

## 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) Fayetteville Technical 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. Mark Sorrells  
President  
Fayetteville Technical Community College  
2201 Hull Road  
Fayetteville, NC 28303

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) Fayetteville Technical Community College**

Agency

DocuSigned by:  
*T. Mohammed*  
(6) \_\_\_\_\_  
Signature of Department Chair  
(7) Print Name: TJ Mohammed, PhD  
(8) Date: 9/18/2024 | 8:43 PM EDT

Signed by:  
*Chris Herring*  
(19) \_\_\_\_\_  
Signature of Dean  
(20) Computer and Information Technology  
(21) Print Name: Chris Herring  
(22) Date: 9/18/2024 | 11:26 AM EDT

DocuSigned by:  
*Harry Ploehn*  
(9) \_\_\_\_\_  
Signature of Dean of College  
(10) Print Name: Harry Ploehn, PhD  
(11) Date: 9/19/2024 | 8:14 AM EDT

DocuSigned by:  
*Murtis Worth*  
\_\_\_\_\_  
Signature of Vice President  
Title: Senior Vice President for Academic and Student Services  
Print Name: Murtis Worth, PhD  
Date: 9/18/2024 | 12:12 PM EDT

DocuSigned by:  
*Cynthia Bellacero*  
(12) \_\_\_\_\_  
Signature of Chair, University Bilateral Agreements Committee  
(13) Print Name: Cyndi Bellacero  
(14) Date: 9/19/2024 | 8:15 AM EDT

DocuSigned by:  
*Mark Sorrells*  
\_\_\_\_\_  
President  
Title: President  
Print Name: Mark A. Sorrells, Ed.D.  
Date: 9/18/2024 | 5:02 PM EDT

(15) \_\_\_\_\_  
DocuSigned by:  
*Robin N. Coger*  
\_\_\_\_\_  
Signature of Provost & Senior Vice Chancellor for Academic Affairs  
(16) Print Name: Robin Coger, PhD  
(17) Date: 9/24/2024 | 5:18 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/PC Support & Services (A25590P)**
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*

FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE Information Technology/PC Support & Services (A25590P) Associate in Applied Science				EAST CAROLINA UNIVERSITY Industrial Technology Bachelor of Science			
NET*	125	Introduction to Networks	3	ICTN	2150	Network Fundamentals	3
CTS*	120	Hardware/Software Support	3	ICTN	1500	Info and Comp Tech Fundmntls	3
NOS*	110	Operating Systems Concepts	3	ITEC	1XXX	Operating Systems Concepts	3
NOS*	120	Linux/UNIX Single User	3	ITEC	1XXX	Linux/UNIX Single User	3
CTS*	220	Adv Hard/Software Support	3	ITEC	1XXX	Adv Hard/Software Support	3
CTS*	289	Systems Support Project	3	ITEC	1XXX	Systems Support Project	3
CTI*	120	Network & Sec Foundation	3	ICTN	1500	Info & Computer Technology Fun	3
DBA*	110	Database Concepts	3	ITEC	1XXX	Database Concepts	3
CTI*	110	Web, Pgm, I DB Foundation	3	ITEC	1XXX	Web, Pgm, I DB Foundation	3
NOS*	230	Windows Admin I	3	ITEC	1XXX	Windows Admin I	3
CTS*	115	Info Sys Business Concepts	3	ZELE	1XXX	Info Sys Business Concepts	3
SEC*	110	Security Concepts	3	ITEC	1XXX	Security Concepts	3
NET*	126	Routing Basics (Major Elective Course)	3	ICTN	2154	Digital Communication Systems	3
			<b>39</b>			(38-hour block credit for AAS)	<b>38</b>
		General Education				General Education	
ENG**	111	Writing and Inquiry	3	ENGL	1100	Foundations of College Writing	3
HUM**	110	Technology and Society	3	HUMN	1XXX	Technology and Society	3
COM**	231	Public Speaking	3	COMM	2410	Public Speaking	3
MAT**	171	Precalculus Algebra	3	MATH	1065	College Algebra	3
PSY**	150	General Psychology	3	PSYC	1000	Introductory Psyc	3
			<b>15</b>				<b>15</b>
		Total Hours	<b>54</b>			Total Hours	<b>53</b>

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](mailto:ubac@ecu.edu) or visit the [University Bilateral Agreements Committee Website](#).*