NOVA SCOTIA

PROVINCIAL ADMISSION AGREEMENT
Atlantic Veterinary College - Veterinary Medicine Program

BETWEEN:

HIS MAJESTY THE KING in right of the Province of Nova Scotia as represented by the Minister of Advanced Education (the "**Province**")

-and-

_____ (the "**Student**")
Student Name (please print)

(each a "**Party**", collectively the "**Parties**")

WHEREAS the Province wishes to ensure access to veterinary medicine services within Nova Scotia;

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 Newfoundland (the "**Interprovincial Funding Agreement**") whereby the Province has agreed to subsidize 24 seats in the DVM Program on an annual basis with each seat being reserved by UPEI for a qualified Nova Scotia resident;

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 to provide veterinary services in Nova Scotia for a period of time and on the terms and conditions set out herein;

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 fourth year of the DVM Program. **Clinical Rotation Requirement** has the meaning set out in Article 4.02.

Return of Service has the meaning set out in Article 5.

Repayment Amount means an amount owed by the Student under Article 9.

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 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 enrollment 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

The Student shall participate in and complete the DVM Program, Clinical Rotation Requirement, and the Return of Service, according to the terms of this Agreement.

Article 4. DVM Program and Clinical Rotation Requirement

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 six (6) weeks of Clinical Rotation in Nova Scotia in their fourth year of the DVM program.

4.03 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 DAE that they have failed the DVM Program.

Article 5. Return of Service

5.01 Upon successful completion of the DVM Program, the Student shall provide a return of service to the Province in accordance with the following:

(a) The Student shall practice as a Doctor of Veterinary Medicine in Nova Scotia for a period equivalent to three (3) years of full-time employment. Full-time is defined as year-round work with a minimum of 35 hours per week. This Return of Service shall

be completed no later than three (3) years following the date on which the Student's practice of veterinary medicine begins unless a later date is approved by the Province in writing.

For the purposes of this Agreement, "three years" includes employer paid leave (i.e., vacation, holiday, bereavement, sick) and any unpaid parental leave.

(b) The Student shall begin their Return of Service within ninety days of successfully acquiring a Certificate of Qualification ("**CofQ**") through the National Examining Board ("**NEB**").

(c) The Student shall take the licensing examination(s) required to acquire a CofQ through the NEB prior to the end of the calendar year in which the Student graduated from the DVM Program.

5.02 The Student may submit a written request to the Province to defer all or a portion of their Return of Service if the request is made in advance and one of the following criteria are present:

(a) The Student provides proof satisfactory to the Province of enrollment in a graduate academic program, internship and/or a residency program in veterinary medicine. For clarity, a graduate academic program in veterinary medicine is a Master of Veterinary Science (M.V.Sc.) or a PhD in Veterinary Medicine; or

(b) The Student is unable to begin or complete the Return of Service within the time period required due to illness, disability, or other compelling circumstances as determined by the Province in its sole discretion.

5.03 Upon receipt of a request under Article 5.02 the Province shall assess the request and provide the Student with a written decision. An assessment by the Province may include (i) a request for additional information from the Student as may be required by the Province to assess the request, and (ii) verifying information provided by the Student. The Student shall cooperate with the Province during any assessment, including providing any consents that may be required to verify information provided by the Student.

Article 6. Reporting and Privacy

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 Articles 4 and 5, including confirmation of employment at the beginning of the Return of Service, and annually on September 1 until the Return of Service has been fulfilled. The Student agrees the Province may contact their employer to verify their employment 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 Return of Service.

6.02 The Student acknowledges the Province is subject to the Nova Scotia *Freedom of Information and Protection of Privacy Act* ("**FOIPOP**") and the *Personal Information International Disclosure Protection Act* ("**PIIDPA"**). 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 FOIPOP and PIIDPA.

Article 7. Relationship

7.01 Nothing in this Agreement shall be construed to constitute the Student as a partner, joint venturer, employee or agent of the Province for any purpose.

7.02 Nothing in this Agreement shall be construed to constitute an offer or guarantee of employment of any kind following the Student's completion of the DVM Program. The Student acknowledges and agrees the Student shall be solely responsible for fulfilling the Return of Service in full, including securing employment and all documentation necessary to practice veterinary medicine in Nova Scotia.

Student Initial here

Article 8. Breach and Termination

8.01 In the event the Student elects to practice in a location other than Nova Scotia, the Student shall give notice to the Province as soon as reasonably possible, and the Student will be deemed to have failed to complete their obligations under the Agreement, and the payment provisions set out in Article 9 shall apply.

8.02 Any leave greater than six weeks must be preapproved by the province. If the Student takes one or more leaves or other absence, paid or unpaid, from the Return of Service for a cumulative period of greater than six weeks during a year, which is not approved by the Province in writing in advance, the Student will be deemed to have failed to complete their obligations under the Agreement, and the payment provisions set out in Article 9 shall apply.

8.03 In addition to any other provision in this Agreement, and for greater certainty, the Student shall be in breach of this Agreement if the Student:

(a) does not begin the DVM Program, in which case the Province may unilaterally terminate the Agreement on the day after the day the Student was to have begun the DVM Program;

(b) does not complete the DVM Program, in which case the Province may unilaterally terminate the Agreement on the day after the day the Student withdraws from the Program;

(c) is deemed to have failed the DVM Program as outlined in Article 4.03, in which case the Province may unilaterally terminate the Agreement on the day the Student is deemed to have failed the DVM Program;

(d) does not begin to provide the Return of Service in which case the Province may terminate the Agreement on the day after the day that the Student was to have begun the Return of Service;

(e) does not complete the Return of Service, in which case the Province may terminate the Agreement on the day after the day the Student last returned

service; or

(f) is no longer legally entitled to practice veterinary medicine in Nova Scotia, in which case the Province may terminate the Agreement on the day after the day the Student is no longer legally entitled to practice veterinary medicine in Nova Scotia.

8.04 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 described in Article 8.03;

(b) any other circumstance arises which in the opinion of the Province, acting reasonably, prevents the Student from fulfilling their Provincial Admission Agreement obligations appropriately; or

(c) the Student has breached any other material term of this Agreement.

8.05 The Province may terminate the Agreement without cause provided that it continues to provide funding for the Student pursuant to Article 2.1 for the remainder of the Student's Academic Program, up to a maximum of four years.

Article 9. Repayment Amount

9.01 If the Student is in breach of this Agreement as described in Article 8.01, Article 8.02, or Article 8.03 (d), (e), or (f), the Student must provide the Province with a Repayment Amount, which will be calculated according to the following formula:

(A – B)/12 x C = D, where

A equals the amount of DVM Program tuition charged by UPEI for international students in the Student's first academic year of the Program, and

B equals the amount of DVM Program subsidized tuition (domestic) charged by UPEI in the Student's first academic year of the Program, and

C equals the number of months of return of service not completed by the Student, and

D equals the Repayment Amount.

9.02 The Parties agree that the Repayment Amount is a reasonable pre-estimation of the damages that the Province of Nova Scotia will suffer in the event that the Agreement is terminated before the Student has completed the Provincial Admission Agreement in full, recognizing that:

(a) The Province's funding allowed for the creation of the Student's DVM Program seat;

(b) The Province of Nova Scotia is obligated to pay, and will have paid, a subsidy to UPEI in each Academic Year the Student is/was enrolled in the DVM Program as follows: $110,387 in 2025-2026, $113,147 in 2026-2027, $115,976 in 2027-2028, and $121,774 in 2028-2029;

(c) The Province of Nova Scotia funded the Student's DVM Program seat for the purpose of providing access to veterinary medicine to Nova Scotian's who would commit to practicing within their home province of Nova Scotia upon graduation and licensure; and

(d) The Student was provided access to the Student's DVM Program seat because the Student committed to practicing veterinary medicine within Nova Scotia, pursuant to the terms of this Agreement.

Student Initial here

9.03 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 10. Forgiveness of Repayment Amount

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

(a) The Student is unable to complete the Return of Service in full because the Student is unable to secure employment as a DVM in Nova Scotia 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 such other factors as the Province considers relevant; or

(b) The Student is unable to complete the Return of Service in full because the Student has been diagnosed with a serious illness or disability that prevents them from working as a DVM in Nova Scotia.

10.02 A request for repayment forgiveness must be in writing and contain sufficient detail to inform the Province of the basis for the request.

10.03 Upon receipt of request for repayment forgiveness, the Province shall assess the request and without limiting the generality of the foregoing may (i) request additional information from the Student to assess the request, and/or (ii) independently verify information provided by the Student in support of the request. The Student shall cooperate with the Province during any assessment, including providing any consents that may be required to verify information provided by the Student.

Article 11. Representation and Warranties

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, the Clinical Rotation Requirement and the Return of Service 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, the Clinical Rotation Requirement, and the Return of Service 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, the Clinical Rotation Requirement, and the Return of Service in full.

Student Initial here

Article 12. Term

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

12.02 This Agreement shall expire when the Student has completed the Return of Service in full, unless otherwise terminated in accordance with this Agreement.

12.03 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 9 and the Student's obligation to indemnify pursuant to Article 13, shall survive the expiry or termination of this Agreement.

Article 13. Indemnification

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 14. Notice

14.01 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:
Executive Director, Programs and Accountability
Department of Advanced Education
PO Box 395
Halifax, Nova Scotia
B3J 2T8
Postsecondary@novascotia.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.

14.02 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 15. Entire Agreement

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 16. No Waiver Unless in Writing

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.

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Article 17. Enforceability and Severability

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 18. Amendments

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

Article 19. Assignment

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 20. Miscellaneous

20.01 Time is of the essence of this Agreement.

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

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

20.04 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 21. Legal Advice

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.

Student Initial here	Witness Initial here

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

WITNESSED BY:

DATED AT_____, _____
City *Province*

_____ day of _____, _____
Day *Month* *Year*

HIS MAJESTY THE KING in right of the Province of Nova Scotia, as Represented by the Minister of Advanced Education

Witness Name (please print)

Minister of Advanced Education, for the Province

Witness Signature