

Participation in the veterinary student externship program of ASPCA Veterinary Services of North Carolina, P.C. ("AVSNC") is contingent on the agreement of the student named below (the "student") to be bound by this Veterinary Student Externship Agreement (this "Agreement"). Violation of this Agreement will be grounds for program dismissal, as determined by AVSNC in its sole discretion:

GENERAL

1. The student agrees to be bound by the terms and conditions of this Agreement.
2. The student and AVSNC agree that the ASPCA is intended to be, and shall have the rights of, a third-party beneficiary of this Agreement.
3. Any policies and protocols of the AVSNC administration and/or medical department, whether provided in written form or orally by an authorized AVSNC staff member, must be observed and followed. The student understands and agrees that AVSNC may provide additional rules and/or regulations that will govern the veterinary student externship program, and the student is bound to comply with such rules and/or regulations even when provided subsequent to the date on which the student agreed to be bound by this Agreement.
4. The student acknowledges that he or she has read through and understands the training program syllabus details and the Frequently Asked Questions, as set forth on AVSNC's website (together, the "Online Materials"), for the program in which he or she is enrolled, as well as this Memorandum of Understanding. If the student cannot access the Online Materials, the student understands and agrees that it is the student's responsibility to contact AVSNC and ask to receive the materials in another format.
5. The student understands that there is no stipend, or any other form of compensation provided by AVSNC or the American Society for the Prevention of Cruelty to Animals (the "ASPCA") for this learning opportunity.
6. If a student, due to any medical or other condition, requires a reasonable accommodation for the student to participate in the program or provide veterinary medical services, the student must request such accommodation as early as possible to allow time for AVSNC to consider and evaluate the request. A late accommodation request may impact the student's program start date.
7. Emergency contact information must be provided to the AVSNC administration.
8. Reasonable wear and tear of AVSNC property is expected. The student is responsible for excessive and unreasonable damage of AVSNC property, as determined by AVSNC in its sole discretion.
9. The student understands that the program's application fee of \$25.00 is non-refundable and is paid at the time of registration in the veterinary student externship program.
10. The student represents and warrants that he or she is at least eighteen (18) years of age.

PROFESSIONAL CONSIDERATIONS

11. The student acknowledges and agrees that completion of this program will NOT result in the student becoming a licensed veterinarian.
12. In accordance with applicable laws and regulations, including N.C. Gen. Stat. 90-187.6 and 21 N.C.A.C. 66.030, the student must register as a veterinary student intern or veterinary student preceptee with, and receive a valid permit (a "permit") from, the North Carolina Veterinary Medical Board (the "NCVMB"). AVSNC encourages the student to start the NCVMB registration process two (2) months prior to his or her scheduled training date. AVSNC cannot allow the student to perform any activities with any animal beyond those performed by a veterinary assistant if the student does not supply AVSNC with a valid permit from the NCVMB.
13. The student understands that the decision to grant a permit is solely within the discretion of the NCVMB, and that AVSNC has no influence or control over NCVMB's issuances of permits. AVSNC is not responsible for any consequences resulting from any delay, denial or inaction on the part of NCVMB. In addition, the student agrees that AVSNC shall rely upon the student's representations: (a) that she or he is eligible to perform the functions required in the AVSNC training activities and (b) that she or he is acting in accordance with applicable law, NCVMB guidance, and any requirements of the student's veterinary school. AVSNC shall have no duty to, and the student understands and agrees that AVSNC will not, make further inquiries as to the student's eligibility to participate in the training program.
14. The student acknowledges and agrees that controlled substances maintained by AVSNC or the ASPCA may not be handled or in any way accessed by the student.

15. The student understands that patient availability may fluctuate due to forces outside of AVSNC's control, such as inclement weather and/or cancellations of appointments by third parties. The student understands and agrees that AVSNC will not be in breach of any implicit or explicit agreement with the student if it is unable to provide expected patient flow. Notwithstanding the foregoing, AVSNC shall endeavor to supply its students with a steady patient flow, wherever possible.
 16. AVSNC strongly encourages the student to participate in the AVSNC "Payback Pledge." This entails performing forty (40) hours of voluntary service, over a period of twelve (12) months following graduation from veterinary school. This service can be performed at any animal welfare nonprofit organization, in any capacity (e.g., surgery, kennel cleaning) and may be accomplished at any time during the first twelve (12) months after the student's graduation.
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PRACTICE REQUIREMENTS

17. If the student does not follow the reasonable professional instruction and guidance provided by AVSNC employees and consequently, in the sole discretion of AVSNC, places AVSNC staff or the animals in the care of AVSNC at risk, or disrupts the education of other students, AVSNC may terminate the student's participation in the veterinary student externship program.
 18. Daily attire (scrubs, lab coats and closed-toe shoes) should be commensurate with that worn during university surgical rotation reserved to the surgical suite. The student is responsible for obtaining the required attire at his or her own expense.
 19. The student understands that dangling jewelry, nose rings, and/or strong personal scents can be deleterious and/or dangerous to the learning environment, and the student acknowledges and agrees that he or she shall not wear dangling jewelry, nose rings, and/or strong personal scents to class or the laboratory.
 20. The student understands and agrees that she or he may visit a third-party facility that houses animals (each such facility a "Third-Party Facility"), and the student shall follow the safety rules and/or regulations provided by such Third-Party Facility, whether provided in writing or orally.
 21. Timeliness is imperative for program function. The routine student experience is scheduled from 8:00 a.m. until 5:00 p.m. Students are expected to be to class on time.
 22. The student is responsible for providing his or her own transportation to and from the AVSNC campus.
 23. The student agrees to perform all surgeries and other animal care during the program in accordance AVSNC's Veterinary Standards of Care (the "Veterinary Standards of Care"). The student understands and agrees that all patient interactions will be supervised by AVSNC staff.
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DORMITORY BUILDING; ON-CAMPUS CONDUCT

24. Living quarters (the "dormitory") are provided for a non-refundable fee of \$100.00 per training block. The student must make payment for his or her stay at the time of program registration in the veterinary student externship program. The dormitory necessitates the sharing of unisex rooms, as well as bathroom facilities. If the student is not comfortable with this arrangement, then the student is welcome to secure alternate housing arrangements. The ASPCA and AVSNC shall bear no liability for housing arrangements made individually by students.
25. Etiquette of common courtesy must be observed. Quiet hours are from 10:00 p.m. until 6:00 a.m.
26. Other than AVSNC staff or its agents who require access to the dormitory for administrative purposes or in the interest of staff and student safety, only AVSNC student externs are allowed in the dormitory.
27. No personal or hospitalized pets are allowed in the dormitory; requests for service animals should be submitted to AVSNC as early as possible and should be consistent with the guidelines for accommodation requests outlined above.
28. The dormitory must be kept in a neat and orderly fashion.
29. The student must provide his or her own towels and personal toiletry items. Sheets, blankets and pillows are provided.
30. Housing is not available before the first day of training. Check-in is 8:00 a.m. on the first day of training.

31. Check-out is 8:15 a.m. on the final Friday of training.
32. A \$60.00 deposit is required on the student's first day, and AVSNC will use its best efforts to return it to the student on the last day of the program, so long as any damage to the dormitory does not exceed normal wear and tear, as determined by AVSNC in its sole discretion. If any damage is inflicted to the dormitory that exceeds normal wear and tear, AVSNC shall retain that portion of the deposit necessary to repair the actual damages to the dormitory. In no event shall the refundable portion of the deposit be returned later than thirty (30) days from the last day of the program.
33. The dormitory is smoke-free. Smoking is allowed in designated locations outside of the building, and smoking debris must be disposed of properly in receptacles that have been provided.
34. Firearms are prohibited on the AVSNC campus.
35. Open flames (candles, incense, etc.) are prohibited on campus, including in the dormitory.
36. Alcohol is prohibited on campus, including in the dormitory.
37. Illegal activity of any kind is prohibited on campus.
38. The student is responsible for providing her or his own laundry services. A laundromat is conveniently located close to campus.
39. Neither AVSNC nor the ASPCA are responsible for any loss or damage to personal items that are brought by the student to campus, including items that are left behind by the student in the dormitory or elsewhere. A personal locker with a key will be provided to each student for the storage of valuable items, but students are strongly encouraged to leave valuable property at home and not to bring such items to campus.

LIABILITY AND INDEMNIFICATION

40. Neither party to this Agreement shall hold the other party or the ASPCA liable for any loss or expense, to include third party complaints or litigation, resulting from the actions or inaction of the other, so long as the other party did not act with gross negligence and/or intentional misconduct. The student shall not attempt to hold AVSNC or the ASPCA responsible for any illness or injury to any animal(s), nor for any damages which any animal(s) or contact with various chemicals or anesthetics during the training may cause to any person or property.
41. The student shall indemnify, defend and hold harmless AVSNC, the ASPCA and their officers, directors, employees, agents, successors and assigns from and against any and all losses, liabilities, claims, obligations, actions, damages, costs and expenses including reasonable attorneys' fees and disbursements, for any claim arising in connection with the student's activities under this Agreement.

MEDIA AND FUNDRAISING CONSIDERATIONS

42. When at AVSNC for training, the student understands that AVSNC or the ASPCA may take photographs, videos or written statements of him or her and agrees AVSNC or the ASPCA may use those images or statements for AVSNC's or ASPCA's promotional, grant-writing, fundraising and social media purposes, including in social media platforms.
43. The student agrees that AVSNC or the ASPCA may use any written statements he or she provides to AVSNC for promotional, grant-writing, fundraising and social media purposes, and the student represents that he or she is the owner of any written statements provided by the student to AVSNC.

MISCELLANEOUS

44. The student acknowledges and agrees that, except for operating in accordance with the Veterinary Standards of Care, the terms of this Agreement and all information provided to or in connection with the student's performance under this Agreement shall be considered confidential, sensitive and proprietary information (the "Confidential Information") and shall not (unless required by law) be disclosed to any third party, at any time, without the prior written consent of AVSNC. Confidential Information shall also include the Veterinary Standards of Care; the number, status, or medical or behavioral condition of any animal being treated at the AVSNC facility; photographs or videos of any animal owned or treated by AVSNC; information about the compensation, qualifications, abilities, or personal information of any employee of AVSNC or the ASPCA; information about, or

that may be relevant to, any potential or confirmed criminal cases or any other details about the operations of AVSNC or the ASPCA; information about any individual, business, government, or other entity that is the subject of a AVSNC or the ASPCA investigation. The student expressly acknowledges that this obligation to keep information confidential prohibits the student from posting any information (including the Veterinary Standards of Care)/photos/video on any social media or other website (including, but not limited to, sites like Facebook, YouTube, Instagram, or Twitter,).

45. AVSNC may terminate this Agreement, for any reason or for no reason, upon advance written notice to the student.
46. The student acknowledges and agrees that he or she is not an employee, agent or representative of AVSNC or the ASPCA, and at no time shall hold himself or herself out as such. The student understands that he or she is responsible for paying all fees and expenses associated with the student's participation in the program and that the student shall not be entitled to any of the benefits available to AVSNC or ASPCA employees (including, but not limited to, medical disability, life insurance, health care, retirement or leave). This Agreement does not constitute a partnership, joint venture, agency, employee/employer, or any other similar relationship between the student and AVSNC. The student shall not have the power to incur any costs or liabilities for or on behalf of AVSNC without the prior written consent of AVSNC. The student understands and agrees that he or she has no expectation of employment AVSNC or the ASPCA following completion of the program.
47. This Agreement shall be deemed to have been negotiated, made and entered into in the State of North Carolina and any and all performance hereunder, or breach thereof, shall be interpreted, governed and construed pursuant to the laws of the State of North Carolina without reference to its choice of law provisions.
48. This Agreement shall be binding upon the parties, their representatives, successors, administrators, heirs and assigns. This Agreement and the services, rights and obligations herein may not be assigned or delegated in whole or part to any third party without the prior written consent of both of the parties; provided that the ASPCA is a third-party beneficiary to this Agreement. This Agreement constitutes and contains the entire agreement between the parties with respect to the subject matter herein, supersedes all prior written or oral understandings and agreements relating thereto, and may not be changed, modified, amended or supplemented, except on written consent of both parties.
49. This Agreement may be executed in counterparts, each of which shall be deemed an original, and which collectively will be deemed one document. For purposes of this Agreement, a facsimile or other electronic version of a party's signature, such as a .pdf, will be deemed an original signature.