

COOPERATION AND LICENCE AGREEMENT

FOR ASSOCIATIONS OF IB WORLD SCHOOLS

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

[OFFICIAL/REGISTERED NAME OF THE ASSOCIATION, i.e. the name that appears on the constitution or relevant legal document]

(the “**Association**”), situated

[PROFESSIONAL ADDRESS (either the registered address or c/o a member school relevant to the signatory)]. 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 _____ 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"; and
 - 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.
- 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 name of the IB, the acronym "IB", or any IB trademark, or anything that resembles any IB trademark or logo.
- 2.5 Similarly the Association should not use any trademark registered by the IB Organization within its public name. More generally, the Association shall not use any of the IB's intellectual property without prior approval, except as specified under article 1 and Annex B of this Agreement.

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 defense 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. 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.

3.2 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.

3.3 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) 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	<input type="text"/>
JON HALLIGAN, Head of Development AEM Churchillplein 6, 2517JW Den Haag The Netherlands - jon.halligan@ibo.org With a copy to: Legal & Compliance Department International Bacculaureate Organization Route des Morillons 15 1218 Le Grand-Saconnex, Geneva Switzerland OR email: legal@ibo.org	[INSERT NAME, TITLE, ADDRESS, TEL.]AND EMAIL

- 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.
- 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

Signed by.....(signature)

Name

Function.....

Signed by.....(signature)

Name Jon Halligan.....

Function Head of Development and Recognition AEM

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 and Policy for Use of the Intellectual Property of the IB Organization” (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]
2. [ACTIVITY 2]
3. [ACTIVITY 3]
4. [ACTIVITY 4]
5. [ACTIVITY 5]
6. [ACTIVITY 6]
7. Others as necessary

Annex D: Associations of IB World Schools: 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 form themselves into a formal or legal entity, known by the IB as an “Association of IB World Schools,” that may be recognized by the IB. **These criteria may be modified, amended and updated from time to time by the IB in its sole discretion.** In addition, the IB’s decision to recognize an Association is in its sole discretion, and the IB may decline to recognize any Association for any reason. In order to be recognized by the IB, an Association shall:

1. submit information about the reason for forming the Association and whether, to its knowledge, there are other Associations existing in the same geographic region as the proposed Association;
2. have a constitution or similar document establishing a purpose for the Association 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, while also describing its structure, membership and financial responsibilities in order to demonstrate a sustainable and viable organization;
3. submit a detailed written description of its proposed activities 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 in its sole discretion;
4. submit indications of support from heads, principals, and coordinators of IB World Schools that are seeking to become members of the Association;
5. make membership available to all IB World Schools within the geographic region served by the Association, regardless of which, or the number of, IB Programmes any such individual IB World School may offer;
6. have a public profile (including websites and stationery) which does not infringe the IB’s registered trademarks and creates a distinct and separate identity to avoid the impression that the Association 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 Association is part of the IB or vice versa. This public name may contain the letters ‘IB’ (or ‘BI’), but not the words ‘International Baccalaureate’ (in any language) in full. The Association is not required to change its official, legal or registered name, but should use the public name for all communications and activities;
8. execute and abide by the terms of the standard “Cooperation and Licence Agreement” developed by the IB for recognized Associations; and
9. maintain a professional address (i.e. either a registered address or c/o a member school) with contact details for the chair, president, or other officers of the Association, and will notify the IB of changes to such address and contact information.

Annex E: AIBWS request form for IB Staff participation

IB Association of IB World Schools Leaders

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: _____

Contact at the association: _____

Phone: _____

E-mail: _____

Title of event: _____

Date(s): _____ Time: _____

Location: _____

Theme/agenda for the event: _____

Primary Audience: _____

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

Expectations for the IB staff present: _____

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)?

Association goals that staff presence supports: _____

Annex F: Guidance for the typical steps to the formation and authorization of an Association of IB World Schools.

1. An expression of interest from the group of schools to the Global Centre Head of Development at the relevant Global Centre by email or telephone.
2. A discussion between the interested group and the Global Centre Head of Development about the expectations for Associations as summarized in Annex D.
3. A minimum number of schools agreeing and prepared to participate. 8 to 10 is the recommended minimum.
4. Initial steps taken by the prospective Association include;
 - a. some well attended formative meetings.
 - b. development of objectives and goals for the Association.
 - c. consideration of sustainability for funds, leadership and broad participation. Particular care taken to ensure that the membership and leadership will be broadly representative of all IB practitioners.
 - d. Consideration taken for necessary legal status in the country.
 - e. Development of a constitution.
5. Throughout steps 'a' through 'e' there should be frequent communication with the Global Centre Head of Development. The Development team can provide guidance during this formative period.
6. Once the Global Centre Head of Development is satisfied that these steps have been fully undertaken and due consideration given, then the proposed constitution is reviewed by the IB Legal & Compliance Department with respect to the criteria and expectations. The IB Legal & Compliance Department will recommend appropriate changes if necessary.
7. Once the constitution is approved, and the Global Centre Head of Development satisfied, the prospective Association becomes a "candidate Association" of IB World Schools.
8. The Candidate Association must demonstrate its sustainability over the next few months through;
 - a. Holding some successful and well attended meetings
 - b. Demonstrating 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. Reports on these events to be provided to the Global Centre Head of Development during this time.
9. Once the Global Centre Head of Development is satisfied that the criteria can be met, and that the Association can be viable over the long term then this Agreement will be signed by both parties and the Association welcomed as an "authorized Association" of IBWS.