

PROVINCIAL ADMISSION AGREEMENT
Atlantic Veterinary College - Veterinary Medicine Program

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF NEW BRUNSWICK as represented by the Minister of Agriculture, Aquaculture and Fisheries (the “**Province**”)

AND:

[STUDENT NAME] (the “**Student**”)

(each a “**Party**”, collectively the “**Parties**”)

WHEREAS the Province wishes to ensure access to veterinary medicine services within New Brunswick;

AND WHEREAS the University of Prince Edward Island – Atlantic Veterinary College (“**UPEI**”) offers a four (4) year accredited Doctor of Veterinary Medicine program (“**DVM Program**”);

AND WHEREAS the Province has entered into a funding agreement with UPEI, Prince Edward Island, Nova Scotia and Newfoundland (the “**Interprovincial Funding Agreement**”) whereby the Province will subsidize 13 seats in the DVM Program beginning in the 2024-2025 academic year to be made available by UPEI to qualified New Brunswick residents prepared to provide veterinary services in New Brunswick for a period of time in return for the subsidized seat;

AND WHEREAS the Province is obligated to pay to UPEI more than \$100,000 per year for each DVM Program seat subsidized by the Province;

AND WHEREAS the Student’s enrolment in the DVM Program in a seat subsidized by the Province is conditional upon the Student entering into this Agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is expressly acknowledged, the Parties agree as follows:

Article 1. Interpretation and Definitions

1.01 For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency shall be to Canadian dollars and currency; and

(e) "including" or any variation thereof means "including, without limitation" and any words that follow shall not be construed to be an exhaustive list.

1.02 Unless defined elsewhere herein, or the context requires otherwise, in this Agreement:

Academic Year means the period commencing on August 1 of one year and concluding on July 31 of the following year.

Clinical Rotation means a period of applied knowledge and skill in veterinary medicine required in the DVM Program.

Repayment Amount means an amount owed by the Student under Article 5.

Article 2. Funding

2.01 Subject to the terms of this Agreement, the Province shall subsidize the Student's DVM Program seat beginning in the 2025-26 Academic Year and in each Academic Year thereafter for a period of four years, at a total cost to the Province of more than \$400,000 (more than \$100,000 in each year of the DVM Program) which the Province is obligated to pay directly to UPEI pursuant to the Interprovincial Funding Agreement.

2.02 The Student shall pay all costs associated with their enrolment in the DVM Program directly to UPEI, including tuition at the subsidized rate (DVM Tuition (Domestic)) and any fee as established or required to by UPEI.

Article 3. Participation

3.01 The Student shall participate in and complete the DVM Program and Requirements, according to the terms of this Agreement.

Article 4. DVM Program and Requirements

4.01 The Student shall complete the DVM Program at UPEI, according to the terms of this Agreement.

4.02 The Student shall complete a minimum of three (3) weeks of the required weeks of clinical rotation in the final year of the DVM Program in New Brunswick. In the event that the clinical rotation cannot be secured after reasonable efforts, the Student shall provide evidence of the clinical rotation search upon request by the Province.

4.03 The Student shall return to New Brunswick for summer employment, in the veterinary field, for a term of at least eight weeks, where positions are available, after years one and two of the DVM Program. In the event that employment in New Brunswick cannot be found after reasonable efforts, the Student shall provide evidence of the employment search upon request by the Province.

4.04 The Student shall attend at least one provincial information session offered by the New Brunswick Veterinary Community at UPEI during the course of the DVM Program.

4.05 The Student shall attend at least one recruitment session offered by the New Brunswick Veterinary Community at UPEI during the course of the DVM Program.

- 4.06 The Student shall attend at least one New Brunswick Veterinary Medical Association annual conference during the course of the DVM Program.
- 4.07 In the event that the Student fails, fails to continue in, fails to complete or is asked to leave the DVM Program or any portion of it (collectively referred to as “failed the DVM Program”), the Student shall notify the Province within thirty (30) days, and the Student shall be deemed to have failed the DVM Program on the date the Student notifies or reasonably should have notified the Province that they have failed the DVM Program.

Article 5. Repayment Amount

- 5.01 If the Student fails to meet the requirements in Article 4.01, 4.02 or 4.03 of this Agreement, they may be obligated, at the discretion of the Province, to pay the equivalent of one year’s tuition of the last year completed to the Province.
- 5.02 The Parties agree that the Repayment Amount is a reasonable pre-estimation of the damages that the Province of New Brunswick will suffer in the event that the Agreement is terminated before the Student has completed the requirements of the Agreement in full, recognizing that:
- (a) The Province’s funding allowed for the creation of the Student’s DVM Program seat; and
 - (b) The Student was provided access to the Student’s DVM Program seat because the Student committed to this Agreement with the Province.
- 5.03 All amounts payable by the Student pursuant to this Agreement shall be payable to the Province within thirty (30) days following the date of termination of the Agreement or such other timeframe as may be agreed between the Parties, and the Student shall pay to the Province the Repayment Amount, in full, by certified cheque payable to the Minister of Finance. If the Student fails to pay the full Repayment Amount by this date, the Province may refer the matter to any other person or entity, for the purpose of collection as a debt due and owing to the Province.

Article 6. Reporting

- 6.01 The Student shall provide the Province with reports, in form and content satisfactory to the Province in the Province’s sole discretion as to the matters set out in Article 4 annually on September 1. The Student agrees the Province may contact their employer to verify their summer employment and clinical rotations, and the Student shall provide the Province with any consents that may be required to facilitate the verification. In the event the Student is unable to obtain a letter from their employer, the Student shall immediately advise the Province and the Province shall determine an alternative method of confirming the Student’s compliance with the terms in Article 4.
- 6.02 The Student acknowledges the Province is subject to the *New Brunswick Right to Information and Protection of Privacy Act* (“**RTIPPA**”). This Agreement and all Student information provided to the Province in the performance of this Agreement will only be collected, stored, used, and disclosed by the Province in accordance with requirements of RTIPPA.

Article 7. Repayment Forgiveness

7.01 The Province may in its sole discretion forgive some or all of the Repayment Amount, if:

- (a) The Student is unable to complete the terms in Article 4.01, 4.02 and 4.03 because the Student is unable to secure employment as a DVM in New Brunswick despite the reasonable efforts of the Student. The reasonableness of the Student's efforts shall be determined by the Province in its sole discretion having regard to the labour market for veterinarians at the relevant time, the nature and extent of the Student's efforts to secure employment and clinical rotations, and such other factors as the Province considers relevant; or
- (b) The Student is unable to complete the terms in Article 4.01, 4.02, 4.03 because the Student has been diagnosed with a serious illness or disability that prevents them from working as a DVM in New Brunswick.

Article 8. Representation and Warranties

8.01 As of the date of first signing this Agreement, the Student warrants and represents to the Province, and acknowledges and confirms to the Province is relying upon such warranties and representations in entering into the Agreement, that:

- (a) The Student intends to complete the DVM Program and the requirements of this Agreement, in full and has no knowledge of any material fact or matter not disclosed to the other Parties that might prevent the Student from completing the DVM Program and Requirements in full as contemplated by this Agreement; and
- (b) The Student accepts and acknowledges that the Province will suffer losses if the Student does not complete the DVM Program and the Requirements in full.

Article 9. Term

9.01 This Agreement shall be effective as of the date when it is signed by the last of the Parties to sign it.

9.02 This Agreement shall expire when the Student has completed the DVM Program and the Requirements, unless otherwise terminated in accordance with this Agreement.

9.03 All obligations which by their nature are intended to survive the expiry or termination of this Agreement, including but not limited to any obligation on the Student to pay money pursuant to Article 5 and the Student's obligation to indemnify pursuant to Article 10, shall survive the expiry or termination of this Agreement.

Article 10. Indemnification

10.01 The Student hereby agrees to indemnify and hold harmless the Province and its directors, officers, employees and agents, from and against any and all liabilities, losses, claims, actions, demands, costs and expenses (including without limitation lawyer's fees and litigation expenses on a solicitor and client basis) whatsoever, to which the Province may become subject to arising out of or resulting from the entering into or the application of this Agreement.

Article 11. Notice

11.01 All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed given to the other party if personally delivered to the addressee or sent by registered mail, postage prepaid, or sent by electronic transmission to the following addressee:

To the Student:

Name: _____

Address: _____

Telephone: (____) _____

Email: _____

To the Province:

Director, Animal Health Services Branch
Hugh John Flemming Forestry Centre
P. O. Box 6000
Fredericton, NB E3B 5H1
(506) 453-3826
DAAF-MAAP@gnb.ca

If a Party's address changes during the Agreement, that Party shall provide notice of such change to the other parties within fifteen (15) days, and the address indicated in the notice shall be the address for notice to that Party for purposes of this Agreement.

11.02 A notice shall be deemed to be received by a Party:

- (a) seven days after posting, if sent by registered mail (excluding each day during which there exists any general interruption of postal services due to strike, lockout or other cause); or
- (b) upon delivery, if sent by electronic mail or hand delivered, subject to the delivery occurring during a business day in which case the notice shall not be deemed effective until the following business day. For clarity, a business day refers to any day of the year, other than a Saturday, a Sunday, or a statutory or civic holiday observed in the Province of New Brunswick.

Article 12. Entire Agreement

12.01 This Agreement and all documents contemplated by or delivered under or in connection with this Agreement, constitute the entire agreement between the Parties with respect to the

subject matter and supersede all prior agreements, negotiations, discussions, undertakings, representations, warranties, and understandings, whether written or oral, express or implied.

Article 13. No Waiver Unless in Writing

13.01 No term or provision hereof shall be deemed waived, and no breach excused, unless the waiver or consent to the breach is in writing and signed by the Party waiving or consenting. Any consent or waiver of a breach by a Party shall not constitute a waiver of this Agreement with respect to any different or subsequent breach unless expressly stated.

Article 14. Enforceability and Severability

14.01 The invalidity of any particular provision of this Agreement by reason of rule of law, public policy or otherwise, shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid provision was omitted, and this Agreement shall not be affected thereby.

Article 15. Amendments

15.01 This Agreement may be amended by mutual written agreement of the parties, but not otherwise.

Article 16. Assignment

16.01 No Party shall assign or transfer this Agreement or any of the rights or obligations hereunder without the prior written consent of the other Party.

Article 17. Miscellaneous

17.01 Time is of the essence of this Agreement.

17.02 This Agreement shall be governed by the laws of the Province of New Brunswick, and the courts of New Brunswick shall have exclusive jurisdiction over any dispute or matter arising from or concerning this Agreement.

17.03 This Agreement shall be binding upon and ensure to the benefit of the Parties hereto and their respective heirs, executors, administrators, successors or assigns.

17.04 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Receipt of a facsimile and/or emailed version of an executed signature page by a Party shall constitute satisfactory evidence of execution of this Agreement by the other Party.

Article 18. Legal Advice

18.01 The Student acknowledges that the Student has read and understands this Agreement and that the Student has the right to obtain independent legal advice before signing this agreement and hereby confirms that they have obtained that advice or they do not wish to seek or obtain independent legal advice.

Rest of page intentionally blank. Signature page follows.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement on the day and date set forth below:

WITNESSED BY:

DATED AT _____, _____
City Province

_____ day of _____, _____
Day Month Year

Witness Name (please print)

Student Name (please print)

Witness Signature

Student Signature

HIS MAJESTY THE KING in right of the
Province of New Brunswick, as Represented
by the Deputy Minister of Agriculture,
Aquaculture and Fisheries

Witness Name (please print)

Deputy Minister, for the Province

Witness Signature