

PROGRESSION PATHWAY AGREEMENT

Institut für Fremdsprachen und Auslandskunde
Hindenburgstrasse 42
91054 Erlangen
Germany

(the "**Institution**")

Dear Sirs

Heriot-Watt University ("HWU")

In recognition of the relationship between the HWU and the Institution and to facilitate progression to HWU MSc Programmes (this refers to entry to the start of the programme):

(A) This Agreement sets out the understanding on which HWU is willing to provide a discount in the form of a fee abatement to students from the Institution (the "**Students**") for on-campus taught masters programmes at HWU commencing in the Academic Year 2021/22 (the "**Programmes**" and each a "**Programme**"). For the avoidance of doubt, any student with home fee status would be required to pay the full home fee and would not be eligible for the 50% fee abatement.

(B) Except as otherwise stated, this Agreement not intended to be legally binding or create any contractual relationship between (i) the parties, or (ii) HWU and any Students (or other third parties).

(C) This Agreement is revocable at any time by either party by giving email or written notice to the other party.

1. In the event that a student who has recently studied with the Institution (within three years of the date of application to HWU), meets the entry criteria for, successfully applies to, and enrolls on a MSc Programme from HWU, commencing in the Academic Year 2021/22, then HWU shall provide the Student with a discount of 50% on the standard MSc Programme fee (the "**Discount**"). The 50% discount will be subject to review for Academic Years 2022/23 and 2023/24 but it is anticipated that a similar level of abatement for students from the Institution will be applied.
2. HWU grants the Institution a non-exclusive, non-transferrable, royalty-free, revocable right to use the HWU trade mark(s) attached as Annex 1 to this Agreement (the "**HWU Trade Marks**") for inclusion on any marketing materials for the promotion of the HWU MSc Programmes and the Discount. The use of the HWU Trade Marks shall be subject to HWU's brand guidelines as set out at: <https://www.hw.ac.uk/uk/services/media-services/brand-guidelines.htm> (as updated from time to time). This clause 2 is intended to be legally binding.

3. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with Scots law, and the parties irrevocably agree that the Scottish courts shall have exclusive jurisdiction to settle any such dispute or claim. This clause 3 is intended to be legally binding.

Please confirm your agreement to the terms of this Agreement by signing below and returning to me.

Yours faithfully

R. MacIntosh

Professor Robert MacIntosh
Head of School of Social Sciences
Authorised Signatory, for and on behalf of Heriot-Watt University

Date:..... 13th July..... 2021

We agree to the terms as set out in the foregoing Agreement.

Peggy Davies-Brown (signature)

For and on behalf of Institut für Fremdsprachen und Auslandskunde

Full Name: *Peggy Davies-Brown*

Position: *Department Head English*

Date: *3 August* 2021