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 Allied Health Sciences and (2) Dept. of Clinical Laboratory Science and (3) Sandhills 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) Department of Clinical Laboratory Science
Health Sciences Bldg. Suite 3410
Mail Stop 668
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) Sandhills Community College 3395 Airport Road Pinehurst, NC 28374

- 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.

(18) Sandhills Community College **East Carolina University** Agency Signed by: Guyla C. Evans Ms. dimi Vanden Oever (19)Signature of Department Chair Signature of authorized Agent of Agency* (7) Print Name: Guyla C. Evans, PhD (20) Title: MLT Program Director 10/20/2025 | 1:50 PM EDT (21) Print Name: Aimi Vanden Oever 10/3/2025 | 4:14 PM EDT (22) Date: DocuSigned by: DocuSigned by Dr. Rebecca Roush Signature of Dean of College Signature of additional authorized Agent of Agency (if desired or required by agency) (10) Print Name: Robert F. Orlikoff, PhD Title: Provost & Chief Academic Officer 2:18 PM EDT 10/20/2025 Print Name: Rebecca Roush, PhD (11) Date: Date: 10/3/2025 4:52 PM EDT Dr. Alexander Stewart Signature of additional authorized Agent of Agency Signature of Chair, University Bilateral (if desired or required by agency) Agreements Committee Title: President (13) Print Name: Cyndi Bellacero PhD (14) Date: 10/20/2025 | 2:19 PM EDT Print Name: Alexander Stewart, PhD 10/20/2025 | 10:48 AM PDT Date: Signature of Provost & Senior Vice Chancellor Signature of additional authorized Agent of Agency for Academic Affairs (if desired or required by agency) (16) Print Name: J. Christopher Buddo, DMA Title: (17) Date: 10/20/2025 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.

Academic requirements for admission into the University and specific requirements for admission into the MLT-to-MLS Online Degree Program are as follows:

- Completion of the Associate of Applied Science (AAS) in Medical Laboratory Technology from Sandhills Community College.
- 2. Completion of the General Education requirements for the bachelor's degree at ECU.
- Completion of prerequisite courses for the Clinical Laboratory Science bachelor's degree with a
 "C" (2.0) or higher. These courses may be completed at the university or another accredited
 institution.
- 4. Admission into the professional phase of the program is competitive. Students should refer to the program website (<u>clinicallaboratoryscience@ecu.edu</u>) for the current program application form and submission instructions. A virtual interview is part of the admissions process. A minimum cumulative 2.0 GPA in biology and chemistry courses is required, and majors must maintain a minimum cumulative 2.0 GPA in all Clinical Laboratory Science (CLSC) courses during the professional phase of the curriculum.

(24) EXHIBIT B

Transfer Course Table

General Education Course Equivalents		
Course Description	ECU Course Number	NCCCS Equivalent
Foundations of College Writing	ENGL 1100	ENG 111
Writing About the Disciplines	ENGL 2201	ENG 112
Health Promotion & Physical Activity	HLTH 1000/KINE 1000	HEA 110
	ART 1910 (FA)	ART 111
	COMM 2410 (FA)	COM 231
9 hours needed in Humanities & Fine	ENGL 3030 (HU)	ENG 231
Arts	ENGL 2XXX (HU)	ENG 232
	ENGL 3000 (HU)	ENG 241
	ENGL 3010 (HU)	ENG 242
	MUSC 2207 (FA)	MUS 110
(must have 1 HU and 1 FA)	PHIL 1110 (HU)	PHI 215
N	PHIL 1175 (HU)	PHI 240
9 hours needed in Social Science	ECON 2113	ECO 251
	ECON 2133	ECO 252
	POLS 1010	POL 120
	PSYC 1000	PSY 150
	SOCI 2110	SOC 210
(must have at least two prefix	(40000) (44440) (5849) (400)	(2) 50 00 00 00 00 00 00 00 00 00 00 00 00
areas/two subjects)		*HIS 111, 112, 131, & 132 transfer as Humanities credits at ECU.

Note: Students who have earned either an AS or AA degree from a North Carolina Community College qualify for a General Education waiver. Information about the General Education waiver can be found on ECU's Transfer Hub (http://transfer.ecu.edu). Students who have earned an AAS degree do not qualify for the General Education waiver and must complete the university's General Education requirements. All students must complete the CLS program prerequisites.

CLS Program Prerequisite Course Equivalents			
Course Description	ECU Course Number	NCCCS Equivalent	
General Biology	BIOL 1150 & 1151	BIO 111	
Microbiology	BIOL 2110 & 2111	BIO 175	
Anatomy & Physiology	BIOL 2130	BIO 163	
General Chemistry 1	CHEM 1150 & 1151	CHM 151	
General Chemistry 2	CHEM 1160 & 1161	CHM 152	
Biochemistry	CHEM 1130	CHM 132*	
College Algebra	MATH 1065	MAT 171	
Statistics	MATH 2228 or PSYC 2101	MAT 152	

^{*}CHM 251 (Organic I) may also be used to satisfy this requirement.

MLT Professional Course Equivalents			
Course Description	ECU Course Number	NCCCS Equivalent	
Clinical Education	CLSC 4992	MLT 251	
	CLSC 4993	MLT 262	
	CLSC 4994	MLT 263	
	CLSC 4997	MLT 253	
		MLT 261	
		MLT 273	

Students who complete all required MLT Practicum courses at Sandhills Community College with a "C" (2.0) or greater will receive up to eight semester hours transfer credit for CLSC 4992, 4993, 4994, and 4997.

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



Certificate Of Completion

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Signer Events

Ms. Aimi Vanden Oever vandenoevera@sandhills.edu

Security Level: Email, Account Authentication

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Signature

Ms. dimi Vanden Oever 4774A444535F42B

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Dr. Rebecca Roush

roushr@sandhills.edu Security Level: Email, Account Authentication

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Dr. Rebecca Roush -55918037195D47B...

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ID: 54251fab-f325-4479-86b7-3997bdc244a1

Dr. Alexander Stewart stewarts@sandhills.edu

President

Security Level: Email, Account Authentication

(None)

Signature Adoption: Pre-selected Style

Dr. Alexander Stewart

Using IP Address: 198.85.71.19

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Guyla C. Evans

EVANSGU15@ECU.EDU

Security Level: Email, Account Authentication

(None)

Guyla C. Evans 4B128CBE8E6945B.

Signature Adoption: Pre-selected Style Using IP Address: 150.216.216.27

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Signer Events Signature Timestamp Robert F. Orlikoff Sent: 10/20/2025 1:50:18 PM Chil Z. Arbibell orlikoffr16@ecu.edu Viewed: 10/20/2025 2:18:02 PM 721E8669EB2B4E1.. Dean, CAHS Signed: 10/20/2025 2:18:14 PM Security Level: Email, Account Authentication Signature Adoption: Uploaded Signature Image (None) Using IP Address: 148.74.198.103 Signed using mobile **Electronic Record and Signature Disclosure:** Accepted: 12/13/2016 11:12:23 AM ID: fa1766b9-7a2f-46c0-9a76-3bac14ef99f8 Signed by: Cyndi Bellacero Sent: 10/20/2025 2:18:16 PM Cyndi Bellacero bellaceroc18@ecu.edu Viewed: 10/20/2025 2:19:03 PM Dir Acad Planning Accredidation Signed: 10/20/2025 2:19:19 PM AAH Inst Planning Assessment Research Signature Adoption: Pre-selected Style Security Level: Email, Account Authentication Using IP Address: 150.216.230.188 (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign J. Christopher Buddo Sent: 10/20/2025 2:19:21 PM J. Christopher Buddo -2924BED69C0E495... buddoj@ecu.edu Viewed: 10/20/2025 4:57:13 PM Dean Coll of Fine Arts & Comm Signed: 10/20/2025 4:57:40 PM AAH Col Fine Arts and Communication Signature Adoption: Pre-selected Style Security Level: Email, Account Authentication Using IP Address: 150.216.224.81 (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign In Person Signer Events **Signature Timestamp Editor Delivery Events Status Timestamp Agent Delivery Events Status Timestamp Intermediary Delivery Events Status Timestamp Certified Delivery Events Status Timestamp Carbon Copy Events Status Timestamp** Karen Rupp Sent: 10/20/2025 4:57:43 PM COPIED ruppk14@ecu.edu Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/10/2025 2:18:06 PM ID: 5afd4771-5ba8-4796-9e40-f8ba8e0e02f8 Cynthia Bellacero Sent: 10/20/2025 4:57:44 PM COPIED bellaceroc18@ecu.edu Dir Acad Planning Accredidation

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Carbon Copy Events Status Guyla Evans

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Aimi Vanden Oever

EVANSGU15@ECU.EDU

vandenoevera@sandhills.edu

Security Level: Email, Account Authentication (None)

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Envelope Summary Events	Status	Timestamps	
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Certified Delivered	Security Checked	10/20/2025 4:57:13 PM	
Signing Complete	Security Checked	10/20/2025 4:57:40 PM	
Completed	Security Checked	10/20/2025 4:57:47 PM	
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, East Carolina University* (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact East Carolina University*:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@ecu.edu

To advise East Carolina University* of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@ecu.edu and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from East Carolina University*

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to docusign@ecu.edu and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with East Carolina University*

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may; ii. send us an e-mail to docusign@ecu.edu and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0,
	NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	
	•Allow per session cookies
	•Users accessing the internet behind a Proxy
	Server must enable HTTP 1.1 settings via
	proxy connection

^{**} These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify East Carolina University* as described above, I consent to
 receive from exclusively through electronic means all notices, disclosures,
 authorizations, acknowledgements, and other documents that are required to be
 provided or made available to me by East Carolina University* during the course of
 my relationship with you.