

**PROVINCIAL ADMISSION AGREEMENT**

**Atlantic Veterinary College – Doctor of Veterinary Medicine Program**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_,  
in the Province of Newfoundland and Labrador.

**BETWEEN:**                    **HIS MAJESTY in right of the Province of Newfoundland  
and Labrador as represented by the Minister of  
Fisheries, Forestry and Agriculture**

**(the “Province”)**

**AND:**                         **[STUDENT NAME] \_\_\_\_\_, of \_\_\_\_\_,  
in the Province of Newfoundland and Labrador**

**(the “Student”)**

**(collectively “the Parties”)**

**WHEREAS** the Province wishes to ensure access to veterinary medicine services within Newfoundland and Labrador;

**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, New Brunswick and Nova Scotia (the “Interprovincial Funding Agreement”) whereby the Province has agreed to subsidize three (3) seats in the DVM Program beginning in the 2025-2026 academic year to be made available by UPEI to a qualified Newfoundland and Labrador resident to provide veterinary services in Newfoundland and Labrador for a period of time in return for the subsidized seat;

**AND WHEREAS** the Province is obligated to pay to UPEI the amounts as stipulated in the Interprovincial Funding Agreement for each DVM Program seat subsidized by the Province;

**AND WHEREAS** the Student’s enrollment in the DVM Program in a seat subsidized by the Province is conditional upon the Student entering into this Agreement to provide veterinary

services in Newfoundland and Labrador for a set period of time and on the terms and conditions set out herein;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that for this undertaking for future employment and in consideration of mutual covenants, terms and conditions herein contained in this Agreement, the Parties to this Agreement covenant and 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 fourth year of the DVM Program.

“**Clinical Rotation Requirement**” has the meaning set out in Article 4.04.

“**Repayment Amount**” means the amount owed by the Student under Article 7.

**Article 2. Funding**

2.01 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 \$461,284.00 which the Province is obligated to pay directly to UPEI pursuant to the Interprovincial Funding Agreement.

2.02 The Student shall pay all of their costs associated with their enrollment in the DVM Program directly to UPEI, including tuition at the subsidized rate (DVM Tuition (Domestic)) and any other fee(s) that the Student is required to pay by UPEI.

2.03 The Province shall pay to the Student a Tuition Offset Bursary for the 2025-26 Academic Year in the amount of \$1,300. This amount shall be paid by the Province to the Student no later than August 15, 2025.

**Article 3. Participation**

3.01 The Student shall participate in and complete the DVM Program, Clinical Rotation Requirement, and all other Student obligations 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 agrees that the Province will provide their contact information to the Animal Health Division, Department of Fisheries, Forestry and Agriculture, Government of Newfoundland and Labrador.

4.03 The Student shall return to Newfoundland and Labrador for summer employment with the Provincial Animal Health Division or Aquatic Health Division, Department of Fisheries, Forestry and Agriculture, Government of Newfoundland and Labrador, for at least two eight (8) week terms after years 1,2 or 3, where positions are available.

4.04 The Student shall complete a minimum of four (4) weeks of Clinical Rotation with the Provincial Animal Health Division or Aquatic Health Division, Department of Fisheries, Forestry and Agriculture, Government of Newfoundland and Labrador during their fourth year of the DVM program, where positions are available.

4.05 During the period of study the Student agrees to annually attend at least one provincial information session offered by the Provincial Animal Health Division, Department of Fisheries, Forestry and Agriculture, Government of Newfoundland and Labrador.

4.06 In each of the Student's third and fourth years of the DVM Program, they shall attend one recruitment session offered by the Provincial Animal Health Division, Department of Fisheries, Forestry and Agriculture, Government of Newfoundland and Labrador.

**Article 5. Privacy**

5.01 The Student acknowledges the Province is subject to the *Access to Information and Protection of Privacy Act, 2015* ("ATIPPA"). 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 ATIPPA.

**Article 6. Default**

6.01 The Student agrees that failure to comply with the obligations set out in this Agreement

each constitutes a default of this Agreement and said default includes the following:

- a) failure to maintain enrolment in the DVM Program and to maintain good standing in the DVM Program;
- b) failure to accept, if offered, employment within Newfoundland and Labrador during summer periods throughout the study period;
- c) failure to accept, if offered, employment within Newfoundland and Labrador during the Clinical Rotation in the Student's fourth year of the DVM Program;
- d) failure to comply with any term or condition of this Agreement; or
- e) the Student purporting to confirm statements in this Agreement as being true when they are not in fact true.

6.02 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 fifteen (15) 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.

6.03 The Student shall offer no defence, save payment, against any claim made by the Province for sums due arising from default of this Agreement.

6.04 The Province may terminate this Agreement by giving notice in writing to the Student if one or more of the following has occurred:

- (a) a breach of any term or condition of this Agreement; or
- (b) any other circumstance arises which in the opinion of the Province, acting reasonably, prevents the Student from fulfilling their Agreement obligations appropriately.

#### **Article 7. Repayment Amount**

7.01 If the Student is in default of this Agreement as described in Article 6.01, the Student must provide the Province with a prorated amount of the \$1,300 Tuition Offset Bursary based on the unfulfilled requirements and obligations identified in this Agreement.

7.02 If the Student fails to meet the terms and conditions of this Agreement, they may be obligated, at the discretion of the Province, to pay to the Province the equivalent of the amount of the tuition paid in their last year of the DVM Program that the Student completed.

7.03 The Parties agree that the Repayment Amount owing to the Province under Articles 7.01 and 7.02 is in consideration of the damages that the Province 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.
- 7.04 The Repayment Amount owed 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. The Student shall pay to the Province the Repayment Amount as directed by the Province. 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 8. Forgiveness of Repayment Amount**

- 8.01 The Province may in its sole discretion forgive some or all of the Repayment Amount if the Student is unable to complete the terms and conditions of this Agreement due to extenuating personal circumstances, for example if the Student has been diagnosed with a serious illness or disability that prevents the Student from completing the obligations of this Agreement.
- 8.02 A request for forgiveness of the Repayment Amount as referenced in Article 8.01 must be made by the Student in writing and contain sufficient detail to inform the Province of the basis for the request.
- 8.03 Upon receipt of the Student's request for forgiveness of the Repayment Amount, the Province shall assess the request and may (i) request additional information from the Student to assess the request, and/or (ii) request independent verification of the information provided by the Student in support of the request. The Student shall cooperate with the Province during this assessment, including providing any necessary consent(s) that may be required to verify information provided by the Student.

**Article 9. Representation and Warranties**

- 9.01 As of the date of signing this Agreement, the Student warrants and represents to the Province, and acknowledges and confirms to the Province, that the Province is relying upon such warranties and representations as follows:
- (a) the Student intends to complete the DVM Program, the Clinical Rotation Requirement and all other obligations in full and has no knowledge of any material fact or matter not disclosed to the Province that might prevent the Student from completing the DVM Program, the Clinical Rotation Requirement, and all other obligations in full as set out in this Agreement; and
  - (b) the Student accepts and acknowledges that the Province will suffer losses if the Student does not complete the DVM Program, the Clinical Rotation Requirement,

and all other obligations in full.

- 9.02 The Student warrants and confirms that every fact stated or represented by the Student is true and complete in all respects and agrees that the Province shall be conclusively deemed to have relied on each such representation or statement in entering into this Agreement.

**Article 10. Term**

- 10.01 This Agreement shall be effective as of the date when it is signed by the last of the Party to sign it.
- 10.02 This Agreement shall expire when the Student has completed the DVM Program and the requirements, unless otherwise terminated in accordance with this Agreement.
- 10.03 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 7 and the Student's obligation to indemnify pursuant to Article 11, shall survive the expiry or termination of this Agreement.

**Article 11. Indemnification**

- 11.01 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 12. Non-Liability**

- 12.01 Amounts paid to the Student pursuant to this Agreement may be subject to income taxation. The Student is responsible for taxes assessed by the Canada Revenue Agency in relation to payments made to the Student pursuant to this Agreement. The Student understands that he/she should consider consulting a tax professional on the specific tax effects and ramifications which may be associated with the receipt of payments pursuant to this Agreement. The Student agrees not to commence legal action against the Province with respect to any amounts assessed against the Student by the Canada Revenue Agency in relation to the amount of financial assistance provided under this Agreement and agrees to indemnify and hold harmless the Province in respect of any matters related directly or indirectly to the taxation of the amount of financial assistance.

**Article 13. Notice**

13.01 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:**

**Government of Newfoundland and Labrador  
Department of Fisheries, Forestry and Agriculture  
PO Box 2006  
Corner Brook, NL A2H 6J8**

**Attention: Mr. Stephen Balsom, Assistant Deputy Minister**

**Email: StephenBalsom@gov.nl.ca**

If a Party's address changes during the Agreement, that Party shall provide notice of such change to the other Party 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.

13.02 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 Nova Scotia.

**Article 14. Entire Agreement**

14.01 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 15. No Waiver Unless in Writing**

15.01 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 16. Enforceability and Severability**

16.01 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 17. Amendments**

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

**Article 18. Assignment**

18.01 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 19. General**

19.01 Time is of the essence of this Agreement.

19.02 This Agreement shall be governed by the laws of Newfoundland and Labrador and the courts of this Province shall have exclusive jurisdiction over any dispute or matter arising from or concerning this Agreement.

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

19.04 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 20. Legal Advice**

20.01 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.

**IN WITNESS WHEREOF** the Parties have caused the Agreement to be executed as of the dates below written.

**SIGNED** by the Student in the presence of:

**SIGNED** by the Student:

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Student**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**SIGNED** by the Province in the presence of:

**SIGNED** by the Province:

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Minister of Fisheries, Forestry and  
Agriculture  
(or his duly authorized representative)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**