

Marian Benes

February 11, 2014

Svabinskeho 329/44

14900 Praha-Chodov Czech Republic

Invoice1 Spring 2014

Co-teach ADN 480, Digital Photography International Studio from January 14, 2014 through April 13, 2014 at the Prague Institute, Czech, Republic. Requesting payment of \$1,600.00 per NCSU contract control 25770.

Payment is due upon receipt of invoice.

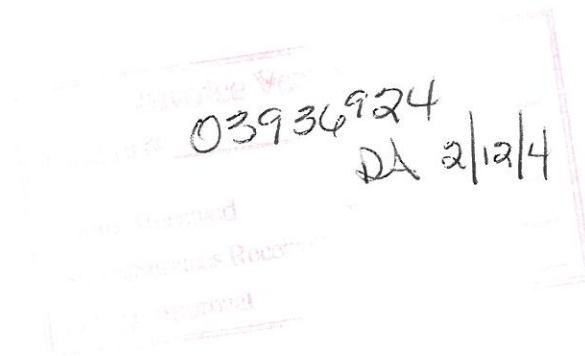
Bank: Reiffaisen Bank

Account#: 1502014001/5500

Name on account: Marian Benes

IBAN: CZ85 5500 0000 0015 0201 4001

Swift code: RZBCCZPP



STATE OF NORTH CAROLINA
WAKE COUNTY

INSTRUCTOR CONTRACT

This Agreement is made by and between, Marian Benes, having a principal address at Svabinskeho 329/44, 14900 Praha-Chodov, Czech Republic (hereinafter referred to as "INSTRUCTOR"), and NORTH CAROLINA STATE UNIVERSITY, on behalf of its College of Design, Raleigh, North Carolina 27695, (hereinafter referred to as "NC STATE").

NC STATE and INSTRUCTOR have agreed that the INSTRUCTOR will perform certain services for NC STATE. NC STATE and INSTRUCTOR 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 NC STATE and the INSTRUCTOR agree as follows:

1. INSTRUCTOR shall prepare and be responsible for the following: co-teach ADN 480 Digital Photography International Studio during the Spring Semester 2014.

2. This Contract is contingent upon completion of a background check and verification of academic and professional credentials.

3. INSTRUCTOR is subject to and agrees to abide by the policies and regulations of NC STATE and the UNC Code as adopted and periodically revised or amended. NC State's policies, regulations, and rules, and the UNC Code, may currently be found online at <http://policies.ncsu.edu/> and <http://www.northcarolina.edu/policy/index.php>

4. INSTRUCTOR is an independent contractor and not an employee of NC STATE. Therefore, (a) INSTRUCTOR is not entitled to participate in any benefits, plans, arrangements, or distributions by NC STATE pertaining to or connected with any qualified pension plan or any other health or welfare plan with similar benefits for employees; (b) INSTRUCTOR is responsible for the payment of any taxes due on any payment received by him/her under this Contract; (c) INSTRUCTOR is responsible for expenses related to any injury or malady occurring to him/her arising out of the performance of this Contract; (d) INSTRUCTOR is not an agent of NC STATE and shall not hold himself/herself out to the public as such.

5. INSTRUCTOR will be designated as a "no-pay employee" within NC STATE's Human Resources System. This NC STATE designation is unsalaried and is not subject to wages, fringe benefits or other terms and conditions associated with paid employment at NC STATE. This designation is only for purposes of listing INSTRUCTOR as the "instructor of record" for a class, thereby allowing INSTRUCTOR to have access to NC STATE's computer system for specific class purposes. This designation shall not affect INSTRUCTOR's independent contractor status.

6. INSTRUCTOR shall indemnify and hold harmless NC STATE, 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. INSTRUCTOR shall pay for any and all damage to the property of NC STATE caused by the performance of his or her duties under this Contract.

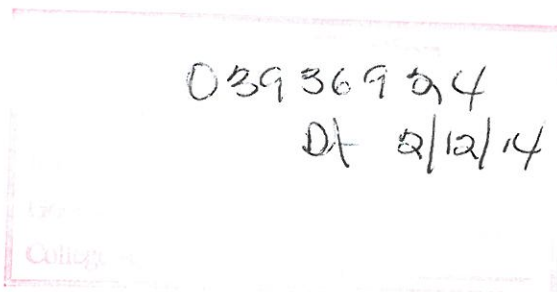
7. Each party represents and warrants to the other party that it has full right and power to enter into this Contract.

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8. This Contract shall be effective from the 14th day of January, 2014 to the 13th day of April, 2014. NC STATE may terminate this agreement at any time, with no further obligation to the Instructor, by giving fourteen (14) days written notice of termination to INSTRUCTOR. INSTRUCTOR may terminate this Contract, upon fourteen days written notice to NC STATE, if NC STATE is in breach of any of its responsibilities defined in this Contract. In the event of early termination, INSTRUCTOR shall be paid for services rendered up to the date of termination, less any payments previously made. In the event of termination, any payments made by NC STATE for which INSTRUCTOR has not rendered services shall be refunded. Notwithstanding the foregoing, in no event will the total amount due to INSTRUCTOR exceed the total amount due to INSTRUCTOR under this Contract.
9. Neither NC STATE nor INSTRUCTOR 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.
10. INSTRUCTOR will receive \$3,200 (U.S. Dollars) for the successful completion of the services described in paragraph 1 provided to NC STATE. INSTRUCTOR will receive two equal payments of \$1,600 due 26 February 2014 and 13 April 2014 respectively.
11. The parties to this Contract agree and understand that the continuation of this Contract is dependent upon and subject to the appropriation, allocation or availability of funds for the purpose set for in this Contract and/or the registration of sufficient number of students for any course to be taught. The parties to this Contract also agree that in the event NC STATE, or that body responsible for the appropriation of said funds, in its sole discretion, determines in view of its total operations that available funding for the payment of the costs for this Contract is insufficient to continue, it may choose to terminate this Contract by giving INSTRUCTOR written notice of said termination, and this CONTRACT shall terminate immediately without any further liability to NC STATE. At this time, it is believed that appropriate funds have been allocated and/or that sufficient numbers will register to compensate INSTRUCTOR for the amount described in Paragraph 10.
12. 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 of said State and in accordance with the substantive law of North Carolina.
13. This Contract and any Appendices specifically described in this Contract represent the entire agreement between NC STATE and INSTRUCTOR as to the subject matter of this Contract and supersede all prior oral or written statements or agreements.
14. It is the responsibility of INSTRUCTOR to ensure that he/she is in possession of the appropriate visa, where applicable, which allows payment under United States law.
15. This Contract may be amended only by written amendments signed by INSTRUCTOR and NC STATE.

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16. The State or NC STATE 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 North Carolina General Statute §147-64.7 and Session Law 2010-194, Section 21.

17. NC State has determined that INSTRUCTOR is a school official with a legitimate educational interest under the Family Educational Rights and Privacy Act ("FERPA"). If NC STATE provides the INSTRUCTOR with "personally identifiable information" from a student's education record as defined by FERPA, 34 CFR §99.3, INSTRUCTOR hereby certifies that collection of this information from NC STATE is necessary for the performance of INSTRUCTOR's duties and responsibilities on behalf of NC STATE under this Contract. INSTRUCTOR further certifies that it shall maintain the confidential status of education records in their custody, and that it shall not re-disclose personally identifiable information as directed by FERPA. Failure to abide by legally applicable security measures and disclosure restrictions may result in the interruption, suspension and/or termination of the relationship with INSTRUCTOR for a period of at least five (5) years from date of violation. If INSTRUCTOR experiences a security breach relating to this information or if INSTRUCTOR re-discloses the information, INSTRUCTOR shall immediately notify NC STATE.

IN WITNESS THEREOF, the parties have executed this agreement in duplicate originals, one of which is retained by each of the parties, effective the ____ day of _____, 20__.

INSTRUCTOR



Name: Marian Benes

Title: _____

Date: 12/16 2013

SOLE SOURCE JUSTIFICATION: Individual is uniquely qualified to fulfill responsibilities listed in item 1.

Dana Bartelt, Director, Prague Institute

Dana Bartelt 11.11.13

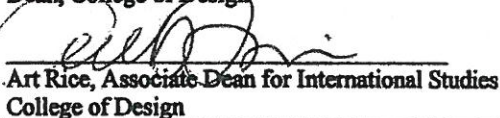
NORTH CAROLINA STATE UNIVERSITY College of Design



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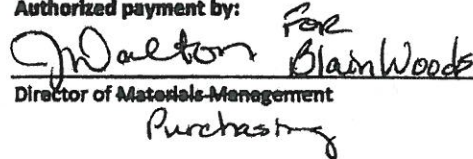
Marvin J. Malecha, FAIA, DPACSA
Dean, College of Design

Date


Art Rice, Associate Dean for International Studies
College of Design

Nov 12/2013
Date

Authorized payment by:


Assistant Director of Materials Management
Purchasing

11/20/13
Date

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