



# School Taught - School Participation Agreement

## Terms and Conditions

For schools enrolling students into SchoolTaught IB Diploma Programme courses

This is a contract where it is agreed as follows

### 1. Interpretations and Definitions

The following definitions and interpretations apply unless the context requires otherwise.

#### 1.1 Interpretations

- (a) Schools will be billed in US Dollars. VAT or other taxes will be applied as required by local laws.

#### 1.2 Definitions:

- (a) **Academic Year** means the timetabled weeks during which a School holds classes and runs its online Courses - ordinarily between September and June for May session schools, and between February and December for November session schools.
- (b) **Course** means a two-year online IB diploma Programme SchoolTaught course developed by Pamoja.
- (c) **IB** means the International Baccalaureate Organization
- (d) **Intellectual Property** means the Course platform, subject Course resources, and software, including all know-how, copyrights, patentable inventions and trademarked terminology relating thereto, including materials, notes, designs, technical data, research, reports, training and documentation relating to the Course.
- (e) **Pamoja Education website** means [www.pamojaeducation.com](http://www.pamojaeducation.com)
- (f) **Requisite Pamoja Training** means the orientation to be completed by the designated SBC, School Teachers (team-teachers) on the ground and participating Students prior to the start of the programme.
- (g) **School** means the school that has accepted the terms and conditions of this Agreement.
- (h) **School Teacher** means the team-teacher who is employed and managed by the School as the Students' teacher of record.
- (i) **Site-based Coordinator ("SBC")** means Pamoja Education's primary point of contact within a School, as appointed by the School.
- (j) **Students** means those students participating on a Course from time to time
- (k) **Tuition Fee** means the amount payable in US\$ for the services provided by Pamoja Education pursuant to this Agreement and as listed on the Pamoja Education [website](#)

## 2. The Participation

This Participation Agreement (the Agreement) between the School and Pamoja Education sets forth the terms and conditions under which the School shall participate in Pamoja Education's Courses.

## 3. Registration

Registration information needs to be entered by the School into Pamoja Education's Student Information System (SIS) prior to the above deadlines. Accurate Student email addresses are crucial for system functionality.

3.1 All deadlines are specified on the Pamoja Education [website](#) (admissions section).

## 4. Term

4.1 This agreement shall remain in place for a period of two (2) Academic Years from the date of this agreement and on expiration continue thereafter unless or until terminated by either party giving no less than six (6) months notice in writing.

4.2 This Agreement shall be binding when:

- (a) the official School representative has selected the "I accept the terms and conditions" tick-box on the SIS; and
- (b) Pamoja Education has given the participating School the SIS username and password.

## 5. Course Delivery

5.1 Pamoja Education will endeavor to provide Courses in which Students have been enrolled. Pamoja Education reserves the right to withdraw a Course prior to the start of any given Academic Year.

5.2 The School acknowledges that Pamoja Education may contract with third parties for support services in designing and delivering the Courses. Such support services may include but are not necessarily limited to administrative, management, technical, and training services.

5.3 The School will agree to take responsibility for:

- (a) Timetabling School Teacher/Student contact conditions to ensure sufficient support, as appropriate
- (b) Timetabling SBC/Student contact conditions to ensure sufficient support, as appropriate
- (c) The provision of additional resources where appropriate e.g. calculators for Mathematics

## 6. Tuition and Admission Fees

6.1 Pamoja Education is contracted with Schools, not with parents or Students. Pamoja Education will only directly invoice Schools who may manage Tuition Fees with Students according to local policy.

6.2 Tuition Fees include all instruction and any required online materials or texts.

6.3 [The Tuition Fee for both the first and second Academic Year of a Course, is a non-refundable admission fee]. This fee meets the costs of the establishment of the Student account in the first year; and enrolling the Student into the Course.

6.4 Pamoja Education reserves the right to increase the Tuition Fee for the Second Academic Year of a Course.

6.5 All Tuition Fees are listed on the Pamoja Education [website](#).

6.6 The reduction of Fees is decided at the sole discretion of Pamoja Education.

## 7. Site Based Coordinator

- 7.1 The cost of Requisite Pamoja Training to two SBC's is included in the Tuition Fees. A second SBC is strongly recommended if the School has two or more Courses.
- 7.2 Completion of the Requisite Pamoja training and orientation is mandatory as part of the terms and conditions of supply, and necessary to successfully support Students through their Pamoja Courses.
- 7.3 Pamoja Education reserves the right to request a replacement SBC if the SBC has not met the Requisite Pamoja Training requirements as outlined in the Pamoja Education SBC training Course, and/or the SBC is unresponsive to Pamoja Education.

## 8. Payment

- 8.1 Annual Fees will be paid within 60 days of the invoice date, unless the School's credit terms have been removed. Invoices are issued monthly following the date on which the school registers the students in the course or courses.
- 8.2 Pamoja Education reserves the right to withdraw access to the Course from Schools with debts outstanding more than 60 days.
- 8.3 IB examination "per capita" and "subject fees" are not included in Tuition Fees and shall be paid by the School directly to the IB.

## 9. Responsibilities of Schools

The School agrees to meet the following minimum participation requirements throughout the term of this Agreement:

- 9.1 Prior to the start of the first Academic Year, appoint an SBC and ensure the designated SBC has successfully completed all Requisite Pamoja Training requirements as outlined in the Pamoja Education SBC training Course.
- 9.2 Have Internet connectivity and access to computers that meet the [technology requirements](#) specified on the Pamoja Education [website](#) to support the participating Students.
- 9.3 Participate as requested in the annual School survey undertaken by Pamoja Education.
- 9.4 Agreement to oversee the completion of Requisite Pamoja Training for the designated SBCs and School Teachers.
- 9.5 Agreement to oversee the completion of Pamoja orientation for the designated SBCs and School Teachers.
- 9.6 Agreement to oversee the completion of Pamoja Student orientation.

## 10. Expectation of Students

- 10.1 Prior to the start of the first Academic Year, Students are expected to have successfully completed their online Course orientation.
- 10.2 As specified in the Engagement Policy, Students are expected to participate actively and regularly in their Course(s).
- 10.3 Students who are in breach of the Engagement Policy will have their enrolment status reviewed by Pamoja Education in consultation with the School's SBC and Diploma Programme Coordinator.
- 10.4 Pamoja Education reserves the right to exclude Students (without a refund of their Tuition Fees) for:
  - (a) continued unexcused absence in breach of the Engagement Policy; and/or
  - (b) unethical behaviour (including academic malpractice); and/or
  - (c) immoral behaviour.

## 11. Minimum Participation Requirements - General Agreements

- 11.1 Pamoja Education reserves the right to list/publish the participating School's name on the Pamoja Education [website](#).
- 11.2 Pamoja Education endeavors to provide an appropriate logo file to participating Schools for display on their public website along with relevant materials to inform Students and parents about the Courses.
- 11.3 Pamoja Education reserves the right to survey Students and participating School staff regarding their experience with the online Course and reserves the right to use that data in accordance with UK data protection laws, as defined by the Data Protection Act 1998 (the "DPA 1998").
- 11.4 Pamoja Education reserves the right to require Students to agree to conditions of enrolment including, but not limited to the following: Student Code of Conduct, Data Privacy and Access, Parental Permissions for Students under age 18, et cetera.
- 11.5 The Student (where over 18) or Student's parent/guardian (where the Student is under 18) will be asked to give Pamoja Education permission to receive specific assessment data from the IB. This data will be used to undertake a comparative analysis of Student results in face-to face classes versus online.

## 12. Confidentiality

- 12.1 Except as provided in clause 12.2, the School undertakes to Pamoja Education to keep confidential all information (whether provided in written or oral format or otherwise) concerning the business, customers, technology, know-how, intellectual property or assets, of Pamoja Education which are received or otherwise deduced as a consequence of this agreement ("Confidential Information"). Other than as may be required by law, the School shall not use any such Confidential Information for any purpose other than to perform its obligations under this Agreement.  
Clause 12.1 shall not apply to any Confidential Information which can be demonstrated by the School as being:
  - (a) already in its possession prior to its receipt;
  - (b) subsequently disclosed to it lawfully by a third party who did not obtain such Confidential Information (directly or indirectly) from Pamoja Education; or
  - (c) in the public domain at the time of receipt or subsequently other than as a result of a breach of clause 12.1.

## 13. Liability

- 13.1 Pamoja Education grants the School a non-exclusive, non-transferable, revocable license to use the Intellectual Property and the Course for the specified term of this agreement. The School or its teachers may not copy, licence, or distribute any of the Intellectual Property associated with the Course. Only the School is permitted to use the Intellectual Property, and such use shall include the relevant School Teachers and SBC, provided that in each case those persons concerned are only using the Intellectual Property exclusively on behalf of the School and for the purposes of providing the Courses.
- 13.2 Neither party shall be liable for any special, consequential, incidental or other damages to the other party for any breach of this Agreement. [The maximum liability of the School is set forth in Sections 2, 6 and 9 of this Agreement]. The maximum liability of Pamoja Education shall not exceed Tuition Fees paid to Pamoja Education by the School.
- 13.3 The School will be liable for all relevant fees as defined in Section 6.
- 13.4 The Pamoja platform is closed, password-protected content and the School agrees that all users of the platform will have read and understood the Pamoja terms and conditions of use before entering and using the site.
- 13.5 The platform does contain third party content, which has been reviewed and, where necessary, licensed for re-use. As a user of Pamoja's Courses, you agree not to reuse any of the material for purposes not expressly granted within this agreement, without prior written permission from Pamoja.
- 13.6 Pamoja accepts no responsibility or liability for any content shared/uploaded by Schools and/or faculty. All users of Pamoja Courses are solely responsible for material they share or upload to the Pamoja Platform.

- 13.7 Pamoja retains the right to editorial control over any content shared/uploaded to the Platform, and reserves the right, at its discretion, to remove any content it deems to be unlawful, unethical, immoral or distasteful, without notice.

## 14. Termination

- 14.1 Either party may terminate this agreement immediately on written notice to the other in the event that:
- (a) Either party commits a serious, grave or material breach or persistent breaches of this agreement including non-performance, default or neglect of their duties, responsibilities and obligations under this agreement, and
  - (b) Such breach remains un-remedied for a period of 30 days from written notice given by the other party specifying the breach and requiring the breach to be remedied.
- 14.2 Furthermore, this agreement may be terminated in the event that either party:
- (a) is unable to pay or has no reasonable prospects of paying their debts, the amount or aggregate amount of which equals or exceeds the bankruptcy level with the meaning of the Insolvency Act 1986, or
  - (b) becomes subject to an administration order or goes into liquidation, (other than for the purpose of amalgamation or reconstruction), or
  - (c) has a receiver appointed to administer any of their property or assets, or
  - (d) ceases or threatens to cease to carry on business, or
  - (e) makes any voluntary agreement or enters into a compromise for the benefits of their creditors, or
  - (f) fails to make payment in accordance with the terms of this agreement.
- 14.3 Any termination of this agreement shall be without prejudice to any rights accrued in favour of either party in respect of any breach committed prior to the date of (or giving rise to) such termination and to those provisions of this agreement which are by their construction intended to survive such termination.
- 14.4 All title and copyrights in and to the Pamoja Course (including but not limited to any images, videos, copy, training and support material and designs) are owned by Pamoja Education.

## 15. Notices and Amendments

- 15.1 Notices to Pamoja Education shall be sent to the contact address set forth under contact address on the Pamoja Education Student Information System. Notices to the School shall be sent to the School's address set forth on the confirmed profile associated with this Agreement.
- 15.2 This Agreement may be modified or amended from time to time by Pamoja Education.

## 16. Entire agreement and Governing Law and Jurisdiction

- 16.1 This Agreement contains the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties in connection with it.
- 16.2 This Agreement shall be binding upon the parties and their successors and assignees.
- 16.3 This Agreement shall be governed by and construed in accordance with English law.

**\*\*End\*\***

Signature:

Signed by (print):

Date: