

INSTRUCTION CONTRACT

This Agreement is made by and between, Marketa Jureckova, (hereinafter referred to as "the CONTR ACTOR") having a principal place of business at Malatova 13, Prague 5, Czech Republic, and NORTH CAROLINA STATE UNIVERSITY c/o College of Design Campus Box 7701, 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 use his/her best efforts to co-teach ARC 590 (3 Credits) Seminar class, meeting 09:00-12:00pm T.
2. The UNIVERSITY agrees to utilize the CONTRACTOR for the duties described in Paragraph 1 and agrees to use its best efforts to reimburse him 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 16th day of September, 2010 to the 12th day of December, 2010. UNIVERSITY may terminate this agreement at any time, with no further obligation to the CONTRACTOR, by giving seven (7) days written notice of termination to the