

MEMORANDUM OF UNDERSTANDING

BETWEEN

MANITOBA EDUCATION AND ADVANCED LEARNING

PROVINCE OF MANITOBA, CANADA

AND

AL-YASMINE INTERNATIONAL FOR EDUCATION SERVICES (GIZA, EGYPT)

PURPOSE

Whereas Al-Yasmine International For Education Services, Giza, Egypt (hereinafter referred to as "Heritage") wants to offer a Manitoba International Program at Heritage International School; which, upon completion of all credits and program requirements will lead to students graduating from Heritage International School with a Manitoba high school graduation diploma; and

Whereas Manitoba Education and Advanced Learning (hereinafter called "Manitoba") is prepared to authorize Heritage to offer programming acceptable to Manitoba for purposes of a Manitoba high school graduation diploma if Heritage meets and maintains the understandings outlined in Appendices I, II, III, IV and V; and ensures that these items are fully met and continue to be followed;

Therefore, Manitoba and Heritage, hereinafter jointly referred to as the "participants" have mutually consented to enter into this *Memorandum of Understanding* ("**Memorandum**").

I. DESIGNATED CONTACT OFFICES

1. Each participant will designate an office that will be responsible for ensuring the integrity of the Memorandum and serve as the main point of contact for any questions or concerns arising from the Memorandum.
2. Communication regarding matters arising from the activities occurring under the terms of this Memorandum will primarily occur between the two designated offices.

The designated office for Manitoba is:

Darryl Gervais, Director
Instruction, Curriculum and Assessment Branch
Manitoba Education and Advanced Learning
20, 1577 Dublin Avenue,
Winnipeg, Manitoba, Canada R3E 3J5
Tel: (204) 945-0294 Fax: (204) 945-5060
Email: Darryl.Gervais@gov.mb.ca

The designated office for Heritage School is:

Eng. Mohamed Awara
Vice Chairman & Managing Director
Al-Yasmine International for Education Services
Al-Yasmine Greenland, 2nd. Touristic Village
6th October City, Giza, Egypt
P.O. Box: 38-12568 6th of October City
Tel: (202) 836-5872
Email: awara@heritageinternationalschool.com

3. Either Manitoba or Heritage may change their designated contact office at any time by providing written notice to the other participant.

II. DURATION, ANNUAL REVIEW AND CANCELLATION

1. This Memorandum comes into effect September 1, 2014 and expires July 31, 2015.
2. This Memorandum and activities related to it will be reviewed on an annual basis by both participants.
3. Each participant acknowledges that, in accordance with its laws and regulations, it is responsible for the actions of its designated office.

4. Either participant may terminate this Memorandum by notifying the other participant of its intention to terminate by providing at least three (3) months written notice.
5. If Heritage does not meet and maintain the commitments in this Memorandum, Manitoba may give notice to Heritage under Appendix IV – Due Process which may lead to withdrawal of authorization and cancellation of this Memorandum.
6. If this Memorandum is terminated by one or both participants, both participants will make reasonable efforts to arrange for the continuing education of the students enrolled in the program.
7. The participants will discuss any dispute or difference of opinion in the spirit of friendship, understanding, and cooperation and will not take legal proceedings if the dispute or differences cannot be resolved.

III. LIMITATIONS

11. This Memorandum does not create any legal, contractual, financial or other obligation for the participants.

IV. APPENDICES PART OF MEMORANDUM

The following appendices form part of this Memorandum:

APPENDIX I –	Understandings
APPENDIX II –	Administrative Requirements
APPENDIX III –	Program Requirements
APPENDIX IV –	Due Process
APPENDIX V –	Annual Fee Schedule

Signed in duplicate in Winnipeg, Manitoba, Canada and Giza, Egypt in the English language.

FOR MANITOBA

FOR HERITAGE

Dr. Gerald Farthing
 Deputy Minister of Education and
 Advanced Learning

Eng. Mohamed Awara
 Vice Chairman & Managing Director

Dated at _____ his ____ day
 of _____, 2014

Dated at _____ this ____ day
 of _____, 2014

Witness

Witness