

THIS COOPERATIVE EDUCATION 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:

1. The objective of the CEP is to provide for the career development of students and, simultaneously, to render a needed service to the Company. The CEP proposes to accomplish this objective by facilitating the placement of students in work assignments related to and integrated with their academic majors.
2. Students who qualify academically and apply for the program will be interviewed by a cooperative education professional staff member to ascertain their educational and professional goals and their qualifications for available jobs. Students will select those companies or agencies to which they wish to apply. Company is expected to screen résumés, arrange for interviews, and select those who will fulfill the job requirements best. The Company will then make offers to students selected, and the students will decide whether or not to accept.
3. Work periods are scheduled to meet students’ academic needs and Company requirements. Commensurate with Company needs, the students will be given work assignments which, in so far as possible, relate to the their fields of study, interests, and abilities and will provide for ascending levels of responsibility and training each time students return to the work assignments.
4. The CEP is designed to provide the undergraduate student at least three (3) work sessions to alternate with periods of study (six (6) continuous work sessions for the student on the parallel, part-time plan). Graduate students are expected to work a minimum of one (1) fall or spring semester full-time, or the equivalent on a part-time basis. Whenever possible the Company should plan to employ the student throughout the minimum period required by the program. The CEP recognizes that business needs fluctuate and students sometimes prove to be unsatisfactory so that continued employment beyond a work period may not be possible. However, except in cases of extreme unsuitability, the Company is expected to keep students for the full period of current work semester. Once a student undertakes a co-op work semester, there is no chance for that student to return to classes until the next semester should employment be terminated.
5. The quality of work performed shall meet the standards set by the Company. Similarly, students shall meet the academic standards set forth by the CEP. By mutual agreement,

students who do not perform satisfactorily either in their work or their studies will be dropped from the program.

6. The Company determines the rate of pay, keeping in mind the work assignments, the background and educational level of the students, the work quality, and the established policies of the Company.
7. Students, who are referred to a Company, and hired, shall register for co-op each work semester and summer period and pay the co-op registration cost. All co-op students sign an agreement that if so hired they will continue in the co-op Program as long as employed by that company in any capacity until either: (1) they graduate; (2) they withdraw from the University; or, (3), in the case of graduate students, they are hired in a permanent position.
8. Close mutual cooperation between the students, NC State, and Company at all times is essential for the success of the program. The Company agrees: (1) to support NC State's co-op policies which require co-op students to be enrolled in co-op during all work periods (fall, spring, and summer) prior to graduation, regardless of the students' job classification; (2) to update, via the internet, the status of resume review, interviews and hiring of new co-op students; and, (3) to provide the CEP a list of all NC State co-op students employed each work period.
9. 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.
10. 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.
11. 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.
12. 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.

- 13. 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.
- 14. This Agreement may be amended only by written agreement of the parties executed by their authorized representatives.
- 15. The State of North Carolina Auditor or the NC State auditor shall have access to persons and records as a result of all Agreements entered into by the University in accordance with North Carolina General Statutes §§147-64.7 and 143-49(9).
- 16. 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, Ph D.
 Executive Director
 Experiential Learning
 Division of Undergraduate Academic Programs
 North Carolina State University
 Campus Box 7110
 Raleigh, NC 27695-7110

If to the Company: _____

- 17. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Agreement expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitations.
- 18. 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 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.

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

NORTH CAROLINA STATE UNIVERSITY

COMPANY

By: _____

Betsy E. Brown
Vice Provost of Faculty Affairs

Date: _____

By: _____

Name: _____

Title: _____

Date: _____