

**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 Business and (2) College of Business and (3) Martin Community College
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:

Lee Grubb
If to ECU: (4) Associate Dean
College of Business
East Carolina University
Greenville, NC 27858-4353

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

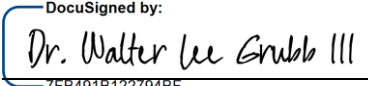
If to Agency: (5) Tabitha Miller, Ph.D.
Associate Vice President/Chief Academic Officer
Martin Community College
Williamston, NC 27892

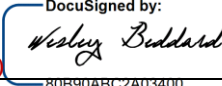
14. The place of this Agreement, its sites and forum, shall be Pitt County, North Carolina, and in said County and of said State such matters whether sounding in contract or tort relating to the validity, construction, interpretation, or enforcement shall be determined.
15. This Agreement contains the 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


(18) Martin Community College
Agency

(6) 
DocuSigned by:
7FB491B122794BF...
Signature of Department Chair
(7) Print Name: Lee Grubb
(8) Date: 10/5/2021 | 11:35 AM EDT


(19) 
DocuSigned by:
80B90ABC2A03400...
Signature of authorized Agent of Agency*
(20) Title: President
(21) Print Name: Wesley E. Beddard
(22) Date: 10/5/2021 | 8:03 AM PDT

(9) 
DocuSigned by:
9776C75824F34BD...
Signature of Dean of College
(10) Print Name: Paul Schwager
(11) Date: 10/5/2021 | 12:01 PM EDT

Signature of additional authorized Agent of Agency
(if desired or required by agency)
Title:
Print Name:
Date:

(12) 
DocuSigned by:
0178FC5B862D489...
Signature of Chair, University Bilateral
Agreements Committee
(13) Print Name: Cyndi Bellacero
(14) Date: 10/6/2021 | 7:24 AM EDT

Signature of additional authorized Agent of Agency
(if desired or required by agency)
Title:
Print Name:
Date:

(15) 
DocuSigned by:
1048EA55632440E...
Signature of Interim Provost & Senior Vice
Chancellor for Academic Affairs
(16) Print Name: Grant Hayes
(17) Date: 10/6/2021 | 8:27 AM EDT

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.

1. Completion of Associate of Applied Science in Business Administration from Martin Community College
2. 2.5 minimum cumulative GPA
3. Grade of C or better and a 2.5 GPA on the following MCC courses
 - ACC 120
 - ACC 121
 - MAT 171
 - MAT 152
 - ECO 251
 - ECO 252
 - CIS 110
 - BUS 115

(24) EXHIBIT B

Transfer Course Table

ECU Course	ECU S.H.	MCC S.H.	MCC Course
Freshman Year			
COAD 1XXX	1	1	ACA 122
ACCT 2401	4	4	ACC 120
MGMT 1XXX	3	3	BUS 137
MATH 2283	4	4	MAT 152
ENGL 1100	3	3	ENG 111
Total:	15	15	
ACCT 2521	4	4	ACC 121
MIS 2223	3	3	CIS 110
ENGL 2201	3	3	ENG 112
ECON 2133	3	3	ECO 252
MATH 1065	4	4	MAT 171
Total:	17	17	
Sophomore Year			
FINA 2244	3	3	BUS 115
COMM 2410	3	3	COM 231
ECON 2113	3	3	ECO 251
MKTG 1XXX	3	3	MKT 120
PSYC 1000	3	3	PSY 150
Total:	15	15	
ZELE 1XXX	3	3	BUS 110
ZELE 1XXX	3	3	BUS 153
ZELE 2XXX	3	3	BUS 230
ZELE 2XXX	2	2	BUS 239
COMM 2020	3	3	BUS 260
PHIL 1180 or MUSC 2207	3	3	HUM 115 or MUS 110
Total:	17	17	
Transfer Total:	64	64	*59 hrs. applied to BSBA @ ECU

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