

EAST CAROLINA UNIVERSITY ARTICULATION AGREEMENT

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

THIS BILATERAL AGREEMENT (the "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 Harriot College of Arts and Sciences and the College of Business, and **BERMUDA COLLEGE ("BC")**.

WHEREAS, ECU is a comprehensive university located in Greenville, North Carolina, USA. ECU is accredited by the Southern Association of Colleges and Schools and confers Bachelors, Masters and Doctoral degrees in over 120 disciplines.

WHEREAS, BC is a two year college located in Paget Parish, Bermuda. BC is accredited by the New England Association of Colleges and Schools and confers Associates degrees in over 15 disciplines.

WHEREAS, this Agreement is intended to promote the educational advancement of students from Associates degree programs at BC to Bachelor's degree programs at ECU (the "Degree Program").

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

WHEREAS, BC agrees to allow students to take courses as indicated on Exhibit B, which Exhibit Bas 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:

- I. 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 requirements for admission into the University and supplemental policies governing this Agreement.
3. Also attached hereto, and incorporated herein by reference as if fully set out, is "Exhibit B", which contains the transfer course table. Exhibits A and B may be modified from time to time as may be necessary to reflect any curriculum, admission or other adjustments.
4. ECU and BC 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. BC shall not discriminate on the basis of race/ethnicity, color, national origin, religion, sex, sexual orientation, gender identity, age, veteran status, political affiliation, genetic information, or disability. The parties agree to comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination.
7. The ECU Bilateral Agreement Committee (the "Committee") shall review the Degree 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. BC 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 BC 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. BC 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 BC's employees or agents in BC's performance of this Agreement.
11. The parties agree to fully comply with all international privacy, data protection, and security laws and regulations including, but not limited to, the General Data Protection Regulation ("GDPR").
12. 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:

To ECU: Office of Global Affairs
 306 East 9th Street
 East Carolina University
 Greenville, NC 27858-4353

With a copy to: University Attorney

215 Spilman Building
East Carolina University
Greenville, NC 27858-4353

Dr. Phyllis Curtis-Tweed
Bermuda College
21 Stonington Avenue, South Road
College Centre, 3rd Floor
Paget Parish, PGBX
Bermuda

13. 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.

14. This Agreement may be executed in counterparts, none of which need contain the signatures of all parties, and all such counterparts together shall constitute the entire agreement of the parties hereto. Facsimile signatures and signatures that are electronically transmitted shall be deemed to have the efficacy of an original signature.

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 parties are hereby mutually bound by the terms of this Agreement.

17. The State of North Carolina and/or ECU auditor(s) 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 North Carolina General Statute 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

BERMUDA COLLEGE

Signature of
Provost & Senior Vice Chancellor for Academic Affairs
East Carolina University

Signature of
Vice President for Academic & Student Affairs
Bermuda College

Print Name: B. Grant Hayes

Print Name: Dr. Phyllis Curtis-Tweed

Date: June 21, 2021

Date: March 24, 2021

Signature of

EXHIBIT A

Policies Governing this Agreement

This Agreement establishes the policies and procedures governing the admission and transfer of credits for students who graduate from Bermuda College and apply for admission to East Carolina University as transfer students.

1. Eligibility

To be eligible for the transfer of credits under this Agreement, an applicant must enter Bermuda College on or after the effective date of this Agreement and must earn an Associate's Degree from Bermuda College with a Grade Point Average of at least 2.5 and a grade of C or better in all transfer courses. An applicant must have received honorable dismissal and eligibility to return to the college or university at which he or she last matriculated.

2. Application

Bermuda College students intending to apply for admission to East Carolina University must meet all entrance requirements for international transfer students. These include:

- a. A completed application form
- b. Transcript from Bermuda College
- c. Application fee

3. Admission

Admission to ECU will be based on the application materials provided by the student and Bermuda College. Admission to specific academic programs may require additional documentation.

4. Student Visa

If the student is successfully admitted to ECU, the Office of Global Affairs will assist the student in obtaining their F-1 Student Visa to study in the United States. ECU will issue students the Form 1-20, also known as the Certificate of Eligibility for Nonimmigrant (F-1) Student Status for Academic and Language Students. To issue the Form 1-20, admitted students must provide ECU's Office of Global Affairs with the following documents.

- a. Copy of passport identification page
- b. ECU's Confidential Financial Information Form
- c. Documents demonstrating sufficient financial resources to fund U.S. education

5. Transfer of Credit

Bermuda College will provide ECU with a written or electronic transcript for each admitted student. Transfer credit will be awarded to the student based on the course equivalency schedules described in Appendix B and Appendix C. Only grades of C or better will be accepted in transfer.

Courses taken at Bermuda College but not listed in Appendix B or Appendix C may or may not be accepted in transfer. Decisions about whether other Bermuda College coursework not listed in Appendix B or C is transferrable to an ECU degree program are made by the academic department of record.

6. Tuition and Fees

Bermuda College students transferring to ECU will be subject to tuition and fees at the out of state rate. Current tuition and fee rates can be found at the ECU Cashier's Office website at <http://www.ecu.edu/cashier/tufee.cfm>.

7. Housing, Dining and Other Services

Upon arrival the students governed under this Agreement will have the same access to university housing, dining, transportation and all other services as other ECU students. The Office of Global Affairs will provide an orientation to the students and advice and assistance in acclimating to their new environment in the United States.

EXHIBIT B

Transfer of Courses Fulfilling General Education Requirements

The following Bermuda College courses have been evaluated by ECU faculty and will transfer to the University for equivalent course credit. These courses fulfill ECU's General Education requirements. Semester Hours of Credit (SHC) are also given below. Credit for other courses may transfer from Bermuda College to ECU as well. However, these courses will be evaluated on a case-by-case basis.

Bermuda College Course	SHC	SHC	ECU Course
Written Communication (6 SHC are Required to complete ECU General Education Requirements)			
ENG 1111: Freshman English	3	3	ENGL 1100: Foundations of College Writing
Mathematics (3 SHC are Required to complete ECU General Education Requirements)			
MAT 1105: College Algebra I	3	3	MATH 1065: College Algebra
MAT 1141: Pre-Calculus	3	3	MATH 1083: Pre-Calculus Mathematics
MAT 1152: Calculus I	3	3	MATH 2171: Calculus I
MAT 2201: Calculus II	3	3	MATH 2172: Calculus II
MAT 2233: Statistics I	3	3	MATH 2228: Elementary Statistical Methods I
Humanities and Fine Arts (9 SHC are required to complete ECU General Education Requirements)			
ENG 1112: Literary Analysis	3	3	ENGL 2000: Interpreting Literature
PHL 1104: Introduction to Philosophy	3	3	PHIL 1110: Intro to Philosophy
REL 1101: Introduction to Religious Studies I	3	3	RELI 1000: Intro to Religious Studies
REL 1101: Introduction to Religious Studies II	3	3	RELI 1690: World Religions
AHS 1127: Introduction to Art History II	3	3	ARTH 1907: Art History Survey
ENG 2212: Oral Communication	3	3	COMM 2410: Public Speaking
MSC 1103: Music Appreciation	3	3	MUSC 2207: The Enjoyment of Music
HIS 1140: World History I	3	3	HIST 1030: World Civilizations to 1500
HIS 1141: World History II	3	3	HIST 1031: World Civilizations since 1500
Natural Sciences (7 SHC are required to complete ECU General Education Requirements)			
BIO 1121: Principles of Biology I	4	4	BIOL 1100: Principles of Biology I

			& BIOL 1101: Principles of Biology Laboratory
BIO 1122: Principles of Biology II	4	4	BIOL 1200: Principles of Biology II
CHM 1111: Principles of Chemistry I	4	4	CHEM 1150: General Chemistry I & CHEM 1151: General Chemistry Laboratory I
CHM 1112: Principles of Chemistry II	4	4	CHEM 1160: General Chemistry II & CHEM 1161: General Chemistry Laboratory II
CHM 2256: Organic Chemistry I	4	4	CHEM I 120: Introduction to Chemistry for the Allied Health Sciences & CHEM 1121: Basic General, Organic, and Biochemistry Laboratory I
& CHM 2257: Organic Chemistry II	4	4	CHEM 1130: Organic and Biochemistry for the Allied Health Sciences & CHEM 1131: Basic General, Organic, and Biochemistry Laboratory II
EES 1102: The Atmosphere: Weather & Climate	4	3	GEOG 1300: Weather and Climate
Social Sciences (6 SHC are required to complete ECU General Education Requirements)			
ECO 1102: Principles of Macro-Economics	3	3	ECON 2133: Principles of Macroeconomics
PSY 1101: Introduction to Psychology I			PSYC 1000: Introductory Psychology
PSY 2240: Human Development	3	3	PSYC 3206: Developmental Psychology
SOC 110I: Introduction to Sociology I	3	3	SOCI 2110: Introduction to Sociology
SOC 2220: Social Inequality	3	3	SOCI 1010: Race, Gender, Class
SOC 2251: Sociology of Marriage and the Family	3	3	SOCI 1025: Courtship and Marriage
EES 2221: Human and Cultural Geography	3	3	GEOG 1000: People, Places, and Environments

Transfer of Courses Fulfilling Core Requirements of Participating Programs

The following Bermuda College courses have been evaluated by ECU faculty and will transfer to the University for equivalent course credit. These courses fulfill *some* of the major's Core or Concentration or other requirements. Semester Hours of Credit (SHC) are also given below. Credit for other courses may transfer from Bermuda College to ECU as well. However, these courses will be evaluated on a case-by-case basis.

Bermuda College Course	SHC	SHC	ECU Course
Chemistry			
CHM 1111: Principles of Chemistry I	4	4	CHEM 1150: General Chemistry I & General Chemistry Laboratory I
CHM 1112: Principles of Chemistry II	4	4	CHEM I 160: General Chemistry II & CHEM 1161: General Chemistry Laboratory II
CHM 2256: Organic Chemistry I	4	4	CHEM 2750: Organic Chemistry I & CHEM 2753: Organic Chemistry Laboratory I
CHM 2257: Organic Chemistry II	4	4	CHEM 2760: Organic Chemistry II & CHEM 2763: Organic Chemistry Laboratory II
MAT 1141: Pre-Calculus	3	3	MATH 1083: Pre-Calculus Mathematics
MAT 1152: Calculus I	3	3	MATH2171: Calculus I
MAT 2201: Calculus II	3	3	MATH 2172: Calculus II
Applied Geography with Coastal and Marine Sciences minor			
EES 1102: The Atmosphere: Weather & Climate	4	3	GEOG 1300: Weather and Climate
EES 1105: The Hydrosphere: Oceanography and Limnology	4	3	GEOG 1250: The Water Planet
EES 2211: Environmental Geography	3	3	GEOG 2300: Geography of Environmental Resources
EES 2221: Human and Cultural Geography	3	3	GEOG 1000: People, Places, and Environments
Biology			
BIO 1121: Principles of Biology I	4	4	BIOL 1100: Principles of Biology I & BIOL 1101: Principles of Biology Laboratory
BIO 1122: Principles of Biology II	4	4	BIOL 1200: Principles of Biology II
CHM 1112: Principles of Chemistry II	4	4	CHEM 1160: General Chemistry II & CHEM 1161: General Chemistry Laboratory II

CHM 2256: Organic Chemistry I	4	4	CHEM 2750: Organic Chemistry & CHEM 2753: Organic Chemistry Laboratory I
CHM 2257: Organic Chemistry II	4	4	CHEM 2760: Organic Chemistry II & CHEM 2763: Organic Chemistry Laboratory II
Hospitality Management			
HMT 1155: Introduction to Hospitality Industry	3	3	HMGT 1350: Introduction to Hospitality Management
HMT 1120: Introduction to Lodging Management	3	3	HMGT2100: Lodging Management I
CUL I 111: Introduction to Production Cookery & CUL 1104: Sanitation and Safety	4	4	HMGT 2300: Principles of Food Preparation and Menu Planning & HMGT 2301: Principles of Food Preparation and Menu Planning Laboratory
HMT 2255: Hospitality Supervisory Practices	3	3	HMGT 2170: Hospitality Services Management
HMT 2275: Hotel Management Internship -or- HMT 1175: Hotel Management Internship	3	3	HMGT 2591: Field Experience in Hospitality Management I

For additional information about University Bilateral Agreements, please email the UBA at ubac@ecu.edu or visit the University Bilateral Agreements Committee Website,