

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) Engineering and Technology and **(2)** Technology Systems and **(3)** Blue Ridge 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. Agency certifies that instructors teaching courses listed in the Exhibit B transfer course table meet the minimum faculty credentialing requirements for ECU's regional accrediting body, the Southern Association of Colleges and Schools Commission on Colleges.
5. ECU and Agency shall each appoint a designated representative to coordinate the requirements of this agreement.
6. 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.

7. 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.
8. 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.
9. 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.
10. 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.
11. 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 11 shall not apply if the Agency is an agency of the State of North Carolina covered under the Act.
12. 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.
13. 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 13 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 13.

14. 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) BSIT Program Coordinator
 207 Science and Technology Building
 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) Dr. Laura Leatherwood
 President
 Blue Ridge Community College
 180 W Campus Dr
 Flat Rock, NC 28731

15. 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.
16. 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.

17. 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) Blue Ridge Community College

Agency

DocuSigned by:
T. Mohammed
(6) 11E34B0B01ED46E...
Signature of Department Chair
(7) Print Name: TJ Mohammed, PhD
(8) Date: 9/18/2024 | 4:26 PM EDT

DocuSigned by:
Brenda Blackburn
(19) 034A6F2688B9491...
Signature of Dean
(20) Business and Service Careers
(21) Print Name: Brenda Blackburn
(22) Date: 9/18/2024 | 3:36 PM EDT

DocuSigned by:
Harry Ploehn
(9) 4FF57C631DCA489...
Signature of Dean of College
(10) Print Name: Harry Ploehn, PhD
(11) Date: 9/18/2024 | 4:28 PM EDT

DocuSigned by:
Kathy Allen
A5D4A1A2A49046B...
Signature of Vice President
Title: Vice President for Instruction
Print Name: Kathy Allen
Date: 9/18/2024 | 12:59 PM PDT

DocuSigned by:
Cynthia Bellacero
(12) 0178FC5B862D489...
Signature of Chair, University Bilateral Agreements Committee
(13) Print Name: Cyndi Bellacero
(14) Date: 9/19/2024 | 8:14 AM EDT

DocuSigned by:
Laura Leatherwood
671C1E230FB54D8...
President
Title: President
Print Name: Laura Leatherwood, EdD
Date: 9/18/2024 | 1:22 PM PDT

(15)
DocuSigned by:
Robin N. Coger
GCA9187DE28C4A3...
Signature of Provost & Senior Vice Chancellor for Academic Affairs
(16) Print Name: Robin Coger, PhD
(17) Date: 9/24/2024 | 5:22 PM EDT

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. Completed AAS in **Information Technology/Cybersecurity (A25590SY)**
2. Cumulative 2.0 GPA from all post-secondary institutions attended.
3. Taken NET 125 and 126 and passed with C- or higher

(24) EXHIBIT B

Transfer Course Table

**This course is part of the 38 hours Technical Block*
***This course is part of the 22 hours General Education Block*

BLUE RIDGE COMMUNITY COLLEGE Information Technology/Cybersecurity (A25590SY) Associate in Applied Science				EAST CAROLINA UNIVERSITY Industrial Technology Bachelor of Science			
NET*	125	Introduction to Networks	3	ICTN	2150	Network Fundamentals	3
NET*	126	Routing Basics	3	ICTN	2154	Digital Communication Systems	3
NOS*	130	Windows Single User	3	ITEC	1XXX	Windows Single User	3
NOS*	120	Linux/UNIX Single User	3	ITEC	1XXX	Linux/UNIX Single User	3
NOS*	230	Windows Administration I	3	ITEC	1XXX	Windows Administration I	3
CIS*	110	Intro to Computers	3	MIS	2223	Intro to Computers	3
CTI*	120	Network & Sec Foundation	3	ICTN	1500	Info & Computer Technology Fun	3
NET*	225	Enterprise Networking	3	ICTN	1XXX	Routing & Switching I	3
CTI*	110	Web, Pgm, I DB Foundation	3	ITEC	1XXX	Web, Pgm, I DB Foundation	3
CSC*	111	Intro to Ethical Hacking	3	ITEC	1XXX	Intro to Ethical Hacking	3
CTS*	115	Info Sys Business Concepts	3	ZELE	1XXX	Info Sys Business Concepts	3
SEC*	160	Secure Admin I	3	ITEC	1XXX	Secure Admin I	3
CSC*	121	Python Programming	3	ITEC	1XXX	Python Programming	3
			39			(38-hour block credit for AAS)	38
		General Education				General Education	
ENG**	111	Writing and Inquiry	3	ENGL	1100	Foundations of College Writing	3
ENG**	112	Writing/Research in the Disc	3	ENGL	2201	Writing About the Disciplines	3
ART**	111	Art Appreciation Or Any 3-hour humanities transferable class	3	ART	1910	Art Appreciation	3
MAT**	171	Precalculus Algebra	4	MATH	1065	College Algebra	3
PSY** Or ECO**	150 Or 251	General Psychology Or Prin of Microeconomics	3	PSYC Or ECON	1000 Or 2113	Introductory Psyc Or Prin of Microeconomics	3
			16				15
		Total Hours	55			Total Hours	53

Note: 1XXX and 2XXX courses do transfer to East Carolina University and apply to the Bachelor of Science in Industrial Technology degree.

- 14 hours of 1XXX and 2XXX courses will count towards 14 hours of Free Electives
- 24 hours of 1XXX and 2XXX courses will count towards 24 hours of Major Lower-Level Technology Coursework.

Note: Due to the nature of this program, the maximum technical credit hours accepted at East Carolina University is 38 hours

Note: Academic Advisors can assist with how the courses transfer and show in your student records

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