

MEMORANDUM OF AGREEMENT

Between:

AMERICAN UNIVERSITY
WASHINGTON COLLEGE OF LAW
4300 Nebraska Avenue, NW
Washington, DC 20016
United States of America

and

THIRD ENVIRONMENT COURT
General Lagos N° 837
Valdivia 5110693
Los Ríos
Chile

American University Washington College of Law, a fully accredited private law school incorporated by the District of Columbia in 1898, and the Third Environment Court of Chile, a recently created (2013) independent court that oversees environmental disputes within the Southern macro-zone of Chile, recognize that an agreement to establish a relationship would be of mutual benefit.

Therefore, on this March 7, 2016, American University Washington College of Law, represented by Violeta T. Ettle, Vice Provost for Academic Administration at American University, and the Third Environment Court, represented by Acting Justice Pablo Miranda-Nigro, agree to the following:

1. To explore cooperative academic initiatives between the two institutions. Any initiatives will be agreed upon and delineated by the department initiating the activity and will be specified in Supplements to this Agreement.
2. That any expenses incurred by either institution under this Agreement will be the sole responsibility of that institution. American University Washington College of Law expenses will be the responsibility of the department initiating the activity as specified in the Supplements to this Agreement.

3. That this Memorandum of Agreement will become effective on the date first written above and will be in effect for five (5) years from that date. Renewal of this agreement shall require the execution of a new Memorandum of Agreement.
4. That this Agreement may be amended by means of common written consent on the part of the signatories or their duly authorized representatives.
5. That each institution, at any time, may communicate in writing to the other its willingness to terminate the Memorandum of Agreement or Supplemental Agreements to this Memorandum. This communication will be effective ninety (90) days after it is received by the other party. In such case, those activities that are being carried on and that would cause irreparable harm if they were to cease prematurely will continue until their total completion, always guaranteeing an equitable reciprocity between the parties, in accordance with the spirit of the Agreements.
6. Each institution shall seek prior written approval from the other for any materials in which either institution is mentioned or in which any institution's logo, symbol, name, design element, trademark or other written, drawn or electronically depicted representation is used. Any permission granted under this Memorandum of Agreement is for a non-exclusive, limited purpose related to the performance of this Memorandum of Agreement.
7. That the Third Environment Court and American University Washington College of Law warrant and represent that they are in compliance with all their respective country's laws regarding business licenses and permits of any kind required to perform the services described in this Agreement.
8. That any obligations or expenses incurred prior to the date of this Memorandum of Agreement will not be governed by this Memorandum of Agreement, and American

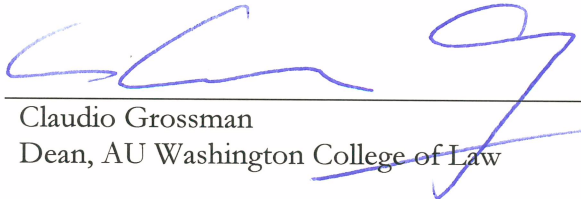
University Washington College of Law will not be obligated for them unless agreed to in writing and signed by the duly authorized representative of American University. Likewise, the Third Environment Court will not be obligated for any obligations or expenses incurred prior to the date of this Memorandum of Agreement, unless agreed to in writing and signed by the duly authorized representative of the Third Environment Court.

9. That each of the institutions' respective employees, faculty, agents and students will be obligated to abide by the host institution's regulations and rules while participating in any program or activity under the host institution's responsibility under this Memorandum of Agreement, and said individuals agree to abide by the laws of the host country during participation in any such program or activity.
10. That it is to the institutions' mutual benefit to resolve their differences or disputes amicably. Accordingly, each agrees to contact the other's designated representative to discuss and work toward the resolution of any disputes, which may arise during the term of this Agreement.
11. The institutions agree that each shall indemnify, defend and hold harmless the other party for any loss, claim, damage, or demand, whether real or personal property damage resulting from their negligence or the negligence of their officers, directors, agents, employees or subcontractors. No consequential, liquidated or special damages may be claimed against the other institution.
12. This Agreement shall be governed and construed by the laws of the District of Columbia and the United States of America provided, however, that no provision, condition or object of the Agreement shall be construed to be in conflict with, or objectionable to, or impracticable under the laws of the country of any party hereto. In such an event, the

parties agree to negotiate in good faith to determine applicable law and to insure lawful and viable performance of this agreement.

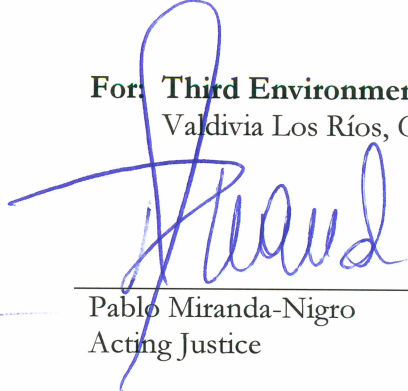
Now intending to be legally bound, American University Washington College of Law and the Third Environment Court have caused their duly authorized representative to execute this Memorandum of Agreement on the day and date first above written.

For: American University
Washington, D.C. USA

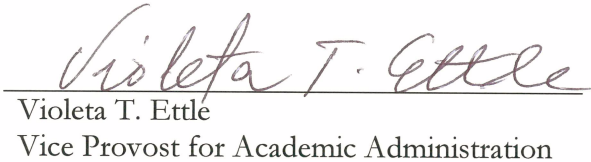


Claudio Grossman
Dean, AU Washington College of Law

For: Third Environment Court
Valdivia Los Ríos, Chile



Pablo Miranda-Nigro
Acting Justice



Violeta T. Ettle
Vice Provost for Academic Administration