**Partnership Agreement**

**BETWEEN**

**The Thérèse and André Harari Foundation**, under the auspices of the French Judaism Foundation, a recognized public benefit utility founded on December 13, 1978, with its headquarters at 72 rue Bellechasse, 75007 Paris, represented by Mr. Ariel Goldmann, President, who has been duly authorized for this purpose,

Hereinafter referred to as “the Foundation”

**AND**

**Tel Aviv University**, whose campus is situated at Ramat Aviv (Israel), in the northern suburb of Tel Aviv, represented by Professor Joseph Klafter, President, who has been duly authorized for this purpose,

Hereinafter referred to as “the University”

**AND**

**The French Association of Tel Aviv University**, with its headquarters at 2 Rue Alfred de Vigny, 75008 Paris, represented by Professor François Heilbronn, President, who has been duly authorized for this purpose,

Hereinafter referred to as “AFUTA”

Hereinafter referred to severally as “the Party” or collectively as “the Parties”

**It is initially recalled that**

**1.** Following the breaking of diplomatic relations between Israel and Ethiopia in 1973 and the 1974 revolution, the Ethiopian Jews were the victims of increasing oppression. The civil war led hundreds of thousands of Ethiopians to leave for Sudan during the 1980s. These refugees were decimated by war and devastating famine, and included several thousand Jews. Between 1984 and the 1990s, the Israeli government organized the rescue in several waves of some 15,000 Ethiopian Jews.

Ethiopian Jews continue to face serious difficulties in Israel: illiteracy (90 percent among adults who arrived aged 37 and above, though younger arrivals were better educated); language difficulties; structural unemployment (65 percent among those aged 45 and above in 2005); serious employment insecurity; isolation; peripheral geographical distribution; delinquency; and discrimination all contribute to the ongoing position of the Beta Israel at the bottom of the social pyramid in a country where the poverty rate is the highest in the OECD nations. In 2013, a report by the State Comptroller on social discrimination in Israel revealed that 65 percent of youths of Ethiopian origin live below the poverty line. The younger generations in refugee families have made progress, particularly due to their access to higher education, although graduates have often found it difficult to find employment. The population of Ethiopian Jewish refugees and their descendants is currently estimated at approximately 140,000, constituting around 1.7 percent of the total population of Israel.

**2**. Thanks to its activities in the field over many years, the University has identified the problems facing Ethiopian refugee students or students from Ethiopian refugee families. The University has set itself the goal of helping these disadvantaged students to cope with the social, financial, and educational difficulties they may encounter and to alleviate the grave social dangers to which they are exposed.

In response to this extremely alarming situation, the Admas program has been developed since 2003 by the University’s social services to assist Ethiopian students. Operated by the Student Advancement Unit, Admas adopts a holistic approach in helping these youths, providing them with an individual assistant, academic support, financial aid, and activities encouraging their social integration.

This program has been proved to have a real impact on the students’ chances of gaining their degrees. The program currently has a success rate of 85 percent.

With over 30,000 students, 1,100 academic faculty members, nine faculties, 126 departments, and 133 research centers, the University is ranked by the Center of World University Rankings among the top 100 universities in the world. Only 134 students of Ethiopian origin (i.e. less than 0.5 percent of the total) are currently enrolled at the University.

**3**. The Foundation’s goal is to initiate, support, and assist concerted educational and cultural activities connected with scientific research in France and around the world.

The Foundation’s educational activities seek primarily to assist young people facing distress and misery, enabling them to reach university and providing them with vital tools for social integration.

Due to its particular awareness of the situation facing Ethiopian Jewish students in Israel, the Foundation sought to become involved in a humanitarian program with the University with the aim of promoting the social integration of these young people through education, while also offering them financial support throughout their time at the University.

**4**. As part of their discussions with the University and AFUTA, and on the basis of the Admas program, the following three operational areas were define by the Founders of the Thérèse and André Harari Foundation:

- Individual support: Once enrolled, students of Ethiopian origin receive an individual assistant from the professional coordinators, at least one of whom comes from the Ethiopian community. These personal relationships are important in order to identify and solve difficulties the students may encounter during the course of their studies.

- Financial assistance: The Admas program seeks to alleviate the financial burden faced by these students and to help them concentrate on their studies by offering study scholarship covering their tuition fees, accommodation, living costs, etc.

- Social programs: As part of the system of psychological and social support for the students, the Admas program organizes activities throughout the year with the goal of enhancing their confidence, leadership skills, and integration in the student community.

While waiting for the Foundation to become fully operational, this program was initiated by means of the transfer on December 19, 2017 by the Founders of AFUTA to the University of the equivalent in euro of $ 60,000, permitting the provision of financial assistance for the 2017/2018 academic year to 11 students, including the financial liabilities and associated expenses of Admas and the University (see Appendix 1).

**5**. Since the Foundation is now fully operational, it wishes to assume control of this program and guide it properly over the long term.

**Accordingly it is agreed as follows**

**SECTION 1 GOAL**

The goal of this agreement (hereinafter “**the Agreement**”) is to define the conditions in which the University, on behalf of and in coordination with the Foundation, the University will undertake vital activities in Israel in order to facilitate the social integration of students of Ethiopian origin – refugees themselves, or from Ethiopian refugee families – benefitting from the Foundation’s program that is the subject of the Agreement.

**SECTION 2 THE FOUNDATION’S UNDERTAKINGS**

**2.1** In order to implement the three operational areas defined in the 4th paragraph of the Preamble, the Foundation undertakes to transfer the sum of $ 330,000 (or its equivalent in euro converted on each annual transfer) to the University, to be staged over five (5) years from the date of execution of the Agreement, intended for the care of eleven (11) students throughout their period of studies at the University, to be reckoned from the first academic year in which these students received financial assistance from the Foundation (or from its Founders in 2017). This sum will be adjusted as necessary each year in accordance with the specific curriculum and needs of these students in accordance with the principles described in Appendix 1.

This financial assistance program is unique in the sense that the assistance is automatically allocated to each student with each new year of studies at the University, subject to the sole condition of their success in the examinations required for this progress. Thus the student is freed of the demanding requirement to seek new financial assistance each year, with the risk of interrupting or even terminating their studies.

As far as possible, this program must enable students selected by Admas to pursue paths of excellence for their future professional life (such as: medicine, law, management/finance, computers, engineering, architecture, etc.) to which their access has hitherto been limited.

**2.2** The Foundation is making available to the University, free of charge, a referee (salaried or a volunteer at the Foundation) who will be responsible for the interaction between the University and the Foundation and who is charged with replying to any questions from the University in the framework of the implementation of the Agreement.

The Founders will also engage in contact with Admas, the University, and AFUTA; will be present each year, as far as possible, for the awarding of the financial assistance to the students; and will maintain regular personal contact with each recipient, if he/she so wishes.

**SECTION 3 THE UNIVERSITY’S UNDERTAKINGS**

**3.1** The University undertakes to select and take into its care eleven (11) students who will benefit from all three operational areas described in the Preamble. These students must meet all the following conditions:

- They must originate from families of Ethiopian Jewish refugees and immigrants;

- They must originate from families incapable of meeting their children’s basic needs in order to enable them to pursue university studies without financial assistance;

- They must be students entitled to pursue secondary or University education.

It further undertakes that:

- Admas will assume responsible and will directly finance (as necessary with recourse to specific public or private funding beyond that of the Foundation) the support and individual supervision of these students by professional coordinators, as well as social programs including activities intended to enhance their confidence, their leadership skills, and their integration in the student community, and

- Its Social Aid department will make every effort to obtain from the government or from Israeli social assistance organizations funding for the total tuition fees, so that the Foundation’s financial assistance will not include these costs for the students.

Lastly, it undertakes, recognizing the importance of the program proposed by the Foundation, to reduce from 15% to 10% the administrative costs collected by the University on its financial assistance to students (see Appendix 1).

**3.2** The University undertakes to report to the Foundation each year on the activities implemented in the framework of the Agreement.

To this end, the University will forward to the Foundation, by mail or by electronic means, an annual activity report including, in particular, the following details:

- List and profile of the students in care;

- Activities implemented and difficulties encountered;

- Number of people engaged in the implementation of the Agreement (volunteers and University employees);

- Report on costs and expenses incurred;

- Composition of the decision-making bodies of the University

- An activity report from Admas on the development of the total population of students of Ethiopian origin at the University.

The University’s annual accounts, prepared in accordance with the relevant rules applying in Israel, will be attached to this activity report.

The activity report will be committed to the Foundation’s board, which includes, in particular, the Founders and the President of the French Judaism Foundation.

**3.3** The University undertakes to inform the Foundation of any change in its organization and administration (and particularly the amendment of statutes, the withdrawal of a possible agreement, or the amendment of the list of directors).

**SECTION 4 AFUTA’S UNDERTAKING**

AFUTA, specifically through its President, undertakes to assist the Foundation as necessary in order to serve as a liaison with University functions, and particularly with its President; to facilitate, monitor the implementation, and support the success of the program; and to enable the Foundation to benefit from its experience.

**SECTION 5 CONTROL**

The University undertakes to furnish the Foundation or any representative appointed thereby in Israel to this end with any accounting item or any document permitting the supervision of the information furnished and the proper implementation of the Convention upon any request by the Foundation. The Foundation may undertake this control by itself or through its representative. In this instance, the University must grant the Foundation or its representative free access to the University’s sites.

The costs incurred in the framework of this section will be borne by the Foundation.

**SECTION 6 DURATION OF THE AGREMENT**

The Agreement takes effect as of the date of its signing by the Parties and, in the case of its signing on different dates, as of the date of the last signature.

It is terminated in accordance with a fixed period of five (5) years. It may be renewed on the expiry of this period by tacit agreement for the same period, and in accordance with the same terms, conditions, and obligations, subject to the furnishing by the University of an annual activity report and to its approval by the Foundation. This renewal is limited to five (5) years.

On the expiry of the initial period of five (5) years, each of the Parties may terminate the Agreement subject to the furnishing of advance notice of 30 calendar days.

In light of the undertaking assumed by the Foundation to ensure its financial assistance to the program students through the end of the studies at the University, the Agreement will continue to apply after the end of the final year of the initial five-year period or of its renewal, solely for such students as have not yet completed their studies at the University, until the actual completion thereof. In this instance, the Foundation’s annual transfers will be reduced relative to the level of financial assistance to these students only, in accordance with the provisions in Appendix 1. This provision will not apply in the case of termination as discussed in section 8.

**SECTION 7 TRANSFER OF THE AGREEMENT**

The Agreement is reached *intuiu personae*. Accordingly, the Agreement may not be transferred in part or in its entirety to a third party.

**SECTION 8 TERMINATION**

The Agreement may be terminated at any time by either Party in the case of failure to execute any of the obligations incumbent on the other Party within the framework of this Agreement, this one month after the forwarding of formal notice delivered by registered mail, with confirmation of receipt, to the Party in omission that remains unmet, this without prejudicing the right to claim restitution for damages.

The Agreement shall furthermore be terminated with full rights in the event of the cessation of operations, dissolution, or voluntary liquidation of either of the Parties.

The Foundation reserves the right to terminate the Agreement in the event of the amendment of French legislation and fiscal rules affecting the activities it undertakes abroad, subject to advance notice of one month.

**SECTION 9 NULLIFICATION**

Nullification of one of the provisions of the Agreement will not lead to the nullification of the Agreement itself in its entirely, with the exception that the provision concerning litigation may be considered by the Parties to be material and fundamental, and its nullification jeopardizes the overall stability of the Agreement.

**SECTION 10 AMENDMENT OF THE AGREEMENT**

The agreement may be amended solely by means of amendments signed by the Parties.

**SECTION 11 CHOICE OF ADDRESSES**

The Parties choose their addresses with those stipulated at the head hereof.

**SECTION 12 APPLICABLE LAW – COMPETENT JURISDICTION**

In the event of litigation concerning the implementation of the Agreement, the Parties undertake to seek a solution of reconciliation between them of their own accord, in keeping with a spirit of loyalty and with their undertakings to act in good faith by law and as reflected in the negotiation of the Agreement.

In the event that the Parties are unable to reach an amicable agreement within a period of thirty (30) days, to be reckoned from the initiation of their discussions, any disagreements concerning the validity, interpretation, implementation, and/or termination of the Agreement will be subject to the sole jurisdiction of the relevant civil courts in Paris.

The interpretation of the Agreement and of its possible amendments is subject in its entirety to French domestic law.

Executed in

Date

In three original copies

 **For the Foundation For the University**

 **Monsieur Ariel Goldmann**  **Professor Joseph Klafter**

 **For AFUTA**

 **Mr. François Heilbronn**

**Appendix 1 – June 13, 2018**

**Program Initiated by the Founders, the University, and AFUTA**

1. **List of the 11 students**

 This list of names includes 9 girls and 2 boys; this reflects the overall balance of Ethiopian Jewish boys and girls at the University.

 3 students are in the first year of bachelor’s studies, 3 in their second year, and 3 in the third year.

 1 student is in the first year of master’s studies and 1 in the second year.

 The Founders met the 11 students in May 2018.

2. **Annual financial assistance of the Foundation**

 $ 5,000 for each bachelor’s degree student

 $ 7,500 for each master’s degree student

 I.e. a total of 9 x $ 5,000 + 2 x $ 7,500 = $ 60,000 for the 2017-2018 academic year

 The University’s administrative costs, reduced from 15% to 10% = $ 6,000

 I.e. total financial assistance of the Foundation in the sum of $ 66,000.

3. **Complementary funding and assistance secured by Admas / the University**

Overall responsibility of Admas for support and individual supervision of the 11 students (estimated at $ 1,100 per student, i.e. a total of $ 11,000)

 Overall responsibility for tuition fees by Israeli governmental or social bodies for 10 of the 11 students

 (estimated at 9 x $ 2,500 + 1 x $ 3,000, i.e. a total of $ 25,500).