In cases where there is an educational continuum between schools, where one or more offer the earlier years of the MYP, with the final years being offered by 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 Organization will recognize this cluster of schools as one programme offered in partnership under the following conditions.

a. The partner schools appoint an MYP coordinator who will coordinate the programme across the partner schools and who will be the partnership's contact person for the IB Organization. The school where the MYP coordinator sits will be identified as the contact school. Generally the MYP coordinator would be appointed from the school that offers the final years of the programme.

b. There is continuity of the curriculum across the partner schools and across all years of the programme.

c. The professional development requirements at the time of programme evaluation are fulfilled by each partner school separately.

d. The staff across the partner schools meet frequently for collaborative planning, ensuring vertical articulation towards the final MYP objectives and a common understanding and practice of MYP assessment.

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 Organization, which will address the partnership as a whole.

15.2 When authorized, each partner school of the partnership will be registered as an IB World School in its own right. The MYP coordinator for the partnership will be regarded as the MYP coordinator for all partner schools.

Article 16: Governing law

These *Rules for IB World Schools: Middle Years Programme* and all other documents relating to the implementation of the MYP 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 17: 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 18: Entry into force and duration

This version of the *Rules for IB World Schools: Middle Years Programme* shall enter into force on 1 September 2014 for May session schools, for all candidates enrolling in the programme from August/September 2014, or 1 January 2015 for November session schools, for all students enrolling in the programme from January/February 2015, and shall remain applicable to all such schools until amended.