

# Hoofcare Essentials Foundation Inc. Clinician Agreement

This Agreement is made and entered into by and between HOOFCARE ESSENTIALS FOUNDATION INC. ("Foundation"), a not-for-profit corporation with offices at 44 Dorchester B, West Palm Beach, FL 33417 and **Clinician Name**, an individual 18 years of age or older, ("Clinician").

Clinician and Foundation agree as follows:

## **I. General Agreement Details**

1. The Clinician agrees to provide the Foundation with:
  - a. A list of prepared topics, including a synopsis of each topic and the estimated duration of each presentation.
  - b. An up-to-date photo which can be used on promotional materials for events sponsored or supported by the Foundation.
  - c. A copy of a PowerPoint or Keynote of each presentation where the Foundation and Clinician agree that the Clinician will make a presentation or group of presentations, at a minimum of 30 days prior to the event. The purpose of the Foundation having a copy of each presentation is so that if the clinician's copy is lost or damaged, the Foundation will have a copy at the Host Facility.
2. The Foundation agrees to:
  - a. Share the Clinician's topic information with host of events so that they may suggest topics that they believe will be best suited for their location.
  - b. Promote the clinician's commitment, along with their topic(s) through social networks, including but not limited to, Facebook, Instagram, X (formerly known as Twitter), Foundation and host facility websites, etc.). (Social media language with short links and hashtags will be provided to Clinician by the Foundation prior to the event).
  - c. Provide the Clinician with presentation and handout templates and logos for any presentations and/or handouts Clinician may utilize in connection with their presentation(s).

## **II. General Terms and Conditions**

1. With respect to the Clinician's participation in the Event:
  - a. Clinician shall own the copyright in all materials provided for or created by Clinician at the Event except for materials specifically created solely for Foundation's use or materials incorporating Foundation's intellectual property. To the extent the Clinician provides their intellectual property to Foundation for use in the Event, Clinician grants Foundation a nonexclusive, worldwide, royalty free license to use, reproduce, and distribute the intellectual property in connection with the Event.

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- b. Clinician grants Foundation and its agents, licensees, members, and employees a royalty-free, perpetual license to publish, reproduce or otherwise use the Clinician's name, picture, likeness, comments, voice for any lawful purpose in all media in connection with the Event.
- c. Clinician is knowingly and voluntarily taking part in the activities for which their image is being captured and understands the associated requirements.
- d. Clinician releases and waives all claims, damages, losses, and expenses because of, or arising from, their participation.
- e. To the best of Clinician's knowledge, their presentation does not violate any proprietary or personal rights of others (including, but not limited to, any copyright, trademark, or privacy rights), is factually accurate, and contains nothing defamatory or otherwise unlawful or inappropriate.
- f. Clinician has obtained all necessary licenses and permissions for any third-party intellectual property including, but not limited to, music, video or other media shown as part of the Clinician's presentation.
- g. Clinician shall conduct themselves in a professional and civil manner and in accordance with the Foundation's Codes of Ethics (a copy is attached).
- h. Clinician agrees that no portion of the resulting media created at the Event, containing Clinician's name, biographical information, quotes, photographs, or recorded interviews needs to be submitted for any approval.
- i. If applicable, the Clinician may identify themselves as a representative of a manufacturer, distributor, or service provider of a farrier industry product or service. No part of their presentation may only promote the product(s) or service(s) they are representing.

**III. Non-Discrimination**

Foundation prohibits discrimination, harassment or bullying against any person because of age, ancestry, color, disability or handicap, national origin, race, religion, gender, sexual or affectional orientation, gender identity, appearance, matriculation, political affiliation, marital status, veteran status, or any other characteristic protected by law.

Foundation expects that the Clinician shall maintain an environment free of discrimination, including harassment, bullying, or retaliation when and wherever those individuals are conducting Foundation business or participating in Foundation events or activities.

**IV. Indemnification**

- a. Clinician shall indemnify, release, defend, and hold harmless Foundation, its directors, officers and employees from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses, including without limitation, reasonable

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attorneys' fees and costs, arising out of a third party claim, action, or proceeding, based directly or indirectly on any breach of Clinician's warranties contained herein or arising from or relating to Clinician's performance under this Agreement.

- b. Foundation shall indemnify, release, defend, and hold harmless the Clinician from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses, including without limitation, reasonable attorneys' fees and costs, arising out of a third party claim, action, or proceeding, based directly or indirectly on any breach of Foundation's warranties contained herein or arising from or relating to Foundation's performance under this Agreement.

**V. Compensation and Expenses**

- a. Travel – Foundation shall make travel arrangements for the Clinician and make payment for same. This shall include transportation to and from the closest airport to the Event site and place of lodging. Should the Clinician prefer to drive to the clinic, the Foundation will reimburse the Clinician at the current IRS mileage rate.
- b. Lodging – Foundation shall make lodging arrangement for the Clinician and make payment for same.
- c. Food – Foundation shall plan for either the Foundation or the Host Facility to cover the cost of food while the Clinician is at the Event.
- d. Day Fees for a One Day Clinic with one Clinician – Foundation shall pay to the Clinician, day fees using the following formula:

Travel Day from Clinician's home to Event:	\$250.00
Presentation Day:	\$1,000.00
Travel Day from Event to Clinician's home:	\$250.00

- e. Day Fees for a One Day Clinic with more than one Clinician – Foundation shall pay to each Clinician, day fees using the following formula:

Travel Day from Clinician's home to Event:	\$250.00
Presentation Day:	\$750.00
Travel Day from Event to Clinician's home:	\$250.00

**VI. Cancellation and Force Majeure**

- a. Clinician agrees to notify Foundation's Administrator immediately if an emergency should prevent him/her from meeting his/her obligation as a Clinician. Any substitution of a new Clinician shall require Foundation's written consent.
- b. Should the Clinician cancel for an unacceptable reason in the eyes of the Foundation, the Clinician shall be held responsible for the cost of any amount pre-paid by the

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Foundation (e.g., plane ticket). Said amount shall be deducted from any future event payment for this Clinician.

- c. None of the parties shall be liable to the other party for any delay or failure to perform arising out of causes beyond its reasonable control, including, but not limited to, government authority, riots, epidemics, unusually severe weather, fire, floods, war, terrorism, embargoes, labor disputes or strikes.

**VII. Signatures**

- a. The Clinician understands that his/her invitation to participate can be revoked at Foundation's sole discretion if the Clinician fails to comply with any of the above obligations.
- b. Clinician acknowledges that they have read and understand this document and what it means with respect to their participation. Clinician warrants, represents, and agrees that they have the full power and authority to enter into this agreement; and has obtained all necessary permissions or licenses from any necessary individuals or Foundations prior to the Clinician's presentation.

**CLINICIAN:**

Signature:	
Name:	
Address:	
City, State, Zip:	
Phone:	
Email:	

**FOUNDATION:**

Signature:	
Name:	
Address:	44 Dorchester B
City, State, Zip:	West Palm Beach, FL 33417
Phone:	561-914-8278
Email:	<a href="mailto:hoofcareessentials@gmail.com">hoofcareessentials@gmail.com</a>

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## **CODES OF ETHICS AND WHISTLEBLOWER POLICY**

### Section 1 – Purpose

Hoofcare Essentials Foundation Inc. requires and encourages directors, officers, and employees to observe and practice high standards of business and personal ethics in the conduct of their duties and responsibilities. The employees and representatives of the corporation must practice honesty and integrity in fulfilling their responsibilities and comply with all applicable laws and regulations. It is the intent of Hoofcare Essentials Foundation Inc. to adhere to all laws and regulations that apply to the corporation and the purpose of this policy is to support the corporation's goal of legal compliance. The support of all corporate staff is necessary to achieving compliance with various laws and regulations.

### Section 2 – Reporting Violations

If any director, officer, staff, or employee reasonably believes that some policy, practice, or activity of Hoofcare Essentials Foundation Inc. is in violation of law, a written complaint must be filed by that person with the Board Chairperson or Vice-Chairperson.

### Section 3 – Acting in Good Faith

Anyone filing a complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false shall be subject to civil and criminal review.

### Section 4 – Retaliation

Said person is protected from retaliation only if she/he brings the alleged unlawful activity, policy, or practice to the attention of Hoofcare Essentials Foundation Inc. and provides the Hoofcare Essentials Foundation Inc. with a reasonable opportunity to investigate and correct the alleged unlawful activity. The protection described below is only available to individuals that comply with this requirement. Hoofcare Essentials Foundation Inc. shall not retaliate against any director, officer, staff, or employee who in good faith, has made a protest or raised a complaint against some practice of Hoofcare Essentials Foundation Inc. or of another individual or entity with whom Hoofcare Essentials Foundation Inc. has a business relationship, on the basis of a reasonable belief that the practice is in violation of law, or a clear mandate of public policy. Hoofcare Essentials Foundation Inc. shall not retaliate against any director, officer, staff or employee who disclose or threaten to disclose to a supervisor or a public body, any activity, policy, or practice of Hoofcare Essentials Foundation Inc. that the individual reasonably believes is in violation of a law, or a rule, or regulation mandated pursuant to law or is in violation of a clear mandate of public policy concerning the health, safety, welfare, or protection of the environment.

### Section 5 – Confidentiality

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations shall be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

### Section 6 – Handling of Reported Violations

The Board Chairperson or Vice-Chairperson shall notify the sender and acknowledge receipt of the reported violation or suspected violation within five business days. All reports shall be promptly investigated by the Board and its appointed committee and appropriate corrective action shall be taken if warranted by the investigation. This policy shall be made available to all directors, officers, staffs or employees and they shall have the opportunity to ask questions about the policy.

*As of October 16, 2023*