

# AvMentor

## Terms and Conditions

### Acceptance of Terms

The terms and conditions outlined in this document; which include Avkin's Privacy Statement, and by using Avkin's Educational Services, you accept and agree to be bound by the terms and provisions outlined in this agreement. In addition, you will be subject to posted guidelines or rules applicable to Avkin's Educational Services.

### Privacy Policy

Avkin may ask for information that identifies you as an individual. It is Avkin Inc.'s policy to respect and protect your privacy. To see the ways that Avkin may collect, store, use and disclose your information, please visit the privacy policy linked [here](#).

### Payment Terms

Avkin may charge for Educational Services, and Avkin reserves the right to at any time change the amount charged for our Educational Services. Purchasers of Avkin's Educational Services are subject to the following payment terms:

- a) Payment is due in full upon receipt of the purchase order. No services will be rendered by Avkin until payment is received in full.
- b) Term of services: All services within this contract must be started within six months of the purchase order being received. Requests for extensions will incur additional administrative costs.
- c) Term of services: Once started, all services within this contract must be completed within 15 months of purchase. Requests for extensions will incur additional administrative costs.
- d) All services are designed for attendees from a single institution who work together at a single location.
- e) There is a required 48-hour notice for any scheduling changes to the Program Integration meeting or the monthly mentorship meetings. If 48-hour notice of a change is not provided, it will result in an additional hour of administrative time or a loss of one month of AvMentoring services.
- f) In the event more time is needed for program management, a prorated invoice will be issued to ensure the completion of the AvMentor program. Additional scheduling will not move forward until the prorated invoice has been paid in full. Lack of payment will result in the forfeiture of Avkin's educational services.

## Program Integration Meeting Terms

All scheduling and meeting requirements must be completed as listed below. ***Failure to complete items as outlined below will result in the contract being voided without a refund.***

- a) The program integration meeting is **mandatory** and must be scheduled within **four weeks** of purchase. Scheduling for AvMentor cannot be initiated until the Program Integration meeting is complete.
- b) Prior to the Program Integration meeting:
  - i) Purchasing institution must provide the names, titles, and contact info of all faculty and staff attending the program integration meeting two weeks before the scheduled meeting.
  - ii) All attendees must complete any surveys and review any information provided by Avkin prior to the program integration meeting.
- c) The following will be established during the program integration meeting
  - i) \*Institutional Liaison- must be empowered to make scheduling and personnel decisions
  - ii) Programmatic objectives and agenda
  - iii) Discussion of appropriate faculty and staff to participate in AvMentor.
  - iv) Discussion of workload allocation
  - v) Detailed scheduling plan for AvMentor
- d) The program integration team will communicate all information through **the Institutional Liaison** established during the program integration meeting. Institutions have greater success in scheduling and coordinating events when the person holding the greatest knowledge of your institution's schedule, process, and programs is the Institutional Liaison.
- e) Other faculty and staff are encouraged to attend the program integration meeting but they will need to receive the meeting information from the Institutional Liaison.

\*AvMentors recommends that the Institutional Liaison serves as your Director of Simulation/Simulation Coordinator or equivalent.

## Terms of Use

### Scheduling Terms

- a) **All AvMentor dates must be determined within six months of purchase, and after starting, the entire program must be completed within 15 months, or remaining AvMentor services will be voided.**
- b) Prior to any AvMentor meeting:
  - i) It is imperative that all attendees complete any surveys, complete any assignments, and review any information provided prior to the next scheduled AvMentor meeting.
  - ii) In order to ensure the most customized meeting, please send questions/topics for discussion during the AvMentor debrief time at least 5 business days in advance of the next scheduled meeting with your

AvMentor. All questions should be emailed to the Program Integration Specialist who handled your program integration.

- c) There are times the customer may request a meeting with experts within the network of your AvMentors. If the Avkin Team arranges this meeting, that meeting will serve as a replacement for one of the scheduled monthly meetings.
- d) In the event that the AvMentor's schedule is full, the customer will be scheduled for the next available AvMentor slot. In the event of a delay in services due to limited Avkin availability, the customer will not have that delay counted against their 6-month allotted time (see section a).

#### AvMentor Meeting Times Terms

- a) All AvMentor meetings and communication are available from 9:00 am-5:00 pm EST; all exceptions to that time will need to be approved prior to the purchase order being issued.

#### Recording Meetings Terms

- a) At the customer's request, the AvMentor can record the meeting. A completed and signed Avkin non-disclosure agreement will be required prior to sharing the recording link.
- b) Avkin will send the customer a limited access Zoom link with a one-month expiration so they may review the meeting.

### Disclaimer of Liability

To the extent not prohibited by applicable law, Avkin's educational services (AvMentor) will not be liable for incidental, indirect, consequential, or punitive damages of any kind. Although Avkin strives to provide service between the hours specified, we do not guarantee that the requested times will be granted due to the nature of the service.

### Intellectual Property Rights

Avkin exclusively owns all rights in any and all derivative works, copies, improvements, patents, registrations, claims, or other embodiments of ownership or control arising or resulting from an item of assigned Intellectual Property everywhere such may arise throughout the world. The decision whether or not to commercialize or market any Intellectual Property is within Avkin's sole discretion and for Avkin's sole benefit, and no royalty will be due as a result of Avkin's efforts to commercialize or market any such Intellectual Property. Utilization of Avkin's educational services permits your agreement to waive and covenants not to assert any moral rights, droits morale, or comparable claims to rights concerning attribution, control, or modification, of an assigned item of Intellectual Property.