Aiding Carteret CC students pursuing the benefits of the Program to fulfill the requirements for university-level admission to Western Carolina University;

Educating participants as to program-level admission opportunities and requirements;

Complying with all applicable federal and state laws and Carteret CC policies, including but not limited to those related to financial aid; and

Working collaboratively with Western Carolina University staff assigned to serve on the Program Committee.

Advising and assisting Carteret CC students pursuing the benefits of the Program in fulfilling the requirements for university-level admission to Western Carolina University;

Educating participants as to program-level admission opportunities and requirements;

Complying with all applicable federal and state laws, UNC System regulations and Western Carolina University policies, including but not limited to those related to financial aid;

Disseminating information about the Program to members of the Western Carolina University campus community;

Providing faculty and staff assigned to administer the Program;

Disseminating information about the Program to candidates for admission who are not offered admission directly to Western Carolina University about the possibility to participate in the Program as a student at Carteret CC; and

Guaranteeing university-level admission for applicants from Carteret CC who satisfy all requirements in the above agreement.

The Parties designate the following individual(s) to administer and oversee the Program on behalf of his or her Party.

- A. For Carteret CC Chair of Special Programs
- B. For Western Carolina University: Director, Undergraduate Admissions

The term of this MOU shall be for a period of five (5) years beginning on the date that it is fully executed by all parties ("Term"). The MOU may be renewed for additional five (5) year terms upon the mutual written consent of the Parties.

Either Party may, for any reason, terminate this MOU with sixty (60) days prior written notice to the other Party. If the MOU is terminated, Carteret CC students who had submitted a transfer application prior to the termination date will still be eligible to participate in the Program.

This MOU may be amended or modified at any time upon mutual written consent by the Parties.

This MOU is subject to applicable Federal and North Carolina State law. It is also subject to the University Of North Carolina Board Of Governors' policies and regulations, the University of North Carolina System Office policies and regulations, and the policies and regulations of the North Carolina Community College System.

Updated 08/01/2019

It is expressly acknowledged by the Parties that they are independent contractors and nothing in this MOU is intended or shall be construed to create an employer/employee relationship, partnership or a joint venture relationship so as to allow one Party to exercise control or direction over the manner or method by which the other Parties perform the services which are the subject matter of the MOU. Neither Party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither Party shall be bound by the acts or conduct of the other Party. Neither Party

Updated 08/01/2019