

# Rules for IB candidate schools



## **IB continuum of international education**

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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 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 their students.
  - a. Schools wishing to offer the CP must already be authorized to offer the DP. Authorization for both the DP and the CP may be pursued simultaneously, but DP authorization must be granted before CP authorization may be granted.
- 1.2 This document describes the rules that are effective from 1 September 2014 for schools that seek authorization to become IB World Schools and for IB World Schools offering the DP who are now seeking to offer the CP, which, having filed an application with the IB Organization, have been accepted as a candidate school.

## Article 2: Compliance with the IB Organization’s requirements

- 2.1 The IB Organization’s procedures, the requirements for authorization and the rules and regulations for candidate schools are contained in the following documents, which are available on the IB Organization’s public website (<http://www.ibo.org>):
  - a. *Guide to school authorization* (one for each IB programme)
  - b. *Application for candidacy* (one for each IB programme)
  - c. *Application for authorization* (one for each IB programme)
  - d. *Rules for candidate schools* (this document)
  - e. *Rules for IB World Schools* (one for each IB programme including the CP)
  - f. *General regulations* (one for each IB programme)
  - g. the IB Organization’s “Rules and policy for use of IB intellectual property” (available on the website) and online terms and conditions
- 2.2 Upon submitting an application to become a candidate school, schools must have read the foregoing documents relating to the relevant IB programme(s) and agree to comply with all the requirements contained therein.
  - a. Schools seeking to offer the CP must abide by the relevant CP-specific documents listed above as well as the following:
    - *Rules for IB World Schools: Diploma Programme*
    - *General regulations: Diploma Programme*

## Article 3: Name and status of schools

- 3.1 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”. The right to describe a school as an “IB World School” and use the “IB World School” logo is provided under licence exclusively to schools that have been granted authorization by the director general to teach one or more of the IB programmes.

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- 3.2 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—shall be accepted by the IB Organization as a candidate school.
  - 3.3 A school must be duly registered as a legal entity under local law—either for profit or not for profit, privately or publicly funded. It must be fit for the purposes of providing educational services and have the required accreditation by the local authorities and/or, if applicable, independent recognized accreditation agencies.
  - 3.4 Schools should normally have been in existence for at least three years before they can be authorized.

#### **Article 4: Multiple campus schools**

- 4.1 If a school is divided between two or more campuses, each campus is normally deemed a separate candidate school and must individually fulfill all of the conditions of authorization stipulated in the *Guide to school authorization*.
- 4.2 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 will be responsible for the day-to-day functioning of the combined programme across the campuses.
  - e. There can and will be horizontal and vertical articulation of the programme across the campuses.
  - f. The staff across campuses can and will meet frequently for collaborative planning.
- 4.3 For the purposes of programme authorization, the IB Organization reserves the right to decide what constitutes a multiple campus school.

#### **Article 5: The MYP in partnership**

- 5.1 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 (without any gap years), 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. 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 authorization and at the time of evaluation are fulfilled by each partner school separately.

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- d. The staff across the partner schools will 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 application for candidacy and authorization, as well as 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 in each case, which will address the partnership as a whole.
- 5.2 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 schools in that partnership.

### **Article 6: Request for candidacy**

- 6.1 In order to be recognized as a candidate school by the IB Organization, schools must submit the completed *Application for candidacy* and supporting documents, and have paid the corresponding fee, to the relevant IB Organization office for its consideration.
- 6.2 If the IB Organization accepts the form and supporting documents, the school will be recognized as a candidate school through a letter sent by the IB Organization. Thereafter, and not before, a school is entitled to describe itself as a candidate school using the text provided by the IB Organization in that letter. However, because a candidate school may be unsuccessful in obtaining authorization, any reference to itself as a candidate school is made at its own risk without the IB Organization accepting any responsibility for the consequences if the IB Organization ultimately refuses authorization. In particular, candidate schools for the PYP and MYP must make it clear to parents and all interested third parties during the trial implementation period that the IB programme is not being offered under authorized status but only on trial as a candidate school.
- 6.3 The IB Organization has full discretion not to accept a school's application to become a candidate school. Any decision to not grant candidacy is taken by the appropriate regional office of the IB Organization. These decisions are not subject to appeal.

### **Article 7: Terms of the candidacy**

- 7.1 While being recognized as a candidate school, a school takes all the measures it deems necessary to meet the requirements for authorization. For the PYP and MYP, this includes a trial implementation period of at least one full academic year. For the DP and the CP, the programme must not be offered until the school has received authorization to do so.
- 7.2 During the time that a school is recognized as a candidate school it will be charged an annual candidate fee.
- 7.3 The IB Organization's fees are defined in the IB Organization scales of fees for each region and are non-refundable. The currencies that the schools have to use for their payments are assigned by the IB Organization.
- 7.4 During this time the school will receive the following services from the IB Organization:
- a. access to the online curriculum centre for all staff who will be involved in the implementation of the programme
  - b. access to electronic versions of documents published by the IB Organization related to the implementation of the programme, through the online curriculum centre
  - c. advice either through the relevant IB Organization office or from IB Organization appointed consultants

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- d. for schools seeking authorization to offer the PYP, MYP and/or DP, one consultation visit during the candidacy period.
- 7.5 A candidate school may submit the *Application for authorization* and supporting documents when it considers it meets the requirements for authorization and according to the IB Organization's schedule. Following the acceptance of the above-mentioned application, a verification visit by an IB Organization team will be organized in order to ascertain the preparedness of the school to implement the programme.
- 7.6 As a result of the application procedure, the IB Organization decides with full discretion whether or not to authorize a candidate school to teach an IB programme.
- 7.7 The period between being accepted as a candidate school by the IB Organization (on the basis of *Application for candidacy*) and requesting authorization (on the basis of *Application for authorization*) can vary from about one year to three years or more.

The IB may occasionally grant schools permission to pursue authorization via an alternate timeline. This permission is dependent on the school meeting IB global criteria and the school's agreement to meet additional requirements. The IB Organization has full discretion not to grant a school's request to pursue an alternate authorization timeline. These decisions are not subject to appeal.

- 7.8 Because the IB Organization has full discretion to accept schools as candidates and to refuse authorization to a candidate school, there is no guarantee that candidate status and, eventually, authorization will be granted. Consequently, no actions taken or statements made, written or oral, by IB Organization representatives during any phase of the authorization process may be construed as being either implied or express indications/warranties that the candidate school will be granted authorization.
- 7.9 For the same reasons, any and all costs incurred by schools before, during or after the authorization process are incurred entirely at their own risk and cannot be claimed from the IB Organization if the application is unsuccessful, that is if either candidate status or authorization is refused.
- 7.10 Furthermore, in the interest of preserving the value of the denomination "IB World School" and to prevent third parties, notably parents, being misled as to the status of a school, candidate schools must not describe themselves as an "IB World School" or claim in any manner during the authorization process, either orally or in their documentation, that they are authorized to implement IB programmes.
- 7.11 The IB Organization accepts no responsibility for any damage, direct or indirect, suffered by a candidate school in connection with the authorization process.

### **Article 8: Termination of candidacy by the school**

Schools may terminate their candidate status at any time during the authorization process, but must notify the appropriate regional office of the IB Organization by letter and the appropriate IB form, signed by the head of school, at least three months in advance of the date of termination.

### **Article 9: Termination of the candidacy by the IB Organization**

The IB Organization has full discretion to terminate a school's candidacy. Any decision to terminate candidacy is taken by the appropriate regional office of the IB Organization. These decisions are not subject to appeal.

The IB Organization can terminate a school's candidacy if any of the following situations occur:

- a. the school does not comply with the *Rules for candidate schools*
- b. fees remain unpaid to the IB Organization
- c. the school has not been in regular contact with the IB Organization, or has not shown appropriate advancements in its plans to meet authorization requirements

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- d. A school ceases to be:
    - registered as a legal entity under local law
    - accredited by the local authorities and/or, if applicable, independent recognized accreditation agencies
  - e. the school has gone through major changes in its governance and/or organizational structure that result in it being an essentially different school from the one that was granted the candidacy
  - f. the 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
  - g. for schools seeking authorization to offer the CP, authorization to implement the DP has been denied, withdrawn by the IB Organization, or terminated by the school.

### **Article 10: The decision process**

- 10.1 The director general is ultimately responsible for deciding the outcome of all applications for authorization made by candidate schools. This decision is based on the documents submitted by the appropriate regional office of the IB Organization.
- 10.2 Authorization to teach an IB programme may be granted or denied by the director general.

### **Article 11: Authorization**

If the director general considers that the application by the candidate school meets the IB Organization's requirements, authorization to teach the relevant IB programme(s) will be granted under condition of accordance with the *Rules for IB World Schools*. A letter of authorization will be sent by the IB Organization.

### **Article 12: Continuation of candidacy**

- 12.1 There are times when the IB Organization considers that certain changes or improvements must be implemented by the candidate school before authorization can be given.
- 12.2 In such cases, the relevant IB office will write to the candidate school listing in detail the matters to be addressed. The letter will prescribe a deadline by which evidence must be submitted showing that these changes have been made or that an acceptable plan has been made for their accomplishment, if applicable.
- 12.3 The relevant IB office will then determine whether the candidate school will be recommended for authorization or whether additional work must be done prior to authorization. A return visit to the candidate school may also be scheduled, at the candidate school's expense.
- 12.4 Under no circumstances will a school be authorized if the matters to be addressed have not been resolved by the candidate school to the satisfaction of the IB Organization.

### **Article 13: Denial of authorization**

- 13.1 The IB Organization has full discretion to deny authorization to a candidate school to teach an IB programme.
- 13.2 If authorization is denied, the IB Organization will give summary reasons for this decision. The decision is final: it is not subject to reconsideration or appeal.

### **Article 14: Renewed applications**

The IB Organization will consider a renewed application for candidacy only if at least two years have elapsed since the date of the letter sent by the IB with the decision of denial. Renewed applications will be governed by the same conditions as initial applications.

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## Article 15: Use of student data and school information

### 15.1. Student data

- a. "Student data" under these *Rules for IB candidate schools* is any information or data relating to a student that can identify the student or make the student 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 student data on a global basis. Schools are based all over the world and are subject to data protection and privacy laws and regulations regarding student 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 student 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 students, 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 student 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 students and/or their legal guardians for processing of student data for the purposes listed in article 15.1(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 student data as necessary for the purpose for which it was collected as defined in article 15.1(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 student 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 student data.
- f. Student data may be used for the following purposes:
  - to provide support and services for the student and school, including website services and online forums
  - research and statistical analysis related to the IB Organization's mission, including research on assessments and results and the effectiveness of the IB programme(s)
  - 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 student 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 student and/or their legal guardian, that the schools and/or the IB Organization may transfer student data outside of the country in which it was initially collected and to a country which may not have sufficient



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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, schools shall inform students about third parties to whom their student 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 student 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 students.

- h. Students or their legal guardians may inquire as to the nature of the student data processed about him or her by their school to the extent permitted under data protection or privacy law applicable to the student and their respective school. Each school undertakes that a student 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 student data from a student or their legal guardian, each school undertakes to provide the IB Organization with full cooperation and assistance.

## 15.2 School information

- a. "School information" is defined as any data 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 and the school's authorization process.
- 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 students' success 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, to an online course provider, independent researchers engaged or sponsored by the IB Organization, and contractors in the IB Educator Network).

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.

- c. 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 IB programme(s) 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.

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### **Article 16: Governing law**

These *Rules for IB candidate schools* and all other documents relating to the candidacy period 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 candidate schools* shall enter into force on 1 September 2014 and shall remain applicable to all such schools until amended.