GRANT AGREEMENT
University of Haifa

GRANT AMOUNT: The Mandell L. and Madeleine H. Berman Foundation (the Foundation) agrees to a grant totaling $10,800 to University of Haifa (the Agency), with the understanding and agreement of the points described below.

GRANT PERIOD: The grant period of one year, effective June 1, 2012.

PURPOSE: The purpose of this grant is to provide funding for three scholarships in the 2012-13 academic year for Arab citizens of Israel in the physical therapy, speech therapy, gerontology or nursing programs. Ideally the scholarships would go to students in need from the north of Israel. The Foundation is interested in providing funding for scholarships to Arab students in fields in which there are clearly job possibilities. We see this grant to Haifa University as a way not only to help a few students but to gain an understanding of the prototype of the Arab student who attends Haifa (in comparison with some of the colleges), and to better understand his/her employment prospects.

STIPULATIONS: This grant is presented on the assumption that the objectives described in the grant proposal can and will be accomplished within the grant period. If delays in accomplishing the objectives are experienced or expected, the Foundation shall be notified immediately.

In addition, the Agency agrees:

1. To ensure that all grant-funded activities are strictly nonpartisan and do not consist of participating in political campaigns or campaigns for public office.

2. To use the grant funds solely for the purposes of the specific project as described above. Any significant changes in the purposes for which grant funds are spent must be approved in writing by the Foundation before implementation.

3. To return any portion of the funds granted which are not used solely for the purpose of the grant stated above.

4. To maintain its books to show these grant funds separately. All expenditures made in furtherance of the purposes of the grant shall be charged off against the grant and shall appear on those books. The Agency shall keep adequate records to substantiate such expenditures. The Agency shall make such books and records available to the Foundation at reasonable times for review and audit, if requested by the Foundation.

5. To acknowledge the Foundation in any public releases, credits or publications that mention the project funded, and to send copies of them to the Foundation. Grantees are asked to clear written statements about the Foundation with the Foundation before publication.

6. To notify the Foundation immediately if the Internal Revenue Service proposes to revoke or alter the grantee's tax exempt status, which under I.R.S. tax classification is currently described under the Tax Code sections 501(c)(3) and/or 509(a)(1),(2), or (3).

PAYMENTS: Financial fulfillment of this grant shall be made in one payment of $10,800 during the month of November 2012, subject to receipt of a signed agreement by the Foundation and an interim report.

REPORTS: The interim report, due October 15, 2012, should provide biographical information about three scholarship recipients, including the city/town they are from, age and plans for the future, as well as any information you have about current employment rates of Arab graduates from the selected departments over the past several years. In order to begin the process of collecting information about future employment of graduates, we also ask you for the number of Arab students in these programs currently, the number that

graduated in 2012 (and indicate to what degree you are able to be in touch with these students about their job placement and prospects) and the number that will graduate in 2013. The final report, due June 15, 2013, should provide information about the scholarship recipients' year and about job placement of those Arab students who are graduating in 2013 from the selected programs.

In the event that the Foundation determines, in its sole discretion, that the Agency has breached or failed to carry out any material provision of this Agreement, the Foundation may, in addition to any other legal remedies it may have, including the termination of this Agreement, refuse to make any further grant payments to the Agency, and the Foundation may demand in writing return of all or part of the unexpended grant funds, which the Agency shall immediately repay to the Foundation. The amount of such unexpended grant funds to be repaid to the Foundation shall not include funds needed to meet obligations incurred by the Agency to third parties, in good faith, for the purposes of the specific project described above, prior to the Agency's receipt of the Foundation's written demand for repayment.

Finally, this agreement in its entirety between the parties hereto supersedes prior discussion or agreements that may have existed between the parties and may be modified only in writing and signed by both parties.

Mandell L. Berman, Trustee — Date

Sarai Brachman Shoup, Director — Date: September 7, 2012

Signature of Responsible Officer — Date: 5/9/2012
University of Haifa

YEFET OZERY, Director, ASKH
Print name and title
American Society of U. H.