

**RESOLUTION OF THE BOARD OF TRUSTEES
UNIVERSITY OF THE VIRGIN ISLANDS**

Purpose: To approve undergraduate and graduate tuition rates effective fall 2013 for St. Kitts and Nevis students under the terms of a Memorandum of Understanding.

WHEREAS, UVI is committed to supporting the intellectual and professional development of the workforce in the Virgin Islands and wider Caribbean as part of the University's mission; and

WHEREAS, UVI and the Government of St. Kitts and Nevis (GSKN), acting also for the Clarence Fitzroy Bryant College (CFBC) have agreed to enter into a Memorandum of Understanding (MOU) which would establish areas of functional cooperation and the tuition rates to be charged to the undergraduate and graduate students from St. Kitts and Nevis including those graduating from CFBC as per the terms of the MOU; and

WHEREAS, UVI is desirous of establishing parameters of functional cooperation and tuition rates for the MOU that would be directly tied to future increases in the University's tuition rates; and

WHEREAS, GSKN is committed to providing twenty-five (25) scholarships and or financial assistance of not less than USD\$7,500.00 annually and six (6) study leave scholarships at four fifths of annual salary annually, with a view to granting an additional five (5) study leave scholarships in the next three to *five* years, to St. Kitts and Nevis students to pursue undergraduate and graduate programs respectively at UVI; and

WHEREAS, on June 14, 2013 the Finance Committee of the Board of Trustees voted to recommend to the Board of Trustees the approval of the basis for the tuition rates.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE UNIVERSITY AS FOLLOWS:

1. Under the terms of the Memorandum of Understanding with the Government of St. Kitts and Nevis, undergraduate students will be charged a tuition rate equivalent to 1.75 times that of the undergraduate resident rate of \$133.00, or \$232.75 per credit, and graduate students will be charged a tuition rate equivalent to 1.75 times of the graduate resident rate of \$330.00, or \$577.50 per credit, effective fall 2013.

2. Future increases in the tuition rates charged to students from St. Kitts and Nevis will be directly tied to the tuition rates charged by the University of the Virgin Islands.
3. The President and Vice President for Administration and Finance are hereby authorized to take the necessary action to implement this resolution.
4. This resolution shall become effective June 15, 2013.

CERTIFICATION

The undersigned does hereby certify that the foregoing is a true and exact copy of a resolution of the Board of Trustees of the University of the Virgin Islands adopted at its meeting on Saturday, June 15, 2013, as recorded in the minutes of the said meeting.



Secretary of the Board

June 15, 2013

Date

DRAFT MEMORANDUM OF UNDERSTANDING (MOU)

Between

UNIVERSITY OF THE VIRGIN ISLANDS (UVI), GOVERNMENT OF THE FEDERATION OF ST. CHRISTOPHER AND NEVIS (GSKN) and CLARENCE FITZROY BRYANT COLLEGE (CFBC)

THIS MEMORANDUM OF UNDERSTANDING made this _____ day of _____, 2013, by and between the GOVERNMENT OF THE FEDERATION OF ST. CHRISTOPHER AND NEVIS, of Basseterre, St. Kitts (hereinafter "GSKN"), the CLARENCE FITZROY BRYANT COLLEGE, of Basseterre, St Kitts, an instrumentality of the Government of St. Christopher and Nevis (hereinafter "CFBC"), and the UNIVERSITY OF THE VIRGIN ISLANDS, c/o John Brewers Bay, St. Thomas, U.S. Virgin Islands 00802, an instrumentality of the Government of the United States Virgin Islands (hereinafter "UVI").

WHEREAS, UVI is committed to supporting the intellectual and professional development of the workforce in the Virgin Islands and wider Caribbean as part of the University's mission; and

WHEREAS, UVI, GSKN, and CFBC have agreed to enter into a MOU which would establish areas of functional cooperation and the tuition rates to be charged to the undergraduate and graduate students from St. Kitts and Nevis including those graduating from CFBC as per the terms of the Memorandum of Understanding; and

WHEREAS, UVI is desirous of establishing parameters of functional cooperation and tuition rates for the MOU that would be directly tied to future increases in the University's tuition rates; and

WHEREAS, GSKN is committed to providing twenty-five (25) scholarships and/or financial assistance of not less than USD\$7,500.00 annually and six (6) study leave scholarships at four fifths of an annual salary annually, with a view to granting an additional five (5) study leave scholarships in the next three to five years, to St. Kitts and Nevis students to pursue undergraduate and graduate programs respectively at UVI; and

WHEREAS, GSKN, CFBC, and UVI are committed to the terms of the MOU:

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

UVI and CFBC shall delineate a clear path of transition and/or credit transfer from CFBC to UVI including 2+2 and 2+3 programs.

GSKN through the Ministry and Department of Education shall commit to offering twenty-five (25) scholarships and/or financial assistance of not less than USD\$7,500.00 annually to St. Kitts and Nevis students to attend UVI as of fall semester 2013. In return, UVI shall offer St. Kitts and Nevis students pursuing undergraduate and graduate degrees at UVI a tuition rate of 1.75 times that of the resident rate that is currently paid by Virgin Islands (US) students.

St. Kitts and Nevis students who are no recipients of scholarships and/or financial assistance, and who graduate from CFBC with an associate degree or equivalent CXC CAPE qualifications shall be offered a tuition rate of 1.75 times that of the resident rate to pursue an undergraduate degree at UVI.

Non-St. Kitts and Nevis students who graduate from CFBC with an associate degree or equivalent CXC CAPE qualifications shall be offered a tuition rate of 1.75 times that of the resident rate to pursue an undergraduate degree at UVI.

GSKN through the Human Resources Division in the Prime Minister's Office shall commit to offering six (6) study leave scholarships every year in the first instance with a view to granting an additional five (5) study leave scholarships in the next three to five years, for persons in the civil service to pursue undergraduate and graduate degrees at UVI.

GSKN and CFBC shall commit to providing dedicated classroom and office space for UVI to establish a physical presence in St. Kitts and Nevis for purposes of offering applicable cohort driven undergraduate and graduate degree programs for those persons who for various reasons are unable to attend classes on the UVI USV campuses. In return, UVI shall offer St. Kitts and Nevis students and non-St. Kitts and Nevis students graduating from CFBC and pursuing a degree under this model a tuition rate of 1.75 times that of the resident rates for undergraduate and graduate students. Students pursuing a graduate degree should be admitted to the specified graduate degree program at UVI.

Prior to their attending or participating in any programs and courses offered by UVI UVI shall assist students in the planning stages to afford them the best opportunity to pursue those degrees and programs offered at UVI; and will advise them on programs and courses available at CFBC which will give them the best preparation.

UVI shall provide professional development and consultancy services to the Government and people of the Federation of St. Kitts and Nevis at agreed upon costs through its centers and institutes.

UVI and CFBC shall collaborate on projects and information/knowledge transfer in areas such as but not limited to alternative energy, entrepreneurship, conservation and fisheries, agricultural research, educational and psychological research pertaining to social issues, risk management, disaster management, faculty and student exchange, institutional and student learning outcomes assessment, accreditation standards, inter-institutional lecture series, performing arts, and sports.

GSKN shall provide the requisite exemptions to UVI faculty and staff to teach courses, perform consultancies, and conduct joint research with CFBC faculty and staff.

This MOU shall be for a period of ten (10) years from the date of signing. A mid-term review shall be conducted after five years to determine what adjustments may be required, such adjustments to not be unreasonably denied.

Either party shall have the right to terminate this MOU with or without cause upon ninety (90) days written notice to the other party specifying the date of termination. If this MOU is so terminated, the parties shall be liable only for performance rendered or costs incurred, or which have been obligated, in accordance with the terms of this MOU prior to the effective date of termination.

This MOU establishes a framework for voluntary cooperation between UVI, GSKN and CFBC which is deemed by each to be in their respective best interests and which will result in desirable outcomes for each institution. Nothing herein shall be construed as establishing or imposing on any legal obligations on the other party, nor is the execution of this MOU to be construed as an

acceptance of any liability for any action contemplated by the MOU, either on the part of the respective institutions, or their employees, agents and assigns.

Except as otherwise expressly set forth herein, no agency, partnership, joint venture, or employment relationship shall be created or inferred by the existence or performance of this Agreement, and none of the parties shall have any authority to bind the others in any respect whatsoever. Nothing in this MOU is intended or will be construed to confer upon or to give to any third party any rights or remedies by virtue hereof.

This Agreement constitutes the entire agreement between the parties hereto, and all prior understandings or communications, written or oral, with respect to the matters contained herein are merged herein.

UVI, GSKN and CFBC each agreed that they, their designees and assigns are acting as independent contractors and not as an agent, partner, employee or joint venture party of the other party to this MOU.

Except as may otherwise be agreed in writing, each party shall bear their own expenses in connection with all matters contemplated by this Agreement.

Each of the persons below executing this document warrants and represents to the others that he has the capacity and authority to enter into this Agreement and that in doing so; he is not in violation of any other contract or obligation whatsoever.

Signed in agreement:

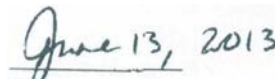
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Permanent Secretary, MOE

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Witness



Date

Dr. Hermia Morton, CFBC

Date

Witness

Date

Dr. David HaJI, UVI

Date

Witness

Date