

IB EDUCATOR GENERAL TERMS AND CONDITIONS

These IB Educator General Terms and Conditions together with the specific conditions applicable to a Role (attached as Role-specific Appendix hereto) (hereafter collectively the “**Agreement**”) govern the responsibilities between International Baccalaureate Organization, a Swiss foundation, with a registered address at Route des Morillons 15, 1218 Le Grand-Saconnex, Geneva, Switzerland, (the “**IB**”) and you (“**You**” or “**IB Educator**”) as an individual participating in the IB Educator Network program (“**IBEN**”).

1 DEFINITIONS

When used in this Agreement, the following terms have the meaning specified below:

“**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 You receive from the IB, either directly or indirectly, and which concerns, without limitation, Personal Data; as well as the business, operations or customers of the IB, including the IB’s assessment and examination processes and materials, and which shall include all the terms of this Agreement.

“**IB Materials**” means any IB content protected by copyright (available on IB’s public and password-protected websites such as the Programme Resource Centre) licensed to YOU under specific restrictions spelled out in section 6.2 of this Agreement.

“**Intellectual Property Rights**” or “**IPR**” means all present and future rights, title and interest in (i) patents, utility models, designs (whether registered or unregistered), trademarks, service marks, corporate names, trade and business names, domain names, copyrights, trade dress, logos, rights to software, databases, inventions, semiconductor topography rights, moral rights, trade secrets, confidentiality and other proprietary rights including all rights to know-how and other technical or commercial information, rights in the nature of unfair competition rights, rights to sue in passing off; (ii) the benefit of all registrations, applications to register any of the foregoing and rights to apply for such registrations; and (iii) any and all other rights similar or analogous to any of the foregoing whether arising or granted in any jurisdiction.

“**Personal Data**” means any information relating to an identified or identifiable individual, including, without limitation, to the name, address, e-mail, on-line account username in combination with a password or security question and/or answer that would permit access to an on-line account, telephone number, business contact information, date of birth, social security number, social insurance number, tax number, credit or debit card number, bank account number, assessment results, assessment accommodations, education records, user logins, grades, criminal background information and/or history, and any other unique identifier or one or more factors specific to the individual’s physical, physiological, mental, economic, cultural or social identity (including any sensitive personal data).

“**Role**” means any IBEN role that You have been selected for by the IB, following Your application.

“**Service Fees**” means the fees for Services as set out on a Role-specific Appendix.

“**Services**” means the services as described on a Role-specific Appendix.

2 IBEN ENROLLMENT

- 2.1 Indication of availability to complete a Role does not guarantee that You will be selected for that Role. The IB will decide in its sole discretion the assignment(s) to be allocated to You subject to Your acceptance of the applicable Role conditions.
- 2.2 You must be registered in the IBEN or IBIS database prior to participating in any Role(s). If You do not know Your login information, please contact the IB as indicated on a Role-specific Appendix.

3 REPRESENTATIONS AND WARRANTIES

You represent and warrant that:

- 3.1 All Services will (i) be performed with the highest professional and ethical standards and (ii) conform to any specifications, performance metrics, parameters or other requirements set forth for an applicable Role on a Role-specific Appendix.
- 3.2 When providing Services that include authoring or the production of resources and materials You will undertake to produce original work and to acknowledge all sources used in your work.
- 3.3 By entering into, and providing Services under, this Agreement, You will not infringe, interfere with or breach any employment agreement, non-compete agreement, confidentiality agreement or any other obligation owed by You to any third party.
- 3.4 You are required to comply fully with all aspects of the [IB Educator Conflicts of Interest policy \(DP\)](#)/ [IB Educator Conflicts of Interest policy \(MYP\)](#), as amended from time to time, and to declare to the IB all actual or potential conflicts of interest, using the method specified by the IB.
- 3.5 You have obtained or worked with the IB to obtain from third parties all permissions, licenses, consents or releases necessary to fulfil Your obligations under this Agreement as well as ensure compliance with copyright and privacy laws. To the best of Your knowledge, Your provision of Services does not infringe any other party’s IPR.

- 3.6 You will comply with all applicable laws, ordinances, rules, social and labour legislation and regulations in any way pertaining to this Agreement or the Services. You will ensure that You are in possession of and/or are covered by any permit and/or authorisation required to carry out the Services. If the performance of the Services requires You to travel, You are responsible for complying with all immigration and like laws of the country in which You will be travelling to perform the Services. If You need a visa support letter from the IB, please submit the request to the IB department which contacted You for the Role assignment. If You book travel for non-IB activity through the IB travel management company, You agree to reimburse the IB for such costs.
- 3.7 If Your activities, as covered by this Agreement, involve direct contact with students at IB World Schools or in any other circumstances, You must ensure that You are never the only adult present with a child or children. Furthermore, You must comply with any child protection policy or background check requirements of the host institution.
- 3.8 An IB Educator who is an Examiner may not also hold the role of Building Quality Curriculum Reviewer.

4 THE IB COMMITMENTS

- 4.1 The IB will pay You the Service Fees as set out in clause 5.
- 4.2 The IB will supply You with such information and materials as is required for the proper delivery of the Services.
- 4.3 The IB is an international organization and must comply with the laws and regulations of any country in which it operates, such as, for example, the United States Department of the Treasury's Office of Foreign Assets Control (OFAC) requirements and all comparable local laws and regulations and, therefore, it cannot allow You to cause it to violate the laws and regulations of any country.
- 4.4 The IB may request, at its sole discretion, You to submit to the IB, at your cost, a criminal background check, check against "barred lists" or other similar record or list check obtained by You from the appropriate national, federal, state, provincial and/or other local institution at Your permanent place of residence or other jurisdiction to which you may be sent in connection with your Role assignment, which check must not be older than three (3) months and must be renewed at least every two (2) years; provided, however that you further agree to obtain a more recent criminal background check if required by the IB for purposes of your Role assignment.
- 4.5 As part of the IB quality assurance policy, IB Educators are evaluated after each Role assignment. Performance management procedures may be initiated if IB Educator (i) breaches any term of this Agreement; (ii) has a verified and substantiated complaint lodged against him/her by a third party; (iii) fails to complete a Role assignment (including, without limitation, within the specified deadline or to the required standard); (iv) cancels his/her Role performance within less than twenty-one (21) days before the date upon which said Role tasks are to begin; (v) uses IB Materials or IB IPR outside the scope of authorized use of his/her Role assignment; (vi) has his/her evaluations indicate a poor performance; or (vii) receives consistently poor comments in written feedback.
- 4.6 The IB values the dedication and participation of IB Educators and will collaborate with You to resolve or correct any issues that may arise in regard to Your Role assignment.

5 SERVICE FEES AND PAYMENT

- 5.1 You expressly agree that only the Services actually carried out by You will be paid by the IB, regardless of the reasons why Services initially agreed to were not carried out.
- 5.2 Unless otherwise specified in this Agreement, the IB will pay the Service Fees due for any Role assigned to You upon full completion and submission of the Services to the IB (such as marks, reports, feedback forms and assessment material, where appropriate).
- 5.3 If attending an IB authorised event as part of Your Role, the IB will reimburse You for all reasonable expenses incurred travelling to and when attending the event (as outlined in the [Educators expenses and fees policy \(DP\)](#)/[Educators expenses and fees policy \(MYP\)](#), [Non-Staff Travel Policy \(DP\)](#)/[Non-Staff Travel Policy \(MYP\)](#) or as indicated in a Role-specific Appendix) such as meals and taxis. You agree to follow the [Educators expenses and fees policy \(DP\)](#)/[Educators expenses and fees policy \(MYP\)](#) and [Non-Staff Travel Policy \(DP\)](#)/[Non-Staff Travel Policy \(MYP\)](#) and minimize all expenses. Expenses not related to travel may be reimbursed as set out in a Role-specific Appendix.
- 5.4 Payment of Service Fees and reimbursement of claimed expenses referred to in clause 5.3 will be made within thirty (30) business days of receipt of Your claim form. The IB will not pay any late payment fee and/or interest for any late payment of Service Fees. Claims must be submitted promptly, within 60 days of completion of work, and payments will be made as set out in a Role-specific Appendix. Payment will only be made into a personal individual or joint bank account, of which You are a named account holder. You must provide the IB details of a bank account meeting this criterion, including the bank account number, the bank sort code and the bank SWIFT code. Under no circumstances will payments be made to a third-party account, that is, an account held in the name of a relative, company/organization or other representative, or in any name other than Your name as provided as the Party to this Agreement.
- 5.5 IB Educators using banks in the countries specified below must provide bank details in IBIS or to the regional IBEN team for an account which will enable them to receive payment in their local currency; (i) banks in Canada in Canadian Dollars (CAD), (ii) banks in European "Eurozone" countries in Euros (EUR), (iii) banks in Singapore in Singapore Dollars (SGD),

(iv) banks in the USA in US Dollars (USD), (v) banks in Australia in Australian dollars (AUD), (vi) banks in the United Kingdom in British Pounds (GBP), (vii) banks in Switzerland in Swiss Francs (CHF), (viii) banks in India in Indian Rupees (INR). By receiving payment in the currency of a bank account in one of the above countries, examiners are likely to incur lower bank charges and to receive payment more quickly.

- 5.6 Payments will only be made when claims total a minimum of 50 US Dollars (USD) or equivalent, except in cases of termination of contract when the IB will pay any amount outstanding.
- 5.7 IB Educators living in the UK must accept payment into a UK bank account.
- 5.8 To ensure prompt payment You agree to provide the IB with bank details meeting clauses 5.4 and 5.5 on appointment as an IB educator.
- 5.9 It is Your responsibility to comply with Your tax obligations. The IB does not provide tax advice. If You need guidance, please consult a tax professional regarding Your specific tax situation.
- 5.10 The Service Fees referred to in clause 5.2 are agreed to be inclusive of any applicable VAT, sales tax or other indirect tax, and are payable minus any applicable withholding taxes or other levies, imports, duties, charges and fees of any nature, in those cases where the IB is required by specific governmental, fiscal or other authority to make deduction, now or hereafter imposed by any governmental, fiscal or other authority. Where tax has been deducted this will be shown clearly on the payment advice slip.
- 5.11 The IB reserves the right to provide information to governmental, fiscal or other authority regarding any payments made to You where required in order for the IB to operate in a country. This can include personal details as required to identify the recipient of the payment. Full details of tax and reporting requirements are defined in the [Educators expenses and fees policy \(DP\)](#)/ [Educators expenses and fees policy \(MYP\)](#).
- 5.12 Where required, You must provide full tax details to the IB in order for the IB to comply with all tax and related regulatory requirements for the countries where we operate. Full details of tax and reporting requirements are defined in the [Educators expenses and fees policy \(DP\)](#)/ [Educators expenses and fees policy \(MYP\)](#).
- 5.13 In the event of under-payment of fees by the IB, the IB undertakes to pay You the balance of fees owed to You as soon as the error has been identified.
- 5.14 In the event of over-payment of fees by the IB, the IB will request repayment from You of the overpaid balance of fees as soon as the error has been identified and You undertake to repay to the IB the overpaid amount of fees promptly upon receiving the request for repayment from the IB.

6 INTELLECTUAL PROPERTY RIGHTS

- 6.1 The IB is the owner of all IPR in the IB programmes and in all IB Materials. Nothing in this Agreement will affect the IB's ownership of its IPR.
- 6.2 The IB grants You a non-exclusive license under this Agreement to reproduce any relevant IB Materials provided by the IB for the purposes of fulfilling this Agreement. This license will cease on termination of this Agreement. However, any IB Materials received in fulfilling one Role may not be used when fulfilling another role for the IB without the IB's prior written consent. You are not permitted to use, reproduce, distribute and make derivatives of IB Materials for any commercial or non-commercial activities without IB's prior written approval, including but not limited to unofficial professional development workshops and consultancy services provided to IB teachers and IB World Schools. Non-compliance with this prohibition would constitute a material breach causing this Agreement to be terminated as referred to in clause 10.3.
- 6.3 This Agreement is a work-for-hire agreement. As such, You assign all IPR, and extensions and renewals thereof, in materials created under this Agreement to the IB. The IB claims the copyright on all final texts produced and this will be indicated in the copyright line of the publication. Such assignment shall not apply vis-à-vis rights that have been reserved by a third party and which have been specifically notified by you to the IB in accordance with clause 3.5. You shall obtain or work with the IB to obtain all necessary permissions, licenses, releases or consents to reproduce third party copyrighted materials (including but not limited to texts, photographs, artwork, videos), likenesses or any other property or rights belonging to any person or entity for use in the deliverables.
- 6.4 You will be liable for, and will indemnify and keep the IB harmless from and against, any and all liability, direct loss, direct damages, costs, legal costs, professional and other expenses and any other direct liabilities of whatever nature, awarded against or agreed to be paid or otherwise suffered, incurred or sustained by the IB, as a result of or in connection with any claim by a third party for alleged or actual infringement of such third party's IPR or other proprietary right and/or arising out of or in connection with this clause 6.

7 LIABILITY; INSURANCE

- 7.1 Under no circumstances will either party hereto have any liability for any direct damages, incurred by one party as a result of the other party's fault or negligence (contractual or extra-contractual) under this Agreement, in excess of the Service

Fees due under this Agreement. Neither party will have any liability for any other damages (including but not limited to loss of business, revenue, goodwill, anticipated savings or other commercial or economic loss of any kind). The foregoing limitations of liability shall not apply to the confidentiality obligations in clause 8 and the indemnities in clause 6.4.

- 7.2 No party hereto will be held responsible for delay in performance or non-performance of any of its obligations due to force majeure, including, without limitation, an act of God, governmental act, fire, flood, explosion, national strike, riots, war and international terrorism (“**Force Majeure Event**”). If any Force Majeure Event occurs, the party delayed or unable to perform must give notice to the other party, stating the nature of the Force Majeure Event, the steps the party has taken or will take to minimise the effect of that condition, and the amount of time the delay is expected to last.
- 7.3 At all times during the term of this Agreement, You will maintain policies of insurance for which the IB does not provide coverage as further detailed in the [Non-Staff Travel Policy \(DP\)](#)/ [Non-Staff Travel Policy \(MYP\)](#).
- 7.4 As an independent contractor you are responsible for your own health and safety when carrying out work for the IB.

8 CONFIDENTIALITY

- 8.1 You will (i) treat all Confidential Information as confidential and shall not disclose the same to any third party except to those who have a need to know for the purpose of performing Your commitments under this Agreement and only by using systems approved by the IB; (ii) not use Confidential Information other than necessary for the purpose of performing Your commitments or exercising Your rights under this Agreement; and (iii) when using Confidential Information in the context of (ii) You will not copy, discuss, share, transfer or otherwise disclose or use the Confidential Information on any systems that have not previously been approved by the IB.
- 8.2 Confidentiality obligations shall apply until the Confidential Information: (i) falls into the public domain, or is or becomes publicly available other than through a breach of this Agreement; (ii) is subsequently lawfully obtained by You from a third party; (iii) was known to You prior to such disclosure or is independently developed by You without any knowledge of the Confidential Information; or (iv) is required to be disclosed by applicable law, regulation or court order in which event You will promptly notify the IB of the requirement for such disclosure and cooperate by all reasonable and legal means, at the IB's expense, in any attempts to prevent or otherwise restrict disclosure of such Confidential Information.
- 8.3 Nothing in this Agreement will convey to You any right, title, interest or license in or to any Confidential Information, materials, other information received from the IB, or any IB IPR.
- 8.4 Unless otherwise stated in Your Role specific appendix, in the context of your personal and professional profile or where You have other roles in which You interact with IB World Schools or IB candidates You may disclose Your current and/or past Role(s) as an IB Educator. Where You are allowed to disclose Your Role(s), You may not:
- (i) issue any press release or make any public statement related to Your Role(s) – whether current or previous, which may bring the IB into disrepute or use the IB's or its affiliates' name, trademarks or logo in any way (including in promotional material) without the IB's prior written consent, or misrepresent or embellish the relationship between You and the IB in any way.
 - (ii) take any actions in which you appear, or may be seen as appearing, to represent the IB in public contexts, including (without limitation) workshops, conferences, online posts, blogs and social media, except where expressly directed to do so by IB in writing;
 - (iii) allude, refer, describe or otherwise disclose the Services provided by You to the IB or any Confidential Information hereunder in any interview with, or comment made to, the press or other media;
 - (iv) discuss, describe or otherwise provide details about the Services provided by You to the IB or any aspects of Your current or past Roles as an IB Educator or any Confidential Information hereunder in any context, including but not limited to online social media and networking sites;
- 8.5 All IB Educators employed in an IB school and whose role involves prior knowledge of and/or development of confidential IB assessment materials, including but not limited to the content of examinations, question papers and markschemes, are required, without divulging any of such confidential information, to disclose their role, and the fact that they have such prior knowledge, to the Head of their IB school only. This will enable the school and the IB to manage any actual or potential conflicts of interest with full transparency.
- 8.6 Any breach of Your obligations under this clause 8 will give the IB the right to terminate this Agreement according to clause 10.3.
- 8.7 You will be responsible for ensuring provision of IT equipment and any other equipment required to complete assigned tasks, including access to a stable broadband internet connection (2Mbps minimum recommended speed) and You will ensure that, while fulfilling Your role, this access takes place in a secure environment that is suitable for writing and reviewing Confidential Information.

- 8.8 You represent and warrant that You have implemented, and covenant that you will implement, appropriate technical and organizational measures (including but not limited to: strong password protection of all confidential IB documents stored on personal devices and for logging in to all IB sites; keeping personal devices up-to-date with malware protection and security software; creating secure back-up copies; deleting all confidential IB documents from personal devices once no longer required) to protect confidential IB information against unauthorized or unlawful processing and against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or damage, and otherwise ensure a level of security appropriate to the risk presented by the processing.
- 8.9 You shall only use IB approved systems for the Services or any other work carried out on behalf of the IB.

9 DATA PROTECTION AND SECURITY

- 9.1 The IB is committed to respecting applicable data protection and privacy laws, including the European General Data Protection Regulation, EU 2016/679 (the "GDPR"), together with any additional implementing legislation, rules or regulations that are issued by the applicable supervisory authorities. For purposes necessary for performance of this Agreement and Your participation in the IBEN, the IB may collect and process Personal Data about You and reserves the right to access Your account on IB systems. The IB may also transfer Personal Data about You to locations that offer different levels of data protection than Your home country (which in some cases may be considered less adequate than Your home country's standard of protection) and/or to third parties for similar purposes. Such transfer would include the IB's making certain Personal Data about You contained in IB databases accessible to its third-party service providers. In certain circumstances, it may be necessary for the IB to disclose Your Personal Data to regulatory authorities or otherwise as may be required by the IB's legal obligations. Where required by applicable law, the IB will not transfer Your Personal Data to another entity or country unless it has taken reasonable and appropriate steps to maintain the required level of data protection.
- 9.2 If You have any questions about how the IB processes Your Personal Data, please contact the IB.
- 9.3 For purposes of this Agreement, the Services, Your Role and Your participation in IBEN, you are a processor of Personal Data that the IB may transfer to You, or provide You with access to, and the IB is the controller. By entering into this Agreement, You will comply with applicable data protection legislation and only process Personal Data in accordance with documented instructions (including Data Protection Policies and Procedures that the IB may provide to You) from the IB. You may only use or process the Personal Data as is necessary for the purpose for which it was transferred to You, and only in a manner that complies with the GDPR and ensures the protection of the rights of the data subject.
- 9.4 If You need to transfer the Personal Data, either to another country or to another party, You will inform the IB and must obtain the IB's written consent before doing so.
- 9.5 You represent and warrant that You have implemented, and covenant that you will implement, appropriate technical and organizational measures (including but not limited to: strong password protection of all Personal Data stored on personal devices and for logging in to all IB sites; keeping personal devices up-to-date with malware protection and security software; creating secure back-up copies; deleting all Personal Data from personal devices once no longer required) to protect the Personal Data against unauthorized or unlawful processing and against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or damage, and otherwise ensure a level of security appropriate to the risk presented by the processing.
- 9.6 You will reasonably cooperate with and assist the IB in fulfilling any of its obligations toward a data subject and under any data protection and privacy laws and regulations. This includes, but it is not limited to, providing information to demonstrate Your compliance with this section and permitting and contributing to audits or inspections by the IB or its agent of your processing of Personal Data under this Agreement.
- 9.7 You will maintain appropriate records and notify the IB without undue delay if you become aware of or reasonably suspect a breach of Personal Data. You will ensure that You do not knowingly or negligently do or omit to do anything which would place You or the IB in breach of data protection or privacy.
- 9.8 Upon termination of this Agreement, at the IB's option, You will delete or return all Personal Data to the IB and securely and permanently delete existing copies of such Personal Data.
- 9.9 The foregoing obligations remain applicable beyond the end of this Agreement.

10 TERM

- 10.1 The term of this Agreement begins when You receive Your notice of acceptance for Role(s) from the IB and ends on the date specified in Your Role specific appendix, unless earlier terminated pursuant to sections 10.2 or 10.3 of this Agreement.
- 10.2 You may terminate this Agreement at any time, with or without cause, by giving the IB written notice of such termination. Your termination is effective thirty (30) days from the date the IB receives Your written notice. You must continue to fulfil all Services and previously agreed commissioned tasks prior to the effective date of termination.
- 10.3 The IB may terminate this Agreement at any time, with or without cause, by giving You written notice of such termination, which is effective immediately (or on a later date as specified in the notice) in such cases as, but not limited to, (i) poor

performance of Role(s); (ii) cancellation by You within less than twenty-one (21) days before the date upon which any Role(s) assignment is to begin; (iii) if in the IB's sole discretion, Your conduct, actions or statements contradict IB values and ideals, disparage the IB, or jeopardize the integrity or reputation of the IB or its assessment standards; or (iv) Your breach of clause 6.2. The IB will reimburse You for any non-refundable travel expenditures except for any non-refundable expenses for family, partner, spouse, or travel companions, in accordance with the [Educators expenses and fees policy \(DP\)](#)/ [Educators expenses and fees policy \(MYP\)](#) and [Non-Staff Travel Policy \(DP\)](#)/ [Non-Staff Travel Policy \(MYP\)](#).

- 10.4 In addition to termination, the IB reserves the right to pursue redress by all other legal or equitable means, including, but not limited to cases where Your conduct, actions or statements (i) contradict IB values and ideals, disparage the IB, jeopardize the integrity or the reputation of the IB or its assessment standards, or (ii) infringe IB's intellectual property rights.
- 10.5 Upon termination of this Agreement, You will immediately deliver to the IB all correspondence, drawings, specifications, accounting documents and all other IB Materials and any other IB Confidential Information, irrespective of whether these were prepared by You or supplied by the IB. In addition, You will not make any copies of the same prior to delivery to the IB except for one copy which You may be required to keep for audit purposes.
- 10.6 In the event of termination of Your contract by the IB in accordance with clause 10.3, or in the event of Your death or Your incapacitation or of cancellation by the IB of a project on which You have already started work, the IB will submit on Your behalf any outstanding fee claims for work that You have completed at the effective date of termination, using the appropriate IB system.
- 10.7 In the event of Your death or Your incapacitation, the IB reserves the right to access Your personal information including bank details, held by the IB, and make changes as required, in order to submit on behalf of Your estate any outstanding fee claims for work that you have completed, using the appropriate IB system.

11 MISCELLANEOUS

- 11.1 The IB reserves the right to change any of the terms and conditions contained in this Agreement, including the Role specific conditions, at any time and in its sole discretion. Any changes enter into force upon posting a change notice or a new agreement on the IBEN or IBIS websites or in another appropriate IB system. You are responsible for reviewing the new agreement and any applicable changes or notices. If You do not agree to any changes to this Agreement, You must terminate this Agreement in accordance with clause 10.2.
- 11.2 You and the IB are independent contractors, and nothing in this Agreement creates an employment, association, partnership, joint venture, agency or any other type of exclusive relationship between You and the IB.
- 11.3 You may not use sub-contractors in performing the Services.
- 11.4 You may not assign this Agreement, by operation of law or otherwise, without the IB's prior written consent.
- 11.5 The IB's failure to enforce Your strict performance of any provision of this Agreement will not constitute a waiver of its right to enforce such provision or any other provision of this Agreement subsequently.
- 11.6 The IB will send all notices and other communication to You at the e-mail address You listed in Your registration. You must send all notices and other communication relating to this Agreement to the IB as indicated on a Role-specific Appendix.
- 11.7 The IB reserves the right, in exceptional circumstances, to inform Your school, Your employer and/or any relevant authorities in the event of Your misconduct in Your role as an IB Educator, if your actions are illegal or jeopardize the IBs reputation or its relationship with Your school.
- 11.8 If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from the remaining provisions and not affect the validity and enforceability of any remaining provisions.
- 11.9 This Agreement and its appendices constitute the complete agreement between the parties hereto relating to the subject matter hereof and supersede all previous communications, agreements and other arrangements, either written or oral, with respect to this subject matter except on-line terms and conditions that apply to IB systems used by you in connection with the Services.
- 11.10 This Agreement and the respective rights and obligations of the parties hereto will be governed by and construed in accordance with the laws of Switzerland without reference to its conflict-of-laws or similar provisions that would mandate or permit application of the substantive law of any other jurisdiction.
- 11.11 Any dispute, controversy or claim arising out of, or in relation to, this Agreement, including the interpretation, validity, breach or termination thereof, shall be finally resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution ("**Rules**") in force on the date when the Notice of Arbitration is submitted in accordance with such Rules. The number of arbitrators shall be one, the seat of the arbitration shall be Geneva and the arbitral proceedings shall be conducted in English. The parties hereby agree to use information technology systems and electronic communications to the extent permitted in conducting any arbitral proceedings and that the proceedings shall be Confidential Information under this Agreement.

11.12 Notwithstanding clause 11.10, the IB may seek injunctive relief with respect to a violation of IPR or confidentiality obligations in any applicable jurisdiction.

11.13 In Your role You shall uphold the values as outlined in the [IB Educator Charter \(DP\)](#)/ [IB Educator Charter \(MYP\)](#).

[USE THE BELOW IF NOT ONLINE WITH TICK-THE-BOX ACCEPTANCE:]

I, _____ [print name] HAVE READ, UNDERSTAND AND AGREE TO THE ABOVE.

SIGNED:

DATE:

(IB Educator)]

September 2022