

COOPERATION AND LICENCE AGREEMENT

Between

The International Baccalaureate Organization (the “IB Organization”), represented by its head office situated ...

And

The [name of the association] (the “Association”), situated [town/city and country], represented by (function) ...

WHEREAS the “IB Organization” is a non-governmental organization with worldwide operations.

WHEREAS the IB Organization is a Swiss foundation, which was constituted in 1968 with its registered office in Geneva, Switzerland.

WHEREAS according to its Act of Foundation, the main purposes of the IB Organization are to:

- Develop and promote programmes of international education for students at the primary, middle and upper secondary level for adoption by schools authorized by the IB Organization in all countries and designated as “IB World Schools”.
- Develop, administer and promote an international examination for IB World Schools giving access to higher education in all countries.
- Take such actions as are necessary to support these purposes, including but not limited to, educational research, curriculum and assessment development, teacher professional development, consultancy practice, conferences, publishing, and collaboration with governmental, intergovernmental, educational and other institutions.

WHEREAS in furthering the foregoing goals since 1968, the IB Organization has created and maintained the Diploma Programme, the Middle Years Programme and the Primary Years Programme, offered to students worldwide, through IB World Schools.

WHEREAS the IB World Schools constitute both private and public schools, which are all independent entities from the IB Organization, i.e. which do not form part of the IB Organization.

WHEREAS the IB Organization has regional offices worldwide (the “IB regional offices”).

WHEREAS IB World Schools have established associations in various forms (hereinafter “Associations of IB World Schools”) within which the schools seek to cooperate in furtherance of their common interests and goals.

WHEREAS Associations of IB World Schools exist in a variety of sizes and constituencies, i.e. grouping different numbers and types of schools, have variable geographical reach and scope of membership.

WHEREAS Associations of IB World Schools often show interest in obtaining some form of recognition from the IB Organization and the latter considers that it is in the mutual interest of Associations of IB World Schools and of the IB Organization to seek means of cooperating.

WHEREAS the IB Organization wishes to recognize those associations under a common designation and work with them in ways that conform to a standard practice.

WHEREAS the IB Organization has therefore published criteria whereunder it now recognizes this Association, which for its part, accepts to enter into a formal agreement with the IB Organization.

WHEREAS the IB Organization developed this standard agreement for the purpose of defining the terms under which Associations of IB World Schools that seek recognition by the IB Organization accept to operate.

NOW THEREFORE THE PARTIES AGREE:

1. Benefits to the Association

- 1.1 The IB Organization shall officially recognize the Association by listing it on the IB Organization's public website and by granting 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 Organization, which is illustrated in annex A to this Agreement.
- 1.2 The Association shall not be entitled to grant any sub-licences or modify the designation or the logo in any manner and it shall use such designation and logo according to guidelines supplied by the IB Organization.
- 1.3 Within the limits defined in annex B to this Agreement, the Association shall have access to and is granted a non-exclusive licence for the duration of this Agreement to use certain IB proprietary materials.
- 1.4 Within limits reasonably manageable for the IB Organization, the Association may seek advice from the local IB regional office by telephone and e-mail and attend meetings organized by the IB regional office on topics relevant for the Association.

2. Activities of the Association

- 2.1 In exchange for the foregoing benefits, **the Association** shall notably:
 - Encourage and organize professional exchange and support between IB World Schools in its membership.
 - Promote the interests of its member IB World Schools through activities defined in annex C to this Agreement
 - Provide equal opportunities for IB World Schools to become members and participate in its activities.
 - Offer guidance and appropriate support to schools that approach the Association in relation to their interest in becoming an IB World School.
 - Upon request by the IB Organization, provide views on relevant matters at IB meetings or in writing.
 - Within reasonable limits, provide support for IB work on request from the IB Organization.

2.2 In undertaking its activities the Association shall act in a manner consistent with the IB mission, values and Programme standards.

2.3 None of the foregoing activities or any other activities undertaken in connection with this Agreement gives rise to any remuneration by the IB Organization.

2.4 A separate agreement with the IB Organization shall be made if the Association should wish to engage in any activity that is officially recognized by the IB Organization, for example, any form of school evaluation or authorization visit, or teacher training for IB Programmes.

3. Responsibilities of the Association

3.1 Throughout the duration of this Agreement, the Association shall abide by and maintain a status that is in conformity with the criteria of recognition.

3.2 The Association must make it clear to its members and to third parties that it is an entity independent from the IB Organization, i.e. not a part of the IB Organization, and that it has no authority to represent the IB Organization or sign any documents on its behalf.

3.3 The IB Organization shall not be responsible for any of the Association's acts. Consequently, the Association shall hold the IB Organization harmless with regard to any legal actions taken against the IB Organization by third parties on the false understanding that the Association forms part of the IB Organization and/or was acting on behalf of the IB Organization.

3.4 The Association must seek written approval from the IB regional office before it may represent the IB Organization on any occasion or in front of any person, organization, business or state authority.

3.5 The Association shall not register in any language any trademark that includes the name of the IB Organization, the acronym "IB", or any IB trademark, or anything that resembles any IB trademark or logo. More generally, the Association shall not use any of the IB Organization's intellectual property without prior approval, except as specified under article 1 and annex B of this agreement.

4. Duration of this Agreement and Conditions of Termination

4.1 This Agreement is entered into for an undetermined period. Either party may terminate it without cause by giving the other party 60 days written notice.

4.2 The IB Organization shall be entitled to terminate this Agreement with immediate effect if any of its provisions are breached by the Association or if any of the criteria of recognition are no longer met by the Association.

4.3 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.

5. Applicable Law and Dispute Resolution

5.1 Swiss law governs this Agreement.

5.2 The parties shall initially attempt to resolve amicably any matter arising from or in connection with this Agreement by discussing it within the local IB regional office and where necessary by means of an application of the Association to the Director General of the IB Organization.

5.3 If a matter cannot be amicably resolved within a period of sixty days from the time it is raised by one or the other party, any dispute arising from or in connection with this Agreement 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.

AS WITNESS THE HANDS OF THE PARTIES on this day of 2007

Signed by.....(signature)

Name and function.....

duly authorized on behalf of the Association

Signed by.....(signature)

Name and function.....

duly authorized on behalf of the IB Organization

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 design guidelines **attached and available at...**



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

With two major exceptions the IB Organization hereby grants the Association the same permission and prohibitions to use IB material as it grants IB schools under the currently defined Section B 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, no association is 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: Activities

The Association shall promote the interests of its member IB World Schools through the following agreed activities:

1. Facilitating continuing program development, curriculum improvement, and curriculum implementation in member schools
2. Facilitate and sponsor IB in-service training and symposia for teachers, counselors, coordinators, and administrators
3. Foster recognition and university acceptance of the work of students enrolled in IB Programs
4. Facilitate legislative support of IB schools and their students

5. Provide a support structure for Michigan IB candidate and applicant schools and other Michigan schools considering application to the IB
6. Pursue grants and corporate funding to support IB Programs
7. Facilitate professional and public discussion of IB Programs in Michigan schools