

## INTERNATIONAL CENTER FOR LEGAL STUDIES, LLC

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www.legaltutors.com

(08/2010)

### **2010-2011 STUDENT AGREEMENT**

I, the undersigned student, agree to be bound by the following terms of this Student Agreement:

#### **ICLS's Role in the Student's Education**

I acknowledge and understand that the International Center for Legal Studies, LLC. (hereinafter, "ICLS"), provides online recorded lectures, monthly assignments, notes which accompany recorded lectures, interactive tutorial-discussion boards, mock exams marked to exam standard, a weekend workshop, and a Lexis-Nexis account, to assist me in obtaining a quality legal education, in exchange for the payment of tuition and other fees as indicated in this Student Agreement. ICLS is neither a university nor college nor an agent of a university or college. My registration with ICLS is independent of registration with a University law program (hereinafter, the "University"). However, ICLS may endeavor to assist me in such cross-registration process with a University that shall confer the law degree upon my successfully fulfilling that University's academic requirement. Courses are subject to student demand.

#### **My Role In My Education**

I acknowledge and understand that I am ultimately responsible for my education and therefore agree to abide by the following ICLS e-learning requirements in order to enhance my chance for success:

- Attend all ICLS online recorded lectures at least once.
- Complete and submit monthly assignments.
- Complete and submit all ICLS mock essay exam assignments when due.
- Complete all reading requirements of the University and ICLS.
- Participate on the discussion bulletin board(s) for subject(s) in which I am enrolled, at least twice per month.
- Submit any and all other assignments within the deadlines set forth by ICLS and the University.
- Utilize the Lexis-Nexis account assigned to me for legal research at least once per month.
- Provide to ICLS, **immediately, ANY change** in address, phone number, email address, fax number, etc.
- If I enroll after November 15<sup>th</sup> I promise to make up the assignments that preceded my enrollment by January 5<sup>th</sup> of the following year. **It is my responsibility alone to catch up with my ICLS classwork.**
- I understand that plagiarism is an academic offence which may be cause for dismissal from ICLS.

Additionally, I acknowledge and understand that it is my responsibility to be aware of, and comply with, any and all requirements of the University program in which I am cross-registered. ICLS will endeavor to assist me in this process. However, **I alone am ultimately responsible for compliance with such University and ICLS procedures** and therefore agree to hold ICLS harmless in the event such non-compliance has adverse consequences.

### **TECHNOLOGY REQUIREMENTS**

In order to be able to access live lectures, recorded lectures, view archived lectures, and access the discussion board, students need the following computer capacity:

- An IBM compatible computer (US Macintosh users please call ICLS at 1-413-301-5396)
- IE Internet Explorer 5.0 or later Internet Browser by Microsoft Inc. (We apologize, but these lecture presentations include features available only through Internet Explorer WEB-Browser)
- Media Player Plug In by Microsoft Inc. Please check on Microsoft's site for the latest available version for your operating system
- 250+ MHz CPU (250+ megahertz central processing unit/computer)
- 1 GB RAM (64+ megabytes random access memory)
- Sound card and speakers (or headphones) for audio capability
- An internet connection with a minimal speed of 56 Kbps (kilobytes per second) A lower bandwidth is supported by the platform, but the reception quality may deteriorate)
- Operating system: Microsoft Windows 98/2000/2007/ME/XP/NT/Vista

**Students can always test their system or computer for compatibility by logging onto the ICLS classroom platform and listening to the sample lecture.**

\_\_\_\_\_ **student & sponsor's initials**

**Personal Capability:**

I acknowledge and understand that ICLS will not train me in basic computer literacy. I am expected to come to the ICLS program already possessing fundamental computer literacy skills, including:

- word processing
- a sound knowledge of the procedures for sending/receiving e-mail, including e-mail with attached files
- a sound knowledge of navigating and conducting information searches within the World Wide Web
- a fundamental awareness of common computing terms
- general familiarity with hardware, software, and operating system environment

**Exclusive Use of ICLS Materials**

I acknowledge and understand that my enrollment with ICLS entitles me to use the ICLS e-learning platform, access lectures and discussion boards, all materials, whether written, visual, audio and/or digitally produced materials, passwords, access codes, etc. Such use is limited to my personal, non-commercial use alone and may not be shared, disclosed, transferred, copied, given, distributed or sold to any other person(s), entity(ies), or public forum. ICLS materials are copyrighted and its' product, materials, processes, personnel, clients and partners are to be kept *strictly confidential* and are restricted for my sole benefit alone and for the purposes of assisting me in obtaining a legal education and are not to be discussed or disclosed to any other person(s), entity(ies), public forum(s) or for commercial purposes. All ICLS lectures, discussion boards, and any and all materials whether audio, visual, online or hard copied, are the exclusive intellectual property of ICLS. Any unauthorized use of such property is expressly prohibited.

**Limitation on Liability**

\_\_\_\_\_ student & sponsor's initials

All or any part of the software and hardware components and Internet services provided by ICLS are collectively named the "e-learning platform". I acknowledge and understand that the Internet and other computer hardware or software have inherent limitations that may cause interruption or prevent access to the e-learning platform provided by ICLS. ICLS makes no warranties, express or implied, and further does not warrant the operation of the e-learning platform will be error free, free of viruses, or that defects in the e-learning platform can be corrected.

I acknowledge and understand that ICLS shall not be liable to me or any third party for any incidental, special, indirect or consequential damages, including but not limited to, damages for loss of data, loss of programs or any other losses or damages arising out of the use or inability to use the e-learning platform and content, including but not limited to any failure of performance or incorrect information given by ICLS lecturers, tutors and staff.

I acknowledge and understand that the entire liability of ICLS to me, arising out of any legal claim (whether in contract, tort, by statute or otherwise) in any way connected with the use or inability to use the ICLS e-learning platform shall not exceed the amount equal to the refund of any fees paid to ICLS for using the e-learning platform. I hereby release ICLS from any and all obligations, liability, claims or demand in excess of this limitation.

I acknowledge and understand that if I am in breach of any part of this Student Agreement, ICLS, at its' discretion, may terminate my access to the ICLS classrooms and study materials, and/or seek legal remedies, and I alone am solely liable for all attorney fees and court costs incurred, including such attorney fees and court costs as may be incurred by ICLS in pursuing it's legal remedies. By signing this Agreement I acknowledge that the Courts of the State of Massachusetts or North Carolina, USA (at the discretion of ICLS), have exclusive jurisdiction regarding any dispute arising from this Agreement.

**TUITION FEE AGREEMENT**

**Non-Divisibility of Fees**

I acknowledge and understand that all costs and fees of this Student Agreement are non-divisible and based on my enrollment for **one ICLS academic year**. I further acknowledge and understand that by signing this I am legally bound to pay the entire annual fee even if I should withdraw or choose not to attend classes, subject to the terms of ICLS withdrawal & refund policy as set forth below.

\_\_\_\_\_ student & sponsor's initials

My "Start Date" at ICLS begins either September 1<sup>st</sup> of each year, upon notification of my acceptance into the ICLS program, or the date of the ICLS email providing me my ICLS access codes, whichever comes first. I understand that I have 15 days from my Start Date to change my courses. After such 15 day period, if I desire to **change the subject courses in which I am enrolled, I will pay a \$150 administrative fee (non-refundable) for each subject course I wish to change. All application & processing fees are nonrefundable.**

### **Withdrawal-Refund Policy**

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student & sponsor's initials

I acknowledge and understand that if I have been given an offer from the University of London (or other University) and I withdraw from the ICLS program within three days after my ICLS Start Date, I will be entitled to a 100% refund of my paid ICLS tuition, less my non-refundable application fee plus a refund processing fee of \$150. If I withdraw after three days but before ten days of my ICLS Start Date, I will be entitled to a 50% refund of my paid ICLS tuition, less my non-refundable application fee plus a refund processing fee of \$150. If I withdraw after ten days from my Start Date, I will not be entitled to any refund of any portion of my paid tuition, and will remain liable for any outstanding tuition balance due ICLS for the remaining academic year. If I am enrolled in ICLS and have full access to ICLS e-learning components but choose not to attend any ICLS classes or access ICLS e-learning components, I am not entitled to any refund whatsoever. No refund will be given to withdrawing students who have been given an offer from the University of London and whose Start Date with ICLS is after November 15<sup>th</sup> of the school year.

If I am pre-registered for any ICLS academic year, and I am given an offer by the University of London (or other University), and I have had full access to lectures, bulletin boards, live lectures, and any other ICLS e-learning components prior to or during that academic year, I am entitled to no refund, even if I choose not to attend any ICLS classes. If I am pre-registered for any ICLS academic year and I have had full access to lectures, bulletin boards, live lectures, and any other ICLS e-learning components prior to or during that academic year, and I have NOT been given an offer by the University of London (or other University), I am entitled ONLY to a pro-rated refund based on a 10 month ICLS school year. If I am pre-registered for any ICLS academic year, the date my ICLS access codes are emailed to me is my Start Date and my school year has begun.

Once a student's school year has begun, and if a student has received an offer from a University, a student's decision not to attend ICLS classes or use the ICLS tools will have no bearing on this contract, which will remain in full force and effect; if a student decides not to attend classes or use the ICLS tools made available to them and attempts to receive a charge-back from ICLS, student and/or sponsor will be liable for all reasonable costs and legal fees incurred by ICLS in its attempt to prevail in the matter.

Payment terms for Schedule A, Schedule B and Schedule C, are described in detail on the Registration Application Form, which I will complete and submit with this Student Agreement. ALL MONIES PAYABLE TO ICLS ARE PAYABLE IN US DOLLARS. ALL MONIES PAYABLE TO THE UNIVERSITY OF LONDON OR OTHER UNIVERSITY IN WHICH I AM CROSS-REGISTERED ARE PAYABLE IN THE CURRENCY OF THE COUNTRY WHERE THE UNIVERSITY IS BASED.

Unless otherwise agreed in writing, ICLS tuition for the year 2010-2011 (or tuition or pre-registration for any other year) is due in full, along with a \$250.00 non-refundable Registration Application fee, the submission of this completed Student Agreement and the Registration Application Form, in order for the student to be given access to the ICLS e-learning platform.

**If I have a hardship & receive written permission from ICLS, I may make tuition payments in 2 installments as follows:**

- The first installment of ½ of my tuition fees, plus a \$150.00 installment payment processing fee, plus the \$250.00 Registration Application fee, is due with this completed Student Agreement and the Registration Application Form.
- The second installment of the remaining balance of my tuition is due in full on the date agreed in writing by ICLS, or if not agreed to in writing, then within 30 days of the signing of this Student Agreement.
- The Registration Application fee of \$250.00 the installment plan fee of \$150.00 are non-refundable.

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student & sponsor's initials

**If I do not pay my tuition fees within 10 days of the due date, ICLS may deactivate my access codes and prohibit me from entering the ICLS lectures, tutorial/bulletin boards and Lexis-Nexis database, and I will receive no refund of any monies paid. If my access codes are terminated due to non-payment of tuition, in order to reinstate my ICLS access codes, the tuition balance must be paid in full, along with a \$150 reinstatement processing fee. If ICLS agrees to extend my time to pay, ICLS may, at its' discretion, charge an additional \$100 late payment fee for each extension.**

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student & sponsor's initials

If any payment I make to ICLS is rejected by the bank or credit card service company, I will pay ICLS a \$100 processing fee for any such returned checks or declined credit card transaction.

### **GUARANTEE**

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student & sponsor's initials

ICLS guarantees that as long as I use all the tools provided by ICLS, I will pass every final University examination I prepare for using ICLS's e-learning system or I may retake the ICLS courses in the subjects I failed, at a reduced cost of 25% (twenty-five percent) less than the cost of ICLS's regular tuition fees. This guarantee is subject to my fulfilling the following obligations:

1. I must attend all online recorded lectures, download and read all accompanying notes for the subjects in which I am enrolled.
2. I must purchase or acquire all required textbooks for the course and complete all required reading assignments, as required by both the University and ICLS.
3. I must complete all essay and/or homework assignments when they are due, and participate at least monthly in any online discussion boards for the subjects in which I am enrolled.
4. I must maintain a passing average for my submitted essay exam assignments.
5. If I fail my UOL exams, I must request a resit to retake the University examination, and if offered, I must retake the examination.
6. If I opt to NOT sit exams or to defer exams, I may retake the ICLS courses at a reduced cost of 15% less than the cost of ICLS's regular tuition fees as long as I have complied with numbers 1-4 of the Guarantee herein.
7. I will immediately notify ICLS of any problems or issues I may encounter with my e-learning studies.
8. I must immediately notify ICLS of ANY change in address, telephone, fax, or email address and provide any such new information immediately to ICLS, and provide any relevant information as requested by ICLS.
9. If I am a late enrolling student, it is my sole responsibility to make up all outstanding and previously due work.

### **THE ICLS TOTAL e-LEARNING PACKAGE INCLUDES - (24 hours a day, 7 days per week):**

#### • **RECORDED LECTURES FOR EACH SUBJECT**

- 3 introductory and basic foundation lectures [Orientation & Legal Writing, Legal Research, Lexis-Nexis]
- + monthly course material lectures *per subject* + *revision lectures just before examinations*
- + Tutor notes which accompany each recorded lecture (when necessary, lectures are updated & revised yearly)

#### • **Q&A DISCUSSION BOARD – Monthly assignments**

This feature allows for student-to student and student-to-tutor interaction, which is critical for distance learning. This Question & Answer discussion board feature is invaluable for students to further connect with their studies and each other.

#### • **BULLETIN BOARD TUTORIALS/ESSAYS FOR EACH SUBJECT**

There is a subject bulletin board for each course subject. Tutors pose monthly legal questions, students answer, then tutors randomly choose one answer, analyze & critique it & then provide a "suggested answer." Students can print out each assignment session and add the material to their notes. This is a place where students can virtually "raise your hand" and ask questions of your tutor or fellow students or engage in a discussion thread. This bulletin board in each subject area provides for necessary interaction between students and tutors, which is critical for distance learning.

#### • **2 MOCK EXAM ASSIGNMENTS PER SUBJECT**

Students receive 2 mock exam assignments per subject, per year. These assignments are performed under timed exam conditions, and sent to London where they are MARKED TO EXAM STANDARD, critiqued and returned with the Examiner's comments to guide and assist students in identifying areas of strength and weakness and where they need to focus and improve their exam performance. These mock exam assignments provide invaluable guidance and critical legal writing practice in preparing for the University of London Law Exams.

If students wish to participate in further essay assignments, they should contact ICLS Admissions office.

#### • **ICLS RESOURCE LIBRARY**

New case law, new academic authority, articles of interest, EU influence, parliamentary rulings, etc., can be found in the ICLS Resource Library which is revised and added to as the school year progresses.

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student & sponsor's initials

• **ICLS CONTACT - keeping in touch**

During the course of your studies you will hear from us frequently. We will email you, telephone you, post items and news on the bulletin boards and generally keep in touch to remind students of upcoming lectures, deadlines for assignments, new information in the resource library, provide study tips, provide exam tips, give notice of any change in schedule, etc. **We require that you advise ICLS immediately of any change in address, telephone number or email address.** We require that you contact us with notice of any questions you may have, any issues you feel need to be addressed, to request guidance in your studies, to give us feedback. **It is the student’s responsibility to inform ICLS of any issues you may be having with your studies.** ICLS can’t help you if we don’t know what your concerns are.

• **INDIVIDUAL MENTOR/ADVISOR**

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student & sponsor’s initials

Each student will be assigned an individual mentor – advisor throughout their tenure at ICLS. Students are required to communicate with their mentor at least once monthly.

• **ICLS FACE-TO-FACE TEACHING (optional)**

Student understands and agrees that ICLS is an online tutorial programme teaching for the University of London External Programme Laws. Student further understands and agrees that while ICLS offers supplemental face-to-face teaching, subject to student demand, for an additional fee (as stated in the Registration Application Form incorporated by reference herein) such face-to-face teaching is not included in the basic ICLS online tutorial programme. Face-to-face teaching is limited to students who choose to supplement their online studies by registering and paying the additional tuition. Such face to face teaching will occur several times throughout the year, during scheduled weekends (Saturday and Sunday) in the locations published in the ICLS schedule and website. Live Revision Weekend Workshops and Legal Writing Workshops, when scheduled, are available at no additional cost.

• **TUITION PAYMENT**

All tuition is to be paid in US Dollars with the exception of tuition paid by UK students, whose tuition is to be paid in British Pounds Sterling, as per ICLS Registration Application. For Financial Aid see Financial Aid Application and Agreement. If applying for financial aid, said Financial Aid Application Agreement is incorporated herein by reference.

The terms and conditions of this Student Agreement are subject to change by ICLS without prior notice.

**THIS AGREEMENT, CONSISTING OF 5 PAGES, CONTAINS ALL THE TERMS AND CONDITIONS OF MY AGREEMENT WITH ICLS FOR THE ACADEMIC YEAR 2010-2011 ending June 15, 2011. NO OTHER AGREEMENTS NOT EXPRESSLY STATED HEREIN, ORAL OR WRITTEN, HAVE BEEN MADE BETWEEN ICLS AND ME. THIS AGREEMENT CANNOT BE AMENDED UNLESS IN WRITING SIGNED BY BOTH ME (as the student) AND ICLS. I agree that ICLS can share my email address ONLY with my fellow students by listing me in the ICLS directory.**

**SIGNED AND AGREED:**

\_\_\_\_\_  
PRINT Student Name

\_\_\_\_\_  
PRINT line 1 of student address

\_\_\_\_\_  
Student Signature (date)

\_\_\_\_\_  
PRINT line 2 of student address

\_\_\_\_\_  
PRINT Sponsor Name (person paying tuition Or cardholder, other than student)

\_\_\_\_\_  
PRINT line 3 of student address

\_\_\_\_\_  
Student Sponsor signature (person paying tuition Or cardholder, other than student) (date)

\_\_\_\_\_  
ICLS Representative signature

**A SPONSOR IS SOMEONE WHO IS PAYING THE STUDENT’S TUITION ON BEHALF OF THE STUDENT**  
students and their sponsors (if applicable) **MUST** initial and/or sign every signatory line as indicated, and return all 5 completed pages to ICLS.