

TERMS AND CONDITIONS FOR EXTERNAL SERVICE PROVIDERS (ESP)

1. GENERAL INFORMATION

ENRICH in China is the European Network of Research and Innovation Centres and Hubs in China. It is an innovation centre that intends to connect and support European research, innovation and business organisations into the Chinese market by providing services such as consultancy, business intelligence, training, innovation certification and event organisation.

ENRICH External Service Providers (ESP) are organisations located in China and/or Europe, which offer support services in the area of STI (Science, Technology and Innovation) in both or one of the two markets (CN & EU). Being an ESP is one of the pathways through which organisations can engage in ENRICH in China Community.

ENRICH in China External service providers (ESPs) comprise the organisations which will directly provide services to ENRICH in China clients. Their interest of being involved in ENRICH network is twofold: (i) to benefit from business opportunities eventually generated by the centre; (ii) to get associated to a well-known and trustable brand such as is ENRICH in China, being granted the possibility of acting under or of being certified by this label.

It is important to highlight that ESPs are general service providers within ENRICH community. This means that ESP are able to provide any service within ENRICH in China service portfolio, with the exception of soft landing and co-working-related services, which are exclusively provided by the Soft Landing Zones (SLZ.)

1.1. Eligibility Requirements & Conditions

To become an ENRICH in China External Service Provider (ESP), the prospective applicant needs to meet following requirements:

- Submit an online based application form filled out complete and comprehensible (all fields marked with an asterisk (*) are required)
- Operate along the innovation value chain
- Ability to communicate / offer services in English
- To be a registered legal entity in China or Europe
- Offer Services of our Service Portfolio
- Regular payment of the ESP membership fee

1.2. Operating as an External Service Provider

1.2.1 Receiving service requests: ENRICH in China is not obliged to refer service requests to any ESP. Likewise, an ESP are not obliged to accept the service request referred by ENRICH in China. The outsourcing of service requests from ENRICH in China to ESP is discretionary upon the centre.

1.2.2 Providing services: the contractual relationship is directly between the ESP and the client. ENRICH in China acts as facilitator and simply intermediates the initial contact and follows up to make sure that a service contract was signed and performed. In case a service contract is celebrated between the ESP and the client, no additional fee will be charged by ENRICH in China towards the ESP. ENRICH in China reserves the right to start charging a commission fee in the future for acting as a facilitator between ESPs and clients.

1.2.3 Service evaluation: Upon completion of the service provided, ENRICH in China will request from the client to fill in an Assessment Performance Questionnaire, in which the client will be able to provide a rating for the ESP service quality.

1.2.4 Rating of the ESP: After successfully joining, the ESP consent to the following:

- As ENRICH strives for high-quality branding, approved ESPs will be able to present the quality of their services. If and when the ESP “indeed” execute services, they will be rated by service receivers/end-clients. In this regard, you give your consent to ENRICH in China to present and reveal the acquired rating-points to ENRICH audience (general public who visits the ENRICH in China website) as well as ENRICH itself.
- If you as an ESP repeatedly receive poor ratings, you will be first warned to work on your service quality, later imposed to sanctions and lastly excluded from the ENRICH in China visibility system (removed from the website and social media). Additionally, this also concerns those ESPs who were not booked for a relatively longer period.

1.3. Online Application

Membership applications are filled in and submitted online, through the following [link](#): After successfully filling in your application, you will either have sight of a confirmation page or receive an email. Acknowledgement that your application has been received and is being processed does not yet mean that your application has been accepted.

Your application will be revised by ENRICH in China in 1-month time after the end of the cut-off date for applications. To be noted that application process is continuous with two cut-off dates per year.

Upon the acceptance of the application, you will receive a confirmation e-mail, with further information.

1.4. Membership renewals

If you are already an External Service Provider of ENRICH in China and wish to renew your membership, please contact ENRICH in China email at china@enrichcentres.eu and send the email with subject of Membership renewals. Do not complete the application form again as this might result in a duplicate membership record being created. At the point of renewal of your membership, your renewal payment is confirmation of the continued acceptance of this contract. You may not transfer any of your rights and obligations under these terms and conditions to another person/legal entity. The renewal of the ESP membership applies from 2021 onwards.

ENRICH in China reserves the right to reject a renewal in case of poor performance of the ESP, of serious breaches of obligations under this Terms and Conditions.

1.5. Cancellations and refunds

If you wish to cancel your ESP membership you have to inform ENRICH in China of your intention a minimum three months prior to the anniversary of your application. This must be done in a written form with a signature / organizational stamp. This notice should be provided directly to ENRICH in China in writing by letter or email.

No refunds will be provided unless the above notice requirements are complied with. Once renewal of your ESP membership has occurred, it will still be possible to cancel your membership, but we are not obliged to offer a refund if notice has not been given within the stated time period.

1.6. Termination of a membership

If you do not abide to the following terms and conditions, your ESP membership contract including all its benefits will be cancelled within pre-specified working days after an official notification (e-mail) from ENRICH in China:

- If you do not pay your annual ESP membership fee. The default period for failure to pay is 14 days (incl. weekends and holidays). If the payment has not been done within the given default period, ENRICH in China will charge 5% of the membership price on top of the membership fee for the failure to pay the annual fee.
- If you violate terms and conditions specified in this document.

2. MEMBERSHIP BENEFITS

As an ENRICH in China External Service Provider, you will receive benefits and services such as:

- Access to the ENRICH Community (the largest Pan-European & Chinese STI network)
- Profiles and visibility on ENRICH in China Website and social media
- First-hand information on ENRICH in China activities
- New business opportunities and new clients acquired through service provision
- Free access to ENRICH RDI Briefings and RDI Intelligence Reports
- Capacity to provide the full range of ENRICH in China services
- New business opportunities and new clients acquired through referral (from Hubs, Head Offices or RCPs)
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We reserve the right to change the benefits that apply to ENRICH in China membership at any time without a prior (30 days) notice.

3. OBLIGATIONS OF EXTERNAL SERVICE PROVIDERS

As an ENRICH in China External Service Provider you warrant and represent to ENRICH in China that the following are and will be true each time that you access or use the ENRICH in China website, receive the indicated benefits from ENRICH in China and provide services under the umbrella of ENRICH in China to the end-users and other ENRICH in China Members:

- a) you have all requisite power and authority to enter into and perform your obligations under these terms and conditions;

- b) there are no circumstances of which you should reasonably be aware which would prevent these terms and conditions from being and forming legally binding obligations upon you;
- c) your performance pursuant to these terms and conditions does not and will not conflict with or breach any constitutional document, agreement or Applicable Laws to which you are subject or by which you are bound;
- d) all the information which you submit to ENRICH is complete, reliable, accurate, free from errors, and not misleading in any way, and will not infringe any third-party rights;
- e) you have declared any unspent criminal convictions, insolvency or undischarged bankruptcy and
- f) you will not do, or omit to do, anything that might reasonably be expected to put us in breach of any Applicable Laws.

You will provide ENRICH in China promptly on request with all information that we may reasonably require from time to time in connection with your access to or usage of our website.

4. PRICE INFORMATION

4.1 By agreeing to these terms and conditions, you agree that you will pay ENRICH in China ESP fees (starting from 2019 onwards) set out on the "Application" pages of the ENRICH in China website on the application submission day, which currently are:

2021 – New Contracts	
ESP Accreditation Fee (one-off payment)	2,400€
ESP Renewal Fee (annual)	1,000€

- 4.2 Enrich in China fees runs from 1 January to 31 December in any year. ESPs joining part way through a year (i.e. not in January) will pay on a pro-rata basis. For example, a member joining on 1 July would be invoiced for 50% of the annual fee for the remaining 6 months of the year.
- 4.3 You may make a one-off payment for a one-year membership (new or renewal) by credit or debit card, in accordance with the payment information contained on the Application page of our website.
- 4.4 All prices are VAT exclusive. VAT is applicable only for EU countries and depends on the country where you are resident or established.
- 4.5 We reserve the right to increase the price of individual membership from time-to-time, and any such amendments will be on the Application page of the Site. If you are a current ENRICH in China ESP, you will be informed of any fee increase in your renewal e-mail. If we discover an error in the price of your membership, we will inform you as soon as possible.
- 4.6 We reserve the right to start charging in the future a commission fee for acting as a facilitator between ESPs and clients. If you are an ENRICH in China ESP, you will be informed in due notice and on timely manner for such change in the terms and conditions.

- 4.7 If you are not using your own credit/debit to pay for the membership fee, you must ask the permission of the credit/debit card holder before entering the payment details.
- 4.8 Payments for the membership fee and other specified fees are only accepted in EURO. If you are paying with other currency, please refer to your financial institution where you hold your credit/debit card. Currency Exchange Rate is based on the official European Central Bank rate as specified at: <http://www.ecb.europa.eu/stats/exchange/eurofxref/html/index.en.html>

When you apply to become an ENRICH in China ESP online, you are confirming that you have obtained the express prior permission of the credit/debit card holder.

5. DATA PROTECTION AND CONFIDENTIAL INFORMATION

- 5.1 You acknowledge and agree that ENRICH in China may monitor your use of the ENRICH in China website.
- 5.2 ENRICH in China may record, retain and use for monitoring, statistical analysis or own marketing purposes information on or from your access to and use of the ENRICH in China website and the Services.
- 5.3 We collect content and other information you provide when you use our Services, including when you register offline / online, message or communicate with ENRICH in China and its customer service. This can include information in or about the content you provide. We also collect information about how you use our Services, such as the types of content you view or engage with or the frequency and duration of your activities.
- 5.4 The data collected is used for service delivery, content personalisation, service improvement, communication with you. For this, the data can be statistically analysed using special analytical programmes.
- 5.5 The same applies to information you provide for ENRICH in China events (i.e. workshops, conferences, matching). All data and information received and recorded during such events will be also used for future references, statistical analysis, marketing purposes of ENRICH in China. Photos and videos recorded during our events can be used for marketing purposes hence disseminated publically. No names and personal information, however, will be distributed for public marketing purposes without prior consent.
- 5.6 Information and data you provide or collected by ENRICH in China can be shared, if necessary, with ENRICH in China official affiliates (i.e. members, partners) with an intention to improve our services, prepare services, provide services, communication purposes and analytical purposes.
- 5.7 Data you provide will be also used for confirmations and invoices.
- 5.8 We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.
- 5.9 In the process of providing services to you, we may transfer information that we collect to affiliated entities, or to other third parties across borders and from your country or jurisdiction to other countries or jurisdictions around the world.
- 5.10 We may update this privacy policy to reflect changes to our information practices. We encourage you to periodically review this page for the latest information on our privacy practices.

- 5.11 Data you provided and collected by ENRICH in China will be stored within a secured environment. If stored electronically, this must be a machine, or set of machines located in a physically secured environment – with controlled access - as well as technically secured.
- 5.12 You shall treat as confidential and shall not (other than where permitted or compelled to do so by any Applicable Law) use or disclose to any person any Confidential Information nor permit its disclosure. For the purposes of these terms and conditions, Confidential Information means all information (in whatever form) which is not publicly known and which is disclosed to, or otherwise learnt by, you in connection with the ENRICH in China website, benefits receivable or these terms and conditions.

Any personal data collected will be treated confidentially, properly stored and will not be disclosed under any circumstance to any third part in accordance with the EU General Data Protection Regulation (GDPR)¹.

No export of data to non-EU countries will be enacted by ENRICH in China.

6. THIRD PARTIES

A person who is not party to these terms shall not have any rights under on in connection with them.

7. THE ENRICH IN CHINA BRAND

The "ENRICH in China" trade mark is owned by ENRICH in China and nothing contained on the ENRICH in China website or these terms and conditions shall constitute the grant of a licence to use such trade mark without prior contractual agreement or specification in this agreement.

8. QUERIES, COMMENTS AND COMPLAINTS

We will respond to any complaint or query received. If you have any queries, comments or complaints about your membership please contact the ENRICH in China team via email: china@enrichcentres.eu