



**INTERNATIONAL BACCALAUREATE ORGANIZATION**

**Rules for authorized schools:  
Diploma Programme**



# Rules for authorized schools: Diploma Programme

## Article 1: Scope

The International Baccalaureate Organization (hereinafter “IBO”) has developed and offers three programmes of international education entitled the “Diploma Programme”, the “Middle Years Programme” and the “Primary Years Programme”.

This document describes the rules that apply to schools that have been authorized to offer the Diploma Programme.

When used herein the term “legal guardians” encompasses parents. If a student (hereinafter “candidate(s)”) is of legal age, the school’s duties towards legal guardians specified herein also apply towards the candidate.

## Article 2: Acceptance of IBO regulations and procedures

Authorized schools (hereinafter “schools”) agree to comply with the *General regulations: Diploma Programme* and with the procedures as set out in the current *Vade Mecum* that governs the administration of the Diploma Programme.

## Article 3: Reference to the IBO’s function and its programmes

- 3.1 The IBO is independent from schools. Schools must make it clear to the relevant authorities and legal guardians that:
  - (a) the sole responsibility for the implementation and quality of teaching of the Diploma Programme rests with the school
  - (b) the sole responsibility for any shortcomings in the implementation or quality of teaching of the Diploma Programme is borne by the school
  - (c) the award of the International Baccalaureate diploma (hereinafter “IB diploma”) or certificate(s) is the sole prerogative of the IBO and not of a school.
- 3.2 Schools are entitled to present themselves as an authorized school and to use the “IB World School” logo only in connection with the IB programme(s) they have been authorized to teach. This right lapses immediately if authorization is withdrawn.

## Article 4: Responsibilities of the IBO

- 4.1 The IBO will allow authorized schools to deliver the Diploma Programme and to use the related materials under the conditions provided in these *Rules for authorized schools: Diploma Programme*.
- 4.2 The IBO will establish assessment procedures and administer examinations where applicable and will ensure their integrity.

## Article 5: Responsibilities of authorized schools

- 5.1 Schools are responsible for ensuring they can implement the Diploma Programme in conformity with the school’s obligations under local and national laws.
- 5.2 Schools are responsible for the quality of teaching of the Diploma Programme. Schools, therefore, bear sole responsibility for any shortcomings in the quality of teaching of the Diploma Programme, and they undertake to hold the IBO harmless with regard to any

legal action taken by candidates or their legal guardians as a result of such shortcomings. Schools must ensure that the Diploma Programme is properly funded, is effectively delivered and is administered according to IBO regulations and procedures. Each school must appoint a Diploma Programme coordinator to administer the programme, and give him or her the opportunity to attend IBO-approved training workshops.

- 5.3 It is the school's responsibility to determine whether it can enroll a candidate with diagnosed disabilities into the Diploma Programme. Schools must ensure that legal guardians and students themselves are aware of the special arrangements for assessment made by the IBO for candidates with diagnosed disabilities. A school must not make special arrangements for assessment without the IBO's prior approval.
- 5.4 Schools must ensure that teachers of the Diploma Programme are knowledgeable about the curriculum and assessment requirements set out in the Diploma Programme guides and supporting materials. To this end, it is the school's responsibility to obtain all relevant up-to-date Diploma Programme guides from the IBO and to provide opportunities for teachers of the Diploma Programme to attend IBO-approved training workshops.
- 5.5 Schools are responsible for ensuring that legal guardians are properly informed of all Diploma Programme requirements, notably the content of the curriculum, and all relevant aspects of examinations and assessment, and for ensuring candidates are registered for examinations in an accurate and timely manner. It is the function of schools to administer diligently those aspects of the organization of the examinations for which they are responsible in accordance with the procedures described in the current *Vade Mecum*.
- 5.6 When candidates enroll in the programme, schools have the duty to supply all legal guardians with a copy of the *General regulations: Diploma Programme* and must do so using a standard form to be countersigned and returned to the school by each guardian, whereby the guardian acknowledges:
  - (a) having received, read, understood and accepted the *General regulations: Diploma Programme*  
and
  - (b) having noted and understood the rules on copyright relating to candidates' materials submitted to the IBO for assessment as provided under article 3 of the *General regulations: Diploma Programme*.

Under article 3 of the *General regulations: Diploma Programme*, candidates retain copyright over their material but are deemed to grant the IBO a non-exclusive, charge-free, worldwide licence to reproduce the materials under certain conditions. However, they have the right to claim exclusive copyright on 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 *Vade Mecum*.

- 5.7 Schools must keep in each candidate's school record a copy of the signed standard form referred to in paragraph 5.6 and they bear full responsibility for any failure to do so if a guardian later complains about not having been informed of the *General regulations: Diploma Programme*. Schools undertake to hold the IBO harmless with regard to any legal action taken by candidates or their legal guardians in which non-receipt of the *General regulations: Diploma Programme* constitutes one of the grounds of such action.
- 5.8 Schools must ensure that all fees are paid in accordance with the current IBO scales of fees and timetable for payments.

- 5.9 For use of the IBO's secure online services, notably IBNET, IBIS and the online curriculum centre, schools must control the allocation and use of usernames and passwords and ensure that teachers are aware of the terms and conditions.

## **Article 6: Review and evaluation procedures**

- 6.1 Schools must be open to visits from representatives of the IBO for reviews of a school's implementation of the Diploma Programme. These visits can be made at any time with reasonable advance notice. The IBO will also conduct unannounced inspections of schools during periods of examinations in order to monitor compliance with the *General regulations: Diploma Programme* and the current *Vade Mecum*.
- 6.2 A general evaluation of a school's implementation of the Diploma Programme normally occurs at five-year intervals. Schools are expected to conduct a self-study in preparation for this evaluation process.
- 6.3 Schools are expected to have a mechanism in place to respond to the recommendations and, where appropriate, matters to be addressed in the evaluation report.

## **Article 7: University recognition**

The IBO actively promotes wide recognition and acceptance of the IB diploma as a basis for entry to courses at universities and other institutions of higher education, but the requirements of individual institutions and the relevant authorities of a country are subject to change beyond the IBO's control. The schools, therefore, have the duty to make it clear, including in relevant documents such as enrollment forms or promotional literature, to all legal guardians that the recognition of an IB diploma by a specific university and the relevant authorities of a specific country cannot be guaranteed. The schools are also responsible for informing legal guardians about the specific requirements for recognition in all countries and universities where such requirements exist, particularly as they affect subject choice in the Diploma Programme. The schools are solely responsible for the consequences of any failure to clarify the foregoing points with legal guardians and the schools undertake to hold the IBO 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 IBO**

- 8.1 The content of the curriculum and its assessment, as well as all materials produced by the IBO in any form relating thereto, remain the sole property of the IBO and are covered by copyright.
- 8.2 A school's authorization to teach the Diploma Programme also encompasses a non-exclusive right to deliver the programme and use the related IBO materials. This right is limited to the delivery of the programme within that school only.
- 8.3 A school's authorization to teach the Diploma Programme also encompasses a non-exclusive right to:
- (a) use the "IB World School" logo on its stationery, publications, web site and non-commercial promotional material
  - (b) request from the IBO and use the IBO's graphic of the Diploma Programme model
  - (c) make copies of official programme documentation (as defined and updated from time to time in the *IBO Policy and Rules for Use of IBO Intellectual Property*) in part, or whole, for use by their teachers; or post on the school's access-restricted web site for their school community the electronic file of such documentation if

published by the IBO on IBNET, IBIS or on its online curriculum centre for teaching or information purposes

- (d) make copies of official programme documentation as above, for use within the school community, including IBO materials prepared specifically for candidate use or to inform legal guardians, excluding examination papers for an examination session sent to the school for candidates sitting a Diploma Programme examination.
- 8.4 All the rights granted in paragraphs 8.2 and 8.3 are granted only for the period of validity of the school's authorization and lapse automatically when the authorization ends.
- 8.5 Schools must not otherwise reproduce any IBO materials or use its logos in any form (paper or electronic) without prior written consent of the IBO.

## **Article 9: Copyright on materials submitted to the IBO**

- 9.1 Candidates retain copyright on all materials submitted to the IBO on their behalf for assessment purposes, but by submitting those materials they thereby grant the IBO a non-exclusive, charge-free, worldwide licence, for the duration of the statutory copyright protection, to reproduce the materials in any medium for assessment, educational, training and/or promotional purposes in relation to the IBO's activities, or those related activities of which it approves.
- 9.2 From time to time, candidate material will include assessment tasks that have been created by teachers within the terms of their contract of employment and that are the copyright of the school. By submitting such material, the school is granting a licence to the IBO to use it as above.
- 9.3 Where materials submitted to the IBO contain third-party copyright material, information about the source must be included in the submission to enable the IBO, if necessary, to seek permission from the copyright holder to use it.

## **Article 10: Withdrawal of authorization**

- 10.1 A school's authorization to teach the Diploma Programme may be withdrawn if:
- (a) the IBO is not satisfied the school is implementing the programme according to the *Programme standards and practices*
  - (b) the school has failed to observe the requirements for administering the programme and examinations as described herein and in the relevant IBO documentation
  - (c) the school fails to take reasonable steps to protect the IBO's intellectual property rights and to prevent use that is contrary to the *IBO Policy and Rules for Use of IBO Intellectual Property*
  - (d) fees remain unpaid to the IBO despite reminders having been sent
  - (e) a school refuses to accept any standard amendment to these *Rules for authorized schools: Diploma Programme*, that is, any amendment that is decided by the IBO 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 the authorization will be withdrawn.
- 10.3 Any decision to withdraw authorization to teach the Diploma Programme is taken by the director general of the IBO. The director general's decision is not subject to appeal and will take effect from the beginning of the school year following the decision, except

that the teaching of the Diploma Programme may continue until candidates already enrolled in the programme have had the opportunity to take their examinations.

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

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

### **Article 12: Entry into force and duration**

This version of the *Rules for authorized schools: Diploma Programme* shall enter into force on 1 September 2006 for May session schools or 1 January 2007 for November session schools, and shall remain applicable to all authorized schools until amended.

### **Article 13: Governing law**

Swiss law governs these *Rules for authorized schools: Diploma Programme* and all other documents relating to authorization to teach the Diploma Programme.

### **Article 14: Arbitration of disputes**

Any dispute arising from or in connection with these *Rules for authorized schools: Diploma Programme* or any other document relating to the authorization to teach the Diploma Programme shall be finally settled by one arbitrator in accordance with the *Swiss Rules of International Arbitration* of the Swiss Chambers of Commerce. The seat of the arbitration shall be Geneva, Switzerland. The proceedings shall be confidential and the language of the arbitration shall be English.

Geneva, 1 May 2006