

Receiving training of any kind through a program of ASPCA Veterinary Services of North Carolina, P.C. ("AVSNC") is contingent on agreement of the trainee named below (the "participant") to be bound by this Training Program Agreement (this "Agreement"). By signing this Agreement or by checking the box indicating that the participant has read and agreed to this Agreement, the participant agrees to be bound by the terms of this Agreement. Violation of this Agreement will be grounds for dismissal from the program, as determined by AVSNC in its sole discretion:

### GENERAL

1. The participant agrees to be bound by the terms and conditions of this Agreement.
2. The participant and AVSNC agree that The American Society for the Prevention of Cruelty to Animals ("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 participant understands and agrees that AVSNC may provide additional rules and/or regulations that will govern this training program, and the participant is bound to comply with such rules and/or regulations even when provided subsequent to the date on which the participant agreed to be bound by this Agreement.
4. The participant 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 Agreement. If the participant cannot access the Online Materials, the student understands and agrees that it is the participant's responsibility to contact AVSNC and ask to receive the materials in another format.
5. The participant understands that there is no stipend or any other form of compensation provided by AVSNC or the ASPCA for this learning opportunity.
6. By signing this Agreement in accordance with Paragraph 38, you agree that you have complied with the ASPCA's COVID-19 Vaccine Requirement Policy ([English](#) & [Spanish](#)), which requires all ASPCA interns and externs to be fully vaccinated (as defined in the policy) against COVID-19 (subject to certain exceptions as described in the COVID-19 Vaccine Requirement Policy).
7. If a participant, due to any medical or other condition, requires a reasonable accommodation for the participant to participate in the program or provide veterinary medical services, the participant 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 participant's program start date.
8. Emergency contact information must be provided to the AVSNC administration.
9. The participant understands that any applicable program application fees are non-refundable and must be paid at the time of registration.
10. The participant represents and warrants that he or she is at least eighteen (18) years of age.

### PROFESSIONAL CONSIDERATIONS FOR LICENSED PARTICIPANTS ONLY

11. The participant must either supply AVSNC with either a copy of his or her North Carolina license or arrange for a 60-day temporary permit to practice veterinary medicine in North Carolina from the North Carolina Veterinary Medical Board ("NCVMB"). AVSNC encourages the participant to start the temporary permit application two months prior to his or her scheduled training date. Without a North Carolina license on file, AVSNC cannot allow the participant to perform surgery on animals at the AVSNC campus. The participant understands that the decision to grant a temporary license is solely within the discretion of the NCVMB, and that AVSNC has no influence or control over this decision. AVSNC is not responsible for any consequences resulting from any delay, denial or inaction on the part of NCVMB.
12. The participant understands that it is his or her responsibility to determine whether his or her state's veterinary medical board accepts the continuing education credits provided by AVSNC. The participant understands that the decision to grant any continuing education credits is solely within the discretion of any applicable veterinary

medical board, and that AVSNC has no influence or control over this decision. AVSNC is not responsible for any consequences resulting from any delay, denial or inaction on the part of any veterinary medical board.

### **PROFESSIONAL CONSIDERATIONS FOR ALL PARTICIPANTS**

13. The participant acknowledges and agrees that controlled substances maintained by AVSNC in the course of AVSNC's business may not be handled or in any way accessed by any participant in the program.
14. The participant understands that due to the nature of AVSNC's business, patient availability can fluctuate due to forces beyond our control (such as inclement weather). That being said, AVSNC will always endeavor to provide participants with a steady patient flow, wherever possible, and the participant understands and agrees AVSNC will not be in breach of any implicit or explicit agreement with the participant if it is unable to provide expected patient flow.

### **PRACTICE REQUIREMENTS**

15. If the participant 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 participants, AVSNC may terminate the participant's participation in the training program.
16. Scrubs, scrub caps, and close-toed shoes must be worn in the surgical suite. The participant is responsible for obtaining the required attire at his or her own expense.
17. The participant understands that dangling jewelry, nose rings, and/or strong personal scents can be deleterious and/or dangerous to the learning environment, and the participant acknowledges and agrees that he or she shall not wear dangling jewelry, nose rings, and/or strong personal scents when participating in the training program.
18. The participant 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 participant shall follow the safety rules and/or regulations provided by such Third-Party Facility, whether provided in writing or orally.
19. Timeliness is imperative for program function. The routine participant experience is scheduled from 8:00 AM until 5:00 PM but may fluctuate. The participant is expected to be on time for all trainings.
20. The participant is responsible for providing his or her own transportation to and from the AVSNC facility.
21. The participant 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 participant understands and agrees that all patient interactions will be supervised by AVSNC staff.

### **ON-CAMPUS CONDUCT**

22. The participant is responsible for providing his or her own room and board, at his or her own cost, during the training program.
23. Reasonable wear and tear of AVSNC property is expected. The participant is responsible for excessive and unreasonable damage of AVSNC property, as determined by AVSNC in its sole discretion.
24. Firearms are prohibited on campus, including in all buildings and on the property.
25. Open flames (candle, incense, etc.) are prohibited on campus, including in all buildings and on the property.
26. Alcohol is prohibited on campus, including in all buildings and on the property. Smoking is allowed in designated locations outside of the building, and smoking debris must be disposed of properly in receptacles that have been provided.
27. Illegal activity of any kind is prohibited on campus, including in all buildings and on the property.

28. Neither AVSNC nor the ASPCA is responsible for any loss or damage to personal items that are brought by the participant to campus.

### **LIABILITY & INDEMNIFICATION**

29. Neither party to this Agreement shall hold the other party and/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 participant 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.
30. The participant 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 participant's activities under this Agreement.

### **MEDIA & FUNDRAISING CONSIDERATIONS**

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

### **MISCELLANEOUS**

33. The participant 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 participant'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 participant expressly acknowledges that this obligation to keep information confidential prohibits the participant 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).
34. AVSNC may terminate this Agreement, for any reason or for no reason, upon advance written notice to the participant.
35. The participant 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 participant understands that he or she is responsible for paying all fees and expenses associated with his or her participation in the program and that the participant 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 participant and AVSNC. The participant 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 participant understands and agrees that he or she has no expectation of employment AVSNC or the ASPCA following completion of the program.

36. 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.
37. 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.
38. Before the participant can participate in the Training Program, the participant must click a box that indicates that Agreement has been read and is agreed to. For purposes of this Agreement, a facsimile, affirmative check of the box indicating agreement, or other electronic version of the participant's signature, such as a .PDF, will be deemed an original signature.