

# Rules for IB World Schools: Primary Years Programme

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## **Primary Years Programme**

### **Rules for IB World Schools: Primary Years Programme**

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International Baccalaureate Organization (UK) Ltd  
Peterson House, Malthouse Avenue, Cardiff Gate  
Cardiff, Wales CF23 8GL  
United Kingdom  
Website: [www.ibo.org](http://www.ibo.org)

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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 (hereinafter “candidates”).
- 1.2 This document describes the rules that apply to those schools that have been authorized to offer the PYP.
- 1.3 When used herein the term “legal guardians” encompasses parents and individuals with guardianship of any student enrolled in the PYP.

## 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: Primary Years Programme* (this document)
2. *General regulations: Primary Years Programme*
3. *Programme standards and practices*
4. *Primary Years Programme’s Coordinator’s Handbook* (hereinafter “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. *Making the PYP happen: A curriculum framework for international primary education*
7. *Making the PYP happen: Pedagogical leadership in a PYP school*

## 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 PYP rests with the school
  - b. the sole responsibility for any shortcomings in the implementation or quality of teaching of the PYP is borne by 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 7.4 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

The IB Organization will allow schools to deliver the PYP and to use the related materials under the conditions provided in these *Rules for IB World Schools: Primary Years Programme*.

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## Article 5: Responsibilities of schools

- 5.1 Schools are responsible for ensuring that they can implement the PYP 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 PYP, and they undertake to hold the IB Organization harmless with regard to any legal action taken by legal guardians as a result of any shortcomings.
- 5.3 Schools must ensure that they appropriately fund the PYP, deliver it effectively and administer it according to the requirements of the IB Organization.
- 5.4 Each school must appoint a PYP coordinator to manage the implementation of the PYP. 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: Primary Years Programme*.
- 5.6 Schools offering the PYP must implement the programme in an inclusive manner, so that all students in all the grade/year levels in the school, or in the primary section of a school, are engaged with the PYP.
- 5.7 It is the practice of the IB Organization to make its programmes available to all students from 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.
- 5.8 Schools must ensure that they implement their programme in line with the documents published by the IB Organization for that purpose.
- 5.9 Schools must ensure that teachers of the PYP are knowledgeable about the curriculum and assessment requirements set out in the PYP guides and supporting materials. To this end, it is the school's responsibility to ensure access for teachers to all relevant, up-to-date PYP guides and supporting materials from the IB Organization.
- 5.10 Schools are responsible for ensuring that legal guardians are properly informed about the curriculum framework, including assessment guidelines and the requirements of the programme.
- 5.11 Schools are responsible for ensuring that students and legal guardians:
  - a. can access a copy of the *General regulations: Primary Years Programme* from the time the student enrolls in the PYP
  - b. are informed about the general regulations and all PYP requirements, notably the content of the curriculum and relevant aspects of assessment and any restrictions or prohibitions that apply to the PYP
  - c. are informed of how the school implements the PYP
  - d. are aware of the services offered by the IB Organization.
- 5.12 Schools undertake to hold the IB Organization harmless with regard to any legal action taken by legal guardians in which non-receipt of the *General regulations: Primary Years Programme* constitutes one of the grounds of such action.
- 5.13 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 Organization if requested. This, in effect, grants the

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IB Organization a non-exclusive, charge-free, worldwide licence, for the duration of the statutory copyright protection, to reproduce submitted materials in any medium for educational, training and/or promotional purposes relating to the IB Organization’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.

- 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.
- 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.

### **Article 6: Programme evaluation procedures and school visits**

- 6.1 An evaluation of a school’s implementation of the PYP, which includes a visit funded by the school as set out in article 6.3, must take place four years after the initial authorization and at five-year intervals thereafter. 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 PYP. These visits can be made at any time with reasonable advance notice and will be funded by the schools.

### **Article 7: Intellectual property of the IB Organization**

- 7.1 The content of the curriculum and assessment, for all of the IB Organization’s 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.
- 7.2 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.
- 7.3 The IB grants a school, at authorization, a non-exclusive licence to teach the PYP 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 as updated periodically. This licence is limited to the delivery of the programme within that school.
- 7.4 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 PYP 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 PYP sub-brand logo and graphic of the programme model, without any alterations, additions or amendments
  - c. in the circumstance where a school offers three or more IB programmes, use the “IB Continuum” logo

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- 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.
- 7.5 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.
- 7.6 All the rights granted in articles 7.3 and 7.4 are granted only for the period of validity of the school's authorization and lapse automatically should the authorization be terminated or withdrawn.

### **Article 8: Copyright in materials submitted to the IB Organization**

- 8.1 Students retain copyright in all materials they produce that, subject to article 5.13, is sent to the IB Organization. Schools will generally hold the copyright in lesson plans, assessment tasks and other materials that have been created by teachers within the terms of their contract of employment.
- 8.2 Where these materials are submitted to the IB Organization, the student and/or the school thereby grant the IB Organization a non-exclusive, charge-free, worldwide licence, for the duration of the statutory copyright protection, to reproduce submitted materials to use the image and voice of the student where they appear on audio or video 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.
- 8.3 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.
- 8.4 Where materials submitted to the IB Organization contain third-party copyright material, information about the source should be included in the submission to enable the IB Organization, if necessary, to seek permission from the copyright holder to use the material.

### **Article 9: Use of student data and school information**

- 9.1. Student data
- a. "Student data" under these *Rules for IB World Schools: Primary Years Programme* 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.

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- 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 9.1(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 9.1(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 PYP 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 PYP
  - 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, the 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 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 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, institutions of higher education (such as colleges and universities or governmental authorities; ministries and departments of education, service providers (such as third-party vendors), 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.

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## 9.2 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, and evaluation by the IB Organization of the school's IB programmes.
- 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 students 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).
- 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 PYP 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 10: Withdrawal of authorization**

10.1 Authorization to teach the PYP may be withdrawn if the IB Organization, at 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: Primary Years Programme*, that is, any amendment that is decided by the IB Organization and is applicable to all schools.

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

10.3 Any decision to withdraw authorization to teach the PYP 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.

### **Article 11: Termination by schools**

A school may terminate its authorization to teach the PYP, effective from the date established by the school in consultation with the IB Organization. Fees remain payable to the IB Organization until the agreed termination date

### **Article 12: Name and status of schools**

12.1 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.

12.2 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 13: Multiple campus schools**

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

13.2 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.

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

### **Article 14: Governing law**

These *Rules for IB World Schools: Primary Years Programme* and all other documents relating to the implementation of the PYP 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.

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### **Article 15: 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 16: Entry into force and duration**

This version of the *Rules for IB World Schools: Primary Years Programme* shall enter into force on 1 September 2014 for PYP schools whose school year begins in August/September, or on 1 January 2015 for PYP schools whose school year begins in January/February, and shall remain applicable to all such schools until amended.