

CHAPTER 294A
SAINT GEORGE'S UNIVERSITY LIMITED ACT

• Act • Subsidiary Legislation •

ACT

Act No. 18 of 1996

Amended by

Act No. 19 of 2002

SRO 14 of 2003

Act No. 12 of 2011

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CHAPTER 294A
SAINT GEORGE'S UNIVERSITY LIMITED ACT

An Act to give legal effect to Charter for the St. George's University Limited and an Agreement between the Government of Grenada and the said St. George's University Limited with respect to its operation and the said development.

[Act No. 18 of 1996 amended by Act No. 19 of 2002, SRO 14 of 2003, Act No. 12 of 2011.]

[20th September, 1996.]

1. Short title

This Act may be cited as the Saint George's University Limited Act.

2. Interpretation

In this Act—

“Agreement” means the Agreement as contained in the Second Schedule to this Act;

“Charter” means the Charter as contained in the First Schedule to this Act;

“Minister” means the Minister responsible for tertiary education and where there is no such allocation, the member responsible for education;

“University” means the Saint George's University Limited.

3. Legal effect of Charter

The Charter as set out in the First Schedule to this Act is hereby enacted for and shall have the force of law in Grenada with respect to the University.

4. Legal effect of Agreement

The Agreement shall, after the commencement of this Act, have legal effect with respect to the rights, obligations and administration of the University and the rights and obligations of the Government.

5. Amendment of Charter and Agreement

(1) Where any amendment of the Charter or the Agreement is accepted by the Government and the University the Minister may, by order amend the First Schedule or the Second Schedule, as the case may be, in order to give effect to such amendment.

(2) An order made under this section may contain such consequential, supplemental or ancillary provisions as appear to the Minister to be necessary or expedient for the purpose of giving effect to such amendment.

(3) An order under this section shall be subject to negative resolution of each House of Parliament.

(4) Where the Charter or the Agreement is amended under this section any reference in this Act or any other enactment to the Charter or the Agreement shall, unless the context otherwise requires, be construed as a reference to the Charter or the Agreement as amended.

6. Savings and validation

(1) Any rights which accrued to the Saint George's University School of Medicine Limited by virtue of the Saint George's University (School of Medicine Limited) Act, 1976, are hereby saved and shall, vest in the University.

(2) The assignment to the Saint George's University (School of Medicine) Limited of the Agreement as contained in the Schedule to the Saint George's University (School of Medicine) Act, 1976, shall be deemed to have been validly done.

7. Repeal and revocation

(1) The Saint George's University (School of Medicine) Limited Act, 1976, is hereby repealed.

(2) The Saint George's University (School of Medicine) (Schedule) (Amendment) Order, SRO 22 of 1995, is hereby revoked.

First Schedule

SAINT GEORGE'S UNIVERSITY LIMITED ACT

GRENADA

Charter of the Saint George's University, Grenada

ARTICLE 1

Objects

The objects of the University—

- (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 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

SAINT GEORGE'S UNIVERSITY LIMITED ACT

Agreement

[Section 4.]

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 recognise 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 right 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 comprise 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