GENERAL CONDITIONS FOR THE “DOING BUSINESS IN CHINA” PROGRAMME, ORGANISED BY THE UPF-BARCELONA SCHOOL OF MANAGEMENT IN COLLABORATION WITH SHANGHAI-FUDAN UNIVERSITY

1. Application

These general conditions are applicable exclusively to the programme named “Doing Business in China”, designed and organised by the Institute of Continuing Education Foundation, under the trademark UPF Barcelona School of Management (from here on, the BSM), which will be imparted with the academic collaboration of Fudan University in Shanghai.

“Doing Business in China” is a training activity which aims to inform students enrolled in any of the programmes taught by the BSM in the academic year of 2017-2018, as well as the previous students of the BSM, of the reality of how business is done in China, providing them with an on-location training experience with Chinese professors of renowned prestige from Fudan University, as well as with visits to head offices of businesses located in China.

“Doing Business in China” will take place in the Chinese city of Shanghai, specifically in the Fudan University Campus (at the following address: School of Management, Fudan University 670 Guoshun Rd, Yangpu District, Shanghai, PRC.). You can review the academic content, timetable, teaching staff and price of this training activity with the following link http://www.barcelonaschoolofmanagement.upf.edu/en/doing-business-in-china as well as the conditions in which the course will be carried out, detailed in the present General Conditions (from here on, the PROGRAMME).

These General Conditions will be made available to current students and/or ex-students of the BSM on the IDEC Foundation website, at the URL http://www.barcelonaschoolofmanagement.upf.edu/en/doing-business-in-china/admission-registration and on the e-Secretary.

A request for enrolment to the PROGRAMME will necessarily imply the acceptance of each and every one of these General Conditions on behalf of the student or ex-student applicant of the BSM (from here on, the Applicant).

The process of accepting and concluding the contract will be processed electronically.
The information contained on the BSM website relating to the PROGRAMME, as well as in the leaflets or any other type of publicity material from the BSM regarding the same, is purely for informative purposes and does not bind the BSM in that which is not expressly provided for in these General Conditions. In case of a discrepancy, the terms of the Spanish/English version of the present General Conditions will prevail in all cases.

2. Number of places. Enrolment and reservation of a place

2.1.- Number of places and process of assigning said places

This first edition of the PROGRAMME has a total of TWENTY (20) places available. The total price for enrolment is TWO THOUSAND EIGHT HUNDRED EURO (2,800.00 euro).

The places will be allocated strictly by order of precedence among the Applicants that have completed the entire registration process to the PROGRAMME and have made a payment to the amount of SEVEN HUNDRED EURO (€700.00) in order to reserve a place. These 20 places will be allocated to the first 20 Applicants who fulfil these requirements. The BSM will then create a waiting list containing the remaining Applicants and, in the case of a cancellation, these applicants will be informed strictly in order of registration to then make a payment to reserve the place and/or the entire price for the PROGRAMME, depending on the moment when the cancellation takes place.

Without prejudice to the previous, an Applicant who reserves a place but does not make a payment for the total price of the PROGRAMME before the 2nd of March 2018 will lose all acquired rights as well as the amounts paid, with the BSM able to assign their place to another Applicant.

2.2.- Process of enrolment and payment of the price

Enrolment should be requested by the Applicant through accessing and completing the Enrolment Request form posted on the PROGRAMME website, accessible with the following link: http://www.barcelonaschoolofmanagement.upf.edu/en/doing-business-in-china/personal-details

Once the BSM receives the Enrolment Request the Applicant will receive access codes from the e-Secretary and should use them to access this portal and fill in the form with their personal information, as well as accept the present General Conditions of the PROGRAMME, available on the e-Secretary. Additionally, to be admitted to the PROGRAMME it is an essential condition that the Applicant has a level of English equivalent to

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1 The BSM provides the student portal to participants for them to complete the administrative and registration processes for the corresponding training programmes. This is located through the following URL: http://eSecretaria.bsm.upf.edu.
the B1 English Level. This level must be proven by the Applicant by providing the BSM with a copy of the B1 certificate which validates it. The certificate should be uploaded in a digital format by the Applicant to the “Documentation” section on the e-Secretary. Should they not have an accredited certificate, the Applicant should declare this to the BSM and the BSM reserves the right to perform an interview with the Applicant to verify that they have a level of English sufficient for following the PROGRAMME. Should the BSM decide that the Applicant does not have such a level, they will refuse the Applicant’s Enrolment request at this point, notifying them in writing.

Once the actions described previously have been completed, the Applicant will receive an e-mail notification from the BSM relating to their admission to the PROGRAMME. It is understood that, as of the date of said notification, the Applicant will have a period of fourteen (14) days to exercise their right to withdrawal, in accordance with that established in the present General Conditions.

Once admitted to the PROGRAMME, the Applicant will have to make the payment of SEVEN HUNDRED EURO (€700) in order to reserve a place. If they prefer, they can also fulfil the total payment for the PROGRAMME (TWO THOUSAND AND EIGHT HUNDRED EURO, €2800). Should the Applicant decide to only make the payment to reserve a place, they will need to make a payment for the balance of the total price of the PROGRAMME (TWO THOUSAND AND ONE HUNDRED EURO; €2,100.00) as soon as possible, and before the 2nd of March 2018 at the very latest.

Should the Applicant not at the very least make the required payment to reserve a place and/or for the total price of the PROGRAMME before the 2nd of March 2018, the BSM reserves the right to assign the place to another Applicant, respecting the strict order of enrolment and complete payment for the price of the PROGRAMME.

From the 3rd of March 2018, the BSM will confirm to the Applicants that they have completed on time and in full the enrolment process and the payment for the total price of the PROGRAMME, and have met the level of English required. Their enrolment to the PROGRAMME will have been made by strictly following the order of precedence in the awarding of the 20 places available to the first 20 persons who, having reserved a place, had paid the full price for the PROGRAMME. Such confirmation will grant the condition of Participant to the PROGRAMME, and the term Participant should be understood as such when used in the present General Conditions.

3.- Price

3.1.- Price of the PROGRAMME

The total price of the PROGRAMME is TWO THOUSAND EIGHT HUNDRED EURO (€2,800).
3.2.- Concepts included and not included in the price

This price is understood to include:

- Economy class flight Barcelona-Shanghai-Barcelona
- Management of Chinese tourist visa for each Participant
- 5 class sessions according to the PROGRAMME schedule
  o Monday 21st of May 2018, morning and afternoon.
  o Tuesday 22nd of May 2018, morning
  o Wednesday 23rd of May in the morning
  o Thursday 24th of May in the morning
- 3 visits to Chinese businesses and European businesses established in China
- Roundtrip transportation to the businesses
- Transport on arrival from Pudong Airport (Shanghai) to Fudan University, and vice versa.
- Four lunches from Monday the 21st to Thursday the 24th of May 2018
- Five coffee breaks during class sessions
- A welcome and a farewell dinner
- Seven nights in a hotel with shared double rooms with breakfast included. Should a student require a private room they will have to request it specifically and assume the additional cost incurred
- Internet connection in classrooms and hotel rooms
- Medical and travel insurance taken out by the BSM with coverage that is detailed, for information purposes, in the Multiasistencia Plus policy summary document that is available through the following link: http://www.barcelonaschoolofmanagement.upf.edu/sites/default/files/insurance.pdf. This insurance will cover the Participant for eventualities that are covered by the policy, should they take place during the period between Friday the 18th of May from 12.01am and until 11.59pm on Saturday the 26th of May 2018.

Any other features aside from those explicitly stated as included in the price are understood as not being included, and will need to be organised and paid for directly by the Participant of the PROGRAMME. Particular features understood to not be covered within the price include, but are not limited to, the following:

.- The fee for obtaining a tourist visa for the stay in China. The amount of this fee will depend on the nationality of the Participant and the community/city/country of which they are a legal resident. Therefore, the fee will need to be covered by the Participant in an independent manner, in addition to the total price of enrolment;

.- Charges/commissions for payment by credit card and/or transfer that the banking entity, where appropriate, charges to the participant;

.- Optional services (cancellation insurance, optional excursions, among others).
3.3.- Visa

The visa process will start a minimum of one month before the flight departure date to China. Therefore, the Participant will need to deliver the relevant documentation for the process to the BSM, specifically to the programme Manager appointed for the PROGRAMME, Luis Miguel Rosso, no later than the 10th of April 2018. The documentation to deliver will be:

- Passport. In order to travel to China the Applicant will need a passport that is valid for at least 6 months from the start date of the visa application, and throughout the entire duration of the PROGRAMME. Furthermore, the passport will need to have two blank pages for the visa.

- A passport photo (48x33mm) with a light background.

- The visa application form is available through the following link http://www.visaforchina.org/MAD_EN/System/266307.shtml or you can download it, fill it in by hand and sign it through the following link: http://www.visaforchina.org/MAD_EN/generalinformation/downloads/266297.shtml

- Residence permit for non-Spanish Participants;

- Anything else that the BSM could require from the Participant to process the visa correctly.

Both the passport and the visa should be valid throughout the entire duration of the PROGRAMME. For this purpose, the BSM will provide the Applicant with the corresponding letter of agreement once they are admitted onto the PROGRAMME, should it be required for the visa process.

The BSM assumes no responsibility for those Applicants that do not possess these documents and/or do not have them in order, nor for Applicants that have not obtained a visa in time for the departure date of the trip, due to causes not attributable to the BSM. In which case, all costs that could derive from the cancellation of the PROGRAMME due to not complying with the stated rules will be the responsibility of the Applicant.

Furthermore, obtaining the personal documentation referred to here (individual passport) will be entirely the responsibility of the Applicant.

3.4.- Change of return date and return flight to Barcelona

At the BSM we recommend that the departure and return dates arranged for this PROGRAMME not be modified, to allow for better logistic and academic management of the PROGRAMME and of the Participants. As such, in no case can the departure or return dates by modified by the Participant. The Participant must travel with the entire group on the planned dates for leaving Barcelona and for returning to Barcelona.
4.- Enrolment. Cancellation of enrolment for default

- **Formalisation of enrolment**: The total amount for enrolment should be paid before the 2nd of March 2018.

An Applicant that makes the payment of €700 in order to reserve a place, but does not pay the entire balance for enrolment before the referred date, will lose all rights acquired and the amounts paid, allowing for their place to be assigned to another Applicant.

Enrolment to the PROGRAMME is entirely personal and non-transferable. As such, once duly formalised, the right to follow the PROGRAMME will only be given to the individual that has been identified as the Applicant. Accordingly, payment for the total price of enrolment is also personal and non-transferable, and cannot be used to cover the enrolment application of a third party distinct from the Applicant.

This training activity does not satisfy the necessary requirements to be subsidised by companies.

- **Cancellation for Default**: The BSM can proceed with cancellation of enrolment to the PROGRAMME for default in the following circumstances:
  - For non-payment, total or partial, of the price for the PROGRAMME, within the established periods.
  - For any conduct that goes against the rules of coexistence and discipline that should govern life in the university community of the BSM and, in particular, for any behaviour, expression or content that is illegal, defamatory, offensive or that infringes on the values and dignity of the persons, carried out by the participant within the framework of the PROGRAMME and/or in the environment and spaces of the institution and/or those in which the institution imparts the PROGRAMME.

Cancellation of enrolment by the BSM for default will not in any case involve refund of the amounts paid up to that moment by the Participant.

5.- Right of withdrawal

Applicants admitted to the PROGRAMME will have a period of fourteen (14) calendar days from the date of their admission notification in order to withdraw. To do this they will need to communicate in writing their desire to withdraw through the withdrawal form created for this purpose by the IDEC Foundation, by post to the General Secretary at the following address: C/Balmes, 132, 08008 Barcelona or by e-mail to secretaria.general@bsm.upf.edu, attaching the signed withdrawal. Reimbursement of the amounts paid with the right of return will be made by bank transfer.
6.- PROGRAMME subject to changes. The right reserved to cancel the PROGRAMME

The PROGRAMME is a programme subject to changes.

The BSM reserves the right to cancel the PROGRAMME if it does not reach the minimum number of applicants necessary. In this case, the BSM will return to the Applicant the amounts paid up to this point, remaining exempt from any other additional responsibilities.

Furthermore, the BSM reserves the right to suspend or postpone the PROGRAMME. The BSM will communicate any suspension or postponement to the accepted Applicants with as much notice as possible. In such circumstances, the accepted Applicant can either accept the new impartation dates of the PROGRAMME proposed by the BSM or of course request to cancel the enrolment and receive reimbursement of the amounts paid to date.

7.- Requirements for successfully completing the PROGRAMME. Qualification

An indispensable requirement for a participant to successfully complete the PROGRAMME is a minimum of 80% attendance to the PROGRAMME teaching sessions (including visits to the companies that form part of it), as well as active participation in said sessions and visits and the preparation and presentation of the practical exercises that, where appropriate, can form part of the training at the discretion of the teaching body.

Upon successfully completing the PROGRAMME, the participant will receive a Certificate of attendance and achievement issued by the BSM, and another certificate issued by Fudan University. This PROGRAMME is not sanctioned with any official qualification from Pompeu Fabra University and/or any other University.

Participation to this PROGRAMME will not give the Participant any right to obtain a student ID card.

8.- Voluntary withdrawal by a Participant from the PROGRAMME

If a Participant decides to withdraw from the PROGRAMME outside of the withdrawal period, they will have to formally request as such in writing to the BSM, for the attention of the General Secretary (currently located on the third floor of the Balmes Building, or by e-mail at secretaria.general@bsm.upf.edu).

Depending on the time at which the Participant formalises the aforementioned withdrawal request, the BSM will apply, on the amount paid by the Participant up to that point, the following withholdings:

.- If the withdrawal request is received by the BSM once the right to withdrawal period has expired, and by the 2nd of March 2018 (including the whole day, up to 6pm), the BSM will return to the Participant the amounts they have paid for enrolment up to that date, while retaining the amount of SEVEN HUNDRED EURO (€700) to cover management costs.
If the withdrawal request is received by BSM from the 2nd of March 2018 onwards (after 6pm), the BSM will retain the entirety of the amounts paid by the Participant up to this point.

If the amount paid up to the point when BSM receives the withdrawal request from the PROGRAMME was not sufficient to cover the aforementioned retention amount, the Participant will acknowledge the debt of that outstanding amount (which will be the remaining amount to entirely satisfy the total enrolment price for the PROGRAMME), and will have to settle this debt to the BSM within a maximum period of fifteen (15) business days.

9.- Rules of coexistence of the BSM and discipline

Enrolment to the PROGRAMME implies an obligation on the part of the participant to maintain appropriate and respectful conduct throughout all the relationships that they maintain and/or are formed during the PROGRAMME, with respect to all the groups that make up the university community of the BSM and Fudan University (the other participants of the PROGRAMME, the rest of the students at the BSM, the teaching body of the PROGRAMME and of the BSM, the administration and service staff of the BSM, university or collaborative staff provided for the PROGRAMME, etc.), complying with the rules of coexistence that are required of all participants in any training imparted within a university environment; in addition to the acceptance and compliance with the applicable laws of Spain and China.

A breach of the rules of coexistence on the part of the participants during the PROGRAMME (which would include the practice of criminal activities and any behaviour that interrupts the learning environment of classes or damages property of the BSM, of any of the other participants and/or teaching body, or of third parties) or a breach of the laws of Spain or China, duly accredited by any means of proof admitted by law, attributable to the Participant, will give the BSM the right to annul the enrolment of the participant for default. Termination of the contract for reasons attributable to the Participant and the cancellation of enrolment for default will lead to the termination of the contractual relationship and the Participant’s return to Spain, or their place of origin, with no charge to the BSM, and without prejudice to compensation for damages caused to the BSM and/or third parties.

10.- Protection of personal information

Personal information that is provided to the BSM, including what is provided throughout the contractual relationship as a student or previous student, will be entered into a computerised file system and used by the BSM, directly or through collaborative entities (in the present case, by third-party collaborators for the provision of the PROGRAMME in China as a training service, as well as for arranging accommodation, and also by the teaching body of the PROGRAMME), for the management, preparation and adequate monitoring of the PROGRAMME, including logistical management of the programme, management of the issuing of qualifications, as well as the management of payments and charges that needed to be made to the BSM, and for all matters that derive from the status of Participant in the PROGRAMME.
Through their enrolment and admission to the Programme, the Participant expressly authorises the BSM to temporarily provide their personal information to Fudan University in Shanghai, an institution located outside of the European Economic Area, said relinquishment being an international transfer of information expressly authorised by the Participant of the programme, with the intention of complying to the provision of training services that are established in the present General Conditions. Furthermore, the information will be used for sending information about services of the BSM that may interest the Participant. This information will be sent electronically using their contact details, always in compliance with the current regulations in terms of electronic communication. Additionally, informed and express consent is given for the Foundation to provide this personal information to Pompeu Fabra University, for academic purposes and for the management of this entity, as cited previously. In compliance with Organic Law 15/1999, on the protection of personal information (LOPD), and its development regulations, it is advised that the BSM (Institute of Continuing Education Foundation), a foundation located at Calle Balmes, 132-134, in Barcelona (Spain), is the final recipient of this information and decides on the purpose, content and use of the treatment of personal information that is provided. Moreover, express authorisation is given to the BSM to set and reproduce the participant’s personal image, always in connection with their academic relationship with the BSM, in videos or photographs intended for reproduction or public communication in BSM corporate communications, with the aim of promoting its academic activities. Nonetheless, rights of access, rectification, cancellation and opposition (ARCO) of the information can be exercised in legal terms, by appealing in writing to the BSM Legal Counsel Department, at the address cited previously.

11.- Resolution of disputes

Whatever dispute that may arise from the interpretation of this document will be subject to Spanish law and the jurisdiction of the civil and/or commercial courts of the city of Barcelona, expressly waiving any other jurisdiction that may correspond.

If the Participant is enrolling as a consumer, nothing in the present clause will affect the rights that are recognised by current legislation.

Read and accepted

Name and surname

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Signature

Date:

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In accordance with sections e) and g) of article 34 of Organic Law 15/1999, of 13th of December, on Protection of Personal Information.