

**DUAL DEGREE PROGRAM IN ENGINEERING AGREEMENT  
BY AND BETWEEN  
LEBANON VALLEY COLLEGE AND  
CASE WESTERN RESERVE UNIVERSITY**

This Dual Degree Program in Engineering Agreement (“Agreement”) by and between Lebanon Valley College (“College”) and Case Western Reserve University (“Case”) is effective as of the last date executed by the parties below.

WHEREAS, College wishes to provide students with the opportunity to pursue an engineering degree program not available at College; and

WHEREAS, Case offers an engineering degree program from its Case School of Engineering; and

WHEREAS, Case offers to undergraduate students from College with requisite coursework and grades acceptable to Case, admission to the Dual Degree Program for Engineering Studies (“Program”) to seek a baccalaureate degree from College and a Bachelor of Science in Engineering from Case;

WHEREAS, the parties desire to memorialize the terms of the Program in this Agreement;

NOW THEREFORE, College and Case agree as follows:

1. Dual Degree Program. The Program is a “three + two” dual degree program between Case and College, leading to a baccalaureate degree from College and a Bachelor of Science in Engineering degree from Case.
2. Admission Requirements. Prior to admission to the Program students must:
  - a. Complete the equivalent of 90 semester hours or 135 quarter hours at College and earn a grade point average of 3.0 or greater on a scale of 0.0-4.0. Furthermore students must have a 3.0 cumulative grade point average in Math and Science courses at College.
  - b. Complete the then current Dual Degree Entrance Course Requirements established by Case. (At the time of execution of this agreement, the requirements are set forth on the Case website at <http://www.engineering.case.edu/desp/dualdegree>)
  - c. Be in disciplinary good standing at College.

3. Admission Process.
  - a. Application to Case is made through Case's Office of Undergraduate Admission. The application process can be reviewed on-line through the Undergraduate Admissions home page. Acceptance into the Program and Case shall be at the sole discretion of Case and the student's application does not guarantee acceptance.
  - b. Acceptances to the Program prior the end of a student's junior year shall be conditional, with formal admission contingent upon the student's final grade point average and academic requirements at the end of the junior year meeting the Program requirements. Students must provide Case a final transcript prior to a final decision being made by Case. Final acceptance into the Program is contingent upon Case's issuance of a written statement confirming said acceptance.
4. Tuition. Each student shall be responsible for paying the tuition and fees to the institution in which he or she is enrolled during the time enrolled and for complying with all of the policies and procedures of such institution. Students in the Dual Degree Program may apply and qualify for financial aid.
5. Minimum Requirements. In order to receive a degree from Case, Dual Degree students must earn a minimum of 50 credit hours at Case with a GPA of at least 2.00.
6. Degree to be Awarded. Students successfully completing the Program will be awarded a baccalaureate degree from College and a Bachelor of Science in Engineering from Case Western Reserve University.
7. Responsibilities of College.
  - a. College will appoint a faculty liaison for the Program. The faculty liaison will periodically, upon request from Case, provide information to Case concerning: how the Program was publicized at College; how many students were referred to and/or visited Case; and how many students enrolled at Case; College's academic requirements and course content; and other relevant information.
  - b. College agrees that it shall be a goal that a minimum of five qualified students shall apply to the Program over a three year period. If less than five students apply over a three year time frame, this agreement with College will be assessed by Case to determine whether it shall be continued by Case.
  - c. College will advertise the availability of the Program through their catalogue literature, special bulletins, web sites and other means.
8. Coordination between College and Case. College and Case shall meet periodically as needed to discuss and publicize the Program. Case will provide to the College faculty liaison

curriculum outlines from each Engineering major department and the contact information for one faculty member in each department of the Case School of Engineering who will serve as the Program faculty advisor for incoming students. Case will advise the College faculty liaison of any curricular changes so that College can better advise its students regarding preparation for or application to the Program.

9. Term and Termination. This agreement will be in effect for one year from the date hereof, and will automatically be extended from year-to-year for an indefinite period unless one of the parties notifies the other party in writing sixty (60) days prior to the end of any academic year that the agreement is not to be renewed for the following academic year. In the event that Case terminates this agreement, students who currently are enrolled in the program or have formally committed to the program at Lebanon Valley College, but who have not yet matriculated, shall be permitted to complete their individual program, subject to the terms and conditions of the Program in effect at the time of their enrollment. In the event of termination for any reason, College shall cease referring to the Program in College's documents (electronic or hard copy).
10. Not a Third Party Beneficiary Agreement. This agreement is not a third-party beneficiary contract and confers no rights upon any students or employees of the parties.
11. No Discrimination. The parties agree not to discriminate on the basis of race, religion, age, sex, color, disability, sexual orientation, national or ethnic origin, political affiliation, or status as a veteran.
12. Confidentiality of Student Information. The parties understand and agree that information regarding students is subject to the provisions of the Family Educational Rights and Privacy Act. The parties agree to use such information only for the purpose for which it was disclosed and not to make it available to any third party without first obtaining the student's consent.
13. Amendments. The Agreement may not be amended or modified without the written consent of the parties hereto.
14. Choice of Law and Venue. This Agreement shall be construed in accordance with the laws of the state of Ohio without regard to its conflict of laws provisions and exclusive venue and jurisdiction for any litigation arising out of this Agreement shall be in a court of competent jurisdiction located in Cuyahoga County, Ohio.
15. Use of Name. College agrees to not use Case's name or logos for any advertising or other commercial purposes, or otherwise disclose any provisions of this Agreement, without the prior written approval of Case.
16. Notice. All notices and other correspondence related to this Agreement shall be in writing and shall be delivered by certified mail, return receipt, or by facsimile transmission or electronic mail if the necessary information for delivery of such is shown below, addressed as follows:

**If to College:**

Department of Physics  
Lebanon Valley College  
101 North College Avenue  
Annville, PA 16003  
Attn: Michael A. Day

**If to Case:**

Case School of Engineering  
10900 Euclid Ave.  
Cleveland, OH 44106  
Attn: Deborah Fatica

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated below.

LEBANON VALLEY COLLEGE

CASE WESTERN  
RESERVE UNIVERSITY

BY:

 9-17-10

Name: Michael R. Green  
Title: Vice President for Academic  
Affairs and Dean of the Faculty

BY:



Name: Norman Tien  
Title: Dean, Case School of Engineering

And



Name: William A. Baeslack, III  
Title: Provost

And



Name:  
Title: