

Written Agreement
Canada-Mathare Education Trust and Kenyan Field Agents

This agreement, between the Canada-Mathare Education Trust (CMETrust), and its Kenyan agents, outlines the terms and conditions of this partnership:

1. The Kenyan agents are:

Benedict Kiage
MCEDO school
+254-723-869-734
mcedocom@yahoo.com

Titus Kuria
Neo-Media Designs
+254-723-101-681
titkuch@yahoo.com

2. This *amended* agreement is valid from July 1, 2009 to June 30, 2009. It must be reviewed and re-signed annually by all parties, in order for the scholarship program to continue.
3. Kenyan agents are not employees of CMETrust, but are eligible to receive Agents Service Fees at the Board of Trustees discretion, in recognition/support of the agents work on behalf of CMETrust.
4. The Kenyan agents agree to follow the process below with respect to CMETrust secondary boarding school scholarships (as outlined in our Trust Deed):
 - a All money received will be deposited into the Trust's bank account in Canada by CMETrust's Treasurer and/or President.
 - b CMETrust will communicate with Kenyan agents as to number of scholarships being renewed and the number new scholarships available.
 - c Kenyan agents will interview applicants and send results to Trustees.
 - d Board of Trustees will make final decision regarding scholarship recipients.
 - e Selection of each recipient's specific secondary boarding school will be carried out by our Kenyan agents in consultation with the student, and be based on his or her individual needs, skills and interests (e.g. school specializing in football vs. science vs. creative arts).
 - f CMETrust Treasurer and/or President will wire the money to CMETrust's bank account in Kenya (established by and accessible to Kenyan agents only).
 - g Kenyan agents will take individual children to their respective high schools, pay the year's tuition and send receipts, as well as scholarship recipients' Parents Consent Forms, to CMETrust President.
 - h Kenyan agents are asked to monitor and report back, in writing, to CMETrust on student's progress three times per year, as well as sending scholars' individual report cards (from the secondary schools) annually.

5. Kenyan agents do not have the authority to act on behalf of CMETrust in any other business outside of that outlined in clause 4 above.
6. Kenyan agents' activities, associations, and membership in other organizations, political parties, etc., is undertaken and carried out entirely separately from their affiliation with CMETrust.
7. Kenyan agents have established a CMETrust bank account at a chartered Kenyan bank, into which the scholarship funds will be wired from Canada; this account is separate and segregated from the agents' personal bank accounts. Kenyan agents keep separate books and records of financial transactions with CMETrust, and secondary boarding schools. A summary of transactions to/from CMETrust's bank account in Kenya will be sent to the Trust's President annually (each January) for review by CMETrust Board of Trustees.
8. CMETrust has the right to inspect the projects' operations in Kenya, and the Kenyan agents books and records at any time, with a minimum of two weeks notice.
9. CMETrust has the right to withhold or withdraw funds at their own discretion.
10. Annual renewal of CMETrust's scholarship program is dependent on the Board of Trustees' review of secondary school receipts and individual student's progress reports, which must be sent to Canada annually (by December 31st).
11. CMETrust will maintain adequate records of disbursement of funds, receipts of tuition payment, and progress reports in Canada, at:

106-550 Cambridge St. S.
Ottawa ON K1S 5N3
613-695-0553
12. All financial transactions between CMETrust and Kenyan agents will be facilitated in Canada by CMETrust President, Victoria Sheppard, and/or Treasurer, Heather Arnold.
13. CMETrust cannot be held liable for any accident or injury (including death) incurred to/by Kenyan agents as a result of activities being carried out on behalf of CMETrust.