



ROSS UNIVERSITY
SCHOOL OF VETERINARY MEDICINE

UNIVERSITY OF PUERTO RICO
Mayagüez Campus
College of Agricultural Sciences



Articulation Agreement

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 Fernández Van Cleve, having its principal office at 259 Blvd. Alfonso Valdez, AP 200 Piñero Building, Mayaguez, PR 00680, hereinafter referred to as UPRM.

WHEREAS, UPRM and RUSVM wish to establish an arrangement to provide educational opportunities to Eligible Individuals (as defined below) of UPRM, leading to matriculation at RUSVM;

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Terms and Conditions

Appendices A, B and F, the terms of which are incorporated herein by reference, set forth additional terms and conditions of this Agreement and form an integral part of this Agreement.

2. Requirements

a. Under this Agreement RUSVM will provide certain benefits specifically outlined in Appendix A to Eligible Individuals who apply to and attend RUSVM. "Eligible Individuals" are defined as current and former (within 3 years after graduation) students of UPRM who meet the following qualifications:

- i. Completed the Bachelor of Science degree with an overall Grade Point Average of 3.2 or higher;
- ii. No F, D or C- grade in any pre-requisite course;

- iii. A score in the 25th percentile or better in each category of the Graduate Record Examination (in the case of multiple attempts, the highest score is taken from each section);
- iv. A recommendation for admission by a Ross University Admissions interviewer who has interviewed the applicant in person or via video conference;
- v. Received a strong letter of recommendation submitted by the UPRM's Course Manager, or designee

b. RUSVM reserves the right to deny admission to a student if such student cannot meet RUSVM's requirements for admission, as amended from time to time. Additionally, RUSVM may terminate a student's enrollment for violation of any rule, policy or procedure of RUSVM, as amended from time to time, in the same manner as RUSVM may terminate the enrollment of any student at large.

c. This Agreement is made explicitly subject to the terms of RUSVM's admissions requirements, academic policies, program requirements, and course descriptions, including but not limited to the RUSVM academic catalogs and student handbook (all of the foregoing collectively referred to herein as the "RUSVM Policies"). In the event of any conflict between or among the documents mentioned in this Section 2(C) or elsewhere in this Agreement, the terms of the RUSVM Policies shall prevail.

d. In exchange for the benefits and opportunities that RUSVM will extend to Eligible Individuals under this Agreement, UPRM shall promote RUSVM and the program covered by this Agreement to Eligible Individuals as specifically outlined in Appendix B.

3. Disclaimer and Limitation

a. RUSVM hereby disclaims all warranties, including without limitation, any implied warranty of merchantability or fitness for a particular purpose. Notwithstanding anything to the contrary, RUSVM's aggregate maximum liability arising from or in any way related to this Agreement (whether in contract, tort, strict liability or otherwise) shall not exceed One Thousand Dollars (\$1,000). In no event will RUSVM be liable for any indirect, consequential, incidental, special or punitive damages of any kind.

b. The terms of this Section 3 shall survive termination of this Agreement for any reason.

4. Term, Renewal, Changes and Termination

a. Subject to the other terms of this Agreement, this Agreement shall be in effect for five (5) years from the Effective Date. Thereafter this Agreement will automatically renew for periods of one (1) year each or until terminated by either party upon providing sixty (60) days prior written notice to the other party, whichever is sooner. Notwithstanding the foregoing, either party may terminate this Agreement upon ten (10) days' notice to the other party in the event of a

material breach of this Agreement by the other party, which breach is not cured during such notice period.

b. Any modifications to this Agreement must be made only by mutually written agreement between the parties.

5. Miscellaneous

a. This Agreement contains the entire agreement between the parties and supersedes all prior or contemporaneous agreements, discussions, or representations with respect to the subject matter hereof.

b. The relationship established under this Agreement shall be that of independent contractors and neither party shall be, nor hold itself out to the public as being, an employee, agent, joint venturer or partner of the other. Neither party shall have authority to contract for or bind the other in any manner. There is no intended or actual third party beneficiary of this Agreement.

c. Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party. Failure of a party to enforce any provision of this Agreement will not be a waiver of such provision nor of the right to enforce such provision.

d. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the validity and enforceability of the remaining provisions will not be affected thereby.

e. In the event of any dispute between the parties regarding the terms of this Agreement or the obligations of any party hereunder, all such disputes shall be referred to binding arbitration by a single arbitrator in New Jersey under the arbitration rules of the American Arbitration Association.

f. This Agreement shall be interpreted in accordance with the laws of the State of New Jersey, without regard to its conflict of laws provisions. Any action brought pursuant to or in connection with this Agreement shall be brought only in the state or federal courts within the State of New Jersey.

g. Each party signing this Agreement represents that it has been signed by an individual who is authorized by his or her entity to enter into this Agreement on behalf of such entity.

h. Any Appendix referenced in this Agreement is hereby incorporated herein by reference. In the event of any conflict between the terms of body of this Agreement and the terms of any Appendix, the terms of the body of this Agreement shall prevail.

i. Notices under this Agreement shall be deemed given (a) on the following business day when sent by overnight courier; or (b) three (3) days following registered mailing, in each case to the other party at the address specified below or such new address as a party shall communicate to the other in writing from time to time.

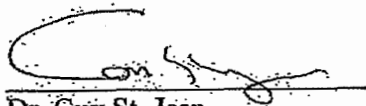
To RUSVM:
Ross University School of Veterinary Medicine
PO Box 334
Basseterre
West Indies
Attn: Jodi Peeler

With a copy to:
DeVry Education Group Inc.
3005 Highland Parkway
Downers Grove, IL 60515-5799
Attn: General Counsel

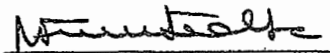
To UPRM:
University of Puerto Rico, Mayaguez Campus
College of Agricultural Sciences
Call Box 9000
Mayaguez, Puerto Rico 00681-9000
Att. Dr. Raúl E. Macchiavelli
Acting Dean and Director

j. The terms of this Section 5 shall survive termination of this Agreement for any reason.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.



Dr. Guy St. Jean
Chief Academic Office
Interim Dean
Ross University School of Veterinary Medicine
Employer Identification Number:
~~XXXXXXXXXXXX~~



Dr. Carmen Fuentealba
Executive Associate Dean
Ross University School of Veterinary Medicine

Date: 15 de Marzo 2016



Dr. John Fernández Van Cleve
Chancellor
University of Puerto Rico Mayaguez
Employer Identification Number:
~~XXXXXXXXXXXX~~



Dr. Raúl E. Macchiavelli
Dean and Director
College of Agricultural Sciences

Date: 15 March 2016