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DEFINITION:
A Cluster event is a Professional Development (PD) training option comprising of one or more workshops officially recognized by the IB. A Cluster event is specifically organized for training educators on a specific IB programme at a Host school’s premises for at least 2 participating schools. The Cluster event training option is being offered to accommodate provision gaps within the AEM region where our current PD offerings do not fully meet the needs of schools.

CRITERIA:
The Cluster event is being offered to **accommodate gaps** within the AEM region where our current PD offerings are challenged to meet schools needs. IB requests a proposal identifying the gaps for the school requesting to host a Cluster event, and reserves the right to accept and/or reject Cluster event requests based on the relevance and validity of their motivation highlighting one or more of the below criteria:

- Access challenges
- Workshop topic unavailability
- Geographical limitations
- Language issues
- Large volume of teachers to be trained

*All criteria will be assessed based on whether need is accommodated in the current PD offer*

GENERAL INFORMATION:

Duration
Cluster event workshop consists of two days (fifteen hours) mandatory of instruction without students.

Time schedule (15 hours training):

<table>
<thead>
<tr>
<th>Day 1</th>
<th></th>
<th>Day 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>08:30</td>
<td>10:15</td>
<td>08:30</td>
</tr>
<tr>
<td>10:15</td>
<td></td>
<td>10:15</td>
</tr>
<tr>
<td>10:30</td>
<td>Coffee break</td>
<td>10:15</td>
</tr>
<tr>
<td>12:30</td>
<td>Lunch</td>
<td>10:30</td>
</tr>
<tr>
<td>13:30</td>
<td>15:30</td>
<td>12:30</td>
</tr>
<tr>
<td>15:30</td>
<td>Coffee break</td>
<td>13:30</td>
</tr>
<tr>
<td>15:45</td>
<td>Lunch</td>
<td>15:30</td>
</tr>
</tbody>
</table>

Subjects offered
A limited number of workshop titles will be available for the Cluster event. (See Annex B for overview) Please consult IBAEM PD department when your preferred workshop topic is not listed on the Annex B overview, some exceptions may apply.

Participants
Each Cluster workshop requires a minimum of 15 participants from at least 2 different schools. The IB workshops are about more than content delivery and model the inquiry pedagogy required in classrooms. For this reason, the minimum number is required to ensure that the workshop environment is authentic.
Host school benefits
The Host school is primarily responsible for organizing and running the Cluster event at their school venue. The Host school will receive a compensation discount for the Host school participants only.

Additionally if the Host school is running a Cluster event with more than 50 participants, IB will offer all Host school participant registrations an additional discounted offer, with the restriction that at least one Host school participant is actively participating in each workshop offered within the Cluster event (see Participant Registration Fee Structure section for more details).

Sub-regional restrictions
Cluster event participation is restricted to participants within the sub-region or part of a “school network or community” in which the Cluster workshop application has been accepted, unless otherwise approved by the regional office.

Workshop leader(s)
In order for a Cluster workshop to be accredited as officially recognised Professional Development, it must be led by an officially trained workshop leader and approved by the regional office. The regional office will inform a school applying for a Cluster workshop on how many leaders will be needed.

The Host school will be informed on the workshop leader contact details, at the very latest 3 weeks before the Cluster event date.

The selection of a qualified workshop leader is the responsibility of the regional office. The Host school can propose a workshop leader for a Cluster event workshop, but the final decision will be confirmed by the IBAEM office. The IBAEM regional office will inform the Host school Cluster coordinator on contact details of the workshop leader(s).

The leader-to-participant ratio per break out room is as follow:
- 15 to 25 participants = 1 leader
- 26 to 35 participants = 2 leaders

In house workshop leader(s)
Host schools are encouraged to recommend an in house IBEN certified trained workshop leader to support their Cluster event. An ‘in house’ workshop leader will receive honorarium support for their services, therefore a choice to invest the honorarium funds into the overall costs of the Cluster event would be at the discretion of the school and internal workshop leader (if confirmed by the IBAEM office).

Out of region workshop leader
If the Host school requests a workshop leader from outside the AEM region, the Host school is responsible for an increase in minimum participants to cover additional costs; a minimum of 20 participants is required.

Program Field Representative(s)
- Programme Field Representative (PFR)
If a Host school is running a Cluster event with over 100 participants or over 4 workshops from the same programme a Programme Field Representative will be required to facilitate and attend the Cluster event.

The expenses associated with the Programme Field Representative will be covered by the IB except for local accommodations, food and beverages during the Cluster event and local transportation from airport – hotel – Host school venue.
The Program Field Representative ratio is:

- 0-4  Cluster workshops no Programme Field Representative required
- 4-12 Cluster workshops 1 Programme Field Representative required
- 12 plus  Cluster workshops 2 Programme Field Representative’s required

*Programme Field Representative need to have generic comfort with multiple programmes otherwise an additional Programme Field Representative may be required to provide specific support for additional programmes

Minimum and maximum registrations per workshop

Minimum registrations are 15 participants per workshop. There is however no maximum to a Cluster event as long as the minimum enrolment per workshop is achieved. Maximum registrations per workshop **break out room** are 35 participants.

If the Host school prefers to organize the workshop with 2 WSL in one room maximum 35 participants instead of two separate break out rooms the IB should be informed by the Host School.

Cluster event host school coordinator responsibilities

The Host school must designate an internal Cluster event Host school coordinator. This person will facilitate all communication with the IB, the logistical checklist, deliver pre-commitment lists, registrations of Host school participants, payments, quality assurance, and organization onsite, debrief and other matters related to the Cluster event as described in the Cluster event guidelines.

The Cluster event Host school coordinator should be a staff member of the Host school with access to IBIS and be familiar to work with the IB registration system (IBIS/Regis). The Cluster event Host school coordinator will be the primary contact person between IB and the partnering school coordinators.

School coordinators partnering schools

All school coordinators from partnering schools involved in the Cluster event will require access to IBIS to be able to register their school participants.

Non IB school registrations

Non-IB school participants are eligible to register but are limited on independent registration (registration has to be approved prior by the Host school and IB) which is payable only by credit card.

Language

Schools in AEM can request a workshop to be delivered in any of the 3 IB official languages (English, French or Spanish). In addition, it is also possible to request in exceptional cases workshops to be delivered in other languages, where the language of delivery is subject to the availability of IB bilingual workshop leaders who are proficient in that language.

If a workshop is given in any other language than in one of the three IB official languages, the following applies:

- Informal language during discussion will be in **advertised language**
- Some guidance from the WSL will be in **advertised language**
- All IB documents, including guides, other IB publications and QA surveys will be available in English, French or Spanish **only**
- Student samples to be provided in **[if available - advertised language]**

The supporting certified workshop materials are only available in the 3 IB official languages (English, French or Spanish). Some student samples may be available in other languages (OCC to identify what’s available).
PARTICIPANT(S) REGISTRATION FEE STRUCTURE:

- 699 USD/ 419 GBP/ 629 CHF/ EUR 510 per school participant (minimum of 15 participants from at least 2 participating schools)

- 50 USD/ 30 GBP/ 44 CHF/ 36 EUR eligible discount for Host school participant only*

- 25 USD/ 15 GBP/ 22 CHF/ 18 EUR additional eligible discount for Host school participant only*, when a maximum of 50 participants from at least 2 participating schools is reached.

- 15 USD/ 9 GBP/ 13.50 CHF/ EUR 11 additional subsidies per participant paid by the IB to the Host School to cover part of the catering costs.

*The discounts will apply only upon final reconciliation of the event. Reconciliation includes; guideline responsibilities met, terms and conditions agreed and final participant attendance list received by the IB PD department

The host school requesting a Cluster event will be responsible for the following:

- 2 nights’ accommodation supporting a 2 day Cluster Event (arrival 1 day prior to start date) If the flight duration for the WSL is over 5 hours the Host school to support 1 additional hotel night.

- Local transportation for the Workshop leader(s) and Program Field Representative(s) (from airport, hotel, school).

- Workshop breakout rooms, chairs, tables and layout (preferably cabaret/ classroom set up).

- Food and beverage Workshop Leader(s) and Programme Field Representative throughout the duration of the workshop. (Costs for WSL and PFR covered by the Host school).

- Food and beverage available for all workshop participants throughout the duration of the workshop costs will be covered by the Host School for all participants.

- Audio Visual (AV) logistics in the workshop break out rooms.

- Workbook printing for all participants.

- Host School is not allowed to charge any additional costs to the participants of the Cluster workshop.

IB (financial responsibilities):

- Responsible for all additional expenses related to the Workshop Leader

- Internal administration and registration costs

Quality Assurance Framework (QAF)

The quality of our cluster workshops are assured through a rigorous Quality Assurance Framework (http://www.ibo.org/research/qualityassurance). This is a global process based on extensive and carefully analyzed data collected from participants and IB Educators (workshop leaders). The Host school is responsible to support the quality assurance framework as part of their commitment to launching the Cluster event.
Cancellation policy

If the Host school cancels the full Cluster event and/or one workshop after signing the acceptance statement, the Host school is liable for a cancellation fee of 1,000 USD per workshop. The Host school will take full responsibility of the cancellation fee regardless of the number of participants cancelling from outside partnering schools attending the cluster workshop.

A written notice to IBAEM a minimum of 60 days prior to the first scheduled day of the workshop event is required to officially cancel all Cluster activities. Any costs already incurred will be the responsibility of the Host school.

Security policy

We recommend to workshop leaders that they follow the travel advice of their consulates, which could lead to a Cluster event to be postponed or cancelled. Workshop leaders shall be entitled to renounce travelling if they believe the travel risks are too high. Please note that, in case of cancellation, the Host school is responsible for any expense already incurred if a postponement is not possible at a future date.

In the case of an emergency situation during the workshop, the school will be held responsible for any local logistics and costs that may arise and ensure the workshop leader arrives home again safely. For these reasons we encourage you to consider insurances which cover such eventualities.

PLANNING PROCESS:
To successfully plan a Cluster event as a Host school, the following steps to be followed:

Timeline for submitting a Cluster event request
For Cluster events requested for 2014 we will have a 5 month rolling deadline. Cluster event applications have to be submitted 5 months before the actual Cluster event date.

How to submit a Cluster event proposal
The Host school must submit the IB Cluster event online. The application link can be found on the www.ibo.org on the regional Professional Development pages http://ibo.tfaforms.net/workflows/start/3

The Host school Cluster event coordinator completes the Cluster event application. All fields in the application must be correctly filled in for a Cluster request to be considered complete.

The AEM Professional Development (PD) review of the Cluster application
- Notification of application status: The IB will notify the Host school cluster coordinator within a period of 4 weeks if the Cluster event request has been approved or declined.

After each Cluster workshop request submission, the regional office compiles the calendar of all upcoming IB activities and depending on the nature of the Cluster event request in relation to the total PD calendar offer, accepts or declines the individual Cluster event request.

- Eligibility is challenged: if a request does not justify the gap or special circumstances aligned with the criteria for a Cluster event, the workshop request will not be accepted

- Other options available: if there is already suitable PD on offer available in the regional PD calendar
- **Incomplete**: ask for clarifications or corrections to be made before a request can be considered as complete, this may result in delays in processing the request

- **Approved**: if the request justification clearly identifies the gaps or special circumstances aligning with relevant criteria and does not show any clash (overprovision) with the current PD on offer

**Initial conference call**

After notification of an approved application status, an IB staff member from the Professional Development team will contact the designated Host school Cluster event coordinator no later than one (1) month after application notification to arrange an initial conference call to discuss logistics of the workshop.

Before this call the IB will send the “Cluster event Planning overview” (power point presentation) to discuss all the steps in the Cluster event planning process.

**Items to discuss during the call (visual supported with the Cluster Event Planning overview):**

- Communication streams (IB, host school and partnering schools)
- Pre-commitment list prior to signing the acceptance statement
- Acceptance statement (understand terms & conditions/cancellation policy)
- Financial implications
- Registration process
- Cluster Event policies
- Time schedule & minimum requirements
- Development in organizing the Cluster Event
- Preparation and planning in organizing the Cluster Event
- Onsite event implementation
- Post event responsibilities

**Pre-commitment list**

After the Initial call the Host school will have to deliver the pre-commitment list. This list gives total participant numbers per participating school per workshop.

**Example pre-commitment list:**

<table>
<thead>
<tr>
<th>School details</th>
<th>coordinator</th>
<th>Contact details</th>
<th>Workshop title</th>
<th>programme</th>
<th>category</th>
<th>language</th>
<th>Estimate participants</th>
</tr>
</thead>
<tbody>
<tr>
<td>School A</td>
<td>Biology</td>
<td>DP</td>
<td>1</td>
<td>English</td>
<td>5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>School B</td>
<td>Biology</td>
<td>DP</td>
<td>1</td>
<td>English</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>School C</td>
<td>Biology</td>
<td>DP</td>
<td>1</td>
<td>English</td>
<td>10</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Acceptance statement**

Once the IB received the pre commitment list the IB will send the Cluster acceptance statement to the school. Once this acceptance statement has been signed by the Host school the IB will build the event in the registration system and open the event in Regis for registration.

The workshop leader request will then be integrated into the next available invitation round (rolling throughout the year) to IB educators in order to find a workshop leader(s) suitable for the Cluster event. For deadlines and waiting period before workshop confirmation, please see section above.
Regulated process for Cluster events

After approval of the Cluster event, the IB requires the following commitment in the time lines identified below from the host school Cluster event coordinator:

- **Pre-commitment list:**
  Participant number list per workshop including partnering schools prior to signing the acceptance statement.

- **21 days prior:**
  Official registrations through IBIS complete for all event participants per workshop (based on the final participant list delivered) including confirmation of pre-payment to the event date. **Cancellations** in participant registration can be made without penalty 21 days prior to the event.

- **2 weeks prior:**
  The IB will send you the onsite documentation: participant attendance lists, participant email verifications lists, contact lists, cluster event recap overview, travel details workshop leaders, OCC login codes and signage policy.

- **1 week prior:**
  Name changes or participant replacements can be made without penalty.

- **Cluster event checklist:**
  Must be completed by the Host school and returned for approval to the IB. The checklist supports the Host school Cluster Coordinator in organizing a successful event.

- **1 day prior:**
  Update IB on any outstanding points in relation to the logistical checklist including printed materials.

- **Day 1 of the Cluster event:**
  Host school Cluster event coordinator takes responsibility of Cluster event execution focusing on quality assurance.

- **Day 2 of the Cluster event:**
  Host school Cluster event coordinator responsible for official debrief of the Cluster event and delivery of final participant attendance and email verification sheet.

**Post Cluster event:**

The Host school Cluster event coordinator must provide IB with copies and verification of participant sign-in sheets and the email verification lists.

The Host school Cluster event coordinator will need to be available for a debrief call with IB staff within three (3) days of the conclusion of the workshop.
### ANNEX A

**OVERVIEW WORKSHOPS AVAILABLE FOR 2014 PILOT CLUSTER EVENTS IB AEM REGION:**

<table>
<thead>
<tr>
<th>Programme</th>
<th>Cat</th>
<th>Session</th>
</tr>
</thead>
<tbody>
<tr>
<td>PYP</td>
<td>1</td>
<td>An Introduction to the PYP curriculum model</td>
</tr>
<tr>
<td>PYP</td>
<td>1</td>
<td>Making the PYP Happen in the Classroom</td>
</tr>
<tr>
<td>PYP</td>
<td>2</td>
<td>Teaching and Learning</td>
</tr>
<tr>
<td>PYP</td>
<td>2</td>
<td>Assessment</td>
</tr>
<tr>
<td>PYP</td>
<td>2</td>
<td>The Exhibition</td>
</tr>
<tr>
<td>PYP</td>
<td>3</td>
<td>Inquiry</td>
</tr>
<tr>
<td>PYP</td>
<td>3</td>
<td>Concept-based learning</td>
</tr>
<tr>
<td>MYP</td>
<td>1</td>
<td>Heads of School/IB coordinators: Implementing the Middle Years Programme (MYP)</td>
</tr>
<tr>
<td>MYP</td>
<td>1</td>
<td>Launching the MYP (2 day option)</td>
</tr>
<tr>
<td>MYP</td>
<td>3</td>
<td>Global contexts for teaching and learning</td>
</tr>
<tr>
<td>MYP</td>
<td>3</td>
<td>MYP projects</td>
</tr>
<tr>
<td>MYP</td>
<td>3</td>
<td>Understanding the MYP</td>
</tr>
<tr>
<td>DP</td>
<td>1</td>
<td>Administrators</td>
</tr>
<tr>
<td>DP</td>
<td>1</td>
<td>Heads/IB Coordinators</td>
</tr>
<tr>
<td>DP</td>
<td>1</td>
<td>TOK</td>
</tr>
<tr>
<td>DP</td>
<td>1</td>
<td>CAS</td>
</tr>
<tr>
<td>DP</td>
<td>1</td>
<td>Language A</td>
</tr>
<tr>
<td>DP</td>
<td>1</td>
<td>Language B</td>
</tr>
<tr>
<td>DP</td>
<td>3</td>
<td>Core Assessment: Roadmap for improving student performance in TOK, CAS and EE</td>
</tr>
<tr>
<td>DP</td>
<td>3</td>
<td>The Role of the supervisor in extended essays</td>
</tr>
<tr>
<td>DP</td>
<td>3</td>
<td>TOK for subject teachers</td>
</tr>
<tr>
<td>DP</td>
<td>3</td>
<td>Concepts and inquiry in the DP</td>
</tr>
<tr>
<td>DP</td>
<td>3</td>
<td>Understanding the DP</td>
</tr>
<tr>
<td>DP</td>
<td>3</td>
<td>Interdisciplinary and the world studies extended essays</td>
</tr>
</tbody>
</table>
ANNEX B
IBAEM Cluster Event Terms and Conditions

These IBAEM Cluster Event Terms and Conditions together with the Acceptance Statement and the IBAEM Cluster Event Guidelines shall be collectively referred to as the "Agreement". This Agreement is made by and between the International Baccalaureate Organization, a Swiss foundation, with a registered address at Route des Morillons 15, 1218 Le Grand-Saconnex, Geneva, Switzerland (the "IB") and the Host School. The IB and the Host School are referred to hereinafter individually as a “Party” and collectively as the "Parties".

The IB, acting for the purpose of this Agreement through its branch office in the Netherlands, International Baccalaureate Organization with registered address at Churchillplein 6, 2517 JW, The Hague, The Netherlands ("IBAEM"), organizes and oversees the running of Cluster Events in Africa, Europe and the Middle East.

1 Definitions

If and when used in this Agreement the following terms shall have the meaning specified below:

"Acceptance Statement" means the acceptance statement signed by the Host School upon the IB’s acceptance of the Host School’s application to organize one or more Cluster Events.

"Attendance Certificate" means an attendance certificate issued by the IB to all Participants once the Online Workshop Evaluation is completed, payment of fees has been confirmed and the final attendance list signed by the Workshop Leader has been received by the IB.

"Confidential Information" means all information in any medium or form (whether marked “confidential” or not) that the Host School receives from the IB and which concerns the business, operations or customers of the IB and shall include all the terms and conditions of this Agreement.

"Cluster Event" means a professional development training option comprising of one or more workshops officially recognized by the IB, which is specifically organized for training educators on a specific IB programme at a Cluster Event Location for at least two participating schools.

"Cluster Event Co-ordinator" means the person selected by the Host School, as required by the IBAEM Cluster Event Guidelines.

"Cluster Event Location" means the Host School venue where the Cluster Event is taking place, as set forth in the IBAEM Cluster Event Guidelines.

"Host School" means the organization identified on the applicable Acceptance Statement.

"Cluster Event Materials" means the materials delivered by the IB to the Cluster Event Co-ordinator to be distributed to the Participants for the performance of the Cluster Event.

"IBIS" means the IB Information System.

"Intellectual Property Rights" means all rights in inventions, patents, designs, utility models, whether registered or not, copyrights, trademarks, logos, trade names, trade secrets, know-how, software, discoveries, improvements, concepts, models, drawings and processes and all rights to confidential or proprietary information and all other rights of similar nature.

"Online Workshop Evaluation" means an evaluation to be completed by all Participants at the conclusion of the Cluster Event.

"Participant" means a person registered in Regis for attending a Cluster Event pursuant to clause 2 herein.

"Personal Data" means any information relating to an identified or identifiable individual, including, without limitation, name, address, e-mail, telephone number, business contact information, date of birth, Social Security Number, credit or debit card number, bank account number, and any other unique identifier or one or more factors specific to the individual's physical, physiological, mental, economic, cultural or social identity.

"Regis" means the online system accessed by the Host School via IBIS and used for Cluster Event applications, registration, coordination, and distribution of Attendance Certificates.

"Workshop Leader" means a person selected by the IB.

2 PARTICIPANTS

2.1 Participants in the Cluster Event offered by the IB will be selected by the Host School, consistent with the Host School’s general policies and procedures regarding enrolment, and will be registered by the IB Coordinator twenty-one (21) days prior to commencement of the Cluster Event unless otherwise agreed by the IB. However, the Host School will use reasonable efforts to ensure that the Participants have the capability to engage in the activities required for the Cluster Event and to benefit from the experiences to be provided at the Cluster Event. The minimum number of Participants enrolled for a Cluster Event shall be fifteen (15).

2.2 Participation in a Cluster Event is restricted to Participants within the Host School sub-region or who are part of the Host School group for which the application for Cluster Event has been accepted, unless otherwise agreed by the IB.

2.3 The Host School warrants and represents that enrolment or admission by, and any and all such services provided to Participants shall be done in an equal manner without unlawful discrimination. This provision does not apply to any disability of a nature that would, even with reasonable accommodation, preclude the Participant from participating in the Cluster Event.

2.4 The Host School agrees to handle all complaints by Participants of any Cluster Event provided hereunder and both understands and agrees that it must properly fulfill its responsibility in this regard to protect the goodwill of the IB in its names, marks, educational materials and the conduct of its Cluster Events. The Host School agrees to make every reasonable effort to satisfy Participants and to report to the IB any and all complaints that it is unable to resolve promptly.
2.5 Should a Participant fail to comply with the policies and practices of the IB, and should such failure pose a risk of harm to the health, safety or wellbeing of the Participant, the IB’s staff or personnel, or other Participants, then the IB may remove that Participant from the Cluster Event or impose reasonable restrictions on such participation. Removal shall not be based upon unlawful discrimination.

3 WORKSHOP LEADER(S) AND LEADER(S) TASKS

3.1 It is understood and acknowledged between the Parties that Workshop Leaders are not employees or agents of the IB and that the IB shall not be liable for any act or omission of any Workshop Leader.

3.2 Workshop Leader(s) will be selected by the IB for all approved Cluster Events however the IB cannot honour requests for specific leaders. All Cluster Event offerings are subject to Workshop Leader availability.

4 CLUSTER EVENT CO-ORDINATOR(S)

4.1 Cluster Event Co-ordinators will be selected by the Host School to facilitate all communication between the Host School and the IB, Participant registration, payment, logistics, and other matters related to the Cluster Event and who shall be authorized to access IBIS.

4.2 It is understood and acknowledged between the Parties that the Cluster Event Co-ordinators are not employees or agents of the IB and that the IB shall not be liable for any act or omission of any Cluster Event Co-ordinators.

4.3 The IB will provide the Cluster Event Co-ordinators with all Cluster Event Materials. The Cluster Event Co-ordinator will distribute Cluster Event Material to the Participants. The Cluster Event Material may only be used during the Cluster Event. Intellectual Property Rights of all Cluster Event Materials are the property of the IB, in accordance with the terms set out in clauses 8 and 9.

4.4 The Cluster Event Co-ordinators are required to submit a daily Participant sign-in sheet and final attendance list to the IB, including e-mail addresses for all Participants using the provided template.

5 HOST SCHOOL RESPONSIBILITIES

5.1 The Host School shall comply with IBAEM Cluster Event Guidelines.

5.2 Following the entry of this Agreement as provided in clause 10, the Host School is encouraged to submit to the IB the letters of support from the heads of participating schools.

5.3 The Host School shall adhere to the ‘fifteen (15) instructional hours in two days’ requirement, as set forth in the IBAEM Cluster Event Guidelines.

5.4 The Host School agrees to encourage all participants (including Partner School participants) to complete the Online Workshop Evaluation, sent electronically at the conclusion of the Cluster Event directly to each participant.

5.5 The Host School is not entitled to charge any separate fees, outside of the IB per capita fee, to Participants with respect to meals and beverages as the IB will support the host school with a per participant food & beverage subsidy.

5.6 During Cluster Event, the Host School agrees to provide coordination services (such as on-site logistics, food and beverages) and facilities (including meeting rooms, presentation equipment and materials) for the Cluster Event. Furthermore, the Host School shall provide ground transportation, free of charge, to Workshop Leaders, and to Programme Field Representatives, if applicable, between airport, hotel and Cluster Event Location. Such costs must be paid in advance of the Cluster Event.

5.7 During the Cluster Event, the Host School agrees to provide Participants with sufficient facilities and materials for the Cluster Event.

5.8 The IB shall issue and shall send Attendance Certificates to the Cluster Event Co-ordinator who shall forward such Attendance Certificates to all Participants upon completion of the Cluster Event itself but only after the completion of the Online Workshop Evaluation and receipt of payment for the Cluster Event are confirmed.

6 PAYMENT TERMS

6.1 The Host School will pay invoices within thirty (30) days calculated from the date of receipt of the invoice.

Should any invoice remain unpaid after this payment period, interest on the unpaid balance at the rate of two percent (2%) per month above the LIBOR rate for United States (US) Dollars prevailing on the original due date calculated on a daily basis from the original due date until paid in full.

6.2 All payments due under this Agreement to the IB shall be made in USD, CHF or GBP as applicable and shall be wired into the IB bank account as instructed by the IB.

6.3 Fees are net fees i. e. do not include Value Added Tax (VAT) or sales tax or any other equivalent tax or duties that may be or become applicable and any such tax will be charged in addition to the fees.

6.4 All payments to be made under this Agreement shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority save as required by law. If a Party is compelled to make any such deduction, it will pay to the receiving Party such additional amounts as are necessary to ensure receipt by the receiving Party of the full amount which that Party would have received but for the deduction.

7 CONFIRMATION, MODIFICATION AND CANCELLATION

7.1 To confirm a Cluster Event, the Cluster Event Co-ordinator must ensure that each Participant is registered at least twenty-one (21) days prior to the first scheduled day of the Cluster Event. Additional invoices will be submitted for payment post event for any additional Participants registered after this time or for any Participants exceeding the initial number submitted twenty-one (21) days prior to the Cluster Event. The Cluster Event fee of a Participant, who is registered for the Cluster Event and is not cancelled by the Cluster Event Co-ordinator within the deadline and does not attend the Cluster Event, will not be reimbursed.

7.2 In case of modification and/or cancellation by the Host School, the Host School must provide written notice to the IB at least sixty (60) days before the Cluster Event. The Host School shall be liable to the IB for any costs or expenses incurred by the IB up to the
7.3 The IB reserves the right to vary or cancel a Cluster Event where the occasion necessitates or when there is low enrolment in the Cluster Event.

8 INTELLECTUAL PROPERTY RIGHTS

8.1 The Host School acknowledges that the IB is the sole owner of all Intellectual Property Rights, in the IB programmes, in all IB logos and trademarks and in all materials published by the IB. Nothing in this Agreement shall affect the IB’s ownership of such Intellectual Property Rights.

8.2 Nothing herein shall give the Host School or Participants any right, title, or interest in or to any of the Intellectual Property Rights, except a mere privilege and license during the term of this Agreement.

8.3 The IB grants the Host School a non-exclusive and non-transferable license to use the Cluster Event Materials solely for the purpose of fulfilling their responsibilities under this Agreement. The number of printed copies to be made by the Host School will vary dependent on the enrolment size of the Cluster Event but should not exceed one (1) per Participant.

8.4 The IB hereby grants the Host School a license to use the IB In Cooperation logo on an ongoing basis for the following uses:
1. On the website of the Host School on pages relating to the Cluster Event.
2. On printed publicity materials produced by the Host School on pages relating to the Cluster Event.

8.5 When reproducing the IB In Cooperation logo the following rules must be followed:
1. The logo image may not be altered in any way, but must be reproduced faithfully from the files supplied by the IB.
2. Wherever the logo is used it must appear in its own space, that is to say that no other logo, words or images may be placed in close proximity to the IB In Cooperation Logo.
3. Where the IB In Cooperation Logo is used on materials or items on which other logos appear, the IB In Cooperation Logo must appear the same size or smaller than any other logos used.

8.6 The IB In Cooperation logo may not be reproduced for any use other than those prescribed in this license. The logo must not be used to imply endorsement or promotion of products, services or educational programmes other than the Cluster Event or used in any way to demean, defame, embarrass, diminish or cause harm to the IB.

8.7 The license to use the IB In Cooperation Logo shall automatically terminate upon termination this Agreement.

9 MISUSE AND VIOLATION OF THE IB’S INTELLECTUAL PROPERTY RIGHTS

If the Host School or its Participants shall violate the provisions of clause 8 whether such violation is intentional or not, the Host School shall indemnify and hold harmless the IB for all costs, including the IB’s reasonable attorney’s fees and other expenses incurred by the IB in connection with any action, including but not limited to the institution of legal action relating to clause 8 as well as the enforcement of such clause after the entry of any order or judgment by a court of competent jurisdiction.

10 DURATION – TERMINATION

10.1 This Agreement shall commence on the date upon which the Acceptance Statement is signed by the Host School and shall end upon conclusion of the Cluster Event date(s) specified in the Acceptance Statement, unless terminated earlier in accordance with clauses 10.2 or 10.3.

10.2 Each Party shall have the right to terminate this Agreement by giving written notice in accordance with clause 15 to the other Party if:
10.2.1 The breaching Party commits a material breach of any of the terms and conditions of this Agreement and receives a notice from the other Party, identifying the breach and requiring it to remedy the breach or, to the extent that the breach is not capable of being remedied, requiring it to pay appropriate compensation, where reasonably quantifiable, and the breaching Party fails to remedy such breach or to pay such compensation, as appropriate, within five (5) days after it has received such notice.

For the purposes of this clause 10.2.1, Parties agree, without limitation, that the obligations of the Host School regarding clause 8 above are "material obligations", and any violation thereof shall constitute a "material breach".

10.2.2 The other Party becomes insolvent, is adjudicated bankrupt or compounds with or makes a general assignment for the benefit of its creditors, provided, however, that a Party entering into judicial composition shall not be a cause for termination.

10.3 The IB may terminate this Agreement with immediate effect by notice in writing to the Host School:
10.3.1 If the Host School conducts and/or organizes the Cluster Events in a manner which is lacking in the quality standards expected, according to the judgement of the IB, and in particular if complaints are received in that connection from Participants, in which case, the Host School shall remain responsible for covering all the organizational costs of the Cluster Events; and/or
10.3.2 In the sole opinion of the IB, the Host School conducts and/or organizes the Cluster Events in a manner that would cause harm to the goodwill, the good name and to the international reputation of the IB, whether or not prior approval had been given.

11 CONFIDENTIALITY

11.1 The Host School shall hold, and cause its respective officers, directors, employees, subcontractors and agents (collectively, "Host School Representatives") to hold, in strict confidence all Confidential Information, except to the extent that such information can be shown to have been (i) in the Host School’s possession or was known by the Host School prior...
to its receipt from the IB, (ii) in the public domain through no fault of the Host School, (iii) later lawfully acquired by the Host School from a source already in legitimate possession of such information, said source being other than the IB, or (iv) independently developed by or for the Host School without any use of the Confidential Information. The Host School shall not release or disclose to any other person or entity, or otherwise use, such Confidential Information except strictly in connection with the Host School's duties and obligations contemplated by this Agreement. The Host School shall notify the IB concerning any law or court order or other governmental agency having authority to require disclosure of such Confidential Information, so that the IB can take appropriate action to protect such Confidential Information.

11.2 The Host School shall only disclose the terms of this Agreement and the Confidential Information on a need to know basis to Host School Representatives and others who have a confidentiality agreement with the Host School and the Host School shall be responsible for a breach of these confidentiality obligations by any Host School Representative.

12 DATA PROTECTION

12.1 Nothing in this clause or this Agreement shall prohibit the IB from providing any information concerning the Host School, the Cluster Event Co-ordinator, or Participants (“Host School Personal Data”) to the IB’s affiliates, bona fide business partners or third-party service providers in connection with effectuating the purpose and intent of this Agreement as well as for compiling statistical data for operational and educational purposes. The Host School expressly agrees to such disclosures and use of Host School Personal Data, provided that such IB affiliates, bona fide business partners and third party service providers agree to maintain the Host School Personal Data confidentially, not to disclose it to any unauthorized parties without the Host School’s consent, except as required by law, and to adhere to all applicable local data protection laws and regulations regarding the Host School Personal Data.

12.2 The Host School can request access to and/or rectification of the Host School Personal Data.

12.3 The Host School consents that the Host School Personal Data may, for the same purposes as stated in clause 12.1, also be transferred to other entities located in countries that, under the Swiss law principles, do not offer an adequate level of protection of Host School Personal Data. The IB will at all times comply with local applicable data protection legislation and ensure that an adequate level of protection exists for the Host School Personal Data.

12.4 The Host School will ensure that it maintains an adequate level of protection for the “IB Personal Data,” which includes any information concerning the IB and the Programme Field Representatives, at all times and will at all times comply with all local applicable data protection laws and regulations relating to IB Personal Data. The Host School will ensure that it has in place appropriate technical and contractual measures to ensure the security of the IB Personal Data, and to guard against unauthorized or unlawful processing of the IB Personal Data and against accidental loss or destruction of, or damage to, the IB Personal Data.

12.5 In the event that the Host School receives written confirmation from the IB that IB Personal Data may be disclosed to a third party, the Host School will ensure that the third party complies with all local applicable data protection laws and regulations relating to IB Personal Data. Said assurance by the third party will be provided to the Host School in writing.

12.6 The IB can request access to and/or rectification of IB Personal Data at all times.

12.7 The Host School will promptly notify the IB of any breach of the security measures required to be put in place as stated in clause 12.4 and the Host School will ensure that it does not knowingly or negligently do or omit to do anything which would place the IB in breach of its obligations regarding the IB Personal Data.

12.8 The Host School hereby agrees that upon termination of this Agreement, the Host School will destroy all Confidential Information and IB Personal Data and will confirm said destruction in writing to the IB immediately after destruction is completed.

12.9 All information relating to the activities and business, the know-how, the methodologies and the organization of either party disclosed to the other in any manner or form is deemed confidential including any information about students.

12.10 Both Parties agree to hold such Personal Data in confidence, not to make use of it other than as required for the performance of this Agreement, to release it only to Host School Representatives requiring such information, and not to disclose it to any third party, unless agreed in writing with the other party prior to sharing of Personal Data or if the information, except for information about students, is available in the public domain other than by a breach of this Agreement.

12.11 The foregoing obligations remain applicable beyond the end of this Agreement.

13 INDEMNITIES

13.1 The IB agrees to indemnify, save and hold harmless and to defend the Host School from and against all lawsuits, claims, proceedings, actions, losses, damages, liabilities, costs and expenses (including without limitation reasonable attorney’s fees and expenses thereon) solely arising out of or resulting from the Host School’s use, pursuant to the terms and conditions of this Agreement, of the IB supplied Cluster Event Materials, provided that such claims do not arise in whole or in part from the Host School’s breach of this Agreement. The Host School agrees to provide the IB with immediate notice of any such claim, and the IB shall have full charge of any such defense therefor, with the Host School agreeing to cooperate fully and having the right to engage its own counsel at its own expense and participate in the defense of any such action.

13.2 The Host School agrees to indemnify, save and hold harmless and to defend the IB and any person or entity claiming under or through the IB from and against all lawsuits, claims, proceedings, actions, losses, damages, liabilities, costs and expenses (including without limitation reasonable attorney’s fees and expenses thereon) by reason of any claimed act or omission against the Host School, or any of its employees or agents, arising out of or resulting from any breach by the Host School of this Agreement or otherwise related to the Host School’s provision of services herein, including but not limited to cancellation of any Cluster Event by the Host School, and including without limitation any breach of any of the Host School’s obligations, representations or covenants herein.

14 INSURANCE

The Host School shall maintain insurance against all types of public liability with personal injury and property damage coverage, in such amounts as are commercially reasonable for the type of services provided herein. The Host School shall provide certificates of insurance or copies of each such policy upon the IB’s request.

15 NOTICES

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15.1 All notices hereunder shall be in writing and shall be given by personal delivery, overnight courier, mailing (in a prepaid, certified or registered wrapper), or tele-faxing same to the Head of Professional Development - International Baccalaureate Organization - AEM Region, Churchillplein 6, 2517 JW, The Hague, The Netherlands or to the Cluster Event Co-ordinator at the Host School’s address set forth in [the Acceptance Statement], and five (5) business days after the date of mailing, two (2) business days after the date of delivery to overnight courier, and the date of personal delivery or tele-faxing shall be the date of the giving of such notices.

Copies of all notices to the IB shall also be sent to the IB Legal Department at Attention: Legal Department International Baccalaureate Organization, Route des Morillons 15, 1218 Le Grand-Saconnex, Geneva, Switzerland.

16 ENTIRE AGREEMENT
This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any other prior oral or written agreement regarding the subject matter hereof. This Agreement may only be amended or modified in writing signed by a duly authorised officer or representative of each of the Parties.

17 NO ASSIGNMENT
The identity of the Host School is an essential term of this Agreement, and this Agreement and any of the Host School’s rights, duties and obligations hereunder, may not be assigned, delegated, transferred, shared or divided by the Host School, voluntarily or involuntarily, in whole or in part. The Parties understand and agree that this Agreement is expressly not intended for the benefit of any person who is not a Party to this Agreement. The term “person” as used herein shall mean any person, firm, corporation, or other entity.

18 INDEPENDENT CONTRACTORS
This Agreement does not constitute either Party the agent of the other, or create a partnership, joint venture or similar relationship between the Parties, and no Party shall have the power to obligate or bind the other Party in any manner whatsoever. The Parties shall act in all aspects as independent contractors.

19 GOVERNING LAW - JURISDICTION
19.1 This Agreement and the respective rights and obligations of the Parties 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.

19.2 The courts of Geneva, Switzerland shall have exclusive jurisdiction and both Parties hereby expressly waive any other jurisdiction that may correspond to them by reason of its present and/or future domicile or otherwise.
Re: ACCEPTANCE STATEMENT – IBAEM CLUSTER EVENT
STANDARD MODEL TERMS AND CONDITIONS

As a result of our application to organize Cluster Event(s) on [INSERT DATES] being accepted, we confirm having received a copy of the IBAEM Cluster Event Terms and Conditions that are in force at the time of signing this Acceptance Statement.

We confirm that we have read and that we agree to the IBAEM Cluster Event Terms and Conditions.

____________________________________________________________________________________
Name and Address of Host School

____________________________________________________________________________________
Name of Head of Host School

____________________________________________________________________________________
Signature1 Date

Please send your Acceptance Statement by email to the IBAEM PD department: PDIBAEcluster@ibo.org