



International Baccalaureate®
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Middle Years Programme

Rules for IB World schools: Middle Years 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 MYP.
- 1.5 When used herein the term “legal guardians” encompasses parents and individuals with guardianship of any student enrolled in the MYP.

Article 2: Acceptance of IB Organization regulations and procedures

IB World Schools agree to comply with the *General regulations: Middle Years Programme* and with the procedures set out in the current *MYP Coordinator’s handbook*, which governs the administration of the MYP.

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 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 and MYP record of achievement 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 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 and administer assessment procedures where applicable and will ensure their integrity.

Article 5: Responsibilities of schools

- 5.1 Schools are responsible for ensuring that they can implement the MYP in conformity with the school's obligations under local and national laws.
- 5.2 Schools are responsible for the quality of teaching of the MYP, 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 properly fund the MYP, deliver it effectively and administer it according to the regulations and procedures of the IB Organization. Each school must appoint an MYP coordinator to administer the programme and must give him or her the opportunity to attend training workshops that have been approved by the IB Organization.
- 5.4 It is the school's responsibility to determine whether it can enroll a student with special needs into the MYP. Schools must ensure that legal guardians and students themselves are aware of the special arrangements for assessment made by the IB Organization for students with special needs. A school must not make special arrangements for assessment without the IB Organization's prior approval.
- 5.5 Schools must ensure that the teachers and leadership team of the MYP are knowledgeable about the curriculum framework, assessment guidelines and requirements, including the standards, practices and programme requirements for the implementation of the programme as set out in the following IB documents and all other MYP guides and supporting materials:
 - a. *Programme standards and practices*
 - b. *MYP: From principles into practice*
 - c. the current MYP Coordinator's handbook.

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 and to provide opportunities for teachers of the MYP to attend training workshops that have been approved by the IB Organization.

- 5.6 Where schools whose MYP structure includes year 5 of the programme opt for MYP certification through external moderation, they are responsible for ensuring that legal guardians and students are properly informed of all MYP assessment procedures and of conditions for the award of the MYP certificate and the MYP record of achievement. They are responsible for ensuring that students who opt for IB Organization-validated grades are registered in an accurate and timely manner. It is the function of schools to administer diligently those aspects of the organization of the assessment procedures for which they are responsible according to the current MYP *Coordinator's handbook*.
- 5.7 When students enter the programme, schools have the duty to supply legal guardians with a copy of the *General regulations: Middle Years Programme*. 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.
- 5.8 Under article 6 of the *General regulations: Middle Years Programme*, students retain copyright in materials submitted for assessment purposes, but are deemed to grant the IB Organization a non-exclusive, charge-free, worldwide licence to reproduce the materials under certain conditions. However, they have the right to claim exclusive copyright in their work, which they may choose to do under exceptional circumstances. The school must facilitate this claim on request, in accordance with the procedure described in the current MYP *Coordinator's handbook*.
- 5.9 If the IB Organization requests student materials for purposes other than assessment, schools are responsible for obtaining prior written permission from the student, which, in effect, grants the IB Organization a non-exclusive, charge-free, worldwide licence, for the duration of the statutory copyright protection, to reproduce the 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.

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- 5.10 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.
 - 5.11 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.
 - 5.12 Schools must inform the IB Organization of any major changes in their structure and/or legal status that occurred after 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 MYP. 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 A general evaluation of a school’s implementation of the MYP, which includes a visit funded by the school as in article 6.1 above, must take place at five-year intervals after the initial authorization. Schools are expected to conduct a self study in preparation for this evaluation process.
- 6.3 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: Recognition of the MYP certificate and MYP record of achievement

- 7.1 The IB Organization attempts to ensure recognition of the MYP certificate and MYP record of achievement 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, including in relevant documents such as enrollment forms or promotional literature, to all legal guardians 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 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 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.

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- 8.3 A school's authorization hereunder encompasses a non-exclusive right to teach the 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 MYP 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 MYP 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.
- 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 Students retain copyright in all materials submitted for assessment purposes, but by submitting those materials, and subject to article 9.2, students 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.
- 9.2 Under exceptional circumstances and by means of a written notification, students 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 *MYP Coordinator's handbook*. In these cases, the IB Organization will use the material only for assessment purposes.
- 9.3 From time to time, student 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 MYP may be withdrawn if:

- a. a school has breached any of its duties under these rules
- b. the IB Organization is not satisfied that the school is implementing the programme according to 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 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
- e. fees remain unpaid to the IB Organization despite reminders having been sent
- 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.

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 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, except that the teaching of the MYP may continue until students already registered for IB Organization moderation have had the opportunity to obtain IB Organization-validated grades.

Article 11: Termination by schools

A school may terminate its authorization to teach the MYP by giving six months' notice, to take effect from the beginning of the next school year, except that the teaching of the MYP shall continue until students already registered for IB Organization moderation have had the opportunity to obtain IB Organization-validated grades. 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>):

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- 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 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 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. The continuity of the curriculum is guaranteed 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.

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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 purposes of programme evaluation, the partnership will be regarded as one entity. Although documentation may be requested from all partner schools, there will be one report from the IB, which will address the partnership as a whole.
- 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 partner schools.

Article 13: Governing law

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

Article 14: Arbitration of disputes

Any dispute arising from or in connection with these *Rules for IB World Schools: Middle Years Programme* or any other document relating to the authorization to implement the MYP 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: Middle Years Programme* shall enter into force on 1 September 2011 for June session schools or 1 January 2012 for December session schools, and shall remain applicable to all schools until amended.