AGREEMENT

Agreement this _____day of _____ 2023 between _____("Mentor") and the Kenneth Gottesfeld Charles Hohler Memorial Foundation ("GOHO Foundation.)

Whereas, Grantor is an organization which has been determined to be exempt under Section 501(c)(3) of the Internal Revenue Code and which has a purpose of supporting research and education in diagnostic OB/GYN Ultrasound

Whereas, the GoHo Foundation wishes to make a grant to ______("Mentee") in support of their living and travel expenses in connection with their participation in a mentored fellowship in diagnostic OB/GYN ultrasound known as the Benacerraf Visiting Ultrasound Fellowship (the "Mentored Fellowship");

Whereas, Mentor is experienced in diagnostic OB/GYN ultrasound and interested in providing ultrasound mentorship to physicians dedicated to the highest quality imaging in women's health care; and,

Whereas, Mentor is willing to host a Mentee during their participation in the Mentored Fellowship.

Now therefore, in consideration of the premises and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Mentor represents that he/she or they is fully licensed to practice medicine and experienced in the field of diagnostic OB/GYN ultrasound and able to host and train Mentee in clinical ultrasound as set forth in Exhibit A.
- 2. The Mentored Fellowship will take place between _____ 202X and 202X
- 3. Mentor has agreed to provide or oversee Mentee's clinical training over a period of $\underline{x} \underline{y}$ weeks, as described in attached Exhibit A.
- 4. Mentor will communicate to the GoHo Foundation if Mentor or the Mentee is unable to or does not complete the Mentored Fellowship during the time period listed above.
- 5. Neither Mentor nor the GoHo Foundation is an employee, employer, contractor, legal agent or legal representative of the other party and this Agreement shall not be deemed to create any relationship of employment, partnership, joint venture, or other agency between the powers parties hereto.
- 6. Mentor agrees to release and indemnify the GoHo Foundation from any liability or claim of any manner stemming from Mentor's supervision of Mentee.
- 7. If Mentee performs activities that would customarily be covered by professional liability (medical malpractice) either (i) such activities will be fully covered by Mentor's professional liability insurance or (ii) Mentee will provide Mentor with proof of other satisfactory professional liability insurance.
- 8. The GoHo Foundation may publicize Mentor's participation in the Supervised Fellowship.

- 9. This Agreement shall be binding and conclusive on the parties and their respective successors and interests and assigns.
- 10. This Agreement constitutes the entire agreement between Mentor and the GoHo Foundation and may only be modified by written agreement of both parties.
- 11. This Agreement may be executed in counterparts. All executed counterparts shall constitute one instrument. Any counterpart that has attached to its separate signature pages, which contained the signatures of all persons signing this agreement, shall for all purposes be deemed a fully executed instrument.
- 12. The Agreement will be construed and governed by the laws of the state of Connecticut.

Executed by and on behalf of mentor and the GoHo Foundation as follows:

MENTOR: By:	GOHO FOUNDATION By:_
Dated:	Dated

EXHIBIT A

DESCRIPTION OF SUPERVISED MENTORSHIP