

STATE OF NORTH CAROLINA

WAKE COUNTY

9/99

Rev: 3/07

INSTRUCTION CONTRACT

This Agreement is made by and between, Jirina Pivonkova (hereinafter referred to as "the CONTRACTOR") having a principal place of business at Rybalkova 10, 12000 Prague 2, 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 teach during the **2011 spring semester ADN 490: Fashion and Costume Design Studio (6 Credits)** meeting from 13:30-14:30pm M, and 9:00am-12:00pm W and TH. offered at the Prague Institute, Czech Republic.
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 **10th of February, 2011 to the 5th day of May, 2011**. 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 CONTRACTOR, mailed to the CONTRACTOR's address set forth above or by fax to the CONTRACTOR.

7. Upon fourteen (14) days written notice to University, CONTRACTOR may terminate this Contract, or CONTRACTOR may terminate if UNIVERSITY is in breach of any of its responsibilities defined in this Contract.

8. Neither UNIVERSITY nor CONTRACTOR shall be liable for any failure to perform as required by this Contract if the failure is caused by any reason beyond the party's control, such as, accidents, failure of any required governmental approval, civil disorders, acts of war, acts of God, energy or other conservation measures, failure of utilities, serious illness or similar occurrences.

9. The CONTRACTOR will receive a total of **\$3000** total dollars as compensation for the successful completion of the services described in paragraph 1. Payment shall be made by bank wire transfer and 1st payment of \$1500 shall be due **by March 10, 2011 and second payment of \$1500 due by May 5, 2011.**

10. It is understood and agreed between UNIVERSITY and the CONTRACTOR that payment of compensation specified in this Contract is dependent upon and subject to the allocation of funds for the purpose set forth in this Contract and/or the registration of sufficient numbers of students for any course to be taught. At this time, it is believed that appropriate funds have been allocated and/or that sufficient numbers will register to compensate the CONTRACTOR for the fees described in Paragraph 9.

11. The parties agree that the place of this Contract, its situs and forum (regardless of the place of actual contract performance), is Wake County, North Carolina, and that any matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of this Agreement, shall be determined in said County and State and in accordance with the substantive law of North Carolina.

12. This Contract and the Appendices specifically described in this Contract represent the entire agreement between UNIVERSITY and CONTRACTOR as to the subject matter of this Contract and supersede all prior oral or written statements or agreements.

13. It is the responsibility of the employing organization or individual CONTRACTOR to ensure that anyone who is eligible for payment for services or honorarium possesses the appropriate visa which allows payment under United States law.

14. This Contract may be amended only by written amendments signed by the CONTRACTOR and UNIVERSITY.

15. **ACCESS TO PERSONS AND RECORDS:** The State or university auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7.

16. PERSONAL IDENTIFIERS: If the UNIVERSITY provides the CONTRACTOR with personal identifiers as listed in North Carolina General Statute 131-1.10 or any other legally confidential information, CONTRACTOR hereby certifies that, pursuant to NCGS 132-1.10, collection of social security number information or other legally confidential information from UNIVERSITY is necessary for the performance of CONTRACTOR duties and responsibilities on behalf of the UNIVERSITY. CONTRACTOR further certifies that it shall maintain the confidential and exempt status of any such social security number information, as required by subsection (c)(1) of the statute.

IN WITNESS THEREOF, the parties have executed this agreement in duplicate originals, one of which is retained by each of the parties, effective the 10th of February, 2011.

CONTRACTOR

NORTH CAROLINA STATE UNIVERSITY
c/o Prague Institute

Recommended by: Dana Bartelt

Name: Jirina Pivonkova
ICO 76611752

Project Coordinator

Date: _____

J. Pivonkova
Date: 10.2.2011