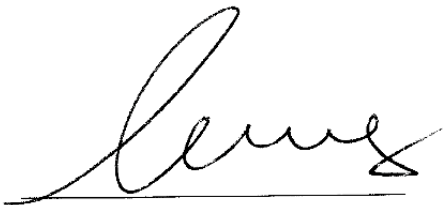


9. Academic Committee

The University will establish an Academic Committee that will advise the Managing Committee on payout to other worthy initiatives concerned with the Study and Research of Jewish Heritage in Egypt, such as scholarships for Master or Doctorate degrees, funding of conferences or any other initiative considered worthy by the Academic Committee. This Academic Committee will consist of 5 members of which the Chairperson and another will be appointed in consultation with the donor.

- 10. In the event of any inconsistency between this Agreement and University Policy from time to time, the terms of this Agreement shall prevail.
- 11. Any rights granted to the Donor shall upon the Donor becoming permanently incapacitated or dying shall immediately upon the happening of either event be vested in the Donor's Attorney duly appointed by a valid Power of Attorney or in the Donor's Executor upon his death, as the case may be.
- 12. This Agreement is the sole Agreement between the parties and voids any previous Agreement between them.

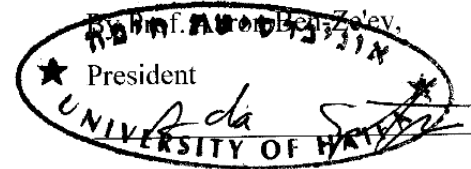
**IN WITNESS WHEREOF, said parties have hereunto set their hands and seals
the day and year first above written**



Joe Barda – the Donor



The University of Haifa



President
UNIVERSITY OF HAIFA

And By Prof. Ada Spitzer, Vice
President