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**Mentorship Program Agreement - MENTOR**

THIS AGREEMENT (hereinafter referred to as the “**Agreement**”) is made as of (the “**Effective Date**”) by and between the Homeopathic Nurses Association (hereinafter referred to as “**HNA**”) and XXX (hereinafter referred to as “**Mentor**”).

**RECITAL**

HNA and Mentor desire to enter into this Agreement to further define each party’s rights and responsibilities, and to set forth the services to be provided by Mentor with respect to the Mentorship Program created by the HNA.

1. Mentor Responsibilities. Mentor shall provide those services set forth on Exhibit "A" attached to this Agreement (the “**Services**”).
2. Term. The term of this Agreement shall be one year from the later to occur of the Effective Date of this Agreement and the payment by Mentor to HNA of the required Annual Fee.
3. Termination. Either party shall be permitted to terminate this Agreement upon ten(10) days written notice to the other party. If this Agreement is terminated there shall be no further obligations from either party.
4. Fees. The Mentor agrees to pay HNA an annual fee of $100.00 (the “**Annual Fee**”) in order for the Mentor to have access to the HNA Mentorship Program.
5. Expenses. Mentor will be responsible for any expenses incurred while providing the services required under this Agreement.
6. Relationship. For all purposes under the terms of this Agreement, the Mentor shall be an independent contractor, and not a voting officer or employee of HNA. It is agreed that the Mentor assumes all responsibility for the following:
   1. Payment of all Federal, State, or Local taxes and all withholding and accounting therefore;
   2. Workers’ compensation or other insurance;
   3. Other expenses, including payment of any union dues, and such other expenses as are required by law.

Mentor agrees to indemnify and hold HNA harmless from such expenses and liabilities. In performance of the Services hereunder, Mentor shall determine his/her necessary hours of work. Mentor shall provide whatever tools, equipment, vehicles and supplies the Mentor may determine to be necessary in performance of the Services hereunder. Mentor may establish offices as he/she may determine to be necessary for the performance of the Services hereunder, and shall be responsible for all expenses of operation of said office, including expenses incurred in hiring employees and assistants to the Mentor. Mentor shall receive payment for the Services directly from the Mentee. HNA will not be responsible for any failure of Mentee to pay Mentor for the Services provided. HNA does not make any representation or warranty with respect to the success of the relationship between Mentor and Mentee or the qualifications of Mentee from either a financial or educational perspective.

1. Control of Work. The conduct and control of work under this Agreement lies solely with the Mentor, and HNA is interested only in the final results to be achieved between Mentor and Mentee. HNA shall be permitted to retain other mentors to perform the same of similar Services to those performed by Mentor, and the Mentor shall be permitted to provide services to other parties, subject to the Mentor’s obligation to complete the Services required by this Agreement.
2. Reports. Mentor shall provide such interim written reports concerning the performance of the Services and research under this Agreement as HNA may request in writing.
3. Ownership of Work Product. Reports, drawings and other work products produced by the Mentor specific to the Services rendered under this Agreement shall be the sole property of HNA. All documents and materials previously developed and/or copyrighted by the Mentor and used for work under this Agreement shall remain the intellectual property of the Mentor. Mentor shall not release such work product or other information obtained or produced pursuant to this Agreement without the prior written consent of HNA.
4. Nondiscrimination. Each party to this Agreement shall not discriminate against any individual on the basis of age, race, religion, creed, sex, national origin, handicap, disability, sexual orientation or veteran status.
5. Indemnification. Each party to this Agreement shall indemnify and hold harmless the other party and its affiliated corporations and entities, and its directors, trustees officers, agents and employees, against any and all damages, losses, costs and expenses (including reasonable attorneys’ fees) incurred in connection with claims or demands for injury or damage arising from or caused by the indemnifying party’s negligent or willful acts or failure to act or the negligent or willful acts or failure to act of its directors, trustees, officers, agents and employees in connection with the subject matter of this Agreement.
6. Default. Failure by the Mentor to perform as specifically provided herein shall be an event of default permitting HNA to pursue all remedies affordable by law or in equity, including termination of this Agreement.
7. Assignment. Mentor shall not assign this Agreement without the prior written consent of HNA.
8. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement may not be modified or amended except by written instrument signed by both parties. This Agreement shall be governed by the laws of the State of Tennessee, the courts of which shall have jurisdiction over its subject matter.
9. Authority to Execute Agreement. The individual signing below on behalf of the Mentor hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of the Mentor and that this Agreement is binding upon the Mentor in accordance with its terms.

{Signatures on Following Page(s)}

**WHEREFORE,** the parties have executed this Agreement the date set forth above.

**Homeopathic Nurses Association**

Signed:

Name:

Title:

**Mentor**

Signed:

Name:

Title:

**Mentorship Program Agreement**

**EXHIBIT A**

Upon acceptance into the HNA Mentorship Program, the Mentor must:

1. Successfully complete the HNA Mentor Orientation and any HNA Mentor Refresher as offered.
2. Sign the Mentor Agreement and submit it with the Annual Fee of $100 to the HNA Treasurer. The Annual Fee gives the Mentor the opportunity to be listed in the Mentor Directory (a public page on the HNA website) and offer and provide mentor services to HNA members.
3. Provide a photo, contact information, and descriptive bio for the HNA Mentor Directory to include education, experience, and description of style of mentoring/teaching.
4. When contacted by mentees, determine their membership status. If a non-member, and mentor services are provided these services would not be under the auspices of HNA. It is requested however, that Mentors do encourage non-member mentees to join HNA.
5. Have the HNA member mentee sign the Mentee Agreement before Mentor sessions begin and submit it to the HNA Mentorship Program Committee.
6. Provide mentor services. Mentors may agree to take or decline their assignments at any point during the acceptance or provision of mentoring services.
7. Complete the required Mentorship Program HNA Member Mentee Engagement Record and Program evaluations, and send them, in a timely fashion, to the HNA Mentorship Program Committee.
8. At the end of services, provide HNA member mentees with a Mentorship Program Evaluation for their submission to the HNA Mentorship Program Committee.