



**PROGRAM SPECIFIC AGREEMENT FOR AN LL.M.
PROGRAM FOR FOREIGN-TRAINED LAWYERS**



Between

**BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA
BY AND ON
BEHALF OF GEORGIA STATE UNIVERSITY AND ITS COLLEGE OF LAW
ATLANTA, U.S.A.**

And

**KADIR HAS UNIVERSITY
ISTANBUL, TURKEY**

In order to improve the educational experiences and cultural understanding of their students and faculty, the Board of Regents of the University System of Georgia by and on behalf of Georgia State University and its College of Law, Atlanta, Georgia, United States of America ("Georgia State") and Kadir Has University through its Faculty of Law, Istanbul, Turkey ("Kadir Has") agree to build upon their collaboration by establishing an agreement to facilitate a Specialized Master of Law degree program ("LL.M. program") for Kadir Has law graduates in accordance with the terms and conditions set forth in this agreement ("Agreement"). Georgia State and Kadir Has hereby agree to the following:

1. Description of Program

This agreement ("Agreement") is established to promote and facilitate the admission of Kadir Has graduates into a specialized LL.M. program at Georgia State. Law graduates of Kadir Has may be admitted into either the non-bar track (Track 1) or the bar-eligible track (Track 2) of the LL.M. program.

This program is open to Kadir Has University graduates as follows:

Kadir Has Graduates:

- a) Track 1: admitted students may attend the one-year LL.M. program at Georgia State before or after earning their Licensure in Turkey;
- b) Track 2, Option 1: Obtain Licensure in Turkey, complete Georgia State's LL.M. Track 2 (Bar-eligible) program and take the Georgia Bar exam; or
- c) Track 2, Option 2: Complete Georgia State's Track 2 (Bar-eligible) program, seek Turkey's Licensure and return to take the Georgia Bar exam.

For details about this program, please visit <http://law.gsu.edu/lm/>.

2. Term and Academic Years

This Agreement becomes effective on the date it is duly signed by representatives of both institutions. The term of the Agreement shall commence on the effective date and shall be in effect for five (5) years, unless earlier terminated by either party pursuant to Section 16 below. Notwithstanding anything to the contrary contained herein, the term of this Agreement shall not extend beyond one academic year if Georgia State assumes any financial obligations by entering into this Agreement, and in no event shall the term of this

Agreement extend beyond five academic years. This Agreement may be renewed for additional academic year or five year renewal terms, as applicable, upon the advance written agreement of both parties.

The academic year at Georgia State consists of two regular semesters: the Fall semester which begins in August and ends in mid-December, and the Spring semester which begins in January and runs into May. In addition, there is a Summer semester and an abbreviated Maymester. Students from Kadir Has will be allowed to participate during the Fall and Spring semesters.

3. Number of Students

Starting in Fall 2016 and continuing for each year during the term of this Agreement, Georgia State will receive up to five (5) law students from Kadir Has. These numbers may be amended in writing by both parties. The Program numbers will be monitored annually throughout the term of this Agreement by both institutions.

4. Units Involved in the Program

Participants in the Program will be drawn from the Faculty of Law at Kadir Has at the discretion of both parties.

5. Requirements for Participation

Kadir Has will promote and encourage interested qualified graduates of its own Law program to apply for Georgia State's specialized LL.M. program.

Students who wish to participate in the LL.M. program will be screened for eligibility for admission by Kadir Has, which shall respect the admission requirements and enrollment requirements of Georgia State. Students will be required to comply with the standard rules, regulations, and enrollment requirements of Georgia State, including requirements of language proficiency and health documentation.

Students must be proficient in the language of instruction for courses to be taken at Georgia State in order to participate. At Georgia State, the language of instruction is English. Students from Kadir Has will be required to submit English language proficiency test scores that meet the minimum admission requirements for this program – a score of 100 on the iBT TOEFL test or 7.5 on the IELTS exam. Applicants scoring lower than 100 on the TOEFL or 7.5 on the IELTS - but above 90 on the TOEFL or 6.5 on the IELTS – may be conditionally admitted to the LL.M. program if they enroll in the Summer Program English for Professional Purposes: Law (EPPL). For details about this program, please visit <http://iep.gsu.edu/pre-llm-summer/>. These language requirements apply only to the students and not to their spouses and dependents. Georgia State shall have final authority over decisions regarding admission of students to its courses.

6. Academic Counseling, Credits and Reports

Georgia State will supply Kadir Has with course descriptions and other pertinent materials information to facilitate the promotion of the program. Students must carry a normal load of classes appropriate to full-time status.

7. Tuition and Fees

Qualified Graduates of Kadir Has admitted to this degree program will be eligible to receive a partial tuition waiver from Georgia State. These will be granted as available based on the University System of Georgia and Georgia State waiver policies. These partial waivers are expected to cover approximately 30% of students' tuition. Georgia State will provide these waivers either through the university's non-resident

tuition waiver or its Graduate Assistantship program. In return, admitted students and/or Kadir Has will cover the balance of the tuition and fees owed.

8. Student Responsibilities and Expenses

Unless otherwise indicated in an appendix hereto, students in this Program will be responsible for the following:

1. Payment of admission application fees by published deadlines;
2. Payment of agreed-upon tuition rate and all of the mandatory student fees expressed in Section 7 above by published deadlines;
3. With the assistance of Georgia State, obtaining the proper visas and other documents required by the United States government, including any guarantee that they have the financial resources to meet all expenses;
4. The costs of food, housing, international and local transportation, books, fees for class materials, and other educational and personal expenses;
5. When provided by Georgia State, payment of housing and board costs to Georgia State by the published deadlines;
6. Purchase of the required health/hospitalization/accident insurance, including repatriation and medical evacuation plans as well as liability coverage for the time period of their involvement in the Program in order to meet governmental regulations, as well as the regulations of Georgia State, as set forth in Section 10 below;
7. Abiding by the same regulations and performance standards that pertain to other students at Georgia State;
8. In compliance with the Family Educational Rights and Privacy Act (FERPA), requesting official transcripts to be sent by Georgia State to Kadir Has if desired;
9. Providing the appropriate Program coordinator/director at Georgia State emergency contact information; and
10. Submitting any health or immunization records required by Georgia State.

9. Visa Requirements

It is each student's responsibility to obtain the appropriate visa, as required by the United States. Students coming to Georgia State are required to obtain an F-1 visa, and therefore must provide their information and documentation of sufficient financial resources needed to study in the U.S. four to five months before the start of the program. Georgia State will provide the necessary documentation (e.g. official letters of admission, immigration documents) for students to obtain a visa to enter and study in the United States. Forms and detailed information about this process will be provided by Georgia State's International Student & Scholar Services.

10. Insurance Requirements

Personal health, hospitalization and accident insurance, including a repatriation and medical evacuation plan, as well as liability coverage, is required for all students participating in this Program. Students who already have insurance must submit proof of such coverage to Georgia State for approval before departing from their home countries. Georgia State will assist students in identifying available insurance options designed for international students, if necessary. Students from Kadir Has who do not have appropriate insurance must obtain Georgia State's international students' insurance policy.

11. Housing

Georgia State may offer advice to students regarding accommodations, but it is the responsibility of the students to make living arrangements in the United States.

12. Employment

This agreement allows employment of Kadir Has students in the United States. Students will follow appropriate steps to obtain authorization of employment and will follow regulations of their student visas and host university.

13. Compliance with Rules and Regulations

Students will be subject to the rules and regulations of Georgia State, and the laws and procedures of the United States. Georgia State will assume no responsibility for a student's conduct or lack of compliance with any United States' laws. If a student voluntarily withdraws or is dismissed for disciplinary reasons before the end of the Program, the Program will be considered completed by Georgia State with respect to that student. No replacements will be sent to Georgia State for students who do not complete the Program. Furthermore, Georgia State reserves the right to require a student to withdraw from the Program if the student's academic performance or personal misconduct warrants such action. Georgia State will, absent extenuating circumstances, attempt to consult with Kadir Has before implementing such action. The dismissal of a student shall not abrogate this Agreement, or arrangements regarding other students.

14. Travel Warning Countries Policy

Georgia State's Policy on Travel to Countries with Travel Warnings governs travel by Georgia State students, faculty and staff to countries for which the U.S. Department of State has issued a Travel Warning. The University does not sponsor travel for undergraduate students to a country for which a Travel Warning has been issued. Travel by faculty, staff and graduate students must be approved by specified Georgia State administrators.

15. Research

To the extent allowable by law, the parties may engage in joint research, conference participation, publication of research results and other research-related activity. The parties understand and agree that certain research sponsors may limit participation on specific research projects. The parties further understand and agree to secure all Institutional and other required approvals prior to conducting research activities and to abide by all policies and procedures governing such activities.

If students participate in research funded by a third party sponsor, the parties agree that such research activities will abide by the terms of the sponsorship agreement. If students receive third party confidential information for research purposes that was provided under a written nondisclosure or confidentiality agreement, the parties agree that the students will be bound by the confidentiality and nondisclosure terms of such agreement. Students pledge to disclose any intellectual property developed as a result of joint research to both Georgia State and Kadir Has unless such disclosure is unlawful under the law of the United States. If valuable intellectual property is created as a result of joint research, ownership of such intellectual property shall be determined in accordance with the law of inventorship or authorship of the country in which the research occurred and the Host Institution's policies. The parties agree that Georgia State will evaluate the intellectual property, in consultation with Kadir Has, to determine whether formal patent, copyright, or other protection is desirable.

16. Modification, Termination, Renewal of Agreement

This Agreement may be modified, revised, or renewed but only upon the mutual consent of the parties in writing. Either party may terminate this Agreement by written notice submitted at least 90 days in advance of the next academic semester. Termination will not affect existing or admitted students in the Program.

Unless renewed by mutual written consent, this Agreement will conclude at the end of the specified academic term or year (as defined in Section 2 above).

17. **Primary Contacts / Program Directors**

The Primary Contacts/ Program Directors will ensure that the terms of this Agreement are carried out. They will serve as the contact persons at each institution, ensure the general welfare of Program participants, ensure that necessary approvals are in place, and have administrative oversight of the Program.

The primary contacts for the parties to this Agreement are the following:

For Georgia State University

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For Kadir Has University

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Secondary Contacts:

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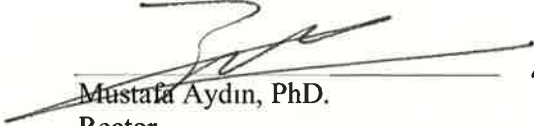
WHEREFORE the parties to this Agreement signify their acceptance of the terms and conditions contained herein by signing in the spaces below.

**Board of Regents of the University
System of Georgia by and on behalf
of Georgia State University and its
College of Law**

Kadir Has University



Steven Kaminshine, J.D.
Dean



Mustafa Aydın, PhD.
Rector

3-17-2016
Date

17.03.2016
Date