

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 shall be due a first payment of **\$1500 by March 10, 2011 and second and final payment of \$1500 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.