

2011

St. George's University Limited
(Amendment)

Act 12 295

ARRANGEMENT OF CLAUSES

1. Short title
2. Amendment of First and Second Schedules

296 Act 12

St. George's University Limited
(Amendment)

2011



GRENADA

ACT NO. 12 OF 2011**I assent,**

CARLYLE ARNOLD GLEAN

*Governor-General.**22nd July, 2011.*AN ACT to amend the St. George's University Limited
Act, 1996.*[29th July, 2011].*

BE IT ENACTED by the Queen's Most Excellent Majesty,
by and with the advice and consent of the Senate and the
House of Representatives, and by the authority of the same as
follows—

Short title.

1. This Act may be cited as the

**ST. GEORGE'S UNIVERSITY LIMITED (AMEND-
MENT) ACT, 2011.**

Amendment of
the First and
Second
Schedules.

2. The First and Second Schedules of the St. George's
University Limited Act No. 18 of 1996 are hereby repealed
and replaced by the following—

“FIRST SCHEDULE

GRENADA

CHARTER OF THE SAINT GEORGE'S UNIVERSITY, GRENADA

ARTICLE 1

OBJECTS

The objects of the University are –

- (a) the advancement of learning and the dissemination of knowledge, and the intellectual, social, moral, cultural, spiritual and physical development of its students and employees and the betterment of society;
- (b) the advancement of research in response to existing and changing social needs, in support of the cultural, economic, and technological development of the Caribbean; and
- (c) the provision of programmes of study which prepares the community of international students for leadership roles in their respective countries.

ARTICLE 2

LEGAL STATUS AND ADMINISTRATIVE STRUCTURE

1. The Saint George's University (School of Medicine Limited) and the Board of Trustees of the said University, shall continue hereafter as Saint George's University Limited, and any rights accrued to Saint George's University School of Medicine Limited by virtue of the Saint George's University (School of Medicine Limited) Act, 1976, and any rights which accrued to Saint George's University Limited by virtue of the Saint George's University Limited Act, 1996, other than as provided for herein, are hereby saved and vested in the University.

2. The University shall establish such number of bodies, including a Board of Trustees, and Academic Boards as may be necessary for its proper academic and administrative functioning.

3. Without prejudice to anything contained in paragraph 2, there shall be separate Academic Boards for the School of Medicine.

4. The Board of Trustees shall be the principal governing body of the University, and it shall be composed of such numbers of members as appointed by the shareholders of the University.

5. The University and the Government shall work together to ensure that any data or information, in accordance with the Statistical Act and the Income Tax Act, necessary to assess the impact of the University on the gross domestic product of Grenada, is provided by the University in a timely manner. The Government and the University shall work together in the calculation of the University's impact on Grenada's total gross domestic product.

SECOND SCHEDULE

GRENADA

THIS AGREEMENT is made this 2nd day of December, 2010 between THE GOVERNMENT OF GRENADA (acting herein through Franka Alexis-Bernadine, Minister for Education and Human Resource Development) (hereinafter referred to as "the Government") of the One Part and SAINT GEORGE'S UNIVERSITY LIMITED (hereinafter referred to as "the University") of the Other Part.

WHEREAS it is the desire of the Government to further develop tertiary educational institutions in Grenada so as to enhance training in medicine, science, arts and other fields of tertiary education;

AND WHEREAS the University is engaged in the business of providing tertiary education to qualified students by way of qualified staff, medical and scientific equipment and the necessary support services;

AND WHEREAS the Government desires to facilitate the further development and operation of the University;

NOW THEREFORE the parties hereto in consideration of the mutual covenants and conditions to be kept and performed as hereinafter set forth, do hereby agree as follows—

ARTICLE 1

RECOGNITION OF DEGREES AND ACCREDITATION

1. The Government hereby agrees to recognize and accept the schools established by the University from time to time, and the degrees it confers upon students who successfully complete its prescribed courses of study.

2. The Government undertakes to enact the required legislation to facilitate the accreditation of the degrees of the University within ninety (90) days of the signing of this Agreement.

3. The University shall consistently maintain the quality and standards of its medical degrees, and where appropriate, its non-medical degrees through approval by a credible accreditation body.

ARTICLE 2

VISITATION RIGHTS

The University hereby agrees, that the Government shall have full visitation rights of the University by such person or persons as may be determined by the Government from time to time.

ARTICLE 3

NOMINATION TO ACADEMIC BOARD

The University hereby agrees, that the Government shall nominate one member of the Academic Board of the School of Arts and Science.

ARTICLE 4

EXCLUSIVE RIGHT TO OPERATE MEDICAL SCHOOL

The Government hereby grants to the University, the sole and exclusive rights to establish or continue a School of Medicine, with the corresponding right to confer appropriate undergraduate and graduate degrees, including Doctor of Medicine (D.M), Bachelor of Science (B.Sc.), Master of Science (M.Sc.), Master of Public Health (M.P.H.) Doctor of Science (D.Sc.), and Doctor of Philosophy (Ph.D) after the successful completion of the curriculum requirements, and to engage in all necessary and appropriate activities which are incidental to the operation of a school of medicine.

ARTICLE 5

MONITORING COMMITTEE

1. There shall be a Monitoring Committee which shall be comprised of such number of persons nominated by the Government and the University as may be mutually agreed.

2. The Monitoring Committee shall be responsible for the implementation and operation of the Charter and the Agreement, including the determination of which University imports are reasonably necessary for the operation and functioning of the University, the General Hospital or any other Hospital, a medical station or a health centre, and the examination of the scope, content and implementation of the Clinical Teaching Programme (CTP) in Grenada.

3. The Monitoring Committee shall regulate its own procedure, but shall meet at least six times in each calendar year, and additionally, as the circumstances dictate.

ARTICLE 6

RIGHT TO USE THE GENERAL HOSPITAL

1. Subject to the right of the Government to operate and administer the General Hospital and the use thereof by the Faculty of Medicine, University of the West Indies, the School of Medicine of the University shall have the right to use the facilities of the General Hospital for teaching purposes.

2. The Government agrees that the use of the General Hospital by the Faculty of Medicine, University of the West Indies shall not be to the detriment of the University.

ARTICLE 7

TEACHING HOSPITAL AND CLINICAL PROGRAMMES

1. The Government hereby agrees that the University will be permitted to conduct its clinical programmes at the General Hospital, medical stations, health centres and other health related facilities in Grenada.

2. The Government and the University agree on the necessity for the establishment of a Clinical Teaching Programme (CTP) at the General Hospital, and the development of a Teaching Hospital in Grenada, in the shortest possible time for the benefit of the hospital, the citizens of Grenada and the University. As a consequence, both parties will enter into a comprehensive agreement for the successful development of these projects.

3. The University shall, to the extent of the spaces/places available, use, Grenada as the sole and exclusive venue for its CTP in the Caribbean region (which includes all CARICOM countries, Cuba, the Dominican Republic, Puerto Rico, and the Netherland Antilles). However, the students who are sponsored by their respective governments and are required to do their CTP elsewhere are accordingly exempted from this Agreement.

ARTICLE 8

VETERINARY SCHOOL

1. The Government and the University agree on the need for the expansion of the Veterinary School and its related facilities in Grenada. As a consequence, both Parties have resolved themselves to enter into a comprehensive agreement to provide for the successful development of same.

2. Pursuant to paragraph 1, the Government and the University agree to enter into a long term lease of property for the purposes of the said expansion of the Veterinary School and its related facilities. The Government acknowledges that time is of the essence regarding the negotiation and execution of a lease agreement with the University.

ARTICLE 9

AFFILIATION WITH T.A. MARRYSHOW COMMUNITY COLLEGE

1. The Government hereby agrees that the University will be permitted to offer courses and to confer degrees and diplomas in collaboration with the T. A. Marryshow Community College (TAMCC), in such manner as may be agreed on between the Government and the University.

2. The aforementioned collaboration shall be attained by means of an affiliation agreement between the Government and the University, which shall *inter alia* contain the following elements:

- (a) collaboration on research and procurement projects (for example, the joint procurement of institutional supplies) to enable TAMCC to benefit from the economy of scales;
- (b) acceptance of TAMCC credits by the University's Schools, provided same meet the standards of admission to the University;
- (c) TAMCC and SGU to collaborate on new modes of training delivery, (for example, online and distance learning education).

ARTICLE 10

REAL PROPERTY

1. The Government agrees to lease to the University parcels of available Crown lands that may be required by the University from time to time, on such terms and conditions as may be mutually agreed.

2. The University shall have, in addition to the foregoing, the right to purchase or otherwise acquire, take or receive by deed of gift, bequest, or devise, and to hold and enjoy any estate or interest in property whatsoever, and the right to sell, grant, convey, mortgage, lease or otherwise dispose of the same or any part thereof from time to time.

3. The Government agrees that in the event that any property held by the University is required for public purposes, the Government shall use its best endeavours to provide or assist in providing alternative property.

4. The University agrees that for a period of two years from the signing of this Agreement, that it will not build any new student housing in Grenada without the prior consent of the Government.

5. The University shall first discuss its intentions with the Government, in engaging in any business beyond its current operations, that is currently operated by the private sector, (including housing, laundries, supermarkets, etc.).

ARTICLE 11

PAYMENT TO THE GOVERNMENT

1. In consideration of the concessions granted herein, the University hereby agrees:

- (a) to pay to the Government for medical supplies, equipment and personnel salaries, the sum of US \$250,000.00 per annum for the General Hospital and other health facilities;
- (b) to pay to the Government the additional sum of US \$200,000.00 to be used for the purposes of the Government.

2. The sums mentioned in paragraph 1 of Article 11 shall be paid by the 31st day of March each year; and shall be reviewed at the end of every five (5) year period, with such period commencing on January 1, 2011.

3. In consideration for the concessions expressed in this Agreement, the University shall budget for and contribute up to US \$50,000.00 per annum for projects and services agreed to by the participating parties at the meetings of the Monitoring Committee.

ARTICLE 12

EXEMPTION FROM DUTIES AND TAXES

1. In consideration of the promises of the University expressed herein, the Government hereby grants to the University exemptions from duties and taxes on the importation of motor vehicles in the following manner—

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- (a) 100% duty and tax concessions, including Value Added Tax (VAT), on twenty-five (25) motor vehicles purchased during the course of each calendar year;
 - (b) 50% duty and tax concessions, (including VAT) on vehicles purchased by faculty personnel. For the purposes of this paragraph, "faculty personnel" means all persons who are permanent, full-time employees of the University, and who hold the position of Provost, Dean, Assistant Dean, Professor, Associate Professor, Assistant Professor, Instructor, Demonstrator, Medical Registrar, Assistant Medical Registrar, or Clinical Tutor, who regularly teach or engage in other instructional activities who are members of an Instructional or Administrative Unit;
 - (c) the University will use local suppliers to purchase motor vehicles at all times, unless the vehicle sought cannot be provided by a local supplier, or if the cost of said vehicle is not competitive as determined by the Monitoring Committee; and
 - (d) the concessions granted for each motor vehicle shall be valid for a period of five (5) years.

2. The Government hereby grants to the University 100% exemptions from duties and taxes (including VAT) on all imported materials for the operation and functioning of the University, including books, supplies, electronic equipment, computers, clothing (which clothing is limited to articles purchased for Caribbean Scholarships/Grant students, Uniforms for employees) and Laboratory/White Coats. For the purposes of this paragraph, "operating and functioning of the University" refers to purposes upon which the administration of the University depends, exclusive of individual usage and control.

3. The Government hereby grants to the University 100% exemptions from duties and taxes (including VAT), on all imported construction materials for the functioning of the University for a period of five (5) years, commencing January 1, 2011.

4. The Government hereby grants the University 100% exemptions from duties and taxes (including VAT), on all materials required for the Cricket Academy.

5. The Government hereby grants to the University 100% exemptions from the payment of all Corporation Taxes, Annual Stamp Tax, Withholding Tax, Property Tax or other similar taxes that may be implemented in the future.

6. The exemptions granted under Article 12 shall not include Customs Service Charge.

7.—(1) The Government and the University agree that the University shall be subject to—

- (a) the payment of the VAT at the rate of 10% for purchases of utilities, namely: electric, water, telephone, cable and internet connections; and
- (b) the payment of VAT at the rate of 10% on the purchases of design, surveying and construction services relating to the construction of projects.

(2) Notwithstanding subparagraph (1), it is hereby agreed that expressly excluded from the payment of VAT, are services provided by the University to its students, which includes but are not limited to tuition, dormitory fees, University housing, fees, books, activity charges, and transportation charges.

8. The Government and the University agree that the University shall be required to collect and remit VAT to the Government, at the statutory rates in effect at such time, on sales of goods through the University's book store, and sales to third parties through the University Club and rentals/leases to third-parties for the use of University property and/or facilities, (including charges for services such as cleaning and security). The input, output and apportionment rule provided for in the VAT Act is not applicable to this paragraph.

9. Nothing contained in Article 12 shall be deemed to be a waiver of any right or exemption offered under the VAT Act or any amendment thereto, and it is clearly understood that all activities, other than those specified in this Article, shall be subject to the usual rates of duties and taxes, including VAT in existence at the time of the execution of this Agreement. In the event of a new duty or tax that does not replace a duty or tax listed in this Agreement, then the parties agree to collaborate concerning the applicability of that duty or tax to the University.

ARTICLE 13

SCHOLARSHIPS/GRANTS TO GRENADIAN STUDENTS

1. In consideration of Article 12 above and the other promises provided in this Agreement, the University hereby agrees to grant annually, tuition-free scholarships/grants, to Grenadian students selected by the Government (denoted by "Government" below), and by the University (denoted by "Charter" below). Such students must possess the necessary scholastic grades and prerequisites for admission to the University's Schools and must also maintain the same high standards as required of other students matriculating at the University.

School	Government	Charter
Medical	10	0 (equivalent)
Pre-Medical	5	4 (equivalent)
Veterinarian	1	1
MPH	2	2 (equivalent)
MBA	10	5 (equivalent)
MIB	2	2 (equivalent)
MSc	2	2 (equivalent)
Undergraduate	40	60 (equivalent)

2. The Government agrees that if in any given year it should request additional Scholarships/Grants to be granted in excess of the allotted Scholarships/Grants for each category described above, and such request is agreed to by the University, the allotment for Scholarships /Grants in such category will be reduced by such excess in the following year. In the event that the Government wishes to use a Masters (MPH, MBA, MIB and MSc) scholarship from one Masters degree category to award a scholarship in another Masters degree category, the request will be brought to the Monitoring Committee for discussion and approval.

3. In addition to the above, the University shall have the sole discretion to allocate the Scholarships/Grants denoted as "CHARTER" and the Government will have the sole discretion to allocate the Scholarships/Grants denoted as "GOVERNMENT". However, the programme/subject areas of the Charter Scholarships/Grants, shall be jointly determined by the University and the Government and the awardees shall be appropriately bonded to the Government, to work in Grenada for a fixed period or the repayment of the Bond, following the successful completion of their course of study.

4. The provisions of this Article shall be reviewable by the parties, pursuant to the same review period as set forth in Article 11.

ARTICLE 14

RESEARCH AND DEVELOPMENT

The Government shall annually present to the University its research and development priorities agenda, and to the extent possible, the University in collaboration with the Ministry of Education and Human Resource Development, TAMCC and other relevant bodies, shall within four (4) months, inform the Government which of the research and development items, if any, will be undertaken during that year. The Government and the University also agree that to the extent possible, they shall share research material and findings.

ARTICLE 15

DISPUTE SETTLEMENT

1. The provisions of this Article shall apply to the settlement of disputes concerning the interpretation and application of the Charter and this Agreement.

2. The University and the Government agree, that all disputes concerning the interpretation and application of the Charter and this Agreement will be discussed at the next scheduled Monitoring Committee meeting. In the event that the issue is not resolved at that meeting, within fourteen days, it will be presented to a higher level committee consisting of member(s) of Cabinet and the senior management of the University.

3. The issue to be resolved by the higher level committee shall be agreed to by the Monitoring Committee, and then presented in writing, by the Monitoring Committee, to the higher level committee. In the event that the Monitoring Committee fails to advise on the issue to be presented to the next level, then each side may submit the issue, in writing, to the higher level committee.

4. The higher level committee will then meet in person, or by conference call, to discuss the issue and its resolution.

5. The discussions shall be confidential and the parties shall employ their best endeavors to settle the dispute.

IN WITNESS WHEREOF the respective representatives of the parties duly authorized thereto have signed this Agreement.

SIGNED BY Minister for Education on behalf of the Government of Grenada in the presence of:


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Witness


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HON. FRANKE ALEXIS-BERNADINE
Minister for Education and Human Resource Development

SIGNED BY the Chancellor on behalf of Saint George's University Limited in the presence of:


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Witness


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DR. CHARLES R. MODICA
Chancellor, Saint George's University Limited

Passed in the House of Representatives this 31st day of May, 2011.

ADRIAN C. A. HAYES
Clerk to the House of Representatives.

Passed in the Senate this 16th day of June, 2011.

ADRIAN C. A. HAYES
Clerk to the Senate.

GRENADA