



International Baccalaureate®
Baccalauréat International
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Diploma Programme

Rules for IB World schools: Diploma Programme



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Article 1: Scope

- 1.1 The International Baccalaureate Organization (hereinafter “the IB Organization”) is a foundation that has developed and offers three programmes of international education entitled the “Primary Years Programme” (PYP), the “Middle Years Programme” (MYP) and the “Diploma Programme”. It authorizes schools to offer one or more of these programmes to its students.
- 1.2 The three programmes are free-standing; schools may opt to offer one, or any combination of the three programmes. However, if a school chooses to offer consecutive IB programmes, the programmes must be continuous, with students moving from one programme to the next without any gap years.
- 1.3 An “IB World School” (hereinafter “school”) is a school that has been authorized by the IB Organization to offer one or more of its programmes.
- 1.4 This document describes the rules that apply to those schools that have been authorized as IB World Schools to offer the Diploma Programme.
- 1.5 When used herein the term “legal guardians” encompasses parents and individuals with guardianship of any student enrolled in the Diploma Programme. If a student (hereinafter “candidate(s)”) is of legal age, the school’s duties towards legal guardians specified herein also apply towards the candidate.

Article 2: Acceptance of IB Organization regulations and procedures

IB World Schools agree to comply with the *General regulations: Diploma Programme* and with the procedures set out in the current *Handbook of procedures for the Diploma Programme* (hereinafter “the handbook”), which governs the administration of the Diploma Programme.

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

- 3.1 The IB Organization is independent from schools. Schools must make it clear to the relevant authorities and legal guardians that:
 - a. the sole responsibility for the implementation and quality of teaching of the Diploma Programme rests with the school
 - b. the sole responsibility for any shortcomings in the implementation or quality of teaching of the Diploma Programme is borne by the school
 - c. the award of the International Baccalaureate diploma (hereinafter “IB diploma”) or certificate(s) is the sole prerogative of the IB Organization and not of the school.
- 3.2 A school is entitled to present itself as an IB World School and to use the “IB World School” logo only in connection with the IB programme(s) that it has been authorized to implement. This right is only granted for the period of validity of the school’s authorization and lapses automatically when the authorization ends.

Article 4: Responsibilities of the IB Organization

- 4.1 The IB Organization will allow IB World Schools to deliver the Diploma Programme and to use the related materials under the conditions provided in these *Rules for IB World Schools: Diploma Programme*.
- 4.2 The IB Organization will allow IB World Schools to offer the Diploma Programme to its students through a combination of classroom-based courses and online courses provided that such online courses are offered through the engagement of an IB-approved online course provider.

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- 4.3 The IB Organization will approve and monitor online course providers to offer their courses for the Diploma Programme to schools, if those providers meet the IB standards for development and delivery of such courses.
 - 4.4 The IB Organization will establish assessment procedures, including the schedules for 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 can implement the Diploma Programme 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 Diploma Programme, and they undertake to hold the IB Organization harmless with regard to any legal action taken by candidates or their legal guardians as a result of any shortcomings.
- 5.3 Schools must ensure that they properly fund the Diploma Programme, deliver it effectively and administer it according to the regulations and procedures of the IB Organization. Each school must appoint a Diploma Programme coordinator to manage the implementation of the programme and must give him or her the opportunity to attend training workshops that have been approved by the IB Organization. In addition, where a school chooses to offer an IB-approved Diploma Programme course online, from an IB-approved course provider, the school must ensure that a suitably trained member of staff fulfills the role of site-based coordinator in order to maintain and manage contact between the course provider, the course teacher and the students enrolled on such online courses.
- 5.4 It is the policy of the IB Organization to make its examination sessions available to all candidates from IB World Schools who have fulfilled the school's academic requirements to register for an IB examination session and be assessed in that session. No candidate will be excluded by the IB Organization on the grounds of nationality, ethnicity, culture, gender, sexual orientation, religious affiliation or disability. Schools must implement their duties under these rules in a manner that enables this policy to be upheld.
- 5.5 It is the school's responsibility to determine whether it can enroll a candidate with special needs into the Diploma Programme. Schools must ensure that legal guardians and candidates themselves are aware of the special arrangements for assessment recommended by the IB Organization for candidates with special needs. A school is permitted to make special arrangements for such candidates in accordance with the policy and procedures outlined in the relevant publication on special needs and in the handbook.
- 5.6 Schools must ensure that they develop their programme in conformity with all documents published by the IB for that purpose, including the *Programme standards and practices*.
- 5.7 Schools must ensure that teachers of the Diploma Programme are knowledgeable about the curriculum and assessment requirements set out in the Diploma Programme guides and supporting materials. To this end, it is the school's responsibility to ensure access for teachers to all relevant, up-to-date Diploma Programme guides and supporting materials from the IB Organization and to provide opportunities to attend training workshops that have been approved by the IB Organization.
- 5.8 Candidates must be registered for an examination session in an accurate and timely manner, according to the deadlines in the current handbook, whether the candidate has studied the course in the classroom or online. It is the function of schools to administer diligently and securely those aspects of assessment for which they are responsible, in accordance with the procedures described in the handbook.

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- 5.9 Schools are responsible for ensuring that students and legal guardians:
- receive a copy of the *General regulations: Diploma Programme* at the time when the student enrolls in the Diploma Programme
 - are properly informed about and understand the general regulations and all Diploma Programme requirements, notably the content of the curriculum and relevant aspects of assessment and any restrictions or prohibitions that apply to the Diploma Programme
 - are informed of how the school implements the Diploma Programme
 - are aware of the services offered by the IB Organization.

Schools undertake to hold the IB Organization harmless with regard to any legal action taken by candidates or their legal guardians in which non-receipt of the *General regulations: Diploma Programme* constitutes one of the grounds of such action.

- 5.11 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 the issue of candidates' results for the school concerned.
- 5.12 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.
- 5.13 Schools must inform the IB Organization of any major changes in their structure and/or legal status that occurred after their authorization. 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 IB policies in this respect.

Article 6: Review and evaluation procedures

- 6.1 Schools must be open to visits from representatives of the IB Organization for reviews of their implementation of the Diploma Programme. These visits can be made at any time with reasonable advance notice and will be funded by the schools, according to IB policies in this respect.
- 6.2 The IB Organization will also conduct unannounced inspections of schools during periods of examinations in order to monitor compliance with the *General regulations: Diploma Programme* and the current handbook.
- 6.3 A general evaluation of a school's implementation of the Diploma Programme must take place at five-year intervals after initial authorization. Schools are expected to conduct a self study in preparation for this evaluation process. In accordance with article 6.1 above, the IB reserves the right to visit schools going through evaluation.
- 6.4 Schools are expected to implement actions in response to the recommendations and, where appropriate, matters to be addressed as detailed in the evaluation report.

Article 7: University recognition

- 7.1 The IB Organization actively promotes wide recognition and acceptance of the IB diploma as a basis for entry to courses at 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 Organization's control. Schools, therefore, have the duty to make it clear, including in relevant documents such as enrollment forms or promotional literature, to all legal guardians that the recognition of an IB diploma by a specific university and the relevant authorities of a specific country cannot be guaranteed. Schools are also responsible for informing legal guardians about the specific requirements for recognition in all countries and universities where such requirements exist, particularly as they affect subject choice in the Diploma Programme.
- 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 candidates or legal guardians as a result of any such omission.

Article 8: Property and copyright of the IB Organization

- 8.1 The content of the curriculum, including its assessment, for all of the IB Organization’s academic programmes (PYP, MYP and the Diploma Programme), as well as all materials produced by the IB Organization in any form relating thereto, remain the sole property of the IB Organization and are protected by copyright. Consequently, a school is not entitled to create any courses of its own that are derived from an IB curriculum and/or materials, no matter whether the courses are deemed by the school to be ancillary to or preparatory to an academic programme of the IB Organization.
- 8.2 Furthermore, the IB Organization is the owner of internationally registered trademarks, including its logos and the word devices—in its official languages—of “International Baccalaureate”, “IB World School” and “IB” in various forms. Consequently, a school is not entitled to use the terms “International Baccalaureate” or “IB”—in any language—to identify its own courses and may only make reference to the “International Baccalaureate” or “IB” in relation to its own courses if the school clearly explains in its communications and marketing materials that such courses are not developed or endorsed by the IB Organization.
- 8.3 A school’s authorization hereunder encompasses a non-exclusive right to teach the Diploma Programme and to use the related materials supplied by the IB Organization within the limits and in the form defined in the *Rules and policy for use of IB intellectual property* (hereinafter “IB Organization’s IP policy”), as updated from time to time. This right is limited to the delivery of the programme within that school alone.
- 8.4 Subject to the conditions of the IB Organization’s IP policy, a school’s authorization to teach the Diploma Programme also encompasses a non-exclusive right to:
- use the “IB World School” logo on its school’s stationery, publications, website and non-commercial promotional material in connection with the IB programme it is authorized to offer
 - request from the IB Organization and use the IB Organization’s graphic of the Diploma Programme model—to be used without any alterations, additions or amendments
 - make copies of official programme documentation in part, or whole, for use by their teachers; or post on the school’s access-restricted website for their school community the electronic file of such documentation if published by the IB Organization for teaching or information purposes
 - make copies of official programme documentation, as above, for use within the school community, including materials prepared by the IB Organization specifically for student use or to inform legal guardians, excluding examination papers for an examination session sent to the school for candidates sitting a Diploma Programme examination.
- 8.5 Schools must not otherwise reproduce any materials from the IB Organization or use its logos in any form (paper or electronic) without prior written consent from the IB Organization.
- 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 Candidates retain copyright in all materials submitted for assessment purposes, but by submitting those materials, and subject to article 9.2, candidates thereby grant the IB Organization a non-exclusive, charge-free, worldwide licence, for the duration of the statutory copyright protection, to reproduce submitted materials in any medium for assessment, educational, training and/or promotional purposes relating to the IB Organization’s activities, or to those related activities of which it approves.

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- 9.2 Under exceptional circumstances and by means of a written notification, candidates may withdraw this licence to the IB Organization to use a specific piece of work as provided in article 9.1. The school must facilitate this notification on request, in accordance with the procedure described in the current handbook. In these cases, the IB Organization will use the material only for assessment purposes.
- 9.3 From time to time, candidate material will include assessment tasks that have been created by teachers within the terms of their contract of employment and that are the copyright of the school. By submitting such material, the school is granting to the IB Organization a non-exclusive, charge-free, worldwide licence, for the duration of the statutory copyright protection, to reproduce submitted materials in any medium for assessment, educational, training and/or promotional purposes relating to the IB Organization's activities, or to those related activities of which it approves.
- 9.4 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 10: Withdrawal of authorization

- 10.1 Authorization to teach the Diploma Programme may be withdrawn if:
- a school has breached any of its duties under these rules
 - the IB Organization is not satisfied that the school is implementing the programme according to the *Programme standards and practices* and programme requirements.
 - a school has failed to observe the requirements for administering the programme as described herein and in the relevant IB Organization documentation
 - a school fails to take reasonable steps to protect the IB Organization's intellectual property rights and to prevent any use that is contrary to the IB Organization's IP policy
 - fees remain unpaid to the IB Organization despite reminders having been sent
 - a school refuses to accept any standard amendment to these *Rules for IB World Schools: Diploma Programme*; that is, any amendment that is decided by the IB Organization and is applicable to all schools.
- 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 Diploma Programme is taken by the director general of the IB Organization. The director general's decision is not subject to appeal and will take effect from the beginning of the school year following the decision, except that the teaching of the Diploma Programme may continue until candidates already enrolled in the programme on the date the decision of termination is received by the school have had the opportunity to take their examinations.

Article 11: Termination by schools

A school may terminate its authorization to teach the Diploma Programme by giving six months' notice, to take effect from the beginning of the next school year, except that the teaching of the Diploma Programme shall continue until candidates already enrolled in the programme have had the opportunity to take their examinations. Fees remain payable to the IB Organization until the teaching has ended.

Article 12: Extended validity of articles

The following articles from the *Rules for candidate schools* remain valid throughout the existence of a relationship of a school with the IB Organization, either as a candidate school or as an IB World School.

Article 2: Compliance with the IB procedures, rules and regulations (e.f.g.)

- 2.1 The IB procedures to follow, the requirements for authorization and the rules and regulations to respect for candidate schools are contained in the following documents, which are available on the IB's public website (<http://www.ibo.org>):

...

- e. *Rules for IB World Schools* (per IB programme)
- f. *General regulations* (per IB programme)
- g. *Rules and policy for use of IB intellectual property*

Article 3: Name and status of schools

- 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 an IB school.
- 3.3 The school must remain duly registered as an entity—either for profit or not for profit, privately or publicly funded—that is fit for the purposes of providing educational services and has the required accreditation by the local authorities and/or independent recognized accreditation agencies, if applicable.

Article 4: Multiple campus schools

- 4.1 If a school is divided between two or more campuses, each campus is normally deemed a separate IB 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 13: Governing law

Swiss law governs these *Rules for IB World Schools: Diploma Programme* and all other documents relating to authorization to implement the Diploma Programme.

Article 14: Arbitration of disputes

Any dispute arising from or in connection with these *Rules for IB World Schools: Diploma Programme* or any other document relating to the authorization to implement the Diploma Programme shall be finally settled by arbitration, taking place in and in accordance with the rules applicable in Geneva, Switzerland. The proceedings shall be confidential and the language of the arbitration shall be English.

Article 15: Entry into force and duration

This version of the *Rules for IB World Schools: Diploma Programme* shall enter into force on 1 September 2011 for May session schools, for all candidates enrolling in the programme from August/September 2011, or 1 January 2012 for November session schools, for all candidates enrolling in the programme from January/February 2012, and shall remain applicable to all schools until amended.