

**TRAINING  
AGREEMENT**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between North Carolina State University, c/o \_\_\_\_\_(Department)\_\_\_\_\_, Campus Box \_\_\_\_\_, \_\_\_\_\_(Bldg. & Street)\_\_\_\_\_, Raleigh, NC, 27695-\_\_\_\_\_, (hereinafter referred to as "University") and \_\_\_\_\_(name and address)\_\_\_\_\_, (hereinafter referred to as "Contractor").

**WITNESSETH:**

WHEREAS, the University and Contractor desire to enter into this Agreement to enable the University to provide training courses to Contractor’s employees,

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. The University shall provide a minimum of \_\_\_\_\_ **instructor(s) who will present a** (# of days) \_\_\_\_\_ **day workshop(s) on** (Topic and Date): \_\_\_\_\_ **to be held at** (facility) \_\_\_\_\_ **located at** (physical address)\_\_\_\_\_. **Each workshop shall be limited to a maximum of \_\_\_\_\_ participants.**

2. COMPENSATION. As full compensation for training services provided under this Agreement Contractor agrees to pay the University \_\_\_\_\_

3. INDEMNITY. Contractor will indemnify and hold harmless the University, its trustees, employees and agents from and against any and all liability or claims of liability, including but not limited to, liabilities and claims relating to personal injury (including death) and/or property damage, arising from University’s performance of this Contract and/or from any breach of the Contract. Such indemnity shall include, but shall not be limited to costs arising from any litigation.

4. RELATIONSHIP BETWEEN PARTIES. The University is retained by Contractor only for the purposes and to the extent set forth in this Agreement, and University’s relationship to Contractor shall during the term of the Agreement be that of independent contractor. The Agreement does not create an employee/employer relationship between the parties.

5. GOVERNING LAW. This agreement shall be governed by the laws of the State of North Carolina.

6. TERMINATION. The University may terminate this agreement for cause at any time by 14 days notice in writing via fax or other service from University to Contractor.

6a. Termination/Cancellation by the Contractor of a course fourteen (14) days or less in writing, via fax or other service, before a scheduled date will result in a cancellation fee of 50% of the total event fee.

7. ACCESS TO PERSONS AND RECORDS: The State or university 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 General Statute 147-64.7.

8. PERSONAL IDENTIFIERS: If the University provides the Contractor with personal identifiers as listed in North Carolina General Statute 132-1.10 or any other legally confidential information, Contractor hereby certifies that, pursuant to NCGS 132-1.10, collection of social security number information or other legally confidential information from University is necessary for the performance of Contractor duties and responsibilities on behalf of the University. Contractor further certifies that it shall maintain the confidential and exempt status of any such social security number information, as required by subsection (c)(1) of the statute.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**Contractor**

**North Carolina State University**

c/o \_\_\_\_\_ Dept. \_\_\_\_\_

Recommended by:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Project Coordinator Date: \_\_\_\_\_

Authorized by:

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