



COOPERATION AND LICENCE AGREEMENT

FOR ASSOCIATIONS OF IB WORLD SCHOOLS

This COOPERATION AND LICENCE AGREEMENT (the “Agreement”) is entered into as of **04 May 2022** (the “Effective Date”) and is 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 THE IB SCHOOLS ASSOCIATION OF COMMONWEALTH OF INDEPENDENT STATES (CIS) (the “Association”), situated **Zamorenova Street 29, 123376, Moscow, Russian Federation**.

The name used by the Association for its activities, if different from the above is **PUBLIC NAME OF THE ASSOCIATION**, i.e. the name used on all activities and publicity, including letterhead paper and website at the same address.

The IB and **THE IB SCHOOLS ASSOCIATION OF COMMONWEALTH OF INDEPENDENT STATES (CIS)** are hereinafter collectively referred to as the “Parties” or each individually as a “Party”.

WHEREAS:

- (A) The aim of the IB is to develop inquiring, knowledgeable and caring young people who help create a better and more peaceful world through intercultural understanding and respect. To achieve these purposes, the IB created and maintains a Diploma Programme, a Career-related Programme, a Middle Years Programme and a Primary Years Programme (collectively, the “IB Programmes”) and authorizes schools around the world to offer one or more of the IB Programmes (“IB World Schools”);
- (B) IB World Schools are independent from the IB but frequently wish to associate with each other in various groupings, in order to further common interests and goals related to the IB’s purpose;
- (C) the IB recognizes that these Associations of IB World Schools can be beneficial to each other and to the IB and has developed a process for formally recognizing associations who have met certain criteria set forth in [Annex D](#) (the “Criteria for Recognition”);
- (D) the Association has been determined by the IB, acting through the Global Centre in the Association’s region to have met the Recognition Criteria; and
- (E) the Parties now desire to enter into an agreement in which the IB recognizes the Association and to delineate the relationship between the IB and the Association;

NOW, THEREFORE, in consideration of the mutual promises and commitments made herein, and other good and valuable consideration, the Parties, intending to be legally bound, hereby agree as follows:

1. The IB's Commitments

- 1.1 The IB shall officially recognize the Association by listing it on the IB's public website at <http://www.ibo.org/contact-the-ib/associations-of-ib-schools/> and hereby grants it a non-exclusive licence for the duration of this Agreement to use the designation "Association of IB World Schools" in combination with the logo provided for such purpose by the IB, which is illustrated in [Annex A](#) to this Agreement.
- 1.2 The Association shall use such designation and logo according to guidelines in [Annex B](#). The license granted in section 1.1 may not be sub-licensed by the Association and it may not modify the designation or the logo in any manner.
- 1.3 The IB also hereby grants the Association a non-exclusive licence for the duration of this Agreement to access and use certain IB owned copyright materials, subject to the requirement of [Annex B](#).
- 1.4 IB will use its reasonable best efforts to make IB staff and resources available to assist and support the Association with IB-related issues and events facing the Association's constituency, whether they positively or negatively impact the IB. For example, only, and not by way of limitation, IB may support the Association in achieving recognition of the IB by universities or governments in Association's region or when IB Programmes are impacted by political decisions.
- 1.5 IB will use its reasonable efforts to attend meetings or events at the Association's request; provided, however, that no more than two IB staff will attend any single event or meeting, and that the Association submits a request in the form of [Annex E](#). The request shall be submitted to the Global Centre Head of Development, and will be granted by the IB if it meets certain criteria, determined by the IB in its sole discretion, including the IB's need to balance its participation at Association events and meetings among Associations, the purpose and expectations for IB's presence, the type of meeting or event, travel times and length of stay required, whether there is any financial support from the Association, and relevance of the event or meeting to mutual goals of the IB and the Association.

2. Association's Commitments

- 2.1 In exchange for the foregoing benefits, the Association shall:
 - a. encourage and organize professional exchange and support among its member IB World Schools regardless which IB Programmes are offered by such member IB World Schools;
 - b. promote the interests of its member IB World Schools through the activities listed on [Annex C](#) to this Agreement and such other IB World Schools as may be appropriate for the Association given its mission and constitutional documents;
 - c. comply with the requirements in [Annex D](#) throughout the Term of this Agreement, including the requirement to permit membership and participation by all IB World Schools in Association's geographic region, regardless of which, or how many, IB Programmes such IB World School may offer;
 - d. offer guidance and appropriate support to schools that approach the Association in relation to their interest in becoming an IB World School;
 - e. support IB activities upon reasonable request from the IB;
 - f. maintain regular communication with the relevant Global Centre, including seeking advice or assistance from, or providing information to, the IB through the Global Centre, about developments and events, as well as political and legislative activity, within the Association's geographic area that may have implications for or impact the IB, the IB Programmes or IB World Schools;

- g. attend meetings for Associations that are offered by the Global Centre;
 - h. allow IB staff or other authorized representatives to attend meetings or events of the Association at IB's cost upon reasonable written notice by the IB to the Association;
 - i. promptly notify IB in writing of any changes to its registered address or contact information in [section 5 under "Notices"](#);
 - j. carry out its activities in a manner consistent with the IB's mission, values, learner profile, and programme standards;
 - k. treat all Confidential Information as confidential and shall not disclose, share transfer, or sell the same to any third party without the IB's prior consent; (ii) ensure that all Confidential Information shall only be disclosed to its employees, officers, directors, agent, and contractors on a need to know basis; and (iii) not use Confidential Information other than is necessary for the purpose for which it was provided to the Association by the IB. For purposes of this section "**Confidential Information**" means any information and/or data of a confidential nature or purpose in any medium or form (whether marked "confidential" or not) that the Association receives from the IB, either directly or indirectly, and which concerns, without limitation, personal data or information as well as information about the business, operations or customers of the IB, including any information or data about schools or school staff, whether authorized, candidate and/or interested schools; and
 - l. maintain an up-to-date list of the IB World Schools that have chosen to be a member of the Association and provide this to the IB on an annual basis.
- 2.2 A separate agreement with the IB shall be made if the Association should wish to engage in any activity that is officially recognized by the IB, for example, any form of school evaluation or authorization visit, or teacher training for IB programmes.
- 2.3 The Association must seek written approval from the IB's Global Centre before it may formally represent the IB on any occasion or in front of any person, organization, business or state *regulatory* authority; provided, however, that the Association may informally advocate for issues related to the IB, IB Programmes or IB World Schools with consent from the IB (not to be unreasonable withheld) by providing 30 days' prior written notice to the IB. If the IB does not object within 10 business days of the receipt of such notice, then IB's consent shall be deemed given.
- 2.4 The Association shall not register in any language any trademark that includes the trademark protected terms 'International Baccalaureate', 'Baccalaureat international', 'Bachillerato Internacional' (in any language), or any IB logo/artwork. These protected terms should not also be used in the public name of the Association.
- 2.5 Similarly, the Association should not use or reproduce any trademark protected terms mentioned in clause 2.4 within its public name, including without any limitation on stationary, promotional materials, social media. In order to avoid any risk of confusion that the Association is part of, or acting on behalf of the IB, the Association shall refrain from placing the letters IB/BI next to the word 'Association' and shall not refer to itself as an IB Association of [Region/Country] in its public and registered name. The preferred format for both the registered and public name of the new Association is the following: [Region/Country] Association of IB World Schools.
- 2.6 The Association will only bestow membership upon IB candidate and authorized IB World Schools. In addition, all rights granted to the Association under this Agreement shall only be shared with candidate or authorized IB World Schools.

- 2.7 The Association shall indemnify, defend, and hold harmless *the IB*, its officers, directors, employees, agents or contractors and each of them (collectively "the indemnitees"), from and against any and all claims, demands, actions, judgments, costs, and expenses, including costs of defence thereof, incurred by any of the indemnitees caused by or arising from the breach of any provision of this Agreement, any misuse or violation of IB's intellectual property rights (whether intentional or not), negligence, gross negligence, or intentional misconduct of the Association, its officers, directors, employees, agents, or contractors.

3. Term and Termination

- 3.1. This Agreement is entered into for a three (3) year term as from the Effective Date. Either Party may terminate this Agreement without cause by giving the other Party 60 days' prior written notice; provided, however, that the IB may terminate this Agreement if any of its provisions are breached by the Association or if any of the Recognition Criteria are no longer met by the Association.
- 3.1. This Agreement may be renewed by the Association for additional three (3) year terms, provided that with respect to each renewal: (i) the Association provides the IB with written notice of its decision to renew at least 6 months prior to the end of the expiring term and (ii) the Association signs the most current form of the IB's Cooperation and License Agreement for Associations of IB World Schools, the terms and conditions of which may differ from this Agreement.
- 3.1. In the event of termination, the Association's benefits provided under article 1 of this Agreement shall lapse with immediate effect. In particular, the Association shall immediately cease using both the designation "*Association of IB World Schools*" and the related logo illustrated in [Annex A](#) to this Agreement and also cease using IB proprietary materials.

4. Miscellaneous, Applicable Law and Dispute Resolution

- 4.1 Each Party agrees that it will comply with applicable data protection and privacy laws and regulations, including, to the extent applicable, the EU Data Protection Directive 95/46/EC as implemented in the respective Member States, the European General Data Protection Regulation, EU 2016/679, together with any additional implementing legislation, rules or regulations that are issued by the applicable supervisory authorities (the "GDPR"), and Swiss Data Protection Act 1992 (as each may be amended and/or superseded).
- 4.2 Each Party shall treat all confidential information as confidential; disclose it only to its employees, officers, directors, agents, consultants, other contractors, and sub-contractors on a need-to-know basis; and shall not disclose it to any third party.
- 4.3 Neither Party shall make any public announcement, advertising, or communication concerning this Agreement (other than IB's listing of Association on its website as specified in Section 1.1, and in the IB's periodic newsletter to Associations of IB World Schools) without the prior written consent of the other Party.

5. Notices

Any notice hereunder shall be in writing and shall be deemed to have been duly given: (i) 5 business days after the date of mailing if sent by registered or certified mail, postage prepaid, with return receipt requested; (ii) when delivered if delivered personally or sent by express courier service; (iii) when transmitted if sent by a confirmed facsimile; or (iv) when transmitted via email, provided that the receiving Party acknowledges receipt by return email, and that the email clearly states in the subject line that it is intended to give notice hereunder. Any notice hereunder shall be sent to a Party at its address set forth below, and either Party may change such address by notice to the other Party.

The IB	IBSA
Haif Bannayan Global Director, Business Development Churchillplein 6, 2517 JW Den Haag The Netherlands haif.bannayan@ibo.org With a copy to: Legal & Compliance Department International Baccalaureate Organization Route des Morillons 15 1218 Le Grand-Saconnex, Geneva Switzerland OR email: legal@ibo.org	IB SCHOOLS ASSOCIATION OF COMMONWEALTH OF INDEPENDENT STATES Zamorenova Street 29, 123376, Moscow, Russian Federation +7 499 255 00 70 natalyab@mes.ru

6. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and may only be amended or modified in writing. The failure of a Party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such Party's rights or deprive such Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.
7. 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. In addition, the Association must make it clear to its members and to third parties that it is independent from the IB (i.e. that it is not a part of the IB and that it has no authority to represent the IB or sign any documents on the IB's behalf).
8. This Agreement shall be governed by the laws of Switzerland without reference to its conflict-of-laws or similar provisions. Any dispute under this Agreement shall be settled by arbitration conducted in English by a single arbitrator, in Geneva, Switzerland, in accordance with the Swiss Rules of International Arbitration and using any permitted technology systems and electronic communications; provided, however that the IB may seek injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any applicable jurisdiction.

AS WITNESS THE HANDS OF THE PARTIES

INTERNATIONAL BACCALAUREATE ORGANIZATION

Signed by  (signature)

Name: Haif Bannayan

Function: Global Director, Business Development

Date: 1-6-2022

IBSA

Signed by NATALIA BARINOVA  (signature)

Name NATALIA BARINOVA

Function EXECUTIVE DIRECTOR

Date 04 May 2022

Annex A: IB designation and logo for use by the Association

On the signing of this Agreement, the Association may identify itself formally as an Association of IB World Schools. The IB has prepared a logo (see below) expressly for use by those Associations of IB World Schools that it recognizes. The right to use this logo is restricted to the Association itself via its officers and administrators.

The Association may use this logo on its official stationery, publications and website in relation to non-commercial activities covered by this Agreement but it may not modify it in any way and must use it only in accordance with the IB brand identity guidelines for Associations of IB World Schools logo. (available here: <http://www.ibo.org/globalassets/digital-toolkit/pdfs/brand-guidelines-en.pdf>)

If you cannot access the IB brand identity guidelines, please contact the IB communications department at (communications@ibo.org)



Annex B: “Rules for Use of IB Intellectual Property” (the “Rules”)

With two major exceptions, the IB hereby grants the Association the same permission and prohibitions to use IB owned copyright materials as it grants IB schools under the currently defined Section II.A of the Rules. These two exceptions are that no IB material may be posted on the Association’s website and that no IB material may be copied for students. Furthermore, the Association is not permitted to make any commercial use of IB material.

The Rules will be reviewed periodically and may change over time and it is the responsibility of the officials of the Association to ensure compliance with the up-to-date version which can be found on the IB public website at www.ibo.org/copyright/

Annex C: Additional Activities

In addition to the activities listed in Section 2 of the Agreement, the Association shall promote the interests of its member IB World Schools through the following additional agreed activities:

1. [ACTIVITY 1] Annual conference for IBSA members (20-22.04.2023, Samara, Russia)
2. [ACTIVITY 2] Annual PYP conference (07-08.10.2022, Nur-Sultan, Kazakhstan)
3. [ACTIVITY 3] Annual about 10 webinars for teachers
4. [ACTIVITY 4] Annual IBSA IB PYP / MYP / DP Coordinators' club (November)
5. [ACTIVITY 5] Annual IBSA drama festival for students "Prikamskoe chudo" (March, Perm, Russia)
6. [ACTIVITY 6] Annual IBSA drawing competition for students "I am a Citizen of the World"
7. Annual Miras International School Model United Nations (MISMUN, February)

Annex D: Association of IB World Schools (AIBWS): Criteria for Recognition

The IB has developed the following criteria by which it evaluates the appropriateness of recognizing a particular group of IB World Schools that wish to create a formal, legal entity, known by the IB as an Association of IB World Schools (AIBWS).

These criteria may be modified, amended and updated from time to time by the IB at its discretion. The IB's decision to recognize a group of IB World schools as an AIBWS is at its discretion.

In order to be recognized by the IB, a candidate AIBWS shall:

1. Have registered as a non-for-profit organization with the relevant local authorities, and their Chair/Head/President must have the required authority to sign legal documents.
2. Have a constitution (or similar document) establishing the purpose for the AIBWS that is appropriately aligned with the mission statement and learner profile of the IB and shows equal support for each of the four (4) IB Programmes. It should also describe the AIBWS's structure, membership and financial responsibilities in order to demonstrate a sustainable and viable organization;
3. Submit a detailed description of its proposed activities (for the coming three-year period) to ensure there is no conflict or competition with, or duplication of, the IB or the IB's services and activities, as may be determined by the IB;
4. Submit indications of support from heads, principals, and coordinators of IB World Schools (IBWS) that are seeking to become members of the AIBWS;
5. Make membership available only to IBWS within the geographic region served by the AIBWS and regardless of:
 - a. which, or the number of, IB Programmes any such individual IBWS may offer;
 - b. their IB status i.e. candidate or authorized;
 - c. their country/regional status i.e. international, local, private and public;
6. Have a public profile (including websites, stationery and social media accounts) which does not reproduce in any language the following trademark protected terms 'International Baccalaureate', 'Baccalaureat International', 'Bachillerato Internacional', or any IB logo/artwork and creates a distinct and separate identity to avoid the impression that the AIBWS is part of the IB or vice versa;
7. Where necessary, in order to avoid the possible confusion in criterion 6 above, and at the request of the IB, adopt and use a new public name that preserves the distinct and separate identity and avoids the impression that the AIBWS is part of the IB or vice versa. This public name must not contain the words "international baccalaureate" (in any language) but may contain the letters 'IB' (or 'BI') next to 'Schools/World Schools'. The preferred format for both the registered and public name of the candidate AIBWS is the following: "[*Region/Country*] Association of IB World Schools";
8. During the candidate phase, abide by the terms and conditions outlined in ["Establishing Association of IB World Schools \(AIBWS\) guidelines"](#);
9. During the period of the validity of its Agreement with the IB, the AIBWS is to execute and abide by the terms of the standard "Cooperation and Licence Agreement" developed by the IB for recognized AIBWS; and
10. Maintain a physical address (i.e. either a registered address or in care of (c/o) a member school) with contact details for the chair, president, or other officers of the AIBWS, and will notify the IB of changes to such address and contact information.

Annex E: AIBWS request form for IB Staff participation

Often when Associations plan events or meetings you invite an IB staff person to attend and participate. We deeply appreciate these opportunities to connect with you and to support your work.

In the interest of fairness to all Associations and the need to be diligent stewards of IB resources we will add a step to such invitations.

Attached to this notice is a simple form that asks you to summarize for us your goals for IB staff presence.

Please complete and submit this form to the relevant Global Centre to the attention of the Development team. We will discuss how best to accommodate your request. The criteria to determine participation will include: balancing staff participation amongst the Associations over time, purpose and expectations for staff presence, type of meeting and participant roles, travel times and length of stay, financial support from the Association, and relevance to our mutual goals.

In most circumstances we would assume that one IB staff member would attend, although in some cases two might be appropriate. No more than two IB staff members will attend any single Association event.

This process applies to participation from staff in all IB offices.

We are committed to our ongoing partnership and will continue to make every effort to meet your needs.

Thank you very much for your cooperation.

Global Centre Development Team.

AIBWS request form for IB Staff participation

Association name: THE IB SCHOOLS ASSOCIATION OF COMMONWEALTH OF INDEPENDENT STATES (CIS)

Contact at the association: Zamorenova Street 29, 123376, Moscow, Russian Federation

Phone: +7 499 255 00 70

E-mail: natalyab@mes.ru

Title of event: Annual conference for IBSA members

Date(s): 20-22.04.2023

Time: 09:00-12:00

Location: Samara, Russian Federation

Theme/agenda for the event: New challenges, cooperation and development

Primary Audience: IB Coordinators, Head of Schools, Teachers

Staff person you would like to invite or area of IB expertise needed:

Vedrana Pavletic

Expectations for the IB staff present:

Plenary presentations (keynote speaker), 1 conference section as a leader / speaker

Will the Association be covering or able to subsidize the cost for any or all of the following:

- Travel (e.g. flight, taxi, car rental)
- Meals
- Accommodation

Are there ancillary meetings that can be arranged that would benefit from IB staff presence (e.g. university, government, legislators)?

Meeting with expy university representatives and local government officials

Association goals that staff presence supports:

For the official information delivery directly from IB upon the programme developments, key changes and etc.

Annex F: Establishing Association of IB World Schools (AIBWS) guideline

Formative Phase

1. The recommended minimum number of candidate or authorized IB World Schools (IBWS) agreeing and prepared to form AIBWS is eight to ten.
2. A group of schools interested in forming an AIBWS are to email the IB Development and Recognition (D&R) Manager about the interest in forming the AIBWS and whether, to their knowledge, there are already existing AIBWS in the same geographic region.
3. An initial meeting between the interested group of schools and the IB D&R Manager focussing on the expectations of this collaboration is to take place.
4. Following the initial meeting the steps below are to be completed by the members representing the interested group of schools:
 - a. Familiarisation with the Association Agreement, provided to them by the IB D&R Manager, which must be signed at the end of this process in order to become an authorized (active) AIBWS.
 - b. Investigation of the regulations of the local authorities in forming a legal non-for-profit organization, by identifying the documentation required, the duration of the process and if any additional information/documentation is required from the IB.
 - c. Consideration of the sustainability for funds, leadership and broad participation. Particular care should be taken to ensure that the membership and leadership will be broadly representative of all IB practitioners.
 - d. The group of schools is to ensure that the registered (legal) and public name of the AIBWS are in the following format: [Region/Country] Association of IB World Schools (as per article 2.4 (p. 3) and 2.5 (p. 4) of the Association Agreement,
 - e. Development, in consultation with IB D&R Manager, of an AIBWS constitution (or similar document) establishing the purpose for the AIBWS that is appropriately aligned with the mission statement and learner profile of the IB and shows equal support for each of the four (4) IB Programmes. It should also describe the AIBWS's structure, membership (which must be open only to IBWS) and financial responsibilities, in order to demonstrate a sustainable and viable organization.
 - f. Development of the main goals and objectives of the AIBWS.
 - g. Development of an activity schedule for the duration of the candidacy phase, that does not conflict or compete with, or duplicate, the IB or the IB's services and activities, as may be determined by the IB.
 - h. Exploration of establishing, creating and maintaining an AIBWS website.
5. Throughout steps 'a' to 'h' there should be frequent communication between the prospective AIBWS and the IB D&R Manager for guidance and support during this formative period.
6. IB D&R Manager will inform the group of schools when they feel that they are ready to enter the AIBWS candidacy phase. At this point the group of schools will send the final draft constitution to the IB D&R Manager, who will share with it the IB Legal Department.
7. Once the IB Legal Department have given their approval of the proposed constitution, the group of schools would move to AIBWS candidacy phase and become a candidate AIBWS.

Candidacy phase

1. The duration of the AIBWS candidacy phase is between three to six months. If there is a need for an extension to this period, this will be discussed by the IB D&R Manager and the candidate AIBWS. If agreed, the candidate AIBWS is to amend their activity plan accordingly.
2. During this period the candidate AIBWS must demonstrate its sustainability through:
 - a. Proceed with the initially provided activity schedule (ref. Formative phase, point 4.g of this document) and ensuring the use of IB participation form where needed (ref. Annex E of the Association agreement);
 - b. Demonstrate an ability to deliver services to the membership such as:
 - i. Roundtables for teachers;
 - ii. Meetings with Universities or Governments;
 - iii. Assistance to interested schools;
 - c. Ensure that there is a record of IBWS Heads/Principles and Coordinators that are seeking to become members of the candidate AIBWS;
 - d. Keep the IB D&R Manager informed about the results and progress of the scheduled events.
3. Candidate AIBWS is to ensure that it:
 - a. Has a governance body in place;
 - b. Has registered as a non-for-profit organization at the local authorities and their Chair/Head/President has the required authority to sign legal documents;
 - c. Has developed a three-year activity plan, that does not conflict or compete with, or duplicate, the IB or the IB's services and activities, as may be determined by the IB; and
 - d. Has developed a public website.
4. Throughout the AIBWS candidate phase the IB D&R Manager provides updates to IB Regional Head of Development & Recognition with regards to the progress of the candidate AIBWS.

Authorization phase

1. A month before end of the agreed candidate phase a discussion between the IB D&R Manager and regional Head of Development & Recognition will take place, where the following is evaluated:
 - a. Is the candidate AIBWS viable over the long-term?
 - b. Does the candidate AIBWS meet the Recognition Criteria outlined [here](#)?
2. Following IB Regional Head of Development's approval, the IB D&R Manager will send the draft Association Agreement to the Chair/Head/President of the candidate AIBWS for signing.
3. The candidate AIBWS signs the Association Agreement and sends it to the IB D&R Manager who will ensure the IB's Global Director, Business Development, countersigns.
4. Once the Agreement is signed by both parties, the candidate AIBWS becomes an authorized AIBWS, with effective date as per the Agreement. A copy of the fully signed Agreement is sent back to the AIBWS.

5. Signed Agreement is for duration of three years. Six months prior to the expiration of the Agreement, the IB D&R Manager will start the process of signing a new Agreement (utilizing the version of the template agreement then in effect), subject to the [recognition criteria](#) continuing to be met.

