

STATE OF NORTH CAROLINA

WAKE COUNTY

**NC STATE COLLEGE OF VETERINARY MEDICINE  
PROGRAM AGREEMENT**

This Agreement is between NC State University (“NC STATE”), for its College of Veterinary Medicine (“CVM”) and the Organization named below. Organizations that sponsor Programs provide programmatic support and assume financial liability as described below:

Name of Program: \_\_\_\_\_

Date(s) of Program: \_\_\_\_\_

Name of Program Director: \_\_\_\_\_

Name of Organization: \_\_\_\_\_

Mailing Address of Organization: \_\_\_\_\_

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**PROFESSIONAL TRAINING PROGRAMS:** The Continuing Education Office of the CVM contracts with the Organization for the purpose of organizing and managing the logistics of their training and continuing education programs. A CVM faculty member must be associated with and on the organizing committee of the Organization with respect to the Program.

1. Within 10 days after this Agreement is fully signed, the Organization must pay a deposit of \$2,000 (made payable to NC STATE) for initial startup costs (communicating and confirming with speakers, brochure design, printing and mailing) for the Program. If the Program incurs a negative balance (i.e., NC STATE’s costs for the Program exceed its receipts), all or part of the deposit will be retained by NC STATE to compensate the deficit. If the Program has a positive balance (i.e., NC STATE’s receipts for the Program exceed its costs), the deposit will be returned to the Organization. The Administrative Fee (described below) is not deducted from the deposit. NC STATE’s rights and obligations regarding the Deposit are in addition to its rights to recover any deficits under Paragraph 8, below.
2. NC STATE is entitled to receive and will retain fifteen percent (15%) of gross revenue from registration fees, sponsorships and grants.
3. The CVM faculty member associated with the Organization’s Program, along with the Organization’s Program chair/committee, must review Program content and objectives to ensure that it is consistent with NC STATE’s land-grant mission.

4. A minimum notice of nine (9) months is required to formulate a tentative working agreement and lead-time for Program development. Programs offered for the first time or those with special needs may require additional time.
5. The CVM is responsible for Program Management: Establishing a time frame for Program development and Program promotion, providing Program coordination and implementation. CVM will also be responsible for receiving and depositing monies and processing of invoices related to the Program. A proposed budget will be developed by the CVM to determine the per student registration fee based on projected revenue and expenses. Should the revenue from registration fees not cover the projected expenses, the Program may be cancelled, at NC STATE's sole discretion, as set out in Paragraph 10 below.

The CVM is responsible for all administrative aspects of the Program with responsibility for compliance with State and NC STATE regulations and audit requirements. Because of the importance of an accurate exchange of information, a single point of contact is required, which must be the CVM faculty member on the Organization's planning committee.

6. All monies, including registration fees and/or sponsorship monies received from companies/organizations/associations with respect to the Program will be deposited into a NC STATE designated account. Checks must be made payable to NC STATE.
7. CVM faculty is compensated \$200 per hour via supplemental pay for lectures and \$125 for labs.

External speakers shall be compensated at an amount of pay determined by the Program committee will be via an invoice initiated and processed through the CVM.

8. Any revenue remaining after all Program expenses, including but not limited to the NC STATE administrative fee, have been paid, will be returned to the Organization following submission of an invoice from the Organization.

If program expenses exceed revenue, NC STATE will invoice the Organization for the difference and payment will be due in 30 days.

9. The accounting and closeout process for Programs is usually completed between three (3) and six (6) months after the Program ends. The process follows NC STATE's policies and procedures for issuing and payment of invoices. CVM will provide the Program chair a financial summary for the Program.
10. The CVM may cancel any Program that has projected deficits. Any sponsorship monies that remain after satisfying obligations to the sponsors, less the CVM's administrative fee and/or any expenses charged to the Program by other vendors as a result of the cancellation will be refunded to the Organization.

11. Notice of cancellation must be received in writing no less than (30) days prior to the Program. If the Program is cancelled by the Organization, CVM will pay remaining expenses from monies remaining from the deposit. Should the balance from the deposit not cover outstanding expenses, CVM will invoice the Organization for the remaining expenses, including non-cancelable commitments, incurred at the time of the cancellation, plus an administrative fee equal to twenty percent (20%) of expenses, and the Organization will pay the invoice in accordance with its terms.
12. This Agreement may not be changed or amended orally, but may be changed by written agreement signed by authorized officials of both parties.
13. It is agreed between the parties hereto that the place of this contract, its situs and forum, shall be Wake County, North Carolina, and in said County and of said State such matters, whether sounding in contract or tort relating to the validity, construction, interpretation, and enforcement of this agreement, be determined in said County and State and in accordance with the substantive law of North Carolina.
14. The Organization will indemnify and hold harmless NC STATE/CVM, its trustees, officers, employees and agents from and against any liabilities, damages, or claims (including attorneys' fees) arising out of injuries (including death) or property damage suffered by any person as a result of Organization's negligence or willful misconduct in the performance of this agreement.
15. 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.
16. If NC State provides the Organization with personal identifiers as listed in N.C.G.S. §132-1.10 and in N.C.G.S. §14-133.20(b) or any other legally confidential information, Organization hereby certifies that collection of this information from NC State is necessary for the performance of Organization's duties and responsibilities on behalf of NC State under this Contract. Organization further certifies that it shall maintain the confidential and exempt status of any social security number information, as required by N.C.G.S. §132-1.10(c)(1), and that it shall not re-disclose personally identifiable information as directed by State and Federal laws. Failure to abide by legally applicable security measures and disclosure restrictions may result in the interruption, suspension and/or termination of the relationship with Organization for a period of at least five (5) years from date of violation. If Organization experiences a security breach, as defined in N.C.G.S. §75.61(14), relating to this information, in addition to the Organization's responsibilities under the NC Identity Theft Protection Act, Organization shall immediately notify NC State with the information listed in N.C.G.S. §75-65(d)(1-4) and shall fully cooperate with NC State. Organization shall indemnify NC State for any breach of confidentiality or failure of its responsibilities to protect confidential information. Specifically, these costs may include, but are not limited to, the cost of notification of affected persons as a result of its unauthorized release of NC State data provided to Organization pursuant to the Contract.

17. NC State has determined that Organization is a school official with a legitimate educational interest under the Family Educational Rights and Privacy Act (“FERPA”). If NC State provides the Organization with “personally identifiable information” from a student’s education record as defined by FERPA, 34 CFR §99.3, Organization hereby certifies that collection of this information from NC State is necessary for the performance of Organization’s duties and responsibilities on behalf of NC State under this Contract. Organization 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 Organization for a period of at least five (5) years from date of violation. If Organization experiences a security breach relating to this information or if Organization re-discloses the information, Organization shall immediately notify NC State. Organization shall indemnify NC State for any breach of confidentiality or failure of its responsibilities to protect the personally identifiable information. Specifically, these costs may include, but are not limited to, the cost of notification of affected persons as a result of its unauthorized release of NC State data provided to Organization pursuant to the Contract.
  
18. If NC State provides any data to Organization pursuant to this Agreement then Organization shall preserve and maintain the data to the extent needed to fulfill NC State’s obligations under the North Carolina Public Records Act and under the Federal and North Carolina Rules of Civil Procedure, including specifically that Organization shall immediately preserve and maintain data (and any generated email correspondence) upon NC State’s request or upon notice of litigation and further Organization shall make available all data that NC State may specify within the time limits required.

This agreement must be signed by an authorized official of the Organization and returned to the CVM, along with the \$2,000 check, within ten (10) business days from the date it is signed on behalf of NC STATE.

Recommended by:

\_\_\_\_\_  
Continuing Education Coordinator  
Date: \_\_\_\_\_

Recommended by:

\_\_\_\_\_  
Associate Dean/Director of Veterinary  
Medical Services  
Date: \_\_\_\_\_

Recommended by:

\_\_\_\_\_  
Program Chair/Director  
Date: \_\_\_\_\_

Authorized by:

\_\_\_\_\_  
Director of Materials Management  
Date: \_\_\_\_\_

Authorized by:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

Date: \_\_\_\_\_