

STATE OF NORTH CAROLINA

WAKE COUNTY

SCIENCE HOUSE AGREEMENT

This Agreement (“Agreement”) is made and entered into as of the date of the last signature below by and between North Carolina State University, c/o the Science House, a constituent institution of the University of North Carolina system, (“NC State”) and _____ (“Client”).

WITNESSETH:

WHEREAS, NC State and Client desire to enter into this Agreement to enable NC State to provide professional development to Client’s employees and constituency; and

WHEREAS, the parties hereto desire to reduce the terms of this agreement to writing;

NOW, THEREFORE, for and in consideration of the mutual promises to each other, as hereinafter set forth, the parties hereto do mutually agree as follows:

1. NC State shall provide a workshop to be held on-site at Client locations to be determined as outlined in Attachment A.
2. NC State will invoice Client as detailed in Attachment A. Payment of invoices is due 30 days after receipt of invoice.
3. Client will reimburse NC State for employees who incur travel expenses including airfare, ground transportation, meals and lodging incurred during program development and delivery.
4. Client will indemnify and hold harmless NC State, its trustees, employees and agents from and against the actions by third parties, including any potential and actual fines, penalties, losses, costs, damages, injuries, claims resulting from injury or death of a third party or damage or loss of property sustained by a third party to the extent the injury or damage is due to Client’s negligence or willful misconduct during NC State’s performance under this Agreement. If the Client is an agency of the State of North Carolina or another State then this provision shall not apply.
5. Client has retained NC State for the purposes and to the extent set forth in this Agreement, and NC State’s relationship to Client shall during the term of the Agreement be that of independent Client. The Agreement does not create an employee/employer relationship between the parties.
6. Neither party transfers by operation of this Agreement any intellectual property rights that either party now owns or hereafter acquires in the performance of the work. Should any

invention potential arise during this project, a sponsored project agreement (“SPA”) must be executed.

7. This Agreement shall be governed by the laws of the State of North Carolina.

8. This Agreement and its prices are effective through programs delivered between _____ . This Agreement can be modified with additional appendices detailing additional works with both parties’ written consent.

9. Client will reimburse NC State for any travel-related expenses incurred if a Program is cancelled or rescheduled within seven (7) days. All cancellations and rescheduling must be in writing to NC State. Either NC State or Client may terminate this Agreement with or without cause at any time by thirty (30) days notice in writing to the other party.

10. 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 NC General Statute §147-64.7 and Session Law 2010-194, Section 21.

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

12. NC State has determined that Client is a school official with a legitimate educational interest under the Family Educational Rights and Privacy Act (“FERPA”). If NC State provides the Client with “personally identifiable information” from a student’s education record as defined by FERPA, 34 CFR §99.3, Client hereby certifies that collection of this information from NC State is necessary for the performance of Client’s duties and responsibilities on behalf of NC State under this Contract. Client 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 Client for a period of at least five (5) years from date of violation. If

Client experiences a security breach relating to this information or if Client re-discloses the information, Client shall immediately notify NC State. Client 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 Client pursuant to the Contract.

13. NC State is self-insured.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date of the last signature below.

NORTH CAROLINA STATE UNIVERSITY

CLIENT

Sharon Schulze

Director

Date: _____

Printed Name: _____

Printed Title: _____

Date: _____

ATTACHMENT A

PROFESSIONAL DEVELOPMENT CONFIRMATION

The Science House provides professional development to enhance K-12 teachers' mathematics, science and technology skills. The workshops are designed in consultation with the host to fit local needs. For more detailed workshop descriptions and additional information please visit: www.science-house.org/workshops.

Professional Development:

Date(s): _____

Time: _____

Location: _____

Instructor(s): _____

Workshop Fee(s): _____

Travel Expenses:

Mileage: _____ miles*.50 = \$ _____
Hotel:\$ _____
Meals:\$ _____

Total Estimated Cost Including Travel: \$ _____

IMPORTANT NOTE: This is not a bill! Please do not send payment at this time!

An invoice will be mailed after completion of the workshop. This document provides accurate cost of the professional development fee and an estimate of travel expenses. If you require an invoice prior to the workshop please contact us and we will prepare an official university invoice.

Additional Information:

Workshops are limited to 25 teachers unless otherwise noted. We prefer a classroom or lab room with flat tables or lab benches for most workshops. The room must have adequate electrical outlets and may need access to a nearby sink for lab activities.