

Memorandum of Understanding

This Memorandum of Understanding (hereinafter the “MoU”) is executed on August 12th, 2020 (the “Effective Date”) by and between the following parties:

School of American Law in cooperation with **IIT, Chicago-Kent College of Law**, having the exclusive rights on operation in Central Asia, Turkey, Balkans, Mediterranean, Caucasus, Eastern Europe, represented by **Distinguished Professor Richard Warner**, the Head of School of American Law Worldwide, **Mrs. Ketevan Jeladze, Founder Director, and Ms. Maia Meskhi, Founder Director** (hereinafter referred to as “SAL”), on the one hand

Chamber of Legal Consultants, represented by **A. Skakov, Chairman** (hereinafter referred to as the “Chamber”), on the second hand;

Further in the text of this MoU, **SAL** and **Chamber** individually are referred to as “the Party” and jointly are referred to as “the Parties”.

WHEREAS, SAL Program consists of a two-semester program in Almaty, Kazakhstan with the lectures delivered by Chicago-Kent Professors; upon successful completion of SAL Program, participants earn *SAL Program Certificate* and the eligibility to apply to LL.M. program at Chicago-Kent; moreover, participants obtain significant benefits for LL.M program at Chicago-Kent, such as advanced standing toward the degree allowing for the completion of the degree requirements in one semester at Chicago-Kent, and 75% scholarships toward the LL.M. program reducing the one semester tuition to USD 10,000 and further reduced tuition for a second semester charged at USD 7,250 for those who wish to stay at Chicago-Kent for the second semester;

AND WHEREAS, SAL intends to cooperate with **Chamber** for the purposes of providing members of Chamber with the special conditions to study in **SAL Program** in Almaty;

NOW THEREFORE, the Parties agree to execute this MoU under the following terms and conditions:

1. PURPOSE AND SUBJECT OF MoU

The purpose of this MoU is to establish the principles of cooperation between the Parties and determine terms and conditions of cooperation between the Parties. Specifically, this MoU is for the purpose of providing members of Chamber with the opportunity to take part in the **SAL Program** and **Chicago-Kent’s LL.M program** under the conditions provided below;

1. **SAL** agrees to offer the **Chamber** special conditions, namely:

1.1. **SAL** shall provide a 10% tuition fee reduction to any member of **Chamber** who is admitted at **SAL Program** in Almaty, Kazakhstan;

1.2. During each enrollment, if the number of applicants enrolled by **SAL** from the members of **Chamber** is five (5), **Chamber** shall have the right to nominate one member of **Chamber** who shall be given full tuition scholarship for **SAL Program**, i.e. the particular students shall not pay any tuition fee for studying in the **SAL Program** in Almaty, Kazakhstan; for avoidance of any doubt: **Chamber** shall have a right to nominate one member for free at **SAL Program** for its every 5 members enrolled at SAL, meaning that **Chamber** shall have 1 free place for 5 enrolled members of **Chamber**, 2 free place for 10 enrolled members of **Chamber**, 3 free place for 15 enrolled students from **Chamber**, etc.

1.3. As a **one-time measure**, only for 2020 summer enrollment, the members of **Chamber** for their study at *Chicago-Kent College of Law* during summer 2021 semester shall be given additional tuition discount in amount of USD 2000 after which their tuition for one semester LL.M study in *Chicago-Kent College of Law* will be USD 8 000; That price at *Chicago-Kent College of Law* shall be kept only for 2021 summer semester.

2. PROMOTION

2.1. **Chamber** agrees to promote SAL Program among its members. For this purpose, **Chamber** agrees to disseminate information about the **SAL Program** in the following ways:

2.1.2. uploading and prominently featuring on the **Chambers’s** website **SAL’s** Announcement about enrollment;

2.1.3. disseminating information among its members minimum twice when **SAL** has enrollment;

3. EFFECTIVENESS OF THE MoU AND ITS TERMINATION

3.1. The term of this MoU shall be from the date first written above and shall remain in full force and effect for one year from its execution; After the initial term, the Parties may renew the MoU for an additional term by executing a written addendum to this MoU signed by the Parties;

3.2. Either party may terminate this MoU at any time upon the material breach by other party of any of its obligations hereunder; provided that any such termination shall not become affective until 30 days after written notice, during which period the allegedly breaching party shall have the opportunity to remedy such breach and thereby nullify the termination.

3.3. Any amendments to this MoU shall be in writing and signed by the Parties. Amendments shall constitute an integral part of this MoU.

4. SPECIAL CONDITIONS

4.1. **Use of SAL Trademark;** **SAL** hereby grants to **School** a right to use the SAL Trademark solely on and in connection with the purposes as provided above, and the **School** shall consult with **SAL** regarding promotional material that the **School** intends to disseminate; If **SAL** exercises its right of termination of the MoU as provided in section 3, the right to use the Trademark shall also terminate. Any advertising, marketing or promotion by **School** of the Trademark shall be conducted in such a manner as to enhance and promote the reputation, public awareness and image associated with the Trademark.

4.2. **Assignment:** **School** shall not assign this MoU and any rights or obligations under it to any party without **SAL**'s written consent. No party shall have the right to assign its interest in this MoU to any other party, unless prior written consent of the other parties is obtained.

4.3. **Notices:** Any notice required by this MoU or given in connection with it, shall be in writing and shall be given to the appropriate Party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services to the addresses stated below. However, notices or communications regarding the termination or default notices will be accepted as having been notified only if sent in accordance with this rule.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this MoU as of the date first written above.

for and on behalf of
School of American Law

Richard Warner,
Head of SAL Worldwide

Ketevan Jeladze
Founder Director

Maia Meskhi
Founder Director

for and on behalf of
Chamber of Legal Consultants

A. Skakov
Chairman