

## 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)THCAS** Name of College and **(2)Biology** Department and **(3)Pitt CC** 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 legally applicable ECU measures and disclosure restrictions 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) Jean-Luc Scemama  
Department of Biology  
Howell Science Complex N-105  
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) Christina Weeks  
PITT Community College  
1986 Pitt Tech Road  
PO Drawer 7007  
Winterville NC 28590

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

DocuSigned by:  
*David Chalcraft*  
(6) 5BF9AE2592F045D...  
Signature of Department Chair  
(7) Print Name: David Chalcraft  
(8) Date: 11/18/2021 | 3:28 PM EST

DocuSigned by:  
*Allison S. Danell*  
(9) 6D79AE130BE5489...  
Signature of Dean of College  
(10) Print Name: Allison Danell  
(11) Date: 11/18/2021 | 3:29 PM EST

DocuSigned by:  
*Cynthia Bellacero*  
(12) 0178FC5B862D489...  
Signature of Chair, University Bilateral  
Agreements Committee  
(13) Print Name: Cyndi Bellacero  
(14) Date: 11/19/2021 | 8:24 AM EST

DocuSigned by:  
*Grant Hayes*  
(15) 1048E455632440E...  
Signature of Provost & Senior Vice Chancellor  
for Academic Affairs  
(16) Print Name: Grant Hayes  
(17) Date: 11/19/2021 | 8:31 AM EST

(18) Pitt Community College

Agency  
*[Signature]*  
(19) Signature of authorized Agent of Agency\*  
(20) Title: *Biotechnology Department Chair*  
(21) Print Name: *Christina Weeks*  
(22) Date: *11-30-2021*

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: \_\_\_\_\_

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

Title: \_\_\_\_\_  
Print Name: **Thomas**  
Date: **Gould**  
Digitally signed by Thomas Gould  
DN: cn=Thomas Gould, o=Pitt  
Community College, ou=Academic  
Affairs and Student Services,  
email=fgould@email.pittcc.edu, c=US  
Date: 2021.11.22 09:47:09 -05'00'

\*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.

The intent is to permit students with an Associate in Applied Science Degree (AAS) in Biotechnology from Pitt Community College to transfer to the Bachelor of Arts (BA) in Biology degree program at East Carolina University.

The program requirements are as follows:

- Students must obtain an AAS in Biotechnology from Pitt CC.
- Students are only permitted to transfer courses wherein they have obtained a grade of C or higher,

**(24) EXHIBIT B**

Transfer Course Table

Pitt CC Course	CH	Pitt CC course name	ECU Course	SH	ECU course name
ENG-111	3	Writing and Inquiry	ENGL 1100	3	Foundations of College Writing
ENG-112	3	Writing/Research in the Disciplines	ENGL 2201	3	Writing about the Disciplines
HU/FA electives	3		HU/FA	3	
Social Sciences	3		Social Sciences	3	
MAT-171	4	Precalculus Algebra	MATH 1065	4	College Algebra (3) and 1 elective credit hour
<b>Total hours</b>	<b>16</b>			<b>15</b>	
<b>Biology Major Coursework</b>					
BIO-111	4	General Biology I, Lab	BIOL 1100/1101	4	Principles of Biology I, Lab
BIO-112	4	General Biology II, Lab	BIOL 1200/1201	4	Principles of Biology II, Lab
BTC 250	3	Principles of Genetics	BIOL 2300	3	Principles of Genetics
<b>Cognates</b>					
CHM-151	4	General Chemistry I, Lab	CHEM 1150/1151	4	General Chemistry I, Lab
CHM-152	4	General Chemistry II, Lab	CHEM 1160/1161	4	General Chemistry II, Lab
<b>Research Skills</b>					
MAT-152	4	Statistical Methods I	MATH 2228	4	Elementary Statistical Methods I (3) and 1 elective credit hour
<b>Biology Electives</b>					
BIO-275	4	Microbiology, Lab	BIOL 3220/3221	4	Microbiology, Lab
BTC-181	4	Basic Laboratory Techniques	BIOL 2XXX	4	Biology elective
BTC-285	3	Cell Culture	BIOL 2XXX	3	Biology elective
<b>Pick 3</b>	<b>12</b>				
BTC-281	4	Bioprocess Techniques	BIOL 2XXX	4	Biology elective
BTC 270	4	Recombinant DNA Technology	BIOL 2XXX	4	Biology elective
BTC-286	4	Immunological Techniques	BIOL 2XXX	4	Biology elective
BTC 182	4	Pharma Tech I	BIOL 2XXX		Biology elective
BTC 183	4	Pharm Tech II	BIOL 2XXX		Biology elective
<b>Total</b>	<b>62</b>			<b>62</b>	

*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](#).*