

I.

MEMORANDUM OF UNDERSTANDING

BETWEEN

MANITOBA EDUCATION, CITIZENSHIP AND YOUTH (MANITOBA, CANADA)

AND

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

I. PURPOSE

Whereas Al-Yasmine International For Education Services, Giza, Egypt wants to offer the Manitoba Curriculum, which, upon completion of all credits and program requirements will lead to students graduating from the Heritage International School with a Manitoba high school graduation diploma; and

Whereas Manitoba Education, Citizenship and Youth (hereinafter called "Manitoba") is prepared to accredit Al-Yasmine International For Education Services to offer programming acceptable to Manitoba for purposes of a Manitoba high school graduation diploma if Al-Yasmine International For Education Services meets and maintains the understandings outlined in Appendices. I, II, III, IV and V;

Therefore the two participants have decided to enter into this Memorandum of Understanding (Memorandum).

II. DESIGNATED CONTACT OFFICES

Each participant has designated 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.

Communication regarding matters arising from the activities occurring under the terms of this Memorandum will primarily occur between the two designated offices. If the designated contact for Al-Yasmine International For Education Services is a third-party or not otherwise a part of the Al-Yasmine International For Education Services legal entity, Manitoba will provide Al-Yasmine International For Education Services with all letters of notice under Appendix IV of this Memorandum with a copy of said letters being provided to the designated office.

The designated office for Manitoba is:

Ken Horton, Liaison Officer
Education Administration Services
Manitoba Education Citizenship and Youth
507-1181 Portage Ave
Winnipeg, Manitoba, Canada R3G OT3
Tel: (204) 945-0961
Email: KeHorton@gov.mb.ca

The designated office for Al-Yasmine International For Education Services is:
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) 8365872
Email: awara@al-yasmine.com

Either Manitoba or Al-Yasmine International For Education Services may change their designated contact office at any time by providing written notice to the other participant. Each participant is responsible for the actions of its designated office.

III. EXCLUSIVITY

For the first three years this Memorandum is in effect, Manitoba will not accredit another school offering the same program as Al-Yasmine International For Education Services within the geographical area described below without the Al-Yasmine International For Education Services prior written approval. The Al-Yasmine International For Education Services will not offer another curriculum within the Heritage International School or any other school within the geographical area described below that is not already owned or operated by the Al-Yasmine International For Education Services at the time this Memorandum takes effect.

The geographical area is the Giza Governorate.

The period and terms of this exclusivity as outlined above may be renewed and/or amended only upon the written agreement by both participants.

IV. DURATION, ANNUAL REVIEW AND CANCELLATION

This Memorandum is effective on the date that the final signature is affixed and remains in effect until it is cancelled by either participant.

This Memorandum and activities related to it will be reviewed on an annual basis by both participants, usually in conjunction with a school inspection.

If Al-Yasmine International For Education Services does not meet and maintain the requirements in this Memorandum, Manitoba may give notice to Al-Yasmine International For Education Services under Appendix IV - Due Process which may lead to withdrawal of accreditation and cancellation of this Memorandum.

If Manitoba or Al-Yasmine International For Education Services wishes to cancel this Memorandum for any other reason, it may send written notice to the other participant as early as possible before the cancellation takes effect.

V. LIMITATIONS

This Memorandum is not intended to be legally binding or to impose legal obligations on either participant and will have no legal force or effect.

APPENDICES PART OF MEMORANDUM

The following appendices form part of this Memorandum of Understanding:

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

VI. RATIFICATION

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

**FOR MANITOBA EDUCATION,
CITIZENSHIP AND YOUTH**

**FOR AL-YASMINE INTERNATIONAL
FOR EDUCATION SERVICES**

original signed by
Gerald Farthing
**Deputy Minister of Education,
Citizenship and Youth**

original signed by
Eng. Mohamed Awara
Vice Chairman & managing Director

May 17, 2006
Date

May 29, 2006
Date

APPENDIX I – Understandings

This Memorandum is a statement of mutual understandings between the participants regarding the subject matter of the Memorandum of Understanding. The participants do not intend to create a contract, and as such, this Memorandum is not enforceable under the laws of Egypt or Manitoba.

Manitoba Accreditation

1. Manitoba administrative requirements are outlined in Appendix II and Manitoba program requirements are outlined in Appendix III.
2. If Al-Yasmine International For Education Services does not meet and maintain the requirements as outlined in this document, Manitoba will remove the accreditation status granted.

Inspective Visits

3. Manitoba will determine that its requirements are being met through annual inspective visits by Manitoba officials.
4. The full cost of inspective visits (round trip airfare, ground transportation, accommodations, meals, and reasonable associated expenses) will be the responsibility of Al-Yasmine International For Education Services.
5. Where Manitoba deems it to be warranted, Manitoba reserves the right to conduct additional, unscheduled inspective visits upon reasonable notice and at the cost believed by Manitoba to be necessary.
6. Al-Yasmine International For Education Services must participate in the inspective visits and co-operate with Manitoba and will receive a copy of the annual Inspection report prepared by Manitoba. If Al-Yasmine International For Education Services has engaged a third party manager, the third party manager may participate in the Inspective visits but Al-Yasmine International For Education Services and the third party manager must attend the post-inspection meeting and will receive a copy of the annual inspection report.

No Transfer or Assignment

7. This Memorandum is specific to Heritage International School and the Al-Yasmine International For Education services may not assign, transfer, sell or otherwise pass its Interest In this Memorandum to another school unless Manitoba approves in writing.
8. This Memorandum of Understanding Is specific to Heritage International School and any other schools operated by the Al-Yasmine International For Education Services as approved by Manitoba In Writing. If an additional school is approved, the location of the school must be noted in a separate addendum to the Memorandum signed by both parties.

9. The AI-Yasmine International For Education Services may not engage a third party to operate the Heritage International School on its behalf, or change the third party, unless Manitoba approves the third party operator in writing.
10. All material provided by Manitoba under this Memorandum of Understanding, such as Manitoba curricula, is subject to copyright and remains the sole property of Manitoba. Manitoba authorizes AI-Yasmine International For Education Services to use the material under license to deliver Manitoba programming.
11. Upon cancellation of this Memorandum of Understanding, the accreditation ends and AI-Yasmine International For Education Services must return all material, including all copies in whatever form or media, or certify to Manitoba that it has destroyed the copies.
12. AI-Yasmine International For Education Services must not share the copyright materials with any other school.

Manitoba Senior Years Graduation Diploma

13. Students graduating from the accredited high school program will be eligible to receive a Manitoba High School Graduation Diploma. The granting of Manitoba High School Graduation Diplomas is the sole purview of Manitoba.
14. The Manitoba High School Graduation Diploma can be used by students graduating from Heritage International School to apply for admission to universities in Manitoba, Canada and elsewhere.
15. AI-Yasmine International For Education Services recognizes that the Manitoba High School Graduation Diploma does not guarantee acceptance/admission to postsecondary institutions. Students must apply to post-secondary institutions for individual acceptance/admission consideration.

Limitations of Manitoba

16. The Memorandum does not commit or otherwise obligate Manitoba to provide any funding, resources, or staffing in support of programming for AI-Yasmine International For Education Services.
17. Manitoba, on a voluntary basis, will work with school staff to make AI-Yasmine International For Education Services aware of educational resources, materials, available consultation, and similar information which the school may wish to obtain through its own means.

Financial Responsibility of Ai-Yasmine International For Education Services

18. Manitoba will charge AI-Yasmine International For Education services an annual administrative fee as outlined in Appendix V - Administrative Fee Schedule. This fee will be used by Manitoba to cover the costs of postage, shipping, telephone, facsimile transmission, photocopying, and the like related to the movement of documents, curricula, resource materials, reports or information between the school and Manitoba. The administrative fee will also be used by Manitoba to cover the cost of staff time related to the provision of administrative and support services to the School. The cost of

inspective visits is not covered by the annual administrative fee nor are the costs of curriculum and professional development requested by the school.

Facilities and Resources

19. Al-Yasmine International For Education Services understands that it is essential that a library providing adequate English language educational resources and general interest materials be available to students on a consistent basis for their studies and leisure purposes.
20. Al-Yasmine International For Education Services understands that the biology, chemistry and physics laboratories must continue to meet the standards required by Manitoba.
21. Al-Yasmine International For Education Services understands that it must maintain and have fully operational (an) on-site computer laboratory (ies) with a ratio of personal computers to students that is acceptable to Manitoba. The computers are to be reasonably modern in hardware and architecture, and are to be loaded with a sufficient range of software to support students' programming and curriculum requirements. The School also understands that students must have supervised access to the Internet.
22. Al-Yasmine International For Education Services understands that meeting and abiding by all appropriate and necessary safety requirements and standards is the responsibility of Al-Yasmine International For Education Services.

English language Proficiency

23. Al-Yasmine International For Education Services understands that its students must develop a level of proficiency in the English language acceptable to Manitoba for graduation with a Manitoba High School Graduation Diploma.
24. Al-Yasmine International For Education Services understands that the responsibility for developing its students' proficiency in the English language rests fully with the School and that continual and consistent access and usage of English language materials in print, audio-visual, and electronic formats is essential.
25. Al-Yasmine International For Education Services recognizes that, in order for students to develop proficiency in the English language, students may need to spend additional time at school beyond the point where academic studies may have been completed prior to being awarded the Manitoba High School Graduation Diploma.
26. Al-Yasmine International For Education Services understands that good listening, understanding, writing, and speaking skills in English are essential to success at Manitoba and other Canadian universities and colleges, and may be taken into consideration by post-secondary institutions through their admission/acceptance procedures.
27. Al-Yasmine International For Education Services students, similar to other students possessing Manitoba diplomas, may be subject to an assessment of English language proficiency as part of the application process or subsequent to admission/acceptance to a university or college.

APPENDIX II - Administrative Requirements

Administrative requirements of Al-Yasmine International For Education Services for accreditation are as follows:

1. On a regular basis, teach all compulsory and optional credits for the grade level offered.
2. Use Manitoba curricula, or other curricula deemed to be equivalent to Manitoba curricula by the Manitoba school principal and approved by Manitoba, for all courses taught for credit toward the Manitoba High School Graduation Diploma.
3. Participate in provincial standards tests (examinations) as required by Manitoba.
4. Follow the regulatory requirements with respect to the annual school calendar with allowances for local culture and norms concerning school closures and holidays. The school year will generally follow that of Manitoba, that is, September to June.
5. Designate a minimum of five (5) days of professional development within the school calendar year.
6. Employ a school principal trained in Manitoba (or, alternatively, in another Canadian province) and certified as a professional teacher by Manitoba. Experience in one or both of the following areas is desirable: (i) Senior Years (high school) principal, department head, divisional or departmental consultant and/or (ii) English as a Second Language. In the case where the principal is not trained in Canada, but rather is trained in another jurisdiction acceptable to Manitoba, a lead teacher trained in Manitoba is to be employed by the school.
7. Employ Canadian teachers who, through certification or permit issued by Manitoba, are approved to teach all subject areas recognized for credit. Any deviation from this requires special authorization by Manitoba. Principals and teachers who are not trained in Manitoba must avail themselves of professional development opportunities to become knowledgeable about Manitoba based curricula and recommended teaching strategies. The teachers in the Egyptian portion of the program require a teaching permit from Manitoba.
8. Ensure that students are adequately supervised by responsible adults while at school and on authorized extra-curricular activities.
9. Report regularly to parent/guardians on student progress and achievement at school.
10. Provide students with regular progress and achievement reports and with feedback on examinations, tests, reports and other forms of assessment and evaluation.
11. Establish a code of behaviour for students and employ only those disciplinary methods acceptable to Manitoba.
12. Maintain a system of student records and forward without delay to Manitoba all necessary forms or reports, including students' final marks, required by Manitoba at such times and in a manner as prescribed allowing for any necessary modifications to forms or reporting acceptable to Manitoba.

13. Abide by other pertinent policy, statutory or regulatory provisions that apply to Manitoba schools with possible adjustments for local circumstances as may be from time to time approved by Manitoba.
14. When requested by Manitoba, obtain and provide to Manitoba a copy of a written, continuing endorsement by the Egyptian Ministry of Education.
15. Employ an agent acceptable to Manitoba who is a resident of Manitoba or Canada.

APPENDIX III-Program Requirements

The Senior 1 to 4 (Grades 9 to 12) high school program requirements for the Blended Program at Heritage International School are as follows:

1. High school students (Senior 1 to 4/Grades 9 to 12) must successfully complete twenty-eight credits between Senior 1 (Grade 9) and Senior 4 (Grade 12), including passing all required provincial standards tests (examinations). One credit is based on a curriculum designed for 110 hours of instructional time.
2. In Senior 1 (Grade 9) and Senior 2 (Grade 10), students must successfully complete sixteen credits, ten compulsory and six optional. Heritage International School may, at the discretion of the Manitoba school principal and as approved by Manitoba, award these credits as Senior 1 (Grade 9) and Senior 2 (Grade 10) out-of-country equivalent credits according to the following:

Senior 1 (Grade 9)

Compulsory Credits

- language arts (Arabic or English) 1 credit
- mathematics 1 credit
- science 1 credit
- social studies 1 credit
- physical education/health education 1 credit

Optional Credits

- optional credits may be from any subject area at any grade level from Senior 1 to Senior 4 3 credit

Senior 2 (Grade 10)

Compulsory Credits

- language arts (Arabic or English) 1 credit
- mathematics 1 credit
- science 1 credit
- social studies 1 credit
- physical education/health education 1 credit

Optional Credits

- optional credits may be from any subject area at any grade level from Senior 1 to Senior 4 3 credits

TOTAL SENIOR 1 AND 2 (GRADE 9 AND 10) CREDITS 16 CREDITS

3. At a minimum, in Senior 1 (Grade 9) nine hours of instruction per week, and in Senior 2 (Grade 10) twelve hours of instruction per week, must be in the English language.

4. In Senior 3 (Grade 11) and Senior 4 (Grade 12), students must successfully complete twelve credits of which a minimum of seven credits must be in the English language. Three of these credits must be in English Language Arts, two credits must be in Social Studies, one must be in Mathematics and one to be selected from a list approved by Manitoba.
5. Six of the twelve credits must be based on Manitoba curricula. The remainder of the courses required to complete the twenty-eight credit diploma must be based on Manitoba curricula or Al-Yasmine International For Education Services, Egypt curricula or locally developed/ acquired curricula that has been approved by Manitoba.

Senior 3 (Grade 11)

Compulsory Credits

- English Language Arts - English language instruction based on Manitoba curriculum 1 credit
- Mathematics - English or Arabic instruction based on Manitoba Senior 3 Pre-Calculus Mathematics curriculum or on equivalent Arabic curriculum as determined by the Manitoba school principal and approved by Manitoba 1 credit
- Social Studies (Canadian History) - English language instruction based on Manitoba curriculum 2 credits

Optional Credits

- Optional Credits - from any subject area (physics, chemistry and biology are encouraged) 3 credits

Senior 4 (Grade 12)

Compulsory Credits

- English Language Arts - English language instruction based on Manitoba curricula 2 credits
- Mathematics - English language or Arabic instruction based on Manitoba Senior 4 Pre-Calculus curriculum or on equivalent Arabic curriculum as determined by the Manitoba school principal and approved by Manitoba - this course must be taken in English if Mathematics 30S has been taken in Arabic 1 credit
- Social Studies (Manitoba Studies) - English language instruction based on a course prepared by Manitoba for international programs 1 credit
- Additional Credit - English language instruction - must be from a list approved by Manitoba and may be taken in Senior 3 or Senior 4 1 credit

Optional Credit

- Optional Credit - from any subject area (physics, chemistry or biology is encouraged) 1 credit

TOTAL SENIOR 3 AND 4 (GRADES 11 AND 12) CREDITS 12 CREDITS
TOTAL SENIOR 1 TO 4 (GRADES 9 TO 12) CREDITS 28 CREDITS

6. The Heritage International School students must write the Manitoba Senior 4 English Language Arts standards test (examination) and their mark on this test must count for a percentage of their final mark as required by Manitoba (currently 30%). This test is based on Manitoba curriculum and must be written in English.
7. Heritage International School students must write the Manitoba Senior 4 Pre-Calculus Mathematics standards test (examination) in English and their mark on this test must count for a percentage of their final mark as required by Manitoba (currently 30%). This test is based on Manitoba curriculum and must be written in English.

APPENDIX IV – Due Process

1. If Al-Yasmine International For Education Services does not meet and maintain the requirements in this Memorandum the following process will be followed:
2. Notice in writing will be given to Heritage International School by Manitoba stating concerns and clear expectations. Recommendations will be made as to how the School should make changes in order to meet the expectations.
3. The School will be given a deadline by Manitoba to comply with the recommendations outlined in the letter of notice.
4. If deemed necessary by Manitoba, there will be another visit to the School by Manitoba staff at the expense of the School.

If, after steps 1 to 3, Manitoba determines that Heritage International School has achieved satisfactory compliance, the accreditation will remain in place.

If the requirements are still not being met in Manitoba's judgment and there are no extenuating circumstances acceptable to Manitoba. Manitoba may withdraw its accreditation immediately or on a date Manitoba selects. This Memorandum ends when the accreditation is withdrawn.

APPENDIX V – Administrative Fee Schedule

Annual Fees for an Accredited Manitoba School Program Outside of Canada

Effective January, 2005

A. Responsibility of Payment

It is the sole responsibility of Al-Yasmine International For Education Services to ensure that the all required fees and expenses outlined in this Appendix are paid to Manitoba in a timely manner and in a form acceptable to Manitoba.

Forms of payment that are currently accepted include certified cheques, bank drafts, and wire transfers. Other methods of payment may be approved by Manitoba; it is the responsibility of Al-Yasmine International For Education Services to seek such approval in writing.

Non-payment of required fees and expenses are grounds for withdrawal of accreditation (see Appendix IV - Due Process).

B. Administrative Fee

Once a Memorandum has been signed which authorizes a school overseas to offer the Manitoba curriculum, the School will be asked to pay Manitoba Education, Citizenship and Youth an annual administrative fee. This fee will cover the following services:

1. Provision of one copy per grade of the relevant portions of the Manitoba curriculum as well as curriculum support materials.
2. Equivalency evaluations for host country curricula.
3. Student enrolment and subject registrations.
4. The required department examinations for Senior 4 and optional department examinations at other levels.
5. Issuance of transcripts and diplomas.

The annual administrative fee is also intended to cover costs incurred by Manitoba which include salary expenses associated with the provision of these services and with regular inspection visits, office supplies, and mail, courier, fax and telephone charges.

The application fee for certification of non-Manitoba teachers is not included in the annual fee.

These fees will be assessed separately as needed. The current fee is \$90 per assessment. Manitoba maintains all proprietary and copyrights over the Manitoba curriculum in perpetuity.

The annual administrative fee represents a fee for administration and services, not a sale of the curriculum itself.

Fees for the provision of services by Manitoba beyond those listed above must be negotiated in advance and outlined in a written contract.

C. Fee Schedules

Three fee schedules have been established based on the administrative requirements of different types of programs. Schools with more than one type of program will be required to pay more than one type of fee.

Schedule 1 - CAD\$250 per student per year for students enrolled in Senior 3 and Senior 4 (Grades 11 and 12); CAD\$200 per year for students enrolled in Senior 1 and Senior 2 (Grades 9 and 10).

Assessed to schools authorized to offer Manitoba senior-years courses (Grade 9 - Grade 12) and issue a Manitoba High School Diploma.

Once a school reaches 101 students, the per student fee will be reduced to \$200 per student for Senior 3 and 4; and \$150 per student for Senior 1 and 2.

Once a school reaches 201 students, the per student fee will be reduced to \$150 per student for Senior 3 and 4; and \$150 per student for Senior 1 and 2.

Schedule 2 - CAD\$5,000

Assessed to schools authorized to offer Manitoba courses for early years (Kindergarten to Grade 4) and/or middle years (Grade 5 to Grade 8) programs.

Schedule 3 - CAD\$2,000

Assessed to schools authorized to use the Manitoba name in their advertising to promote linked programs where the majority of the Manitoba courses are taken in Manitoba.

The school will send a report to Manitoba on the number of students enrolled in each grade level within two weeks of the start of the school year. Manitoba will then issue an invoice to the school. Full payment will be due within 60 days of the date of the invoice. Failure to pay the fees assessed may result in withdrawal of the school's accreditation by Manitoba Education, Citizenship and Youth.

Manitoba may change the amount of the annual administrative fee by sending a written notice to Al-Yasmine International For Education Services at least 90 days before the start of the school year. All other fees are subject to change on 90 days notice.

D. Inspection Expenses

The school will be responsible for all direct costs associated with inspection visits. These include the cost of airfare, ground transportation, meals and accommodation.

In making arrangements for inspection visits, Manitoba Education, Citizenship and Youth and the affiliated schools abroad will adhere to the following guidelines:

1. Staff of Manitoba Education, Citizenship and Youth will make arrangements for air travel with a Manitoba-based travel agent. The travel agent may bill the school directly.

2. Every effort will be made to use air carriers that provide affordable, safe, and efficient routing. Arrival dates and costs will be confirmed with the school before final booking is made.
3. The school will accommodate inspectors in a hotel which-at a minimum-meets a three-star standard. Hotel fees will be paid in advance by the school so inspectors will not be asked for payment by hotel staff. Each member of the inspection team will be provided with his/her own room.
4. Expenses for meals, ground transportation, and incidentals can be covered by the school in one of the following ways:
 - a) A per diem amount for meals and incidentals will be provided to the inspectors upon arrival. The per diem amount should match the Treasury Board of Canada rate. These rates can be found on-line at http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/td-dv-d-2_e.asp#C. The head of the inspection team will also be provided with the sum of CAD\$50 per day to cover ground transportation costs for the team.
 - b) The school may cover costs for meals, incidentals and ground transportation directly by allowing members of the team to add meals and services to their hotel bill and/or by providing meals through hospitality arranged by the school. Ground transportation will be provided by the school itself or by the school arranging a contract with a local taxi or transportation service.
 - c) A combination of (a) and (b).

E. Other Costs

Schools are required to pay Manitoba Education, Citizenship and Youth the fees and expenses mentioned above. School officials should note, however, that there are other costs associated with offering the Manitoba curriculum that are not levied by Manitoba Education, Citizenship and Youth. For example, a Manitoba-based agent should be engaged to help the school hire teachers and principals. These agents may also help the school to purchase the necessary textbooks and then make arrangements for overseas shipping. These arrangements are made directly between the school and the agent and do not involve Manitoba Education, Citizenship and Youth.