



Ministerie van
Justitie en Onderwijs

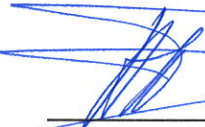
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CHARTER

THIS CHARTER WITNESSETH THAT THE GOVERNMENT OF ARUBA hereby declares that the American University School of Medicine has the authority to establish the faculty (School of Medicine) in Aruba for teaching of medicine.

This Charter shall come in to force on the 28th day of November 2011




The Honorable mr. drs. A. L. Dowers
Minister of Education
Government of Aruba

1. a. The Government hereby grants to the SCHOOL the right to establish a medical school to include

At the sole discretion of the school a pre-medical division and facilities as the SCHOOL may from

time to time decide with the right to confer the degree of Doctor of Medicine after successful completion of a minimum of four academic years of study and to engage in all necessary and appropriate activities, teaching and otherwise as may be incidental to the full operations of such facilities established by the SCHOOL.

- b. The SCHOOL has the right to establish a school of medicine on Aruba.

- c. The school has the obligation to take constantly all measure to guarantee student's rights to qualified education.

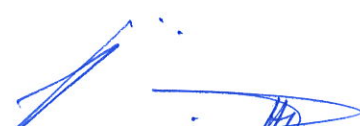
2. The SCHOOL shall prescribe its own curriculum, which shall conform to normally accepted standards existing in such fields in recognized Universities in The United States of America, Canada and the Caribbean.

3. The SCHOOL shall be free to import human cadavers into Aruba to use such cadavers for the normal teaching purposes of the school and to re-export if necessary such cadavers to their country of origin and to dispose of the remains in accordance with applicable laws of Aruba.

4. The GOVERNMENT agrees that it shall ensure that all necessary cooperation required to give full force and effect to this agreement and to the establishment of the campus of the SCHOOL and to the full and proper functioning and operations of all its facilities and activities whatever shall be enacted or otherwise passed into law as the case may be soon as possible after coming into force of this agreement, but in any case after eight (8) months of the coming into force of this agreement.

5. Aruban laws on taxes are applicable on the salaries and or allowances given to foreign employees.

6. It is mutually agreed that foreign employees shall include visiting lecturers holding faculty appointments.



7. Subject to the approval of the Government of Aruba, the Government shall grant members of the faculty, both permanent and visiting, who hold appropriate professional degrees and who are licensed to practice a profession in their home countries, the right to conduct whatever forms of practice in that profession necessary for the carrying out of their teaching responsibilities, everything provided he/she does not engage in any practice earning pursuant to this practice.
8. All foreign employee of the SCHOOL, upon being certified by the SCHOOL as duly employed by it, shall be eligible to be granted temporary residence and work permits for employment within the SCHOOL, in accordance with Aruban legislation on the admittance and expulsion of foreigners.
9. All foreign students of the SCHOOL, upon being certified by the school as being in good standing, shall be eligible to be granted temporary residence permit for study within the SCHOOL, in accordance with Aruban legislation on the admittance and expulsion of foreigners.
10. The SCHOOL shall provide the GOVERNMENT with a list of faculty members and students and shall inform the GOVERNMENT administration when such faculty members or students as the case may be, shall cease to be employed by or be a student of the SCHOOL in which case the GOVERNMENT administration may revoke any residence/work permits granted to such faculty members of students in accordance with Aruban legislation on the admittance and expulsion of foreigners.
11. The GOVERNMENT agrees to allow the SCHOOL to enroll transfer students from other universities, from the commencement of the campus in Aruba, in accordance with Aruban legislation on the admittance and expulsion of foreigners. The school may also place students into clinical clerkship programs within the United State of America or such other countries at the SCHOOL may decide.
12. The GOVERNMENT agrees in relation to other premises made eventually available to the school by the GOVERNMENT by demise or otherwise to allow the SCHOOL to hold and enjoy the said premises for the period of the demise on such terms as may be agreed upon.
13. The SCHOOL fulfilling and observing all its covenants hereunder shall be allowed by the GOVERNMENT to operate the said campus peaceable without undue hindrance from the

GOVERNMENT in its day to day or other operations and agree with the school that it shall at no time in the future nationalize or in any other way whatsoever take control of the SCHOOL or any part of its assets or operations.

14. The SCHOOL shall provide annually, two (2) scholarships of annually, two (2) scholarships of tuition and fees in respect of persons chosen by the Government, with approval of the School Board of Admission. The scholarships shall be medical scholarships tenable at the proposed medical school – Aruba.
15. The SCHOOL agrees to employ local person as faculty members whenever said expertise is locally available and qualified to do the job.
16. The SCHOOL agrees to permit the GOVERNMENT to have one representative on the Board of directors of the SCHOOL.
17. The SCHOOL agrees to undertake to maintain the highest academic standards which are generally expected of an accredited school of medicine.
18. The school shall, whenever possible, assist the GOVERNMENT in the securing of medical supplies and equipment for the purpose of upgrading whenever necessary the hospital or other health facilities on Aruba.
19. The SCHOOL shall, whenever possible, train local personnel to maintain all equipment obtained by the school for use in the said facilities.
20. The GOVERNMENT agrees, whenever possible to provide the SCHOOL with reasonable long term leases on facilities necessary for carrying out the educational and general operational purpose of the SCHOOL.
21. the SCHOOL needs to have the permission of the Minister of Education to deviate from or amend this agreement. Any amendment to this agreement shall be via formal agreement.
22. Any notice that is required to serve by or from this agreement shall be deemed to be served in writing and served at the main offices of the SCHOOL or served at the appropriate office of the GOVERNMENT.
23. This agreement shall be construed and interpreted in accordance with the laws of Aruba.

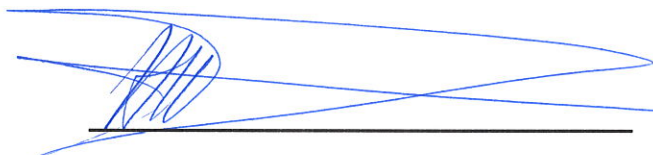
24. All disputes arising out of this agreement shall be settled in court, in accordance within the laws of Aruba.

25. That the SCHOOL will be given the permission to establish if deemed necessary, School of Dentistry and Veterinary Medicine.

IN WHITNESS WHERE OF the parties have affixed their the day and year first above written

SIGNED AND DELIVERED

For and on Behalf of the Government of Aruba

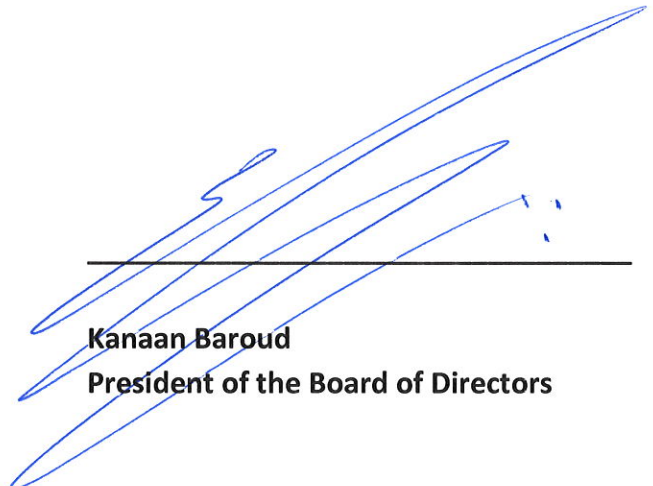


Date 28 NOV. 2011

**The Honorable Minister of Justice and Education
mr. drs. A. L. Dowers**

SIGNED AND DELIVERED

**On Behalf of the board of directors of the
American University School of Medicine**



Date 28 NOV. 2011

**Kanaan Baroud
President of the Board of Directors**

No. 37784



Ministerie van
Justitie en Onderwijs

STATEMENT OF AGREEMENT BETWEEN

The Ministry of Justice and Education of Aruba

and

American University School of Medicine Aruba

This agreement is made on the 28th of November 2011, between the Ministry of Justice and Education of Aruba, hereinafter called the Government on the one part and the American University School of Medicine, a foundation established in Aruba and governed under the laws of Aruba, herein after referred to as the SCHOOL other part.

Whereas the SCHOOL is engaged in providing medical education for qualified students and for

Qualified students and for providing medical equipment, services and/or funds for the General welfare;

And whereas the SCHOOL is desirous of establishing a campus of the SCHOOL on Aruba, and the

SCHOOL on Aruba, and the SCHOOL has agreed to the establishment of such a campus on the

terms and conditions set forth below: