



International Baccalaureate®
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Primary Years Programme

Rules for IB World schools: Primary Years Programme



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Article 1: Scope

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

Article 2: Acceptance of IB Organization regulations and procedures

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

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

- 3.1 The IB Organization is independent from schools. Schools must make it clear to the relevant authorities and legal guardians that:
 - a. the sole responsibility for the implementation and quality of teaching of the PYP rests with the school
 - b. the sole responsibility for any shortcomings in the implementation or quality of teaching of the PYP is borne by the school.
- 3.2 A school is entitled to present itself as an IB World School and to use the “IB World School” logo only in connection with the IB programme(s) that it has been authorized to implement. This right is only granted for the period of validity of the school’s authorization and lapses automatically when the authorization ends.

Article 4: Responsibilities of the IB Organization

The IB Organization will allow IB World Schools to deliver the PYP and to use the related materials under the conditions provided in these *Rules for IB World Schools: Primary Years Programme*.

Article 5: Responsibilities of schools

- 5.1 Schools offering the PYP must implement the programme in an inclusive manner, so that all students in all the grade/year levels in the school, or in the primary division of a school, are engaged with the PYP to the fullest extent possible.
- 5.2 Schools are responsible for ensuring that they can implement the PYP in conformity with the school’s obligations under local and national laws.
- 5.3 Schools are responsible for the quality of teaching of the PYP and they undertake to hold the IB Organization harmless with regard to any legal action taken by legal guardians as a result of any shortcomings.

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- 5.4 Schools must ensure that they properly fund the PYP, deliver it effectively and administer it according to the regulations and procedures of the IB Organization. Each school must appoint a PYP coordinator to administer the programme and must give him or her the opportunity to attend training workshops that have been approved by the IB Organization.
- 5.5 Schools must ensure that teachers of the PYP and principals/heads of school are knowledgeable about the curriculum framework and the standards, practices and requirements for the implementation of the programme as set out in the following IB documents and all other PYP support materials:
- Programme standards and practices*
 - Making the PYP happen: A curriculum framework for international primary education*
 - Making the PYP happen: Pedagogical leadership in a PYP school*
 - the current PYP *Coordinator's handbook*.

To this end, it is the school's responsibility to ensure access for teachers to all relevant, up-to-date PYP materials from the IB Organization and to provide opportunities for teachers to attend training workshops that have been approved by the IB Organization.

- 5.6 Schools are responsible for ensuring that legal guardians are properly informed about the curriculum framework, including assessment guidelines and the requirements of the programme.
- 5.7 When students enter the programme, schools have the duty to supply legal guardians with a copy of the *General regulations: Primary Years Programme*. Schools undertake to hold the IB Organization harmless with regard to any legal action taken by students or their legal guardians in which non-receipt of the *General regulations: Primary Years Programme* constitutes one of the grounds of such action.
- 5.8 When students enter the programme, legal guardians must be asked for written permission to be able to submit their child's work to the IB Organization if requested. This, in effect, grants the IB Organization a non-exclusive, charge-free, worldwide licence, for the duration of the statutory copyright protection, to reproduce submitted materials in any medium for educational, training and/or promotional purposes relating to the IB Organization's activities, or to those related activities of which it approves. Schools must not submit a child's work if such written permission is not given.
- 5.9 Schools must ensure that all fees are paid in accordance with the scales of fees, assigned currency and timetable for payments currently set by the IB Organization.
- 5.10 For use of the IB Organization's secure online services, schools must control the allocation and use of usernames and passwords and ensure that teachers are aware of the terms and conditions.
- 5.11 Schools must inform the IB Organization of any major changes in their structure and/or legal status that occurred after authorization. The IB Organization may choose to visit a school as a result of these changes, if it considers that they may affect the implementation of the programme. The visit will be funded by the school, according to IB policies in this respect.

Article 6: Review and evaluation procedures

- 6.1 Schools must be open to visits from representatives of the IB Organization for reviews of their implementation of the PYP. These visits can be made at any time with reasonable advance notice and will be funded by the schools, according to IB policies in this respect.
- 6.2 A general evaluation of a school's implementation of the PYP, which includes a visit funded by the school as in article 6.1 above, must take place four years after the initial authorization and then at five-year intervals. Schools are expected to conduct a self-study in preparation for this evaluation process.
- 6.3 Schools are expected to implement actions in response to the recommendations and, where appropriate, matters to be addressed as detailed in the evaluation report.

Article 7: Property and copyright of the IB Organization

- 7.1 The content of the curriculum, including its assessment, for all of the IB Organization's academic programmes (PYP, MYP and the Diploma Programme), as well as all materials produced by the IB Organization in any form relating thereto, remain the sole property of the IB Organization and are protected by copyright. Consequently, a school is not entitled to create any courses of its own that are derived from an IB curriculum and/or materials, no matter whether the courses are deemed by the school to be ancillary to or preparatory to an academic programme of the IB Organization.
- 7.2 Furthermore, the IB Organization is the owner of internationally registered trademarks, including its logos and the word devices—in its official languages—of “International Baccalaureate”, “IB World School” and “IB” in various forms. Consequently, a school is not entitled to use the terms “International Baccalaureate” or “IB”—in any language—to identify its own courses and may only make reference to the “International Baccalaureate” or “IB” in relation to its own courses if the school clearly explains in its communications and marketing materials that such courses are not developed or endorsed by the IB Organization.
- 7.3 A school's authorization hereunder encompasses a non-exclusive right to teach the programme and to use the related materials supplied by the IB Organization within the limits and in the form defined in the *Rules and policy for use of IB intellectual property* (hereinafter “IB Organization's IP policy”), as updated from time to time. This right is limited to the delivery of the programme within that school alone.
- 7.4 Subject to the conditions of the IB Organization's IP policy, a school's authorization to teach the PYP also encompasses a non-exclusive right to:
 - a. use the “IB World School” logo on its school's stationery, publications, website and non-commercial promotional material in connection with the IB programme it is authorized to offer
 - b. request from the IB Organization and use the IB Organization's graphic of the PYP model—to be used without any alterations, additions or amendments
 - c. make copies of official programme documentation in part, or whole, for use by their teachers; or post on the school's access-restricted website for their school community the electronic file of such documentation if published by the IB Organization for teaching or information purposes
 - d. make copies of official programme documentation, as above, for use within the school community, including materials prepared by the IB Organization specifically for student use or to inform legal guardians.
- 7.5 Schools must not otherwise reproduce any materials from the IB Organization or use its logos in any form (paper or electronic) without prior written consent from the IB Organization.
- 7.6 All the rights granted in articles 7.3 and 7.4 are granted only for the period of validity of the school's authorization and lapse automatically when the authorization ends.

Article 8: Copyright in materials submitted to the IB Organization

- 8.1 Students retain copyright in all material they produce that, subject to article 5.8, is sent in to the IB Organization from time to time. Schools will generally hold the copyright in lesson plans, assessment tasks and other materials that have been created by teachers within the terms of their contract of employment.
- 8.2 Where these materials are submitted to the IB Organization, the student and/or the school is thereby deemed to be granting a non-exclusive, charge-free, worldwide licence to the IB Organization, for the duration of the statutory copyright protection, to reproduce submitted materials in any medium for educational, training and/or promotional purposes relating to the IB Organization's activities, or to those related activities of which it approves.
- 8.3 Where materials submitted to the IB Organization contain third-party copyright material, information about the source should be included in the submission to enable the IB Organization, if necessary, to seek permission from the copyright holder to use the material.

Article 9: Withdrawal of authorization

- 9.1 Authorization to teach the PYP may be withdrawn if:
 - a. a school has breached any of its duties under these rules
 - b. the IB Organization is not satisfied that the school is implementing the programme according to the *Programme standards and practices* and programme requirements.
 - c. a school has failed to observe the requirements for administering the programme as described herein and in the relevant IB Organization documentation
 - d. a school fails to take reasonable steps to protect the IB Organization's intellectual property rights and to prevent any use that is contrary to the IB Organization's IP policy
 - e. fees remain unpaid to the IB Organization despite reminders having been sent
 - f. a school refuses to accept any standard amendment to these *Rules for IB World Schools: Primary Years Programme*, that is, any amendment that is decided by the IB Organization and is applicable to all schools.
- 9.2 In all cases the school will receive written notice that it has six months to remedy the situation; failing which, authorization will be withdrawn.
- 9.3 Any decision to withdraw authorization to teach the PYP is taken by the director general of the IB Organization. The director general's decision is not subject to appeal and will take effect from the beginning of the school year following the decision.

Article 10: Termination by schools

A school may terminate its authorization to teach the PYP by giving six months' notice, to take effect from the beginning of the next school year. Fees remain payable to the IB Organization until the teaching has ended.

Article 11: Extended validity of articles

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

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

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

...

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

Article 3: Name and status of schools

3.2 ... no school whose name includes the words "International Baccalaureate", "IB" or "World School" in any form or language—or that has any trademarks or pending applications containing such words—shall be accepted by the IB Organization as an IB school.

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

Article 4: Multiple campus schools

4.1 If a school is divided between two or more campuses, each campus is normally deemed a separate IB school and must individually fulfill all of the conditions of authorization stipulated in the *Guide to school authorization*.

4.2 In some cases the IB Organization recognizes that a single programme may, for logistical reasons, be taught in a school with two or more different campuses, perhaps a short distance apart. If such a multiple campus school is to be regarded as one unit for the purposes of recognition and fees, the following criteria must all be satisfied.

- a. All campuses are recognized as comprising a single school according to legal and local registrations.
- b. One person is responsible for the day-to-day educational leadership of the school across campuses and is formally recognized as such by the staff and, if applicable, also by the local authorities.
- c. The campuses are governed by the same rules and regulations—including organizational structure and, if applicable, school fee tariff.
- d. One IB programme coordinator will be responsible for the day-to-day functioning of the combined programme across the campuses.
- e. There can and will be horizontal and vertical articulation of the programme across the campuses.
- f. The staff across campuses can and will meet frequently for collaborative planning.

4.3 For the purposes of programme authorization, the IB Organization reserves the right to decide what constitutes a multiple campus school.

Article 12: Governing law

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

Article 13: Arbitration of disputes

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

Article 14: Entry into force and duration

This version of the *Rules for IB World Schools: Primary Years Programme* shall enter into force on 1 September 2011 for PYP schools whose school year begins in August/September, or on 1 January 2012 for PYP schools whose school year begins in January/February, and shall remain applicable to all schools until amended.