

## EAST CAROLINA UNIVERSITY BILATERAL AGREEMENT

### *For students taking courses at another institution for transfer to East Carolina University*

**THIS BILATERAL AGREEMENT** (Agreement) is made as of the date of the last signature below (the Effective Date) by and between **EAST CAROLINA UNIVERSITY (ECU)**, a constituent institution of the University of North Carolina on behalf of the

(1) College of Allied Health Scie and (2) Communication Sciences & and (3) Arizona State University  
Name of College Department Agency

**WHEREAS**, Students desire to take courses (the Courses) at the Agency and have those courses transfer to ECU and,

**WHEREAS**, Agency agrees to allow students to take courses as indicated on Exhibit B, which Exhibit B as defined in Section 3 below; and,

**WHEREAS**, ECU will allow students to transfer the Courses to ECU.

**NOW, THEREFORE**, in consideration of the promises and covenants made each to the other, the parties hereto agree as follows:

1. The term of this Agreement (Term) shall begin on the Effective Date and shall continue for a period of three (3) years. Either party may terminate this Agreement, with or without cause, by providing 30 days written notice to the other party. Additionally, this Agreement may be terminated as outlined herein or because of breach. However, any students who have matriculated at ECU pursuant to this Agreement shall be continued through completion of the Degree Program.
2. Attached hereto, and incorporated herein by reference as if fully set out, is “Exhibit A”, which outlines all academic requirements for admission into the University and specific requirements for admission into the program (reference current catalog).
3. Also attached hereto, and incorporated herein by reference as if fully set out, is “Exhibit B”, which contains the transfer course table.
4. ECU and Agency shall each appoint a designated representative to coordinate the requirements of this agreement.
5. Each party shall keep the other party informed of changes in curriculum, program and staff that may affect the requirements of this agreement. If courses listed in “Exhibit B” change, the parties will review the changes and, if acceptable, a new “Exhibit B” reflecting those changes may be substituted. The parties shall indicate on the new “Exhibit B” the effective date of the changes. If the changes are not acceptable to either party, then this Agreement may be renegotiated or terminated.

6. Agency shall not discriminate on the basis of race/ethnicity, color, gender identity, national origin, religion, sex, sexual orientation, age, veteran status, political affiliation, genetic information, or disability.
7. The ECU Bilateral Agreement Committee (Committee) shall review the Program biennially to determine its effectiveness. The Committee's review will be in accordance with the standards set out in Section 3 of ECU Regulation No. 02.07.04, Approval and Review of Bilateral Agreements.
8. Agency shall be considered an independent contractor and as such shall be wholly responsible for its work in accordance with this Agreement. Nothing herein is intended or shall be construed to establish any agency, partnership, or joint venture between Agency and ECU.
9. Notwithstanding any other provision of this Agreement, the liability of ECU, as an agency of the State of North Carolina, for any injury or damage arising out of ECU's, its employees' or agents' performance under this Agreement is subject to the limitations of the North Carolina Tort Claims Act, N.C.G.S. §143-291, *et. seq.* (the "Act"). ECU does not waive any rights or defenses under the Act or the rights and authority of the Attorney General of the State of North Carolina to represent ECU.
10. Agency shall indemnify and hold ECU, its trustees, officers, employees and agents harmless for any and all claims, loss, liability, demands, or damages, including attorney's fees and court costs, due to the negligent acts of Agency's employees or agents in Agency's performance of this Agreement. This Section 10 shall not apply if the Agency is an agency of the State of North Carolina covered under the Act.
11. ECU has determined that Agency is a school official with a legitimate educational interest under the Family Educational Rights and Privacy Act (FERPA). If ECU provides Agency with "personally identifiable information" from a student's education record as defined by FERPA, 34 CFR §99.3, Agency hereby certifies that collection of this information from ECU is necessary for Agency's duties and responsibilities under this Agreement. Agency further certifies that it shall maintain the confidential status of the education records in their custody, and that it shall maintain the personally identifiable information as directed by FERPA. Failure to abide by FERPA may result in the interruption, suspension and/or termination of the relationship with Agency for a period of at least five (5) years from the date of the violation. If Agency experiences a breach relating to this information or if Agency re-discloses this information, Agency shall immediately notify ECU. To the extent allowed by law, Agency shall indemnify ECU 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 ECU data provided to Agency pursuant to this Agreement.
12. During the Term of this Agreement, Agency shall, at its sole cost and expense, purchase and maintain general liability insurance with combined single limits coverage for bodily injury and property damage of not less than \$1,000,000.00 dollars per occurrence, \$2,000,000.00 dollars aggregate. Such insurance shall be issued in the name of the Agency with ECU and the State of North Carolina named as additional insureds or loss payees, using ISO Form 2026, or equivalent. Agency shall provide each policy or certificate of the policy issued on Accord Form 25 or equivalent, together with evidence of payment of premiums to ECU not less than 10 days after the

Effective Date, and upon renewal of the policy, not less than 30 days prior to expiration of the term of the policy. Additionally, each policy shall have an endorsement that the policy shall not be cancelled or materially changed without at least 30 days prior written notice to ECU and an endorsement to the fact that no act or omission of Agency shall invalidate the interest of ECU. The policy shall be issued by an insurance company with an A. M. Best rating of "A" or better, and shall be issued by a company qualified to do business in the State of North Carolina. This Section 12 shall not apply if the Agency is an agency of the State of North Carolina or if Agency is self-insured, provided Agency shall provide proof of self-insurance in accordance with the notice requirements of this Section 12.

13. Notices: Any notices or other communications between the parties shall be in writing and shall be given effectively if: posted by certified United States Mail, postage prepaid, return receipt requested or delivered by an overnight delivery service that keeps proof of delivery. Any notice or communications shall be addressed as follows or at such other address as may be from time to time designated in writing in accordance with this Section 13:

If to ECU: (4) Director of Master's Education  
East Carolina University  
Greenville, NC 27858-4353

With a copy to: University Attorney  
215 Spilman Building  
East Carolina University  
Greenville, NC 27858-4353

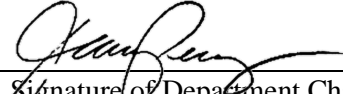
If to Agency: (5)  
Assistant Dean of Graduate

14. The place of this Agreement, its sites and forum, shall be Pitt 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, or enforcement shall be determined.
15. This Agreement contains the entire agreement of the parties and there are no representations, inducement, or other provisions other than those expressed herein. All changes, additions or deletions to this Agreement shall be in writing and executed by authorized representative(s) of each party.
16. The Auditor of the State of North Carolina and/or ECU's internal auditor shall have access to persons and records as a result of all agreements entered into by ECU in accordance with N.C.G.S. §147-64.7.

**IN WITNESS THEREOF**, the parties have executed this Agreement in duplicate originals, one of which is retained by each of the parties, effective as of the date of the last signature below.

**East Carolina University**

(6)

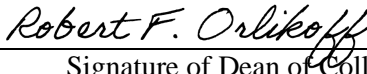


Signature of Department Chair

(7) Print Name: Jamie Perry

(8) Date: 12/15/2020

(9)



Signature of Dean of College

(10) Print Name: Robert F. Orlikoff

(11) Date: 1/13/21

(12)



Signature of Chair, University Bilateral Agreements Committee

(13) Print Name: Cyndi Bellacero

(14) Date: 1/19/2021

DocuSigned by:

(15)



Signature of Vice Chancellor for Health Sciences

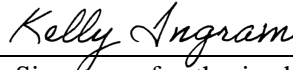
(16) Print Name: Mark Stacy, MD

(17) Date: 1/21/2021

(18) **Arizona State University**

Agency

(19)



Signature of authorized Agent of Agency\*

(20) Title: Program Director, MS Communication Disorders

(21) Print Name: Kelly Ingram

(22) Date: 11/20/2020



Signature of additional authorized Agent of Agency

Title: Dean, College of Health Solutions (ASU)

Print Name: Deborah Helitzer

Date: 11/25/2020

Signature of additional authorized Agent of Agency (if desired or required by agency)

Title:

Print Name:

Date:

Signature of additional authorized Agent of Agency (if desired or required by agency)

Title:

Print Name:

Date:

\*Person signing warrants that he/she is authorized to bind Agency to this Agreement.

**(23) EXHIBIT A**

Academic requirements for admission into the University and specific requirements for admission into the program.

Students may gain admission to the MS degree in Communication Sciences & Disorders by:

1. Completing the online application through the Graduate School.
2. Submitting all required documents by the deadline published on the Graduate School website
  - a. Transcripts from all universities ever attended
  - b. 3 letters of recommendation
  - c. Supplemental application (essay question answers)

Published minimal criteria for admission include:

1. A GPA in the undergraduate degree of at least 3.0.
2. A GPA in speech-language pathology pre-requisite courses of at least 3.2.

Additional information is available at [www.ecu.edu/csd](http://www.ecu.edu/csd) year round.

Students take 42 required credits in the ECU MS degree including:

CSDI 6100, 6101, 6103, 6104, 6106, 6108, 6109, 6110, 6112, 6113, 6114, 6121, 6200, 6320, 6321, 6901

Total degree is 54 credits.

42 credits from ECU + 12 credits from CHS (ASU) = 54 credits for completion of the Degree Program from ECU

Key Elements:

1. Pursuant to this Agreement, the Arizona Cohorts accepted into the Degree Program by ECU will obtain academic credit at ECU for the completed classes identified in Exhibit B at CHS.
2. Upon successful completion of ECU's academic requirements, the Arizona Cohorts will be awarded the Program Degree from ECU.
3. CHS will assist in recruiting and managing all aspects of the clinical practical/internships that take place at CHS. ECU recruits, selects the students for enrollment and offers didactic distance education courses. Students must be at least 18 years old.
4. Neither CHS nor ECU retains any responsibility for the Arizona Cohorts' post-graduation requirements and experiences to achieve Certificate of Clinical Competence (CCC) status.
5. CHS recognizes that ECU has the responsibility to maintain its national accreditation through the Council of Academic Accreditation with the American Speech-Language-Hearing Association (ASHA) and the CHS agrees to participate in the Program in a manner consistent with ECU's responsibility. CHS and ECU further agree to terminate the Program immediately upon notice that the Program prejudices ASHA accreditation. CHS agrees to provide reasonable documentation and materials necessary to support the accreditation processes including data for annual reports and re-accreditation reports.
6. ECU will provide online mechanisms for maintaining records for student progression through the program including documentation of competencies and clinical clock hours. The ASU program coordinator will have full access to any clock hour online or electronic mechanism to approve or amend clock hour accruals by ASU students.
7. CHS will provide a program coordinator who will work with the Director of Master's Education in CSDI at ECU to facilitate recruiting, enrolling, and graduating the Arizona Cohorts.
8. Subject to available financial resources, CHS will pay for a summer visit of one ECU/CSDI faculty member every other year to provide support related to the program for three (3) working days. Subject to available financial resources, ECU will pay for a visit of one CHS faculty member every other year to provide support related to the program for three (3) working days. These visits will be on alternate years.
9. Five student seats will be reserved each academic year for the Arizona Cohort. In the event that there are not 5 qualified candidates in the Arizona Cohort to fill the reserved seats, ECU/CSDI in its discretion may choose to fill those slots with other candidates. In the event that ECU has additional seats available, more candidates from the Arizona Cohort may be selected, subject to approval by CHS.

**(24) EXHIBIT B**

**Transfer Course Table**

<https://chs.asu.edu/shs/master-science-communication-disorders> is the current website for the CHS portion of the program.

The Arizona Cohort will take 2 clinical practicum (3 credits each) and 6 internships through courses at CHS (ASU) for a total of 12 credits. Upon the successful completion of the courses, the Arizona Cohort will be awarded credit with ECU towards the Degree Program.

Clinical practicum will take place within the CHS Speech and Hearing Clinic, including placements in affiliated clinical rotation sites. CHS will handle all clinical internship details including affiliation agreements, placements, grading, and recording of clock hours for student progress.

The following CHS courses are eligible for transfer credit to ECU in accordance with the Program:

- SHS 584 internship in the schools (fall and spring semester for all 3 years) 1 credit each semester.
- SHS 580 Adult language practicum (summer 1) 3 credits
- SHS 580 Diagnostics (summer 2) 3 credits

\*Each of these courses transfer to ECU as CSDI 6229 which has variable credits 1-9

*For additional information about University Bilateral Agreements, please email the UBA at [ubac@ecu.edu](mailto:ubac@ecu.edu) or visit the [University Bilateral Agreements Committee Website](#).*

## Certificate Of Completion

Envelope Id: 9F18F5FC99A54CBCBB09E1692EA3BD4E	Status: Completed
Subject: Please DocuSign: Bilateral Agreement Template (Student Transfer Courses) Rewritable PDF Fall 20...	
Source Envelope:	
Document Pages: 6	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Lisa Lalla
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	209 Cotanche St.
	MS# 229
	Greenville, NC 27858
	lallam@ecu.edu
	IP Address: 150.216.208.142

## Record Tracking

Status: Original	Holder: Lisa Lalla	Location: DocuSign
1/21/2021 10:43:53 AM	lallam@ecu.edu	

## Signer Events

Mark Stacy  
 stacyma17@ecu.edu  
 Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:  
  
 51377EB870042481...

Signature Adoption: Pre-selected Style  
 Using IP Address: 150.216.203.25

## Timestamp

Sent: 1/21/2021 10:45:22 AM  
 Viewed: 1/21/2021 11:18:41 AM  
 Signed: 1/21/2021 11:18:53 AM

## Electronic Record and Signature Disclosure:

Accepted: 1/21/2021 11:18:41 AM  
 ID: ef1da9d4-eb08-4077-a289-4a4c00225dc8

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/21/2021 10:45:22 AM
Certified Delivered	Security Checked	1/21/2021 11:18:41 AM
Signing Complete	Security Checked	1/21/2021 11:18:53 AM
Completed	Security Checked	1/21/2021 11:18:53 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, East Carolina University\* (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.



**How to contact East Carolina University\*:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [docusign@ecu.edu](mailto:docusign@ecu.edu)

**To advise East Carolina University\* of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [docusign@ecu.edu](mailto:docusign@ecu.edu) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from East Carolina University\***

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [docusign@ecu.edu](mailto:docusign@ecu.edu) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with East Carolina University\***

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [docusign@ecu.edu](mailto:docusign@ecu.edu) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify East Carolina University\* as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by East Carolina University\* during the course of my relationship with you.