

STATE OF NORTH CAROLINA

COUNTY OF WAKE

THIS SHORT TERM EXPERIENTIAL PARTNERSHIP AGREEMENT (“Agreement”) is made and entered into as of the date of the last signature below by and between **NORTH CAROLINA STATE UNIVERSITY** (“NC State”) on behalf of its Cooperative Education Program (“CEP”), and _____ (“Company”), a _____ organized under the laws of the State of _____.

In consideration of the mutual promises made each to the other, as hereinafter set forth, the parties hereto do mutually agree as follows:

Program Objective: The objective of the Short-Term Experiential Partnership (“STEP”) program is to provide a structured practical experience for NC State students while rendering a service to the partner agency/employer. To that end, the STEP program proposes to facilitate partnership placements that promote the academic, career and personal development of students.

Selection of Participants: STEP program personnel will certify students’ academic eligibility for participation in the program and interview them to determine goals and specific qualifications. Students will then select positions of interest. Company may choose to screen and interview potential candidates or allow STEP personnel to screen, interview, and recommend placement.

Scheduling: A weekly work schedule will be created to meet both student and Company needs. As far as possible, Company should provide students with work assignments that relate to their interests, abilities, and fields of study and that provide increasing levels of responsibility and training.

Duration: The STEP program provides students with a one-semester practical experience that includes approximately 20 hours a week at the placement site. Students also take 6 academic credit hours in order to maintain full-time status. Except in cases of extreme unsuitability, Company is expected to retain students for the full semester. If a STEP placement is terminated, the student will not be able to return to a regular, full-time class schedule until the following semester.

Program Standards: Students’ work performance must meet Company’s standards, and their academic performance must meet the standards set forth by the STEP program. A student who is not performing satisfactorily in either setting may be dismissed from the program by the Company and/or STEP program personnel.

Remuneration: STEP program placements can be paid or unpaid. The Company determines the rate of pay, according to the work assigned, the quality of work performed, the student’s prior education and experience, and the Company’s established policies.

Student Responsibility: Students who are referred to a Company and hired must register for COP 101 and at least 6 additional credits to maintain full-time status. Students are responsible for the costs of STEP enrollment, which parallels the in-state tuition and fees for a non-credit undergraduate course.

NC State Responsibility: STEP program personnel will be responsible for monitoring the progress of the placement assignment, and maintaining communication with the student and Company to clarify guidelines, policies, and procedures.

Company Responsibility: The Company must provide adequate supervision for the student and assign duties that are career-related and challenging. The Company is responsible for notifying STEP program personnel of any changes to the student's work status, schedule, or performance.

General Terms and Conditions

1. The place of this Agreement, 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, shall be determined in accordance with the laws of the State of North Carolina, without regard to the State's conflicts of laws provisions.
2. The Company shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
3. The Company shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and/or authority.
4. The Company shall hold and save NC State, its Trustees, officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Company in the performance of this Agreement. This representation and warranty shall survive the termination or expiration of this Agreement.
5. This Agreement and any documents incorporated specifically by reference represent the entire agreement between the parties and suspend all prior oral or written statements or agreement.
6. All notices shall be hand delivered, sent by private overnight mail service, or sent by registered or certified U.S. mail and addressed to the party to receive such notice at the address given below, or such other address as may hereafter be designated by notice in writing:

If to the University:
Arnold S. Bell
Executive Director
Experiential Learning
Division of Undergraduate Academic Programs
North Carolina State University
Campus Box 7110
Raleigh, NC 27695-7110

If to the Company:

7. 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.

8. If NC State provides the Company 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, Company hereby certifies that collection of this information from NC State is necessary for the performance of Company's duties and responsibilities on behalf of NC State under this Contract. Company 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 Company for a period of at least five (5) years from date of violation. If Company experiences a security breach, as defined in N.C.G.S. §75.61(14), relating to this information, in addition to the Company's responsibilities under the NC Identity Theft Protection Act, Company 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. Company 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 Company pursuant to the Contract.

9. NC State has determined that Company is a school official with a legitimate educational interest under the Family Educational Rights and Privacy Act ("FERPA"). If NC State provides the Company with "personally identifiable information" from a student's education record as defined by FERPA, 34 CFR §99.3, Company hereby certifies that collection of this information from NC State is necessary for the performance of Company's duties and responsibilities on behalf of NC State under this Contract. Company 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 Company for a period of at least five (5) years from date of violation. If Company experiences a security breach relating to this information or if Company re-discloses the information, Company shall immediately notify NC State. Company 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

