

STATE OF NORTH CAROLINA

WAKE COUNTY

Rev. 2/18

CRAFT INSTRUCTOR’S AGREEMENT

This Agreement, made and entered into this ____ day of _____, 20____, by and between North Carolina State University, c/o the Crafts Center, Campus Box 7320, Raleigh, NC 27695-7320, (hereinafter referred to as “NC STATE”) and _____, (hereinafter referred to as “Craft Instructor”).

WITNESSETH

THAT WHEREAS, NC STATE has engaged the Craft Instructor to perform certain services;

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. DUTIES OF THE CRAFT INSTRUCTOR AND NC STATE

1.1 The Craft Instructor shall prepare and be responsible for teaching the class specified in Section 6.1.

1.2 The NC STATE shall prepare and be responsible for providing registration and facilities.

2. RELATIONSHIP BETWEEN PARTIES

2.1 The Craft Instructor shall be an independent contractor during the period of performance under this Agreement and not an employee of North Carolina State University. The Craft Instructor shall not be considered as being entitled to participate in any plan, arrangements, or distributions by NC STATE pertaining to or in connection with any qualified pension plan or providing any other health or welfare plan with similar benefits for regular employees.

2.2 As an independent contractor, the Craft Instructor shall be responsible for the payment of any taxes due on any monies received by him/her.

2.3 The Craft Instructor shall be responsible for expenses related to any injury or malady occurring to him/her during the period of this Agreement.

- 2.4 The Craft Instructor shall indemnify and save harmless the NC STATE, its officers, its agents, and its employees from all loss, cost, and expense arising out of any liability or claim of liability for injury or damages to persons or property sustained or claimed to have been sustained by any one whomsoever, by reason of the use or occupancy of NC STATE's facilities, whether such use is authorized or not, or by any act or omission of the Craft Instructor or any of its officers, agents, employees, guests, patrons, or invitees. The Craft Instructor shall pay for any and all damage to the property of the NC STATE, or loss or theft of such property, done or caused by such persons. Such indemnity shall include, but shall not be limited to, costs arising from any litigation.
- 2.5 Each party represents and warrants to the other party that it has full right and power to enter into this agreement.
- 2.6 The Craft Instructor understands that he/she is not an agent of NC STATE and shall not hold himself/herself out to the public to be an agent of NC STATE.

3. FINANCIAL RESPONSIBILITY

- 3.1 The Craft Instructor will receive the amount specified in Section 6.1 as payment for the service provided to NC STATE.
- 3.2 Payment will be made by electronic deposit or as otherwise agreed upon. Federal Tax Identification Number or Social Security Number is required.
- 3.3 It is understood and agreed between NC STATE and the Craft Instructor that payment of compensation specified in this Agreement, its continuation or any renewal thereof, is dependent upon and subject to the allocation of funds for the purpose set forth in this Agreement. At the time that this Agreement is made, appropriate funds have been allocated to compensate the Craft Instructor for the fees described in Section 6.1.
- 3.4 The parties to this Agreement agree and understand that the continuation of this Agreement is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose. The parties to this Agreement 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 Agreement is insufficient to continue, it may choose to terminate this Agreement by giving Craft Instructor written notice of said termination, and this Agreement shall terminate immediately without any further liability to NC STATE.

4. JURISDICTION: 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 State such

matter, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of this Agreement, shall be determined.

5. MODIFICATION OF AGREEMENT

- 5.1 This contract and any documents incorporated specifically with reference represent the entire agreement between the parties and suspends all prior oral or written statements or agreements.
- 5.2 This contract may be amended only by written amendments duly executed by the Craft Instructor and NC STATE.

6. SCHEDULE

- 6.1 The term of this Agreement shall be as follows:

Class Title: _____
Dates: _____
Number of Class Sessions/Weeks: _____
Total Fee: _____
Minimum Enrollment Required to Hold Class: _____

- 6.2 The duties of the Craft Instructor, as described in Section 1.0, Paragraph 1.1, shall be completed on the final scheduled class meeting (Section 6.1).
- 6.3 In the event that the performance of any of the covenants of this agreement is prevented by any cause beyond the reasonable control of NC STATE or the Craft Instructor, both NC STATE and the Craft Instructor shall be relieved of their obligations hereunder with respect to the teaching of this class. Both parties shall make every effort to reschedule when possible.

7. ACCESS TO PERSONS AND RECORDS: The State or NC State auditor may audit the records of Contractor during and after the term of this Agreement to verify accounts and data affecting fees or performance in accordance with North Carolina General Statutes §143-49(9) and §147-64.7.

8. PERSONAL IDENTIFIERS: If NC STATE provides the Craft Instructor with personal identifiers as listed in N.C.G.S. §132-1.10 and in N.C.G.S. §14-113.20(b) or any other legally confidential information, Craft Instructor hereby certifies that collection of this information from NC STATE is necessary for the performance of Craft Instructor's duties and responsibilities on behalf of NC STATE under this Contract. Craft Instructor 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 Craft Instructor for a period of at least five (5) years from date of violation. If Craft Instructor experiences a security breach, as defined in N.C.G.S. §75.61(14), relating to this information, in addition to the Craft Instructor’s responsibilities under the NC Identity Theft Protection Act, Craft Instructor 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. Craft Instructor 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 Craft Instructor pursuant to the Contract.

9. EDUCATION RECORDS: If NC STATE provides the Craft Instructor with “personally identifiable information” from a student’s education record as defined by the Family Educational Rights and Privacy Act (“FERPA”) and its implementing regulation 34 CFR §99.3, Craft Instructor hereby certifies that collection of this information from NC STATE is necessary for the performance of Craft Instructor’s duties and responsibilities on behalf of NC STATE under this Contract. In this instance, NC STATE considers Craft Instructor a school official with a legitimate educational interest under FERPA. Craft 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 Craft Instructor for a period of at least five (5) years from date of violation. If Craft Instructor experiences a security breach relating to this information or if Craft Instructor re-discloses the information, Craft Instructor shall immediately notify NC STATE. Craft Instructor 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 Craft Instructor pursuant to the Contract.

10. TERMINATION: NC STATE may terminate this agreement for cause at any time with 30 days notice in writing from NC STATE to Craft Instructor.

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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 and year first written above.

CRAFT INSTRUCTOR

NORTH CAROLINA STATE UNIVERSITY
c/o The Crafts Center

Name: _____
Craft Instructor
Date: _____

Name: _____
Project Coordinator
Date: _____

Authorized by:

Name: _____
Assistant Director of Purchasing
Date: _____