

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) School of Hospitality Leadership and (3) Robeson 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:

If to ECU: (4) Dr. Robert O'Halloran
Director, School of Hospitality Leadership
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) Victor Lamm
Dean, University Transfer and Health Sciences
Robeson Community College
Lumberton, NC 28360

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) Robeson Community College

Agency

DocuSigned by:

Bob O'Halloran

(6)

09F6C8C765AB4A3...

Signature of Department Chair

(7) Print Name: Robert O'Halloran

(8) Date: 6/4/2022 | 9:18 PM EDT

DocuSigned by:

Lester Locklear

(19)

C04D0EA8C66A495...

Signature of authorized Agent of Agency*

(20) Title: Program Director, Culinary, Baking and Pastry Arts, Hospitality Management

(21) Print Name: Lester Locklear, MBA

(22) Date: 5/16/2022 | 8:36 AM EDT

DocuSigned by:

Paul Schwager

(9)

9776C75824F34BD...

Signature of Dean of College

(10) Print Name: Paul Schwager

(11) Date: 6/5/2022 | 9:51 AM EDT

DocuSigned by:

LaRonda Lowery

38C302BEC2C84CG...

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

Title: Assistant Vice-President for Instructional Services

Print Name: LaRonda Lowery

Date: 5/17/2022 | 2:20 PM PDT

DocuSigned by:

Cynthia Bellacero

(12)

0178FC5B862D489...

Signature of Chair, University Bilateral
Agreements Committee

(13) Print Name: Cyndi Bellacero

(14) Date: 6/6/2022 | 9:11 AM EDT

DocuSigned by:

Melissa Singler

6C406F9722584A9...

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

Title: President

Print Name: Melissa Singler

Date: 6/3/2022 | 2:58 PM EDT

DocuSigned by:

Grant Hayes

(15)

1048EA55632440E...

Signature of Provost & Senior Vice Chancellor
for Academic Affairs

(16) Print Name: Grant Hayes

(17) Date: 6/6/2022 | 10:52 AM EDT

DocuSigned by:

Patrena Benton Elliott

90D0663359764F1...

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

Title: VP for Instruction & Student Support Services

Print Name: Patrena Benton Elliott, Ph.D

Date: 6/3/2022 | 3:03 PM EDT

*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. Minimum 2.0 transfer GPA.
2. Grade of C or better in all transfer coursework.

(24) EXHIBIT B**Transfer Course Table**

Freshman Year				
Fall I	No Equivalent	-	1	ACA 111
	HMGT 4300 and 4301	3	2,1	CUL 140
	HMGT 2301	1	5	CUL 110 and 110A
	ENGL 1100	3	3	ENG 111
	HMGT 1350	3	3	HRM 110
	MATH 2228	4	4	MAT 152
	Total:	14	19	
Spring I	MATH 1065	4	4	MAT 171
	HMGT 2170	3	2,1	CUL 135 and 135A
	ENGL 2201	3	3	ENG 112
	HMGT 4308	3	3	HRM 220 (in conjunction with ACC 175/120)
	ELEC 2XXX	3	3	HRM 240
	ELEC 1XXX	2	2	CIS 111
	Total:	18	18	
Sophomore Year				
Fall II	HMGT 2300	3	3	CUL 160
	ELEC 2XXX	3	3	HRM 245
	Choose 1: ART1910, COMM2410, ENGL1XXX, ENGL1XXX, ENGL3000, ENGL2XXX, MUSC2207, MUSC2207, PHIL1500, PHIL1175	3	3	Choose 1: ART 111, COM 231, ENG 231, ENG 232, ENG 241, ENG 242, MUS 110, MUS 112, PHI 215, or PHI 240.
	No Equivalent	-	1	WBL 111
	MKTG 1XXX	3	3	MKT 223
	HMGT 4244	3	3	HRM 140
	Total:	15	16	
	Spring II	ELEC 1XXX	4	4
HMGT 3XXX (Sub HMGT3750)		3	3	HRM 280
ECON 2113		3	3	ECO 251
No Equivalent		-	1	WBL 121
FINA 1XXX		3	3	BUS 125
HMGT 2591		3	3	BUS 270
Total:		16	17	
Transfer Total:		63	70	

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