

UNIVERSITY OF NORTH CAROLINA AT CHARLOTTE
BILATERAL COURSE TRANSFER AGREEMENT

For students taking courses at another institution for transfer to UNC Charlotte

THIS BILATERAL AGREEMENT (Agreement) is made as of the date of the last signature below (the Effective Date) by and between **UNIVERSITY OF NORTH CAROLINA AT CHARLOTTE (UNC Charlotte)**, a constituent institution of the University of North Carolina on behalf of its College of _____, Department of _____, and _____ (**Institution**), on behalf of its College of _____, Department of _____.

WHEREAS, UNC Charlotte students (“students”) desire to take courses (“courses”) at the Institution and have those course credits transfer to UNC Charlotte; and

WHEREAS, Institution agrees to allow students to take courses as indicated on Exhibit B, as described in Section 3 below; and

WHEREAS, UNC Charlotte will allow students to transfer the courses to UNC Charlotte;

NOW, THEREFORE, in consideration of these premises and of the following mutual promises, covenants, and conditions, 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 UNC Charlotte 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 UNC Charlotte and specific requirements for admission into the students’ Degree Programs (see [current catalogs](#)).
3. Also attached hereto, and incorporated herein by reference as if fully set out, is “Exhibit B”, which contains the transfer course table.
4. UNC Charlotte and Institution 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, or staff that may affect the requirements of this Agreement. If courses listed in “Exhibit B” change, the parties

will review the changes and, if mutually agreed in writing, 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 at least one party, then this Agreement may be renegotiated or terminated.

6. Institution shall not discriminate on the basis of race; color; religion, including belief and non-belief; sex, including but not limited to pregnancy, childbirth, or related medical condition, and parenting; sexual orientation; gender identity; age; national origin; physical or mental disability; veteran status; and genetic information.
7. The UNC Charlotte Bilateral Agreement Committee (Committee) shall review this Agreement biennially to determine its effectiveness. The Committee’s review will be in accordance with the standards set out in the [UNC Charlotte Academic Procedure: Establishment and Review of Bilateral Articulation Agreements](#).
8. Institution 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 Institution and UNC Charlotte.
9. Notwithstanding any other provision of this Agreement, the liability of UNC Charlotte, as an agency of the State of North Carolina, for any injury or damage arising out of the performance or non-performance of UNC Charlotte, its employees, or agents 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”). UNC Charlotte does not waive its sovereign immunity or any rights or defenses under the Act or the rights and authority of the Attorney General of the State of North Carolina to represent UNC Charlotte.
10. Institution shall indemnify and hold UNC Charlotte, 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 Institution’s employees or agents in Institution’s performance of this Agreement; provided, however, that this Section 10 shall not apply if the Institution is an agency of the State of North Carolina covered under the Act.
11. UNC Charlotte has determined that Institution is a school official with a legitimate educational interest under the Family Educational Rights and Privacy Act (FERPA). If UNC Charlotte provides Institution with “personally identifiable information” from a student’s education record as defined by FERPA, 34 CFR §99.3 (hereinafter, “student data”), Institution hereby certifies that collection of this information from UNC Charlotte is necessary for Institution’s duties and responsibilities under this Agreement. Institution 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 Institution for a period of at least five (5) years from the date of the violation. If Institution experiences a breach relating to student data or if Institution re-discloses student data without valid consent, Institution shall

immediately notify UNC Charlotte. To the extent allowed by law, Institution shall indemnify UNC Charlotte for any breach of confidentiality or failure of its responsibilities to protect student data. 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 student data provided to Institution pursuant to this Agreement.

Institution agrees that pursuant to FERPA, it may release a student's education records to officials of UNC Charlotte, so long as the disclosure is for purposes related to the student's enrollment in or transfer to UNC Charlotte.

12. During the Term of this Agreement, Institution 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 Institution with UNC Charlotte and the State of North Carolina named as additional insureds or loss payees, using ISO Form 2026, or equivalent. Institution shall provide each policy or certificate of the policy issued on Accord Form 25 or equivalent, together with evidence of payment of premiums to UNC Charlotte not fewer 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 canceled or materially changed without at least 30 days prior written notice to UNC Charlotte and an endorsement to the fact that no act or omission of Institution shall invalidate the interest of UNC Charlotte. 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 Institution is an agency of the State of North Carolina or if Institution is self-insured, provided Institution shall provide proof of self-insurance in accordance with the notice requirements of this Section 12.

13. Notices: Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, or by electronic mail to the intended recipient at the address set forth below or at such other address as may be from time to time designated in writing in accordance with this Section 13:

If to UNC Charlotte:

If to Institution:

14. It is agreed between the parties hereto that the place of this Agreement, its situs and forum, is Mecklenburg County, North Carolina, and that in said County and State such matters, whether sounding in contract or tort, and relating to the validity, construction, interpretation, and enforcement of this Agreement, will be determined in accordance with the substantive law of North Carolina.

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 UNC Charlotte's internal auditor shall have access to persons and records as a result of all agreements entered into by UNC Charlotte in accordance with N.C.G.S. §147-64.7.

SIGNATURES ON NEXT PAGE

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.

<u>University of North Carolina at Charlotte</u>	<u>Institution</u>
<p>Signature of Department Chair</p> <p>Print Name: Date:</p>	<p>Signature of Authorized Agent of Institution*</p> <p>Title: Print Name: Date:</p>
<p>Signature of Dean of College</p> <p>Print Name: Date:</p>	<p>Signature of additional authorized Agent of Institution (if desired or required by Institution)</p> <p>Title: Print Name: Date:</p>
<p>Signature of Provost and Vice Chancellor for Academic Affairs (if applicable)**</p> <p>Print Name: Date:</p>	<p>Signature of additional authorized Agent of Institution (if desired or required by Institution)</p> <p>Title: Print Name: Date:</p>

*Person signing warrants that they are authorized to bind Institution to this Agreement.

**Review and signature of Provost required only for agreements with institutions outside the University of North Carolina System.

EXHIBIT A

Academic requirements for admission into UNC Charlotte and specific requirements for admission into the program.

EXHIBIT B

Transfer Course Table