



International Baccalaureate®  
Baccalauréat International  
Bachillerato Internacional

**Professional Development District  
Workshop Application and Information**



**2. District workshop details:**

Indicate the IB programmes (" DP, MYP or PYP") requesting training, and provide three potential district workshop dates. Each district workshop event must have a total of at least 100 participants. A total minimum of 15 hours of contact time must be offered to participants.

**District workshop events take place in one of two formats:**

Two and a half days with 15 consecutive hours of face-to-face training, which does not include lunch and refreshment breaks (generally 1 hour for lunch, and two 15 minute breaks per day)

A 3-hour remote component, with 2 days of 12 consecutive hours of face-to-face training which does not include lunch and refreshment breaks (generally 1 hour for lunch, and two 15 minute breaks per day)

**Date choice 1 proposed date(s):**

**Date choice 2 proposed date(s):**

**Date choice 3 proposed date(s):**

Please indicate the name and location of the venue where the proposed district workshop event(s) will be held:

Name of venue: \_\_\_\_\_

Mailing address: \_\_\_\_\_  
Street/Post office box

\_\_\_\_\_  
City State/Province Zip

Street address (If different from above):

\_\_\_\_\_  
Street/Post office box

\_\_\_\_\_  
City State/Province Zip

Provide accommodation details for workshop leaders, **or** provide two hotel recommendations including address and contact details. Hotel accommodation should be in close proximity to restaurants.

1. \_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_

Provide details regarding meals and refreshments (that is, how will meals be provided for participants and workshop leaders):

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**3. District workshop offerings**

Please make your applications for training from the offerings provided in the **IB Workshops and Resources Catalog**. District Workshop availability is subject to Workshop Leader availability and IB curriculum review cycles. District Workshop offerings will be confirmed upon application approval.

[IB Workshops and Resources Catalog](#)

**When you have decided which workshops you would like to host, indicate your choices on the last page of this application.**

**4. District workshop leader fees:**

A fee of US \$2,500.00 per workshop leader shall be paid to IB Americas in accordance with section 7 of the District Workshop Terms and Conditions.

## 5. District workshop participants

A district workshop event requires a minimum of 100 participants. Should the participant numbers be less than 100 IB Americas will charge for the 100 participant minimum. IB Americas reserves the right to cancel a district workshop due to low enrollment.

In the event that a district workshop event has between 100 and 149 participants, a rate of \$459 is offered. For district workshops with more than 150 participants, a discounted rate of \$409 is offered. These prices reflect the per capita pricing for 2017 subject to change.

The leader-to-participant ratio for each district workshop is as follows:

- 8 to 25 participants = 1 leader
- 26 to 36 participants = 2 leaders

**Maximum enrollment is 36 participants** for all subject sessions. Each subject session must have a **minimum of 8 participants**. Exceptions include MYP arts, design, and physical and health education. These workshops must have a minimum of 6 participants.

**IB Americas reserves the right to cancel subject sessions due to low enrollment.**

## 6. Final requirements to submit application

The Organization

- has read and completed this application, submitted the necessary supporting documents by the appropriate deadline and found the information provided to be accurate
- has designated a district workshop coordinator to facilitate communication between the Organization and IB Americas
- will provide communication and access to district and student achievement data to measure the impact of the IB programmes
- agrees to abide by the following requirements of all IB-approved district workshops:
  - use the special IB logo in accordance with prescribed guidelines
  - pay workshop leader and field representative fees
  - pay IB Americas the district workshop event per capita fee
  - agree to adhere to IB Americas payment and copyright policies
  - adhere to the required 15 instructional hours
  - facilitate participation in post-workshop event online evaluation
- has submitted the following supplemental documents:
  - draft district workshop budget, including total proposed number of participants, workshop leaders and field representative(s)
  - draft district workshop schedule

### Sample district workshop expenses

Item/Activity	Amount
<p>1. Per capita/participant registration fees            \$409 (150+ participants)            \$459 (100–149 participants)</p> <p>(# of participants X per capita fee = total per capita costs)</p>	<p>Total estimated per capita fees:</p> <p>Total participant fees:</p>
<p>2. Leader expenses:            (# of leaders X \$2,500 US = total leader expenses including honoraria)</p> <p>-----</p> <p>1 leader for 8–25 participants; 2 leaders for 26–36 participants</p> <p>_____ (Total number of PYP leaders)</p> <p>-----</p> <p>1 leader for 8–25 participants; 2 leaders for 26–36 participants</p> <p>_____ (Total number of MYP leaders)</p> <p>-----</p> <p>1 leader for 8–25 participants; 2 leaders for 26–36 participants</p> <p>_____ (Total number of DP leaders)</p>	<p>Total PYP leader expenses:</p> <p>Total MYP leader expenses:</p> <p>Total DP leader expenses:</p>
<p>3. IB field representative(s) fee</p> <ul style="list-style-type: none"> <li>• On-site services of IB field representative</li> </ul> <p><i>For programmes offering five or more workshop sessions, a field representative is required for that programme.</i></p>	<p>Total:</p>
<p>4. Other related expenses</p> <ul style="list-style-type: none"> <li>• On-site meals, lunch, refreshment breaks</li> <li>• Audio-visual/technology</li> <li>• Transportation to and from workshop venue for leaders</li> <li>• Workshop supplies (chart paper, markers, chart stands, etc.)</li> </ul>	<p>Total:</p>
<p>Total on-site expenses estimate</p>	<p>Total:</p>

## District workshop preparation

### Application deadlines:

- ❑ For January–June workshop events apply by 1 August
- ❑ For July–December workshop events apply by 1 February

### Notification of application status:

- ❑ For January–June workshop events by 1 September
- ❑ For July–December workshop events by 1 March

### Initial conference call:

After notification of an approved application status, an IB staff member will contact the designated district workshop coordinator to arrange an initial conference call to discuss logistics of the workshop.

### Forty-five days before district workshop:

The district workshop coordinator is responsible for sending the IB final participant numbers for each district workshop.

### At least 30 days before district workshop:

- ❑ Should a district workshop be cancelled by the Organization for any reason, the Organization must provide written notice to IB Americas at least 30 days before the first scheduled day of the district workshop.
- ❑ The IB will notify the district workshop coordinator that the printing files for district workshop materials have been mailed.
- ❑ The district workshop coordinator is responsible for sending the IB a completed participant reporting template.

### Two weeks before the district workshop:

The district workshop coordinator is responsible for sending the IB any additional participant additions or subtractions to the reporting template.

### The day before the district workshop:

- ❑ All printed materials and required IB printed materials should be made available to the workshop leaders the evening before at the faculty meeting.
- ❑ An IB field representative will attend the faculty meeting with workshop leaders. The district workshop coordinator will need to provide contact information for an Organization staff member who can be reached for assistance on-site during the district workshop. Notification will also need to be given for when the on-site facility will be open for pre- and post-event planning.

**The day of the district workshop:**

- ❑ An IT coordinator or staff experienced with IT must be available on-site to assist the workshop leaders.
- ❑ The district workshop coordinator must be available for a debrief at the end of the first day.

**After the district workshop:**

- ❑ The district workshop coordinator will need to provide the IB verification of email addresses of participants for online evaluation using the provided template.
- ❑ The district workshop coordinator must provide the IB with copies and verification of participant sign-in sheets.
- ❑ The district workshop coordinator will need to be available for a debrief call with the IB within three days of the conclusion of the district workshop.

**Other items to consider****Transportation/Lodging:**

- ❑ Methods of transportation to and from district workshop site
- ❑ Methods of transportation to and from the airport/hotel
- ❑ Hotel close to district workshop site if possible
- ❑ Hotel close to restaurants, shopping, and other facilities if possible

**Meals and refreshments:**

- ❑ Water available for workshop leaders and participants during sessions
- ❑ Snacks and coffee/beverages for break times (morning/afternoon break)
- ❑ Plan for a minimum of two food service lines or stagger lunch times
- ❑ Priority to be at the front of the line and reserved table for workshop leaders
- ❑ Please note that breakfast service is not required at district workshops

**Other:**

- ❑ Each room should have all requested supplies available for district workshop set-up
- ❑ Workshop leaders and participants should have name badges
- ❑ Daily morning/afternoon sign-in sheets for participant verification
- ❑ Methods to ensure timely arrival, departure, and full involvement of participants



**7. Acceptance of application**

If your application is accepted by the IB, you shall receive a written confirmation. By signing below, you agree to the **terms and conditions** found at the end of this document.

Please note that any contract which contradicts, omits or modifies any aspect of the terms and conditions must be submitted to the IB at least **60 days** prior to the planned start date of this district event.

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Name of Superintendent/Governing head (Superintendent, Board President, Required signatory)	Title
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Signature	Date
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Name of IB contact	Title
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Signature	Date
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# District Workshop Terms and Conditions

These Terms and Conditions together with Schedule A Application for District Workshops and Schedule B Workshop Offerings shall be collectively referred to as the "Agreement". This Agreement is made between the International Baccalaureate Organization with its principal office located at Route des Morillons 15, Grand-Saconnex, Genève, CH-1218, Switzerland a Swiss foundation (the "IB") and the Organization, and the Organization, on the date upon which you sign the Acceptance Statement ("Effective Date"). Reference may be made in these Terms and Conditions to the IB, in relation to the IB's sole ownership of intellectual property rights and its right to establish workshop quality assurance standards.

The IB, of which IB Americas - 7501 Wisconsin Avenue, Suite 200 West, Bethesda, MD 20814, USA, is a branch, creates and owns the assets, materials, policies, standards and practice framework for the whole organization worldwide. IB Americas organizes and oversees the running of On Site District Workshops in the Americas region and, to this end it is seeking the services of Organization.

## 1 DEFINITIONS

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

**"Confidential Information"** means all information in any medium or form (whether marked "confidential" or not) that the Organization 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.

**"District Workshop(s)"** means the workshop as described and set forth in section 3 of Schedule A.

**"District Workshop Co-ordinator"** means the person identified in section 1 of Schedule A, selected by the Organization.

**"Field Representative"** means a person selected by the IB.

**"Force Majeure Event"** means any unforeseeable event or circumstance that is beyond the reasonable control of a Party including, without limitation, fire, flood, earthquake, elements of nature, acts or regulations of government bodies, court orders, acts of war, terrorism, riots, civil disorders, rebellions or revolutions and renders it excessively difficult for a Party to timely perform its contractual obligations.

**"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"** is an evaluation to be completed by all Workshop Participants at the conclusion of the Workshop. An attendance certificate will be issued by the IB to all Participants once the Online Workshop Evaluation is completed and payment of fees has been confirmed ("Attendance Certificate").

**"Organization"** means district, school board, province, ministry, or other governing entity identified in section 1 of Schedule A.

**"Participant(s)"** means any person enrolled with the IB for attending a Workshop 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.

**"Unlawful discrimination"** means treating a person less favorably because of race, color, religion, sex, sexual orientation, age, economic status, national origin, disability or political affiliation, or other discriminatory factors prohibited by law.

**"VAT"** means any value added tax chargeable by virtue of any enactment in a country.

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

**"Workshop Location"** means the location set forth in section three (3) above.

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

## 2 PARTICIPANTS

2.1 Participants in the District Workshop offered by the IB will be selected by the Organization, consistent with the Organization's general policies and procedures regarding enrolment, and will be registered by the Organization no later than 45 days prior to commencement of the District Workshop unless otherwise agreed upon by the IB. However, the Organization will use reasonable efforts to ensure that the Participants have the capability to engage in the activities required for the District Workshop and to benefit from the experiences to be provided at the District Workshop. The number of Participants enrolled, however, shall be determined by the IB in its sole discretion and limited to that number for a particular subject.

2.2 Participation is restricted to Participants within the school district for which the Application for District Workshops has been accepted, unless otherwise agreed upon by the IB.

2.3 The Organization 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 District Workshop.

2.4 The Organization agrees to handle all complaints by Participants of any District Workshop provided hereto and both understands and agrees that it must properly

fulfil its responsibility in this regard to protect the good will of the IB in its names, marks, educational materials and the conduct of its District Workshops. The Organization 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 District Workshop 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 District Workshops however the IB cannot honour requests for specific leaders. All District Workshop offerings are subject to Workshop Leader availability.

### 4 DISTRICT WORKSHOP CO-ORDINATOR(S)

- 4.1 It is understood and acknowledged between the Parties that the District Workshop 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 District Workshop Co-ordinators.
- 4.2 District Workshop Co-ordinators will be selected by the Organization to facilitate all communication, Participant registration, payment, logistics, and other matters related to the District Workshop.
- 4.3 The IB will provide the District Workshop Co-ordinators with original copies of all Workshop Materials. The District Workshop Co-ordinators will provide the Workshop Materials to the district or board for photocopying and District Workshop Co-ordinators will distribute Workshop Material to the Participants. The Workshop Material may only be used during this District Workshop. Intellectual Property Rights of all Workshop Materials are the property of the IB, in accordance with the terms set out in Clauses 9 and 10.
- 4.4 The District Workshop 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 FIELD REPRESENTATIVE(S)

A minimum of one (1) IB Field Representative is required at every District Workshop with the IB reserving the right to require additional Field Representatives based on the programmes and workshops requested by the Organization.

### 6 ORGANIZATION REQUIREMENTS

- 6.1 The Organization agrees that District Workshop must follow the IB prescribed session guidelines adhering to required contact hours and may include a general plenary session for all Participants.
- 6.2 The Organization must have submitted the IB School Information form for each Organization participating in the District Workshop.
- 6.3 The Organization agrees to ensure that each Participant completes the IB online Workshop evaluation, sent electronically at the conclusion of the District Workshop.

- 6.4 The Organization shall not charge a separate fee, outside of the IB per capita fee, to Participants or consortium schools.

- 6.5 During District Workshop, Organization agrees to provide coordination services (such as on-site logistics, food and beverages) and facilities (including meeting rooms, presentation equipment and materials) for the District Workshop. Furthermore, Organization shall provide ground transportation, free of charge, to Workshop Leaders and Field Representatives to/from airport to hotel to Workshop Location. Such costs must be paid in advance of the District Workshop.

- 6.6 During the District Workshop, Organization agrees to provide Participants with sufficient facilities and materials for the District Workshop.

- 6.7 The IB shall issue and shall send attendance certificates to the District Workshop Co-ordinator who shall forward such attendance certificates to all Participants upon completion of the District Workshop itself but only after the completion of the Online Workshop Evaluation and receipt of payment for the District Workshop are confirmed.

### 7 PAYMENT TERMS

- 7.1 The Organization will pay the invoices within forty five (45) 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. The Organization

agrees that, in case the Organization does not pay by the agreed date, the IB may claim any recovery costs caused by the Organization's payment delay, including but not limited to administrative costs.

- 7.2 All payments due under this Agreement to the IB shall be made in US Dollars and shall be wired into the IB bank account as instructed by the IB.

- 7.3 The District Workshop Fees as specified in section 4 of Schedule A 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 District Workshop Fees.

- 7.4 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 to this Agreement 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.

### 8 CONFIRMATION MODIFICATION AND CANCELLATION

- 8.1 To confirm a District Workshop, the District Workshop Coordinator must ensure that each Participant is registered at least forty-five (45) days prior to the first scheduled day of the District Workshop. 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 forty-five (45) days prior to the District Workshop. The District Workshop Fees of a Participant, who is registered for the Workshop and is not cancelled by the District Workshop Coordinator within the deadline and does not attend the District Workshop, will not be reimbursed.

In case of modification and/or cancellation by the Organization, the Organization must provide written notice to the IB at least thirty (30) days before the District Workshop. The Organization shall be liable to the IB for any costs or expenses incurred by the IB up to the date of modification and/or cancellation (including but is not limited to travel and lodging costs related to Workshop Leaders). In addition, in case of cancellation by the Organization within thirty (30) days before the District Workshop, no credit will be granted.

- 8.2 The IB reserves the right to vary or cancel a District Workshop where the occasion necessitates or when there is low enrolment in the District Workshop.

## 9 INTELLECTUAL PROPERTY RIGHTS

9.1 The Organization 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.

9.2 Nothing herein shall give Organization 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.

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

9.4 The IB hereby grants the Organization a license to use the IB In Cooperation logo on an ongoing basis for the following uses:

1. On the website of the Organization on pages relating to the District Workshop.
2. On printed publicity materials produced by the Organization on pages relating to the District Workshop.

9.5 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.

9.6 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 District Workshop or used in any way to demean, defame, embarrass, diminish or cause harm to the IB.

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

## 10 MISUSE AND VIOLATION OF THE IB'S INTELLECTUAL PROPERTY RIGHTS

If the Organization or its Participants shall violate the provisions of clause 9 whether or not such violation is intentional or not, the Organization shall indemnify and hold harmless the IB for all costs, including the IB's reasonable attorneys' 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 9 as well as the enforcement of such clause after the entry of any order or judgment by a court of competent jurisdiction.

## 11 DURATION – TERMINATION

11.1 This Agreement shall commence on the date upon which the Acceptance Statement is signed by the Organization and shall end upon conclusion of the District Workshop date(s) specified in Section 3 of Schedule A, unless terminated earlier in accordance with clauses 11.2, 11.3 and 15.2.

11.2 Each Party shall have the right to terminate this Agreement by giving written notice in accordance with clause 17 to the other Party if:

11.2.1 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 remedying the breach, 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 purposes of this clause 11.2.1, Parties agree, without limitation, that the obligations of Organization regarding clauses 9 and 10 above are "*material obligations*", and any violation thereof shall constitute a "*material breach*".

11.2.2 The other Party becomes insolvent, is adjudicated bankrupt or compounds with or makes any arrangement 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.

11.3 The IB may terminate this Agreement with immediate effect by notice in writing to Organization:

11.3.1 if Organization conducts and/or organizes the District Workshops 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, Organization shall remain responsible for covering all the organizational costs of the District Workshops; and/or

11.3.2 in the sole opinion of the IB, Organization conducts and/or organizes the District Workshops 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.

## 12 CONFIDENTIALITY

12.1 Organization shall hold, and cause its respective officers, directors, employees, subcontractors and agents (collectively, "Organization 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 Organization's possession or was known by the Organization prior to its receipt from the IB, (ii) in the public domain through no fault of the Organization, (iii) later lawfully acquired by the Organization 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 Organization without any use of the Confidential Information. Organization shall not release or disclose to any other person or entity, or otherwise use, such Confidential Information except strictly in connection with the Organization's duties and obligations contemplated by this Agreement. Organization shall notify the IB concerning any law or court order or other governmental agency having authority to require disclosure of such IB Confidential Information, so that the IB can take appropriate action to protect such Confidential Information.

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

## 13 DATA PROTECTION

- 13.1 Nothing in this clause or this Agreement shall prohibit the IB from providing any information concerning the Organization, the District Workshop Co-ordinator, or Participants ("Organization 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 Organization expressly agrees to such disclosures and use of Organization Personal Data, provided that such IB affiliates, bona fide business partners and third party service providers agree to maintain the Organization Personal Data confidentially, not to disclose it to any unauthorized parties without the Organization's consent, except as required by law, and to adhere to all applicable local data protection laws and regulations regarding the Organization Personal Data.
- 13.2 The Organization can request access to and/or rectification of the Organization Personal Data.
- 13.3 The Organization consents that the Organization Personal Data may, for the same purposes as stated in clause 13.1, also be transferred to other entities located in countries that, under the Swiss law principles, do not offer an adequate level of protection of Organization 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 Organization Personal Data.
- 13.4 The Organization will ensure that it maintains an adequate level of protection for the "IB Personal Data," which includes any information concerning the IB and the 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 Organization 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.
- 13.5 In the event that the Organization receives written confirmation from the IB that IB Personal Data may be disclosed to a third party, the Organization 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 Organization in writing.

- 13.6 The IB can request access to and/or rectification of IB Personal Data at all times.
- 13.7 The Organization will promptly notify the IB of any breach of the security measures required to be put in place as stated in clause 13.4 and the Organization 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.
- 13.8 Organization hereby agrees that upon termination of this Agreement, Organization will destroy all Confidential Information and IB Personal Data and will confirm said destruction in writing to the IB immediately after destruction is completed.
- 13.9 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.
- 13.10 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 Organization 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.
- 13.11 The foregoing obligations remain applicable beyond the end of this Agreement.

## 14 INDEMNITIES

- 14.1 The IB agrees to indemnify, save and hold harmless and to defend Organization 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 Organization's use, pursuant to the terms and conditions of this Agreement, of the IB supplied Workshop Materials, provided that such claims do not arise in whole or in part from Organization's breach of this Agreement. Organization agrees to provide the IB with immediate notice of any such claim, and the IB shall have full charge of any such defense thereto, with Organization 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.
- 14.2 The Organization 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 Organization, or any of its employees or agents, arising out of or resulting from any breach by the Organization of this Agreement or otherwise related to the Organization's provision of services herein, including but not limited to cancellation of any District Workshop by the Organization, and including without limitation any breach of any of the Organization's obligations, representations or covenants herein.

## 15 LIABILITY

- 15.1 To the extent permitted by law, the IB will not be held liable by reason of breach of contract, negligence or otherwise for any loss or consequential loss occasioned to any person acting, omitting to act or refraining from acting in reliance upon the Workshop Material or presentation of the District Workshop or, except to the extent that any such loss does not exceed the price of the District Workshop, arising from or connected with any error or omission in the Workshop Material or

presentation of the District Workshop. Consequential loss shall be deemed to include, but is not limited to, any loss of profits or anticipated profits, damage to reputation or goodwill, loss of business or anticipated business, damages, costs, expenses incurred or payable to any third party or any other indirect or consequential loss.

- 15.2 Neither Party shall be liable to the other for any delay or non-performance of its obligations under this Agreement due to a Force Majeure Event. The affected Party shall promptly notify the other Party in writing of the cause, its likely duration and its effect on the performance of the affected Party's obligations. The Parties shall negotiate with a view to limiting as far as possible the potential effect of the Force Majeure Event on the capacity of the Parties to fulfill their obligations under this Agreement. If no solution can be found within ten (10) days from the affected Party's notification, either Party may either (a) suspend this Agreement in whole or in part for the duration of the Force Majeure Event, or (b) terminate this Agreement with immediate effect.

## 16 INSURANCE

The Organization 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 Organization shall provide certificates of insurance or copies of each such policy within ten (10) days following to the IB's request.

## 17 NOTICES

17.1 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 – IB Americas - 7501 Wisconsin Avenue, Suite 200 West, Bethesda, MD 20814, USA or District Workshop Coordinator at the Organization's address set forth in Schedule A, 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.

- 17.2 Copies of all notices to the IB shall also be sent to the IB Legal Department at the following address:

**Attention Legal Department**  
International Baccalaureate Organization  
15, Route des Morillons  
1218-Grand Saconnex. Geneva, Switzerland

## 18 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 authorized officer or representative of each of the Parties.

## 19 NO ASSIGNMENT

The identity of the Organization is an essential term of this Agreement, and this Agreement and any of the Organization's rights, duties and obligations hereunder, may not be assigned, delegated, transferred, shared or divided by the Organization, 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.

## 20 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.

## 21 GOVERNING LAW - JURISDICTION

- 21.1 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.
- 21.2 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.

## 22 GLOBAL IB EVENT REGISTRATION

22.1 You affirmatively agree:

- to the [IB website terms conditions](#)
- to the [IB privacy policy](#)
- to the [Global IB Event Participation Policy and Privacy Supplement](#)

22.2 You confirm:

- that you are above the age of legal majority in your country of residence or are the parent/legal guardian of a student under the age of legal majority in your country of residence
- that you understand and consent to the IB's processing, use, transfer and disclosure of your personal data (or that of your child/ward's on their behalf), including without limitation any sensitive personal data (as may be defined under the laws of your country of residence) as described in the IB privacy policy and Event Participation Policy and Privacy Supplement, including the transfer of your personal data to third parties and/or other countries.