ARTICULATION AGREEMENT

between

HERIOT-WATT UNIVERSITY, of Riccarton, Edinburgh, EH14 4AS, United Kingdom, a registered Charity in Scotland, SC000278.

and

[ ] of [ ]

BACKGROUND

(A) The Partner Institution and Heriot-Watt wish to enter into an articulation agreement to facilitate the entry by students of the Partner Institution to a relevant Heriot-Watt degree programme as listed in Appendix 1; and

(B) This Articulation Agreement (“this Agreement”) is not, and is not intended to be, legally binding except as specifically set out below.

1. Commencement and Duration

It is intended that the terms of this Agreement will remain in force for a period of 3/5 years from the last date of signature of this Agreement, (the “Commencement Date”) and unless otherwise terminated in accordance with the provisions of clause 6. The parties shall review and evaluate the operation of all matters under this agreement between the third and prior to the fourth anniversary of the Commencement Date. Any renewal or amendment of this agreement shall be made in writing and agreed by both parties.

2. Scope of Relationship

2.1 This Agreement covers the provision by Heriot-Watt of programme information and all other relevant information to the Partner Institution and the promotion by the Partner Institution of this arrangement to its students, with the intention that students will be able to articulate from their programme at the Partner Institution into a Heriot-Watt degree programme.

2.2 Any commercial arrangements with any third parties required in connection with the Collaboration will be entered into separately by each party as appropriate.

2.3 This Agreement applies to articulation from a programme at the Partner Institution to a relevant Heriot-Watt programme as listed in Appendix 1.

2.4 The financial arrangements set out in section 10 also apply to students who have studied for one or more academic years at the Partner Institution immediately
prior to applying through the normal processes for admission to Heriot-Watt for programmes not listed in Appendix 1.

3 Obligations of the Partner Institution

3.1 The Partner Institution will co-ordinate, market and promote this Agreement to its students and counsel relevant students from the initial point of contact until registration as a student with Heriot-Watt. The Partner Institution will provide potential students with accurate, up to date promotional material provided by Heriot-Watt’s Student Recruitment Office.

3.2 Students will be required to provide Heriot-Watt directly with all information relevant to their application, including evidence of achievement and references.

3.3 The format and style of all advertising and publicity material relating to this Agreement and the Heriot-Watt programmes must adhere to Heriot-Watt’s Brand Guidelines (https://www.hw.ac.uk/services/media-services/brand-guidelines.htm) which the Partner Institution acknowledges to have received. This may be achieved by use of a joint logo or of the logos of both parties, provided that there is a clear statement that the final award is only a Heriot-Watt award.

3.4 The Partner Institution will provide an annual report to Heriot-Watt, detailing any changes to their programme so that ongoing articulation of the programme can be assured.

4 Obligations of Heriot-Watt

4.1 Heriot-Watt will satisfy itself, through periodic reviews, that the programme offered by the Partner Institution remains suitable for articulation to the Heriot-Watt programme(s) during this agreement.

4.2 Heriot-Watt will inform the Partner Institution of the number of students who take up places through this Agreement each year and the success rate for these students in the first year of their studies at Heriot-Watt.

4.3 Heriot-Watt shall provide multiple copies of its programme literature, promotional material and all relevant information (including Heriot-Watt’s timescales and procedures for admission and registration) to the Partner Institution for distribution to its students.

4.4 Heriot-Watt will forward relevant information directly to students on request and provide guidance on the Heriot-Watt programme applied for. With the exception of the information detailed in clause 4.3 of this Agreement, the Partner Institution will not be responsible to the student or Heriot-Watt for the provision of information.
4.5 Students who meet the admissions criteria of Heriot-Watt will be informed of this decision direct and any offers either unconditional or conditional will be made directly to the student. The Partner Institution will not be responsible for communications between the student and Heriot-Watt.

4.6 Once enrolled with Heriot-Watt, the student will be subject to Heriot-Watt’s Ordinances and Regulations and standard policies and procedures.

5 Admission process

5.1 Students who have completed a programme or part of a programme at the Partner Institution in Column 1 of Appendix 1 with levels of achievement specified in Column 3 of Appendix 1 will be deemed to have met the academic requirements for admission to the Heriot-Watt programme specified in Column 2 of Appendix 1.

5.2 Students who have not completed the programme or part programme at the Partner Institution with levels of achievement specified in Column 1 of Appendix 1 or who wish to study a programme not listed in Column 2 of Appendix 1 may apply individually for admission to Heriot-Watt in the normal manner.

5.3 Students must also satisfy the English language requirements specified in Column 4 of Appendix 1. Students who do not meet this requirement may be given a conditional offer.

5.4 The parties may amend the lists of programmes and admission criteria stated in Appendix 1 by written agreement signed by both parties at any time.

5.5 Heriot-Watt and the Partner Institution will agree student numbers annually in advance. Heriot-Watt cannot guarantee that all students at the Partner Institution who wish to undertake a programme detailed in Appendix 1, and who meet the relevant criteria for admission, will successfully secure a place at Heriot-Watt.

5.6 All applicants to Heriot-Watt are required to follow Heriot-Watt’s normal admissions processes. This includes following the UK Visas and Immigration (UKVI) procedures on international student immigration which can be found at https://www.hw.ac.uk/students/international/uk/visas-immigration.htm. Support will be given to applicants by Heriot-Watt staff to ensure that these requirements are met.

6 Termination

6.1 Either party shall be entitled to terminate the agreement on 6 months written notice to the other party.

6.2 The Agreement will automatically terminate if either party becomes insolvent or is subject to a change of control.
7 Intellectual Property and Know-How

7.1 The Partner Institution undertakes not to use any Heriot-Watt logo or trade mark in relation to this Agreement without the prior written consent of Heriot-Watt. Any material in any media produced by the Partner Institution that uses any Heriot-Watt logo or trade mark is to be subject to the review and written approval of Heriot-Watt. The same shall also apply regarding the use of the Partner Institution’s logo by Heriot-Watt.

7.2 Heriot-Watt and the Partner Institution may develop joint marketing campaigns (using co-branding etc) during the period of this Agreement. Such campaigns will be subject to mutual agreement, and separate terms and conditions will be formulated at that time.

8 Confidentiality

8.1 Subject to Heriot-Watt’s obligations pursuant to the Freedom of Information (Scotland) Act 2002, neither party shall, during this Agreement or after its termination, disclose the other’s Confidential Information to any other person.

8.2 Subject to Heriot-Watt’s obligations pursuant to the Freedom of Information (Scotland) Act 2002, neither party shall use such Confidential Information for any purpose except as permitted in this Agreement and shall not disclose such Confidential Information to any third party except as permitted by this Agreement.

8.3 The term “Confidential Information” shall mean all unpublished information and materials exchanged between the parties that is exempt from disclosure under the Freedom of Information (Scotland) Act 2002, including, though not limited to, financial, technical, commercial and/or other confidential information concerning the other party or the subject matter of this Agreement. The term Confidential Information shall not include information and materials which have been legally disclosed.

8.4 The Parties agree to fulfil their obligations under the Data Protection Act 1998 (in particular the eight principles set out in schedule 1 to that Act). Each party warrants and undertakes that it will have in place appropriate technical and organisational measures to protect personal data it shares with the other against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected. Each party has the right to audit processing of shared personal data held by the other party to monitor compliance with the Data Protection Act 1998.
9 General

9.1 Unless this Agreement expressly states otherwise, no right or obligation arising under this Agreement may be assigned, transferred or otherwise disposed of, in whole or in part, without the prior written consent of the parties.

9.2 Unless this Agreement expressly states otherwise:

(a) a person who is not a party to this Agreement has no right to enforce any of its terms; and

(b) if a person who is not a party to this Agreement is stated to have the right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999, the parties may rescind or vary this Agreement without the consent of that person.

9.3 Each party will cover its own costs in relation to the activities under this Agreement.

9.4 This Agreement will be reviewed by Heriot-Watt and the Partner Institution after one year from the Commencement date and then periodically throughout the Term of this Agreement. Any review may be through some of the following processes; exchange of correspondence, completion of any documentation that would facilitate the sharing of information and possible meetings.

10 Financial Arrangements

10.1 Heriot-Watt will provide students who have studied at the Partner Institution for at least one academic year immediately prior to admission to Heriot-Watt with a scholarship. The Scholarship shall be 10% of the tuition fee. The Scholarship shall be paid to the student each year that the student studies at Heriot-Watt as a full time student. This does not include any resit or repeat years that a student undertakes. This scholarship shall be regarded as a fee discount for the students who register with Heriot-Watt in full time study.

10.2 The tuition fees due each year will be published on the Heriot Watt website (http://www.hw.ac.uk/student-life/scholarships/tuition-fees.htm).

10.3 Students will be responsible for all accommodation and living costs and must exhibit proof of ability to pay Heriot-Watt these prior to travelling to the Heriot-Watt campus.

10.4 Heriot-Watt requires all non-EU students who are not sponsored to submit an advance instalment of tuition fees. Full details will be provided to all applicants during the application process.
11 Governing Law

11.1 This Agreement is (and all discussions and any legal Agreements prepared in connection with this Agreement) governed by and construed in accordance with the law of Scotland.

11.2 The parties irrevocably agree that the courts of Scotland have exclusive jurisdiction to settle any dispute or claim which arises out of or in connection with this agreement.

11.3 The parties agree that only clauses 7, 8, 10 and 11 of this Agreement shall be legally binding.

Each party hereby confirms its Agreement to the terms contained in this agreement.

............................................................................... ......................................................
Duly authorised for and on behalf of [name of Partner Institution] Duly authorised for and on behalf of Heriot-Watt University

Date ........................................................................................................... Date
..................................................................................................................
ARTICULATION AGREEMENT APPENDIX 1

This Appendix to the Articulation Agreement is made by and between

(1) [name of partner institution] of [ ] (“Partner Institution”); and
(2) Heriot-Watt University, of Riccarton, Edinburgh, EH14 4AS, United Kingdom, a registered charity in Scotland, SC000278. (“Heriot-Watt”).

<table>
<thead>
<tr>
<th>Partner Institution Programme/ or part thereof</th>
<th>Heriot-Watt Programme &amp; Campus location(s)</th>
<th>Required student achievement</th>
<th>English language requirements (acceptable at the time of application)</th>
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Duly authorised for and on behalf of [name of Partner Institution]

Date

Duly authorised for and on behalf of Heriot-Watt University

Date