

UNIVERSITY OF PUERTO RICO
Mayagüez Campus
College of Agricultural Sciences

GENERAL COLLABORATION AGREEMENT

THE UNIVERSITY OF PUERTO RICO, MAYAGUEZ CAMPUS AND

ROSS UNIVERSITY SCHOOL OF VETERINARY MEDICINE

This Agreement is between Ross University School of Veterinary Medicine, registered in the Federation of St. Kitts and Nevis, as an institution of higher education, represented by its Dean, Dr. Guy St. Jean, duly authorized by the enclosed Certification, having its principal offices at Basseterre, St. Kitts, hereinafter referred to as RUSVM,

and the University of Puerto Rico, Mayaguez Campus, College of Agricultural Sciences, a public corporation organized by virtue of Act 1 of January 20, 1966, as amended, represented by its Chancellor, Dr. John Fernandez Van Cleve, having its principal office at 259 Blvd. Alfonso Valdez, AP 200 Piñero Building, Mayaguez, PR 00680, hereinafter referred as UPRM.

DECLARE

That both are autonomous institutions of higher education, comprised of a community of professors, students, and administrative personnel who are dedicated to teaching, research, social action, study, analysis, and the dissemination of knowledge.

To that effect, the two institutions have decided to enter into a General Collaboration Agreement in accordance with the following provisions:

GENERAL PROVISIONS

FIRST: This General Collaboration Agreement records the intention of The University of Puerto Rico, Mayaguez Campus ("UPRM", through its Department of Animal Sciences), and Ross University School of Veterinary Medicine ("RUSVM", and RUSVM and UPRM together, the "Schools") to strengthen ties, which might lead in the future to the establishment of one of more specific collaboration agreements in support of the purposes as set out below.

SECOND: The Schools will encourage direct contact and cooperation between their faculty and administrative staff, departments, and research institutions.

THIRD: Within the field of Veterinary Medicine, opportunities for the following general forms of cooperation will be explored (the "Purpose"):

- 1. Annual visits to UPRM from RUSVM enrollment staff to share information on RUSVM programs with UPRM students
- 2. Development of a summer RUSVM externship program for UPRM students at RUSVM
- 3. Possible extension of a conditional offer to well qualified UPRM students at the end of the externship program if they meet RUSVM admissions requirements
- 4. Application fee(s) will be waived for all UPRM students applying to RUSVM

FOURTH: Detail of the implementation of any particular collaborative agreement shall be developed mutually between the Schools as such specific cases arise. Any such specific collaboration agreements will be memorialized in a document signed by both Schools.

FIFTH: Each school shall be responsible for and bear all of its own costs, risks, and liabilities arising out of its obligations and efforts in accordance with the provisions of this General Agreement.

SIXTH: The Schools intend to cooperate in good faith to achieve the Purpose. This General Agreement does not create any legally binding rights of obligations but reflects the intentions of the Schools to work together in good faith to promote and monitor the agreed Purpose, and this General Agreement is not intended to create any obligations for breach of which any damages may be sought by or awarded to either school. Individual specific collaboration agreements may be developed to enable the delivery of the agreed Purpose.

SEVENTH: This General Agreement is not intended to be and shall not be constructed to create or give effect to a joint venture, association, partnership, or other business organization or agency arrangement and neither School shall have the authority under this General Agreement to bind the other without prior written approval of the other School.

EIGHTH: The Schools state that in the selection and treatment of students and professors there will be no discrimination on the basis of sex, race, color, place or date of birth, national origin,

social status, physical or mental handicap, political or religious beliefs, or status as a military veteran.

NINTH: The Schools are committed to maintaining records of all reports, timesheets for jobs or assistantships, and all other documents related to this Agreement, in order that they be available for examination or copying by the Office of Internal Auditors of the University of Puerto Rico, by a firm of outside auditors hired by the University of Puerto Rico, or by the Office of the Comptroller of Puerto Rico in its auditing of the University of Puerto Rico. Audits will be carried out at reasonable times during the course of the services or after their completion, in accordance with generally recognized auditing practices. Said documents will be kept for a period of no less than six (6) years or until the Office of the Comptroller of Puerto Rico has made its investigation, whichever occurs first.

TENTH: The Schools consent to exempt and exonerate the other party from responsibility in the case of any judicial or extrajudicial claim, and to provide indemnification for damages and/or mental or moral anguish that may be suffered by any person or legal entity, when said damages are alleged to have been caused by the negligent, reckless, and/or culpable actions, conduct, or omissions of each party, its agents or employees, when such damages shall have occurred totally or partially during the realization of this Agreement.

ELEVENTH: RUSVM shall not use the name of the University of Puerto Rico, its initials UPR, its stamp, logos, seal, or any other identifying emblem or symbol distinctive of the Institution, for any matter related to the activities that are object of this agreement, without express and written authorization by the University of Puerto Rico. UPRM shall not use the name of the Ross University School of Veterinary Medicine, its initials RUSVM, its stamp, logos, seal, or any other identifying emblem or symbol distinctive of the Institution; for any matter related to the activities that are object of this agreement, without express and written authorization by RUSVM.

TWELFTH: Either School may rescind the present agreement by notification thirty (30) days prior to the date of the rescission. One party may immediately cancel the agreement without prior notice upon the other party committing negligence, non-compliance, or violation of a condition of the present agreement.

THIRTEENTH: Following the execution, this General Agreement shall remain in effect for Five (5) years from the date of execution. This term may be extended by mutual agreement of the Schools. If this General Agreement remains domain for two consecutive years it will be deemed to have lapsed.

Having read this document and made aware of the content and scope of each of its clauses, and having indicated that in its formalization there is no fraudulent intent, bad faith, or any other defect that might invalidate the agreement, the parties sign their consent, each keeping two (2) copies.

Dr. Guy St. Jean

Chief Academic Office

Interini Dean

Ross University School of Veterinary Medicine

Dr. Camen Fuentealba

Executive Associate Dean

Ross University School of Veterinary Medicine

Date:

15 de Marzon 2016

John Ferhandez Van Cleve

Chancellor

University of Puerto Rico Mayaguez

Dr. Raul E. Macchiavelli

Dean and Director

College of Agricultural Sciences

Date: 11 March 2016