

**INSTRUCTION
CONTRACT**

This Agreement is made by and between, Marian Benes (hereinafter referred to as "the CONTRACTOR") having a principal place of business at Svabinskeho 329/44, 14900 Praha-Chodov, Czech Republic, and NORTH CAROLINA STATE UNIVERSITY c/o College of Design Campus Box 7701 Brooks Hall, 50 Pullen Rd, Raleigh, North Carolina 27695-7701, (hereinafter referred to as UNIVERSITY).

The UNIVERSITY and the CONTRACTOR have agreed that the CONTRACTOR will perform certain services for the UNIVERSITY. UNIVERSITY and CONTRACTOR desire to put the terms of their agreement in writing, so in consideration of the mutual promises to each other, and any sums to be paid, the UNIVERSITY and the CONTRACTOR agree as follows:

1. The CONTRACTOR will co-teach during the **2010 spring session ADN 480 Digital Photography International Studio** offered at the Prague Institute, Czech Republic on Thursday mornings from 9-12-am.
2. The UNIVERSITY agrees to utilize the CONTRACTOR for the duties described in Paragraph 1 and agrees to use its best efforts to reimburse for said duties.
3. The CONTRACTOR is an independent contractor and not a full-time employee of UNIVERSITY. Therefore, (a) the CONTRACTOR is not entitled to participate in any benefits, plans, arrangements, or distributions by the UNIVERSITY pertaining to or connected with any qualified pension plan or any other health or welfare plan with similar benefits for employees; (b) the CONTRACTOR is responsible for the payment of any taxes due on any payment received by him/her under this Contract; (c) the CONTRACTOR is responsible for expenses related to any injury or malady occurring to him/her arising out of the performance of this Contract; (d) the CONTRACTOR is not an agent of UNIVERSITY and shall not hold himself/herself out to the public as such; and (e) work proposed to be performed under this contract by the CONTRACTOR shall not be subcontracted without prior written approval of the UNIVERSITY.
4. The CONTRACTOR agrees to indemnify and hold harmless UNIVERSITY, its trustees, employees, and agents against any liability arising from his/her performance of this Contract and/or from any breach of the Contract. Such indemnity shall include, but shall not be limited to costs arising from any litigation.
5. Each party represents and warrants to the other party that it has full right and power to enter into this Contract.
6. This Contract shall be effective from the **2nd day of February, 2010 to the 24th day of April, 2010**. UNIVERSITY may terminate this agreement at any time, with no further obligation