



OFFSHORE ACADEMIC PROGRAM OFFERING AGREEMENT



THIS AGREEMENT is made this 9 day of February, 2018

BETWEEN:

UNIVERSITY OF CANADA, EGYPT

(hereinafter "UCE")

AND:

UNIVERSITY OF PRINCE EDWARD ISLAND

(hereinafter "UPEI")

PREAMBLE

This Offshore Academic Program Offering Agreement establishes a framework for the offering of undergraduate and postgraduate degrees by UPEI (as part of the UCE Canadian Universities Consortium), at UPEI's international campus at Cairo, Egypt.

The parties to this Agreement share the common mission of creating, preserving and transmitting knowledge and thereby contributing to the cultural, social and economic well-being of the people of Cairo, Egypt and the world. The parties further remain committed to academic excellence and quality, both in the academic programs offered by UPEI and in the students who are admitted to and complete those programs.

This Agreement takes into account the historic evolution of UPEI and the achievements it has attained since its establishment. It promotes both the autonomy as well as the complementary relationship of the two institutions, UCE and UPEI, and ensures the continuation of good relations between them. This agreement recognizes the optimal outcomes to be achieved for both parties, both individually and collectively, through collaboration wherever possible, but, particularly, in respect of academic offerings.

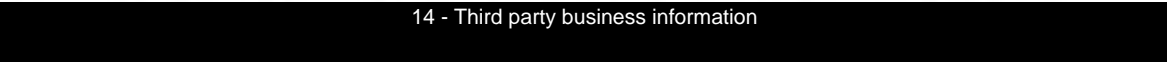
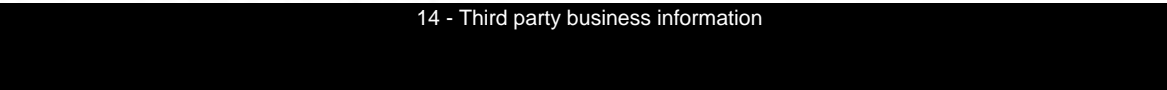
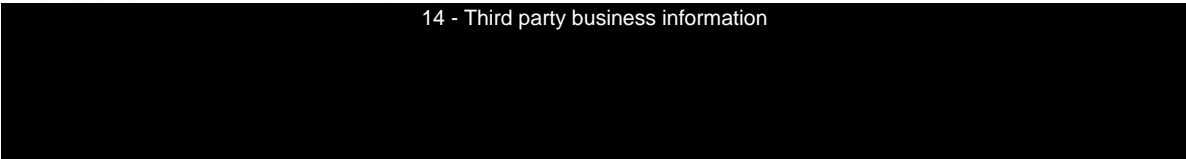
The Agreement respects the character of each institution, which shall remain independent and autonomous. In addition, the parties agree that the interpretation and application of this Agreement is to be guided by the following principles.

THEREFORE in consideration of the premises and the mutual promises contained in this Agreement, the parties agree as follows:

1 Academic Programs

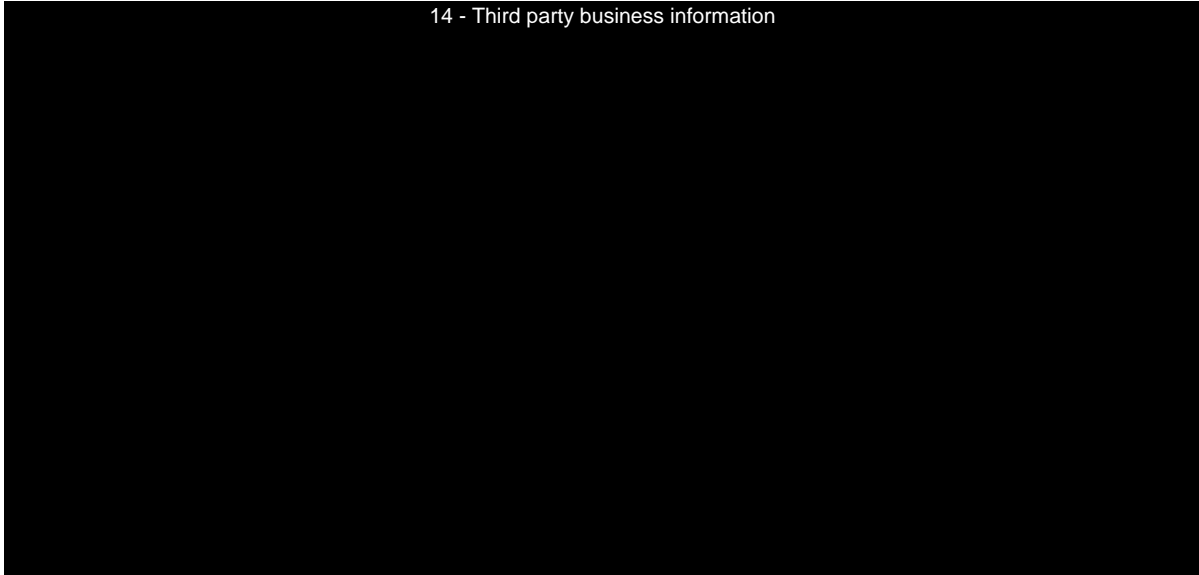
- 1.1 This agreement concerns the offering of UPEI Degrees academic programs, the admission of students' intent on working towards completion of the requirements for the applicable university degrees through academic staff, academic rules, regulations and policies, accreditations and academic management.

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- 1.2 UPEI shall offer degree programs through its School of Sustainable Design Engineering, Faculty of Business, and School of Mathematical and Computational Sciences at undergraduate and undergraduate levels as applicable, as part of the UCE Canadian Universities Consortium, at UCE's campus at Cairo, Egypt, together with such other programs as the parties may subsequently agree to offer or develop (collectively the "Programs").
- 1.3 UPEI shall have exclusive jurisdiction over the Programs, as well as applicable rules, policies, academic regulations, admission requirements, faculty qualifications and quality measures. UCE shall provide the campus, equipment, information technology and resources, carry out all the administrative work including the hiring of personnel (academic and administrative), finances and the general structure and regulations necessary to the proper functioning and outreach of UPEI.
- 1.4 UCE shall be responsible to comply with:
- (a) all rules, policies, academic regulations, admission requirements, and quality assurance measures applicable to the Programs, from admission to graduation, and as instructed by UPEI;
 - (b) all technical and equipment specifications specified by UPEI; and
 - (c) faculty hiring policies, procedures and qualifications specified by UPEI.
- 1.5  14 - Third party business information
- 1.6 Courses and programs offered by UPEI at the UCE campus shall be offered complementary rather than duplicative of or competitive to other programs offered by other parties of the UCE Canadian Consortium, unless approved otherwise by the parties.
- 1.7 Students' admission standards shall reflect a commitment to academic excellence, quality, and student success, and shall adhere to UPEI admission requirements pertaining to the programs offered.
- 1.8  14 - Third party business information
- 1.9 Where UPEI confers the same academic degree on a student who graduates through UCE as it does on a student who graduates at UPEI, the academic standards of teaching, course content, and examinations for degree programs and courses offered at UCE must be at least equal to those at the UPEI campus.
- 1.10 UCE shall have the right to set academic standards, in full consultation with UPEI, through such procedures as are reviewed and approved from time to time by UPEI;
- 1.11 The academic quality of all courses and Programs offered at UCE shall comply with all quality measures applied at UPEI.
- 1.12  14 - Third party business information



14 - Third party business information



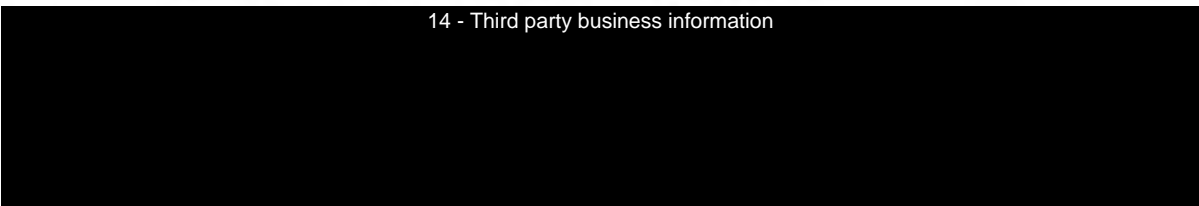
- 1.13 UPEI, being a member of the UCE Canadian Consortium shall be entitled to appoint one member to the UCE Board of Governors.
- 1.14 UPEI shall appoint, in addition to the Program Managers, Program Directors/Coordinators at its Prince Edward Island campus, who may be a Dean, Associate Dean or Professor and who shall be responsible for monitoring and supervision of the UCE programs in coordination with the Program Managers at the UCE Campus to ensure adherence to all quality measures with respect to: buildings, equipment, admissions, academic rules and regulations, faculty, curricula, teaching methodology, learning outcomes, training, and graduation requirements to fulfill UPEI requirements and also requirements for accreditation (if applicable).

2. Admissions Requirements

- 2.1 The Programs offered at UCE shall be governed by admission requirements established from time to time by UPEI. The minimum admission requirements for the Programs are those described in UPEI's Academic Calendar, as amended from time to time. Admissions requirements shall reflect the commitment of the parties and their mutual desire for convergence of entrance requirements, retention rates and degree completion rates at UCE. If UCE elects to admit preliminary year students, such students shall be admitted according to requirements established by UPEI as well.

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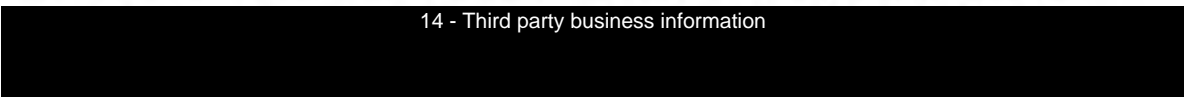


- 2.3 An admissions guide and supporting logistics shall be developed in coordination between UCE and UPEI, and shall be updated as necessary before the start of each academic year by July at the latest.



3. Registration

3.1 All students seeking admission to any program leading to a degree conferred by UPEI at UCE's Cairo campus must register with UPEI via registration procedures at UCE.

3.2  14 - Third party business information

3.3 Records of all students admitted and registered by UPEI shall be provided to UCE, but shall remain available for reviewing and examination by the UPEI Registrar, whose decision on the validity of all admissions shall be final and binding in accordance with the policies on admissions prescribed by UPEI.


3.4 Students may register at UCE only in respect of UPEI Programs identified in the Guidelines Governing the Academic Relationship between UPEI and UCE, as established and amended from time to time by UPEI.

3.5 The approval of a transfer of a student from UCE to UPEI shall be within UPEI's sole discretion. In case of approval, original records of the transfer shall be forwarded promptly to the UPEI Registrar by the UCE Registrar. Any such students shall be required to pay UPEI tuition and fees as international students.

3.6 Students transferring from UCE to UPEI under a student exchange shall be governed by the Student Exchange Criteria and Procedures, as established and amended by UPEI from time to time. The number of student exchanges in any academic year shall be limited to five. Exchange students shall pay tuition and fees to UCE in the normal course.

4. Academic Staff

4.1 Quality Assurance, including the approval of proposed faculty members to be hired for teaching UPEI Programs at UCE shall be within the sole responsibility and discretion of UPEI, and the following shall apply:

- (a) UPEI shall establish the criteria, policy and procedures for hiring all academic staff and the qualifications required for each position;
 - (b) UCE shall form a hiring committee for hiring academic staff according the UPEI requirements;
 - (c) Candidates recommended by UCE shall be referred to UPEI for approval;
 - (d) UPEI faculty members may teach Program courses at UCE while on sabbatical from UPEI or otherwise, subject to approval by UPEI, and any applicable provisions of the collective agreement between UPEI and the UPEI Faculty Association;
 - (e) UPEI faculty members may also teach Program courses at UCE for short periods, either alone or jointly with a UCE instructor, subject to approval by UPEI, and any applicable provisions of the collective agreement between UPEI and the UPEI Faculty Association;
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(f) Some Program courses at UCE may be taught by UPEI faculty members under a hybrid model (30 percent in person, 70 percent online), in order to facilitate collaboration among UPEI and UCE faculty; and

(g) 14 - Third party business information

(h) UCE faculty members shall comply with UPEI performance evaluation rules and procedures.

(i) UPEI acknowledges and agrees that UCE faculty work conditions and labour regulations shall be determined by the UCE Board of Governors, in keeping with local law and conventions. However, if it is deemed that certain working conditions have the potential of adversely affecting the quality of programming, UPEI and UCE shall consult with the cooperative intent of seeking a resolution that is satisfactory to both parties.

5. Academic Programs

5.1 UPEI shall offer the following Programs at UCE:

- (a) Bachelor of Science in Engineering (Sustainable Design Engineering);
- (b) Bachelor of Business Administration;
- (c) Bachelor of Science in Mathematical and Computational Sciences; and
- (d) Such other courses and programs as the parties may agree upon and develop from time to time.

5.2 14 - Third party business information

5.3 Details of the academic curricula shall be determined by UPEI from time to time in its discretion.

5.4 Examinations:

- (a) In all Program courses offered by UPEI at UCE, UCE shall comply with UPEI rules, procedures and academic regulations, as amended from time to time by UPEI in its sole discretion, in respect of grading, setting and marking examinations, and the policies regarding term grades.

5.5 Degrees:

- (a) UPEI shall confer degrees in the Programs offered at UCE upon persons who have fulfilled the Program requirements for obtaining a degree.



(b) If a student has been approved for graduation by UPEI, UPEI shall confer a degree or credential and an official University of Prince Edward Island parchment, together with an official transcript listing the courses and grades completed and the degree or credential conferred, during convocation at UCE.

5.6 UPEI shall have exclusive power and authority to:

- (i) make regulations governing admission to the UPEI Programs;
- (ii) confer degrees to UCE students who have completed the applicable Program requirements in respect of such credentials;
- (iii) approve the offering by UCE of programs and courses for students in the UPEI Programs at UCE; and
- (iv) make regulations regarding the manner in which new programs, subjects or courses may be established or offered at UCE.

5.7 UCE faculty members offering the Programs shall have UPEI library privileges equal to those enjoyed by UPEI faculty members.

6. Student Activities and Discipline

6.1 UCE shall develop admissions policies and processes, academic rules and regulations and a student code of ethics applicable to UCE students in the Programs, all of which shall be subject to the approval of UPEI.

6.2 Students registered at UCE in the UPEI Programs shall comply with all academic regulations established by UCE and approved by UPEI.

6.3 UCE shall be responsible for the discipline of all students registered at UCE in the Programs.

7. General

7.1 UPEI shall provide UCE with all specifications required to offer the Programs, including building specifications, spaces, labs, labs layout, equipment specifications, and any other required facilities.

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14 - Third party business information

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7.5 Convocations.

- (a) UPEI shall have discretion and authority over all arrangements in respect of convocations, in accordance with policies and procedures established from time to time by UPEI in its discretion.
- (b) When convocations are held at UCE, arrangements concerning platform seating, the order of the academic procession, and all other details shall be subject to discussion with and approval of UPEI.
- (c) Potential UCE graduates in the Programs shall be approved by UPEI prior to convocation.
- (d) UCE convocations shall encompass students from the various Canadian Universities comprising the UCE Canadian Consortium.

8. **Disclosure to Students**

8.1 Both parties acknowledge that it is important for students and their families to understand the program regulations and other risks associated with successful completion of the program at the time of admission.

8.2 UCE shall provide to applying students, in writing, a statement of disclosure which includes the following elements:

- (a) A description of the program of study, as of the date of signing;
- (b) A description of the requirements for program completion, including but not limited to:
 - (i) achievement of acceptable academic grades for progression and completion of the Programs pursuant to UPEI Academic Regulations;
 - (ii) compliance with UPEI Academic Regulations throughout the period of study; and
 - (iii) a description of the English-language proficiency requirements for completion of the Programs and the examination requirements that shall be used to assess such proficiency.

8.3 Students applying for admission to a UPEI Program offered at UCE in their first year of study must provide a signed copy of the statement of disclosure, indicating they have read and understood its provisions, before their admission to the program shall be confirmed.

9. **Marketing of Programs**

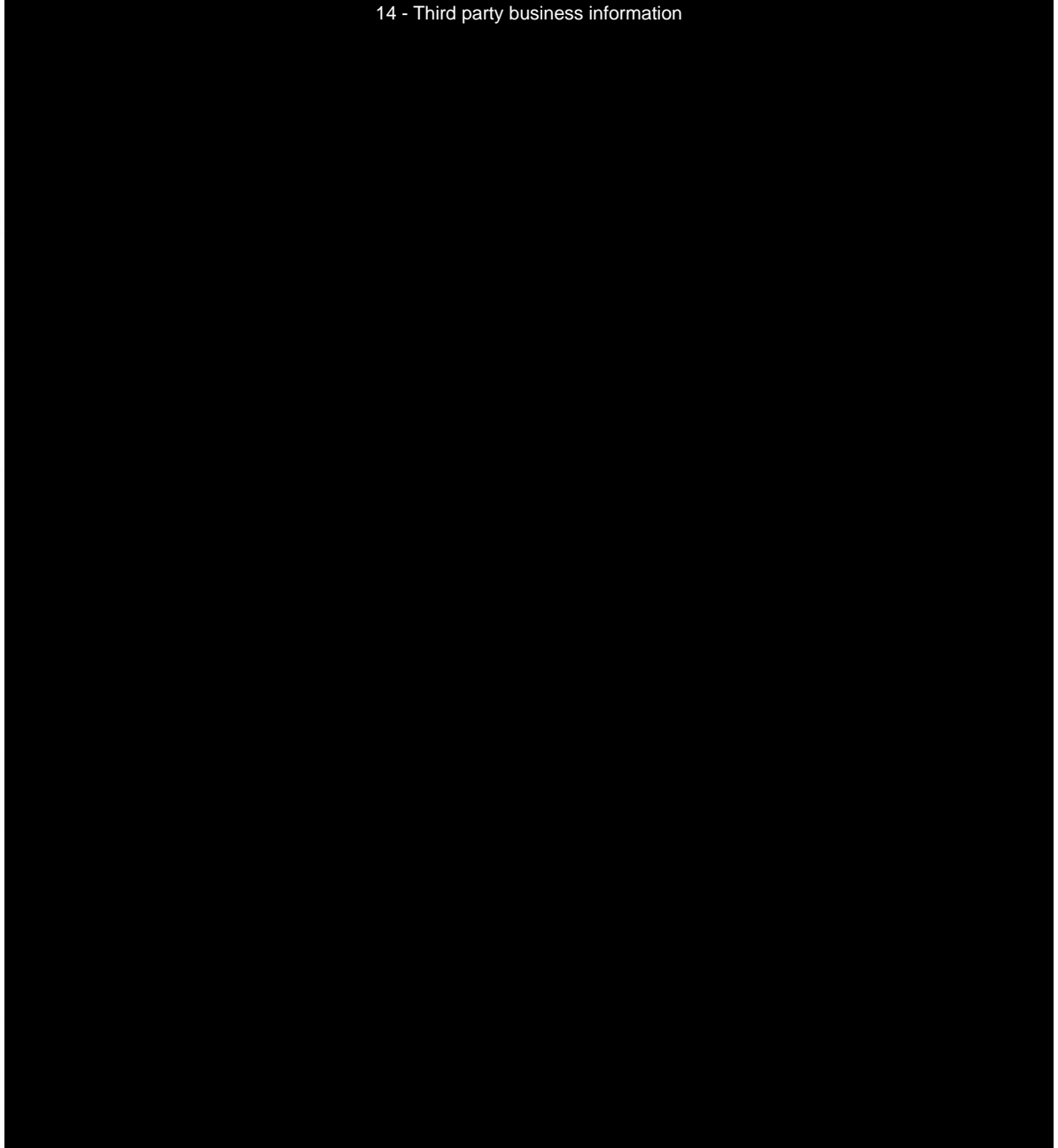
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9.2 UCE shall protect UPEI's branding and identity throughout the marketing campaigns, in accordance with instructions from UPEI.

10. **Fees and Financial Arrangements**

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11. **Term of Agreement**

11.1 This agreement shall be effective from the date of signing until 1 January 2030, unless terminated earlier in accordance with this Agreement. Provided this Agreement remains in effect, the parties shall commence discussions no later than 30 June 2029 in respect of any potential renewal or extension thereof. Any renewal or extension shall be on mutually satisfactory terms.



12 Business Meetings

- 12.1 The parties shall hold an executive business meeting once annually. The meetings shall be held in Cairo, Egypt and Charlottetown, Prince Edward Island, Canada in alternating years. At the business meetings, the parties shall discuss the operation of the Programs, the potential for new programs, and any requested amendments to this Agreement.

13 Confidentiality

- 13.1 "Confidential Information" includes:

- (a) trade secrets, ideas, and know-how;
- (b) data, specifications, computer software or other programs, devices, methods, techniques, drawings, designs, processes, procedures, and improvements;
- (c) business plans, strategic plans, marketing strategies, and marketing information;
- (d) research and development;
- (e) curricula, course and program information;
- (f) student information;
- (g) financial information;
- (h) personal information;
- (i) human resources and employee information, and
- (j) any other information that would reasonably be considered sensitive and confidential.

- 13.2 Notwithstanding the foregoing, Confidential Information does not include any information that is in the public domain.

- 13.3 UCE acknowledges that, in the course of this Agreement, it shall gain access to Confidential Information, the disclosure of which would be detrimental to UPEI, and cause UPEI irreparable harm.

- 13.4 UCE acknowledges and agrees that UPEI owns the Confidential Information, and UCE has no ownership or interest in the Confidential Information. At no time shall UCE interfere with UPEI's exclusive property rights in respect of the Confidential Information.

- 13.5 UCE shall, at all times, maintain Confidential Information in strict confidence.

- 13.6 UCE shall not, at any time, without UPEI's express prior written consent, or unless required by law:

- (a) disclose any Confidential Information to any person, except to the extent required in the performance of its obligations under this Agreement.

- (b) use Confidential Information for any purpose other than to fulfil its obligations under this Agreement; or
- (c) reproduce or copy any Confidential Information, except in the ordinary course of fulfilling its obligations under this Agreement.

13.7 Upon UPEI's request, or upon termination of this Agreement, UCE shall immediately return to UPEI all Confidential Information, without retaining copies.

13.8 UCE acknowledges and agrees that the promises contained in this Agreement survive the termination of this Agreement.

14. Relationship

14.1 The parties are entering into this Agreement as independent contractors. Nothing in this Agreement shall render either party to be an agent or partner of, or joint-venturer with the other party in any respect. Neither party shall have any authority whatsoever with respect to the property or business of the other party except as expressly provided in this Agreement.

15. Termination

15.1 A party may terminate this Agreement immediately if:

- (a) the other party is in breach of any of its obligations under this Agreement;
- (b) the party gives written notice to the other party in respect of the other party's breach; and
- (c) the other party fails to remedy the breach within thirty days after delivery of the written notice.

15.2 If a party is declared insolvent or bankrupt, or if any assignment of its property is made for the benefit of creditors or otherwise or if its interest herein is levied upon under execution, or seized by virtue of any writ of any court of law, or if a petition is filed in any court and not dismissed in ninety days to declare such party bankrupt or for a reorganization under a bankruptcy law or any similar statute, or if a trustee in bankruptcy or similar officer or a receiver be appointed for such party, then any other party may at its option terminate this Agreement effective immediately.

15.3 Events Upon Termination

- (a) Upon termination of this Agreement for any reason whatsoever:
 - (i) All monies shall immediately become due and payable;
 - (ii) UCE shall forthwith, and not later than thirty days thereafter, return free of charge to UPEI all documents and information of whatever kind, including drawings and copies of any kind made thereof, relating to UPEI, including but not limited to documents and information about the Programs, courses, and other information about UPEI and its administration. Further, UCE shall forthwith discontinue the use of, and shall refrain from

using, disclosing or exploiting the said documents and information, and any improvements or developments in respect of same, and

- (iii) Both parties shall share responsibility to ensure that UCE students enrolled in the Programs at the time of termination of this Agreement shall have a reasonable opportunity to complete the Program in which they have registered.

16. Representations and Warranties

16.1 UCE hereby represents and warrants to UPEI that, as at the date of this Agreement:

- (a) UCE is a body corporate existing in good standing under the laws of its place of incorporation with the power, authority and capacity to carry out the obligations contemplated by this Agreement; and
- (b) the execution and delivery of this Agreement and the completion of the obligations contemplated by this Agreement have been duly authorized by all necessary action on the part of UCE.

16.2 UPEI hereby represents and warrants to UCE that, as at the date of this Agreement:

- (a) UPEI is a body corporate existing in good standing under the laws of its place of incorporation with the power, authority and capacity to carry out the obligations contemplated by this Agreement; and
- (b) the execution and delivery of this Agreement and the completion of the obligations contemplated by this Agreement have been duly authorized by all necessary action on the part of UPEI.

16.3 These representations and warranties shall continue in full force and effect for the duration of this Agreement.

17. Arbitration

17.1 Any dispute between the parties arising from the interpretation or application of this Agreement shall be submitted to arbitration at Charlottetown, Queens County, Prince Edward Island by notice in writing by either party to the other. The dispute shall be decided by a single arbitrator selected by agreement between the solicitors for each party. Except as otherwise provided in this paragraph, the *Arbitration Act*, RSPEI 1988, Cap. A-16, shall apply to an arbitration in respect of this Agreement. A decision of an arbitrator shall be final and binding on the parties.

18. Notices

18.1 Any notice or other documents required or permitted to be given under this Agreement shall be in writing and shall be delivered, mailed by pre-paid registered mail, return receipt requested, sent by facsimile transmission, or delivered by electronic mail, addressed to the party to whom it is to be given at the address shown below or at such other address or addresses as the party shall have last notified the other party in accordance with the provisions of this paragraph.

- (a) If to UCE at

President
 University of Canada of Egypt
 New Administrative Capital of Egypt
 Zone R3
 Cairo, Egypt
 Phone: [REDACTED] 15 - Personal privacy
 Email: [REDACTED]

(b) If to UPEI at:

President & Vice-Chancellor
 University of Prince Edward Island
 550 University Avenue
 Charlottetown, PE, Canada
 C1A 4P3
 Facsimile: (902) 628-4311
 Email: president@upei.ca

18.2 Any such notice or other documents shall:

- (a) If transmitted by facsimile transmission or email, be deemed to have been given and received at the place of receipt on the next business day in the country of receipt, following the day of sending, provided that the sender has received confirmation, electronically or otherwise, of receipt of same on or before the date transmission is deemed to have been received as above, and
- (b) If mailed, be deemed to have been given and received at the place of receipt on the date of actual receipt.
- (c) In the event of postal disruption, such notices or document (s) must either be delivered personally or sent by facsimile transmission or email.

19. Excusable Delay

- 19.1 Neither party shall be responsible for the failure or delay in performing any of its obligations due, directly or indirectly, by act of God, act of public enemy, acts of governmental bodies or agencies foreign or domestic (including inability to procure materials because of governmental priority orders or allocations or restrictions upon the use of materials or manpower), port congestion, nuclear incidents, sabotage, riot, fire, floods, typhoons or unusually severe weather, earthquakes, explosions or other catastrophes, epidemics or quarantine restrictions, strikes, labour unrest or labour shortages, accident, freight embargoes, delays occasioned by carriers or delays of a supplier of materials, components, facilities, energy, fuel, transportation, governmental authorizations or instructions, material or information required from the one of the parties to the other, or because of any other causes beyond either party's control, in whole or in part.
- 19.2 Upon the occurrence of any excusable delay, the party experiencing such an occurrence shall promptly notify the other party of the occurrence, and estimate the duration of said occurrence. Thereupon, the time within which the party experiencing such occurrence shall have to perform its obligations under this Agreement shall, to the extent necessitated by such occurrence and for the duration of such occurrence, be appropriately delayed.

20 Conformity with Local Laws

20.1 The rights and obligations of the parties under this Agreement shall be subject to all applicable laws, orders, regulations, directions, restrictions and limitations of the governments having jurisdiction over the parties. In the event, however, that any law, order, regulation, direction, restriction or limitation, expropriation, seizure or interpretation thereof shall in the judgment of either party substantially alter the relationship between the parties under this Agreement, or the advantages derived from such relationship, either party may request the other party to modify this Agreement, and if, within thirty days subsequent to making such request, the parties are unable to agree upon a mutually satisfactory modification, then the adversely affected party may terminate this Agreement on six months' written notice to the other party.

20.2 The parties shall each at its own expense in its own country, take such steps as may be required to satisfy the laws and requirements of the respective countries with respect to declaring, recording or otherwise rendering this Agreement valid.

21 Disclosure

21.1 This Agreement may be filed with any governmental agency or official if determined to be required by either party.

22 Effective Date

22.1 This Agreement shall become effective on the date it has been signed by both parties.

23 Extended Meanings

23.1 Words importing the singular number include the plural and vice versa and words importing gender include all genders.

24 Interpretation not Affected by Headings

24.1 The division of this Agreement into paragraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

25 Applicable Law

25.1 This Agreement shall be governed by and construed in accordance with the laws of Prince Edward Island and the laws of Canada, as applicable. The courts of Prince Edward Island shall be the sole and exclusive forum in respect of all disputes in respect of this Agreement, subject always to the arbitration provisions contained in this Agreement.

26 Currency

26.1 Unless otherwise specifically provided in this Agreement, all references to dollar amounts or other money amount are expressed in terms of lawful money of Canada, and all payments to UPEI pursuant to this Agreement shall be made in Canadian dollars.

27. Entire Agreement

27.1 This Agreement constitutes the entire agreement between the parties pertaining to the subject-matter of the Agreement and supersedes all prior agreements, undertakings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other Agreements between the parties in connection with the subject-matter of this Agreement except as specifically set forth or referred to in this Agreement.

28. Amendment

28.1 This Agreement may be amended only by an instrument in writing properly executed by UCE and UPEI. None of the terms, conditions or provisions of this Agreement shall be held to have been changed, waived, varied, modified or altered by any act or knowledge of either party, their respective agents, servants or employees unless done so in writing and executed by both parties.

29. Severability

29.1 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

30. Waiver

30.1 No waiver on behalf of any part of any breach of the provisions of this Agreement shall be effective or binding on such party unless the same shall be expressed in writing and any waiver so expressed shall not limit or affect such party's rights with respect to any future breach of any of the provisions of this Agreement.

31. Language

31.1 Following execution, this Agreement may be translated into Arabic provided, however that in the event of any discrepancy between the English version and any other version the English version shall prevail.

32. Review of the Agreement

32.1 The parties shall review the terms of this Agreement at least once every five years.

33. Assignment

33.1 Neither party may assign their rights and obligations under this Agreement without the prior express written consent of the other party, which consent shall not be unreasonably withheld.

34. Successors and Assigns

34.1 This Agreement shall be binding and enure to the benefit of the parties and their respective permitted successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

SIGNED SEALED & DELIVERED
in the presence of:

15 - Personal privacy
[Redacted]

Witness

15 - Personal privacy
[Redacted]

Vice-President
Carwell
University of Canada, Egypt

UNIVERSITY OF CANADA, EGYPT

15 - Personal privacy
[Redacted]

Per:

15 - Personal privacy
[Redacted]

President
Carwell
University of Canada, Egypt

SIGNED SEALED & DELIVERED
in the presence of:

Barbara Campbell

Witness

Dr. Barbara Campbell
Director, International Relations
University of Prince Edward Island

Judy Gauthier

Witness

Ms. Judy Gauthier
Administrative Assistant
Office of the VP Administration and Finance
University of Prince Edward Island

UNIVERSITY OF PRINCE EDWARD
ISLAND

Per: *Alaa Abd-El-Aziz*

Dr. Alaa Abd-El-Aziz
President and Vice-Chancellor
University of Prince Edward Island

Per: *Jackie Podger*

Ms. Jackie Podger
Vice-President
Administration and Finance
University of Prince Edward Island

Vincent

Ambassador of Canada

[Handwritten signature]

SUPPORTING AGREEMENT

THIS AGREEMENT is made this 12 day of September, 2018:

AMONG:

**CANWELL CANADA, responsible for establishing, and operating
as UNIVERSITY OF CANADA, EGYPT**

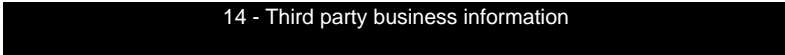
(hereinafter "Canwell")

AND:

UNIVERSITY OF PRINCE EDWARD ISLAND

(hereinafter "UPEI")

IN CONSIDERATION of UPEI entering an agreement in February 2018 with CanWell Canada (responsible for establishing, and operating University of Canada, Egypt to host the UPEI Cairo Campus) in respect of the offering of undergraduate and postgraduate degrees by UPEI in Egypt (UPEI Cairo campus) (the "UCE Agreement"), and the sum of \$5.00 paid by UPEI to CanWell (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows.

1.  14 - Third party business information
2. UPEI delegates all non-academic operations in respect of the UPEI Cairo Campus to CanWell, including but not limited to administration, infrastructure, equipment, and all legal and financial obligations. UPEI maintains authority over all academic matters.
3. CanWell shall be jointly and severally responsible for all of UCE's obligations under the UCE Agreement, and shall jointly and severally share UCE's benefits under the UCE Agreement. As such, CanWell shall be, and shall be deemed to be a party to the UCE Agreement, and shall be bound by the UCE Agreement in the same manner and to the same extent as UCE and UPEI. All references to UCE in the UCE Agreement shall be, and shall be deemed to be, references to CanWell (responsible for establishing, and operating as UCE).
4. This Agreement binds and enures to the benefit of the parties and their respective permitted successors and assigns.



IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

SIGNED SEALED & DELIVERED
in the presence of:

CANWELL CANADA, responsible for
establishing, and operating as
UNIVERSITY OF CANADA, EGYPT
15 - Personal privacy

Per:

15 - Personal privacy

President, Canwell Canada,
responsible for establishing, and
operating as UNIVERSITY OF
CANADA, EGYPT

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15 - Personal privacy

Vice-President, Canwell Canada,
responsible for establishing, and
operating as UNIVERSITY OF
CANADA, EGYPT




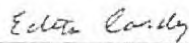
Witness

SIGNED SEALED & DELIVERED
in the presence of:

UNIVERSITY OF PRINCE EDWARD
ISLAND

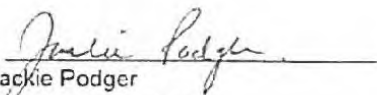
Per:


Dr. Alaa S. Abd-El-Aziz
President & Vice-Chancellor



Witness

Per:


Ms. Jackie Podger
Vice-President, Finance &
Administration

**I certify and declare that this document contains
contains the true signatures of Dr. Alaa Abd-El-Aziz,
President and Vice-Chancellor and Jackie Podger,
Vice-President Administration and Finance of the
University of Prince Edward Island.**

363940 v3

Certified and declared this 1st day of October, 2018.

15 - Personal privacy

15 - Personal privacy

**A Notary Public in and for the
Province of Prince Edward Island**

SECOND ADDENDUM AGREEMENT

THIS ADDENDUM AGREEMENT is made this 20th day of September, 2019.

AMONG:

CANWELL CANADA, responsible for establishing, and operating
as **UNIVERSITY OF CANADA, EGYPT**

(hereinafter "Canwell")

AND,

UNIVERSITY OF PRINCE EDWARD ISLAND

(hereinafter "UPEI")

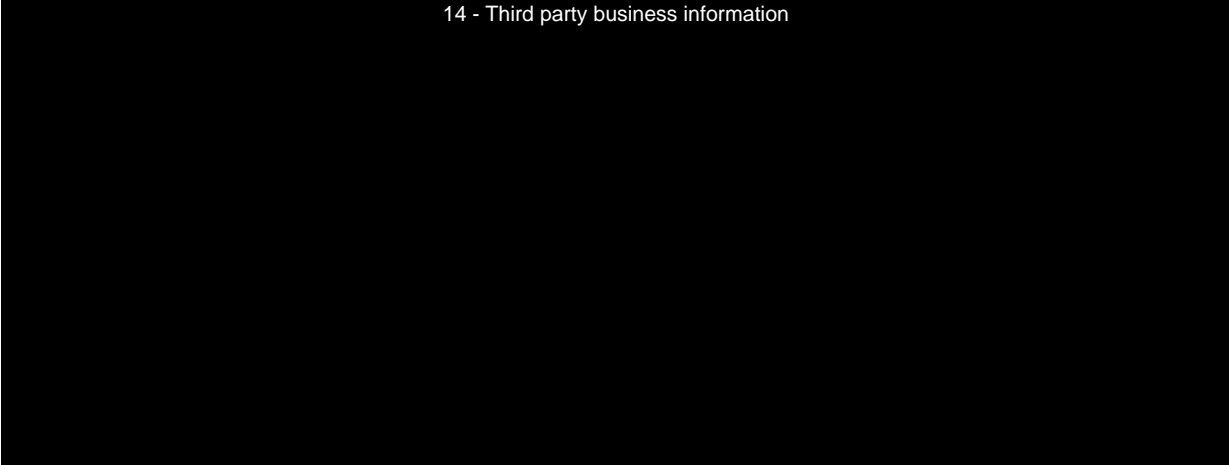
WHEREAS the parties entered into an offshore academic program offering agreement in February 2018 regarding the establishment and operation of the UPEI International campus in Cairo, Egypt, for the offering of undergraduate and postgraduate degrees by UPEI (the "UCE Agreement");

AND WHEREAS the parties amended the UCE Agreement on or about September 28, 2018 whereby, among other things, UPEI delegated all non-academic operations to Canwell, Canwell assumed all such legal and financial obligations, and UPEI maintained authority over all academic matters (the "First Addendum");

AND WHEREAS the parties, pursuant to section 28.1 of the UCE Agreement, now wish to further amend the UCE Agreement on the terms and conditions set forth in writing below and reaffirm that all other terms, conditions and provisions, except as amended herein, contained in UCE Agreement and the First Addendum continue to be binding on the parties;

IN CONSIDERATION of the mutual promises contained in this Second Addendum, and in consideration of the sum of \$5.00 paid by UPEI to CanWell (the receipt and sufficiency of which is hereby acknowledged), the parties hereby mutually agree as follows.

1. Pursuant to section 5.1(d) of the UCE Agreement, UPEI, through its Faculty of Business, agrees to offer the following Program at UCE: Master of Business Administration in Global Leadership (the "MBAGL Program").

2.  14 - Third party business information

3. 
4. **Under Review by the Information and Privacy Commissioner**

5. 


6. The parties agree that all other terms, conditions and provisions of the UCE Agreement, as amended by the First Addendum and the Second Addendum, shall continue in force.

7. This Second Addendum shall be binding upon, and ensure to the benefit of, the parties and their respective permitted successors and assigns.

IN WITNESS WHEREOF the parties have executed this Agreement on the day and year first above written.

SIGNED SEALED & DELIVERED
in the presence of:

Witness



CANWELL CANADA, responsible for
establishing, and operating as
UNIVERSITY OF CANADA, EGYPT

15 - Personal privacy

Per:

15 - Personal privacy

President, Canwell Canada,
responsible for establishing, and
operating as **UNIVERSITY OF
CANADA, EGYPT**

15 - Personal privacy

Per:

15 - Personal privacy

Vice-President, Canwell Canada,
responsible for establishing, and
operating as **UNIVERSITY OF
CANADA, EGYPT**

SIGNED SEALED & DELIVERED
in the presence of:

Witness



**UNIVERSITY OF PRINCE EDWARD
ISLAND**

Per:

Dr. Alaa S. Abd-El-Aziz
President & Vice-Chancellor

Per:

Ms. Jackie Podger
Vice-President, Finance & Administration

COPY

THIRD ADDENDUM AGREEMENT

THIS ADDENDUM AGREEMENT is made this 28 day of October, 2019.

AMONG:

CANWELL CANADA, responsible for establishing, and operating
as **UNIVERSITIES CANADA, EGYPT**

(hereinafter "Canwell")

AND:

UNIVERSITY OF PRINCE EDWARD ISLAND

(hereinafter "UPEI")

WHEREAS the parties entered into an offshore academic program offering agreement in February 2018 regarding the establishment and operation of the UPEI international campus in Cairo, Egypt, for the offering of undergraduate and postgraduate degrees by UPEI (the "UCE Agreement");

AND WHEREAS the parties, pursuant to section 28.1 of the UCE Agreement, now wish to further amend the UCE Agreement on the terms and conditions set forth in writing below and reaffirm that all other terms, conditions and provisions, except as amended herein, contained in UCE Agreement, the First Addendum, and the Second Addendum continue to be binding on the parties;

IN CONSIDERATION of the mutual promises contained in this Third Addendum, and in consideration of the sum of \$5.00 paid by UPEI to Canwell (the receipt and sufficiency of which is hereby acknowledged), the parties hereby mutually agree as follows.

1. Section 10.4 of the UCE Agreement is deleted and replaced with the following:

14 - Third party business information

2. Section 10.3 of the UCE Agreement is deleted and replaced with the following:

14 - Third party business information

- 2 -

- 3. The parties agree that all other terms, conditions and provisions of the UCE Agreement, as amended by the First Addendum and the Second Addendum, shall continue in force.
- 4. This Third Addendum shall be binding upon, and enure to the benefit of, the parties and their respective permitted successors and assigns.

IN WITNESS WHEREOF the parties have executed this Agreement on the day and year first above written.

SIGNED SEALED & DELIVERED
in the presence of:

CANWELL CANADA, responsible for
establishing, and operating as
UNIVERSITIES CANADA, EGYPT

15 - Personal privacy

Per:

15 - Personal privacy

President, Canwell Canada,
responsible for establishing, and
operating as **UNIVERSITY OF
CANADA, EGYPT**

15 - Personal privacy

Per:

15 - Personal privacy

Vice-President, Canwell Canada,
responsible for establishing, and
operating as **UNIVERSITY OF
CANADA, EGYPT**

Witness

SIGNED SEALED & DELIVERED
in the presence of:

**UNIVERSITIES PRINCE EDWARD
ISLAND**

Per: 

Dr. Alaa S. Abd-El-Aziz
President & Vice-Chancellor


Witness

Per: 

Ms. Jackie Podger
Vice-President, Finance & Administration

FOURTH ADDENDUM AGREEMENT

THIS ADDENDUM AGREEMENT is effective as of this this 31st day of January, 2020.

BETWEEN: **UNIVERSITY OF CANADA, EGYPT**, an official entity and established by Presidential Decree # 9 of 2019 pursuant to Law No. 162 of 2018, to host branches of foreign universities in its campus located at the New Administrative Capital of Egypt; (hereinafter "UCE")

AND:

UNIVERSITY OF PRINCE EDWARD ISLAND (hereinafter "UPEI")

WHEREAS the parties entered into an offshore academic program offering agreement in February 2018 regarding the establishment and operation of the UPEI international campus in Cairo, Egypt, for the offering of undergraduate and postgraduate degrees by UPEI (the "UCE Agreement"), and subsequently entered First, Second, and Third Addendum Agreements (the "Addendum Agreements").

AND WHEREAS the parties, pursuant to section 28.1 of the UCE Agreement, now wish to further amend the UCE Agreement on the terms and conditions set forth in writing below and reaffirm that all other terms, conditions and provisions, except as amended herein, contained in UCE Agreement, and the Addendum Agreements continue to be binding on the parties.

IN CONSIDERATION of the mutual promises contained in this Fourth Addendum Agreement, and in consideration of the sum of \$5.00 paid by UPEI to UCE (the receipt and sufficiency of which is hereby acknowledged), the parties hereby mutually agree as follows.

1. Pursuant to section 5.1(d) of the UCE Agreement, UPEI, through its Faculties of Arts, Education, Science, Business, Sustainable Design Engineering and Graduate Studies (as per programs listed in the UPEI Academic Calendar and summarized in Appendix A attached) shall offer all undergraduate and graduate degree programs as part of the UCE Canadian Universities Consortium, at the New Administrative Capital campus at Cairo, Egypt (the "Programs").
2. The Programs shall be offered and administered in accordance with the terms and conditions contained in the UCE Agreement, as amended and supplemented by the Addendum Agreements. Specifically, but without limiting the generality of the foregoing, the terms and conditions of the parties' Second Addendum Agreement shall continue to apply in respect of the MBA in Global Leadership Program offered by UPEI at the New Administrative Capital campus at Cairo.

COMPARED AND CERTIFIED
A TRUE COPY

15 - Personal privacy

15 - Personal privacy

A Notary Public in and for the
Province of Prince Edward Island

- 3. The parties agree that all other terms, conditions and provisions of the UCE Agreement, as amended and supplemented by the Addendum Agreements, shall continue in force.
- 4. This Fourth Addendum shall be binding upon, and enure to the benefit of, the parties and their respective permitted successors and assigns.

IN WITNESS WHEREOF the parties have executed this Agreement on the day and year first above written.

SIGNED SEALED & DELIVERED
in the presence of:

CANWELL CANADA, responsible for
establishing, and operating as
UNIVERSITIES CANADA, EGYPT

15 - Personal privacy
Per: [Redacted Signature]

15 - Personal privacy

President, Canwell Canada,
responsible for establishing, and
operating as **UNIVERSITY OF
CANADA, EGYPT**

15 - Personal privacy
Per: [Redacted Signature]

15 - Personal privacy


Vice-President, Canwell Canada,
responsible for establishing, and
operating as **UNIVERSITY OF
CANADA, EGYPT**



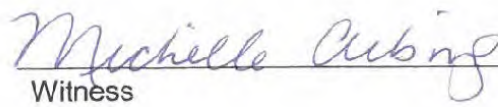
Witness

SIGNED SEALED & DELIVERED
in the presence of:

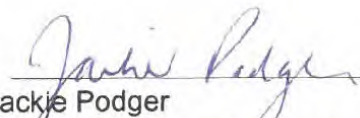
**UNIVERSITIES PRINCE EDWARD
ISLAND**

Per: 

Dr. Alaa S. Abd-El-Aziz
President & Vice-Chancellor



Witness

Per: 

Ms. Jackie Podger
Vice-President, Finance & Administration

Appendix A

<https://www.upei.ca/cairocampus/programs>

Faculty of Arts – BA

Majors include:

- Economics
- Political Science

Faculty of Business – BBA

Specializations include:

- Accounting
- Entrepreneurship
- Marketing
- Finance
- Organizational Management

Faculty of Science – BSc

Majors include:

- Computer Science specializing in Video Game Programming
- Analytics specializing in Data Analysis or Business Analytics

Faculty of Sustainable Design Engineering - BSc SDE

Focus areas include:

- Mechatronics
- Sustainable Energy
- Bioresources

Faculty of Graduate Studies – MBA

Programs include:

- MBA in Global Leadership



CONFIRMATION AND DEED OF TRANSFER AND ASSIGNMENT

This confirmation and deed of transfer and assignment (the "Confirmation and Deed of Transfer") is dated on the 4th day of December, 2020.

By and between:

- (1) **Canwell Canada Company**, a joint stock company established under Law No. 159 Commercial registration number 3282 located at Building 250, Northern 90th St., 5th Settlement, New Cairo, acting by an authorized signatory Dr. Magdy Elkady, the Chairman, (hereinafter "Canwell" or "Assignor");

AND

- (2) **University of Canada Egypt**, a university institution established under law 162/2018 pursuant to Presidential Decree No. 9/2019, located at New Administrative Capital City, Plot No. (XI-05), Egypt, acting by an authorized signatory Dr. Magdy Elkady, the President of University of Canada Egypt (hereinafter "UCE" or "Assignor");

AND

- (3) **University of Prince Edward Island**, a body corporate, incorporated pursuant to the *University Act*, RSPEI 1988, Cap. U-4, located at 550 University Avenue, Charlottetown, Prince Edward Island, Canada, C1A 4P3 acting by an authorized signatory, Ms. Jackie Podger, Vice-President, Administration & Finance (hereinafter "UPEI").

Each of the parties shall be referred in this Agreement as "**Party**" and collectively as "**Parties**".

Preamble

Whereas, UCE executed with UPEI (while it was under establishment and incorporation) an agreement dated February 2018 (hereinafter the "**Main Agreement**");

Whereas, Canwell executed with UPEI a supporting agreement dated 12 September 2018, a second addendum dated 20 September 2019 and a third addendum dated 28 October 2019 (hereinafter referred to, together, as the "**Assigned Addendums**");

Whereas, UCE (after being established and incorporated) executed with UPEI a fourth addendum dated 31 January 2020 (hereinafter referred to as the "**Fourth Addendum**");

Therefore, the Parties declare their full contractual capacities and express their agreements as stipulated hereunder:

1. Preamble

The aforementioned Preamble is integral part of this Deed of Transfer.

2. Purpose of Confirmation and Deed of Transfer

The purpose of the Confirmation and Deed of Transfer is:



- (i) to transfer the Assigned Addendums from Canwell to UCE, together with all the rights and obligations stated under the Main Agreement and the Assigned Addendums;
- (ii) UCE (after being incorporated and legally established) confirms the validity and enforceability of the Main Agreement and the Fourth Addendum and acknowledges that it shall be solely responsible for the enforcement of the Main Agreement and the Fourth Addendum;

3. Transfer and Assignment of Agreement

- (a) The Assignor hereby assigns, transfers, conveys and delivers the Assigned Addendums and all of its rights and obligations under these documents to the Assignee;
- (b) The Assignee shall be obliged and shall have all the rights in the Assigned Addendums;
- (c) Without prejudice to the generality of paragraph (a) above of this Section 3, and for the avoidance of doubt, this assignment includes all the rights and obligations of the Assignor under the Assigned Addendums and not any other business of the Assignor whatsoever;
- (d) The assignment shall be for the rights and obligations of the Assignor under the Assigned Addendums and all its schedules and attachments. The Assignor warrants and confirms that no amendments or variation to the Main Agreement other than the Assigned Addendums and the Fourth Addendum have been made;
- (e) UPEI consents to the transfer and assignment.

4. Perfection of the Transfer and Assignment

Each of the Parties acknowledges and agrees that from the date of this Deed of Transfer:

- (a) The assignment is irrevocably transferred from the Assignor to the Assignee;
- (b) UCE accepts to be Party to the Assigned Addendums (including all of its rights, liabilities and obligations under the Assigned Addendums);
- (c) UCE shall replace Canwell wherever Canwell is mentioned under the Assigned Addendums. Therefore, all of Canwell's rights, liabilities and obligations under the Assigned Addendums, including any provision related to the settlement of disputes shall be fully transferred to UCE so that the Assigned Addendums shall be exclusively between UCE and UPEI, as if UCE has been party to the Assigned Addendums since the effective dates of the Assigned Addendums. For the avoidance of doubt, Canwell shall not be a party to any judicial case or arbitral procedure related to the Assigned Addendums;
- (d) Canwell shall no longer be considered as a Party to the Assigned Addendums and shall not be liable or responsible for their implementation or enforcement, as it shall be completely substituted by UCE;
- (e) All communications and notices related to the performance and implementation of this Confirmation and Deed of Transfer shall be exchanged, from the date of this Confirmation and Deed of Transfer, between UPEI and UCE in accordance with section 5 hereunder. Canwell shall not be part of any of these communications or notices from the date of this Confirmation and Deed of Transfer.

5. Representations and Warranties of the Assignor and Assignee

The Assignor, Assignee and UPEI hereby represent and warrant, each in relation to its own position and not in relation to the position of the other Parties, that:

- (a) this Confirmation and Deed of Transfer constitutes its valid and binding obligation, and is enforceable in accordance with its terms; and
- (b) each Party has the corporate power to enter into this Confirmation and Deed of Transfer



and to perform all its obligations hereunder;

Each of the Parties further represents, in relation to its own position, that the execution of this Confirmation and Deed of Transfer and performance of its obligations hereunder shall not and will not violate any provision of any law or regulation or order or decree of any court or governmental authority or of the charter or by-laws of such Party or of any undertaking or agreement to which it is a party or which is binding upon it.

6. Notices

Subject to clause 4 (e) of this Confirmation and Deed of Transfer, any notice or request required or permitted to be given or made hereunder shall be in writing and shall be deemed duly given or made when delivered by hand, established courier or mail service or telecopier to the Party to which it is required or permitted to be given or made, as follows, or as amended from time to time by any Party by notice to the other:

UPEI:

University of Prince Edward Island
550 University Avenue
Charlottetown, PE C1A 4P3
C1A 4P3

Attention: Ms. Jackie Podger, Vice-President, Administration & Finance

UCE:

Universities of Canada in Egypt
New Administrative Capital City,
Plot No. (XI-05), Egypt.

Attention: 15 - Personal privacy President

7. Applicable Law and Settlement of Disputes

- (a) This Agreement shall be governed by and construed in accordance with the laws of Prince Edward Island and the laws of Canada, as applicable. The courts of Prince Edward Island shall be the sole and exclusive forum in respect of all disputes in respect of this Agreement, subject always to the arbitration provisions contained in this Agreement.
- (b) Any dispute between the parties arising from the interpretation or application of this Agreement shall be submitted to arbitration at Charlottetown, Queens County, Prince Edward Island by notice in writing by either party to the other. The dispute shall be decided by a single arbitrator selected by agreement between the solicitors for each party. Except as otherwise provided in this paragraph, the Arbitration Act, RSPEI 1988, Cap. A-16, shall apply to an arbitration in respect of this Agreement. A decision of an arbitrator shall be final and binding on the parties.

8. Counterparts

This Confirmation and Deed of Transfer is executed in three counterparts, each of which is an original, but all of which constitute the same agreement.

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have



caused this Deed of Transfer to be signed in their respective names as of the day and year first above written.

Sanwell Canada Company

By:

15 - Personal privacy

University of Canada Egypt

By:

15 - Personal privacy

University of Prince Edward Island

By:

Ms. Jackie Podger, Vice-President, Administration & Finance

Jackie Podger

I certify this is the true signature of Jackie Podger, Vice President, Administration & Finance, UPEI

7 December 2020

15 - Personal privacy

A Notary Public in and for the Province of Prince Edward Island



التصليفة العامة لجمهورية مصر العربية في مونتريال
المرسوم رقم
التصليق على صفة توقيع السيد /..... ولجته.....
لأنه ليس مسؤولاً عن التصليفة لهما يخص بمحتويات الوثيقة
رقم التصليق..... رقم الرسم المحصل.....
التاريخ ٢٠٢٠ / ١٢ / ٧

