

TERMS AND CONDITIONS FOR MEMBERS (ASSOCIATES & INDIVIDUALS)

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 in China aims to build a large community of Members from all over Europe and China interested in getting acquainted and informed about Europe-China innovation and business cooperation and willing to help disseminate the Centre's activities and services at the same time. Members' participation is deemed essential for ENRICH in China's success as it will enable the Centre to identify and build upon the concrete needs and demands from European and Chinese actors working in the STI field on both sides.

Any organisation or individual interested in getting informed about, acquainted with or engaged in the Europe-Chinese STI cooperation landscape may become a member of ENRICH in China.

There are two types of ENRICH Members:

1. **Associates:** STI-related organisations, such as research and technology organisations, universities, R&D Centres, joint labs, funding agencies, science and technology authorities, technology transfer agents, science parks and industrial organisations. They act as points of reference, linking triple helix representatives (academia, industry, government) and leveraging their networks.
2. **Individuals:** any person, from any organisation, interested in ENRICH services in China and in the overall initiative is invited to join the community and get first-hand access to the content and knowledge provided by the centre.

1.1. Eligibility Requirements

The organisation or individual willing to join ENRICH in China as a member need to meet following requirements:

- Submit an online based application form filled out complete and comprehensibly (all fields marked with an asterisk (*) are required)
- Operate along the innovation value chain
- Ability to communicate / offer services in English
- Payment of the Membership fee

1.2. 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 Membership Committee 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.

1.3. Membership Renewals

If you wish to renew your membership, please contact ENRICH in China 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 membership applies from 2021 onwards.

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

1.4. Cancellation and Refunds

If you wish to cancel your 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 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 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.

If you do not abide to the following terms and conditions, your membership 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 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 Member, you will receive benefits and services such as:

- Access to the ENRICH Community - the largest Pan-European & Chinese STI network, benefitting from the cooperation and networking possibilities it provides.
- Free access to ENRICH in China information and intelligence papers, reports and studies.
- Get first-hand information about Europe-China cooperation on science, technology and innovation.
- A 50% discount rate on any ENRICH in China activity– tours, workshops, other trainings and other events.
- Priority access and special discounts (defined on a case by case basis) on the activities organized by the ENRICH centres in Brazil and USA.
- Exclusive use of ENRICH in China Member Status logo.
- Access to the reserved area of ENRICH in China website
- Availability of ENRICH in China communication channels (online and in paper) to promote your organization services and activities.

We reserve the right to change the benefits that apply to ENRICH in China membership at any time within a prior (30 days) notice.

3. OBLIGATIONS OF MEMBERS

As an ENRICH in China Member 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 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 ENRICH in China in breach of any Applicable Laws.

You will promptly provide ENRICH in China, upon request, with all information that may be reasonably required from time to time in connection with your access to or usage of the centre's website.

4. PRICE INFORMATION

4.1 By agreeing to these terms and conditions, you agree that you will pay ENRICH in China Membership fee (starting from 2019 onwards) announced on the "Application" page of the ENRICH in China website.

4.2 **Reduced fees will be applied in 2019**, in the context of ENRICH in China Early Adapter Programme. The fees for Associate Members are different according to the dimension of the organisation. The fees for Associate Members, Individuals and Sponsors is provided below:

ASSOCIATE MEMBERS	
2021 – New Members	
Associates with 1 to 10 employees	125€
Associates with 11 to 100 employees	250€
Associates with 100 and more employees	500€

INDIVIDUAL MEMBERS	
2021 – New Members	
Individual members	50€

4.3 Enrich in China Member fee is paid annually.

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 ENRICH in China reserves the right to increase the price of Membership membership from time-to-time, and any such amendments will be on the Application page of the Site.

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

4.7 Payments for the membership fee and other specified fee 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>

5. DATA PROTECTION AND CONFIDENTIAL INFORMATION

By submitting your Membership Application, you acknowledge and provide consent to the following:

- 5.1 The data collected from your usage of ENRICH in China website is used for the exclusive purpose of improving the customisation of ENRICH in China service delivery, online content and communication with you. The data may be treated for statistical purposes and analysis.
- 5.2 The data collected in the context of ENRICH in China events (missions, meetings, workshops, etc.) may also be treated and used for marketing purposes and statistical treatment.
- 5.3 Use of photos and videos recorded during ENRICH in China events for marketing purposes and public dissemination. No personal data, however, will be disclosed without explicit prior consent.
- 5.4 Data you provide for job application will be used only for job related analysis and dissemination.
- 5.5 Data you provide will be also used for confirmations and invoices.
- 5.6 We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.
- 5.7 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.
- 5.8 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.
- 5.9 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" trademark is owned by ENRICH in China and nothing contained on the ENRICH in China website or these terms and conditions shall

¹ <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32016R0679>

constitute the grant of a licence to use such trademark without prior contractual agreement or specification in this agreement.

8. QUERIES, COMMENTS AND COMPLAINTS

If you have any queries, comments or complaints about your membership please contact the ENRICH in China team via email: china@enrichcentres.eu