

**Terms and conditions and the code of conduct for
introducing an educational solution on the Education Estonia website
and terms and conditions, code of conduct and
marketing rules for members of Education Estonia**

1. General conditions and purpose

- 1.1 **Education Estonia** is an initiative launched by the Ministry of Education and Research for the international introduction and marketing of Estonian education and educational solutions, which is coordinated by the Internationalization Department of the Education and Youth Board (hereinafter Harno).
- 1.2 Harno uses the Education Estonia sign/label (word mark with design) as the umbrella brand.
- 1.3 The aim is in cooperation with the Education Estonia initiative to make good education part of the image of the Estonian state and to consciously manage the image of Estonian education in the world. In cooperation with Estonian companies, institutions and organizations, the best practices of education, success stories, services, products, (digital) solutions, etc., are **introduced and mediated on the Education Estonia website.**
- 1.4 The Education Estonia initiative organizes the introduction and marketing of educational solutions (i.e., educational services, products) by the Education Estonia team, which includes the head of the internationalization department of Harno and the project managers of the internationalization department Education Estonia.

2. Services

- 2.1 Harno enables the display of products and services in the field of education (hereinafter referred to as educational solution(s)) of Estonian companies, institutions and organizations (hereinafter referred to as educational solution provider(s)) on the Education Estonia website.
- 2.2 The Education Estonia team offers the following marketing and communication support to an educational solution provider who wants an **educational solution introduction service** on the Education Estonia website:
 - 2.2.1 introduces the education solution provider and its education solution on the Education Estonia website;
 - 2.2.2 offers the opportunity to introduce important and relevant information of the education solution provider in the communication channels of Education Estonia and to publish articles there, which have been previously approved by the project manager of Education Estonia;
 - 2.2.3 allows to use and download marketing materials related to Estonia and Education Estonia from the [Toolkit on the Education Estonia website](#).
- 2.3 For an education solution provider who wants to consistent cooperation with the Education Estonia initiative **a service of a Member of Education Estonia is provided** and the Education Estonia team provide the following support:
 - 2.3.1 allows you to use the co-brand name of the Member of Education Estonia (sends instructions for using the logo and logo files).

- 2.3.2 provides the marketing and communication support specified in point 2.2;
- 2.3.3 introduces the member to the Education Estonia website on the Members of Education Estonia sub-page.
- 2.3.4 where possible, invites members to participate in joint activities or events, campaigns for (potential) clients and the international education community.
- 2.4 In order to receive the service specified in clause 2.2, the education solution provider must meet the conditions specified in clause 3.1 or 3.2, and in order to receive the service specified in clause 2.3, the educational solution provider must meet the conditions specified in clause 5.
- 2.5 In addition to the above services, as an exception, Harno allows the use of the Member of Education Estonia logo by legal entities that are not providers of educational solutions, but contribute to the international introduction and marketing of Estonian education through their activities.

TERMS AND CONDITIONS AND CODE OF CONDUCT OF PRESENTATION OF EDUCATIONAL SOLUTION ON EDUCATION ESTONIA WEBSITE

3. Conditions for introducing an educational solution on the Education Estonia website

3.1 Educational solutions that have been on the market for at least 6 months

- 3.1.1 The provider of the educational solution must be a legal entity registered in Estonia; an e-resident is also acceptable.
- 3.1.2 An educational solution must have an educational value (for example, to offer an innovative solution to a certain problem, to simplify certain processes, etc.). If it is not a purely educational product or service, a description should be provided of how it relates to education, ie how the product or service is implemented in education (what is its practical educational value to the consumer).
- 3.1.3 The educational solution must have been on the market (in use) for at least 6 months.
- 3.1.4 The educational solution must be aimed at the international market.
- 3.1.5 The education solution provider must provide a brief description of the future plans of the company, institution or organization (incl. on export markets) and expectations for Education Estonia regarding cooperation.
- 3.1.6 The turnover of the provider of the educational solution must have been received in Estonia or the educational solution must have users, either in Estonia or in international markets. In the absence of turnover, the legal person must have paid labor or state taxes in Estonia during the last calendar year, and the annual report must be submitted as proof thereof.
- 3.1.7 The education solution provider must not have tax arrears or they must be deferred.
- 3.1.8 The education solution provider must provide the Education Estonia team with 2 recommendations for its education solution together with contacts.

3.2 Educational solutions that have been on the market for less than 6 months

- 3.2.1 The provider of the educational solution must be a legal entity registered in Estonia; an e-resident is also acceptable.

- 3.2.2 An educational solution must have an educational value (for example, to offer an innovative solution to a certain problem, to simplify certain processes, etc.). If it is not a purely educational product or service, a description should be provided of how it relates to education, i.e., how the product or service is implemented in education (what is its practical educational value to the consumer).
- 3.2.3 The educational solution has been on the market (in use) for less than 6 months and in the MVP (minimum *viable product*) stage according to point 3.2.6.
- 3.2.4 The educational solution must be aimed at the international market.
- 3.2.5 The education solution provider must provide a brief description of the future plans of the company, institution or organization (incl. on export markets) and expectations for Education Estonia regarding cooperation.
- 3.2.6 The educational solution must have a testing period initiated with potential users, which means that the educational solution must be at least in the MVP stage, ie at least the first version of the product must be usable by the customer/consumer. As proof of this, a letter of recommendation from at least 3 clients on the use of the educational solution must be submitted.
- 3.2.7 The education solution provider must not have tax arrears or they must be deferred.
- 3.2.8 The education solution provider must provide the Education Estonia team with 2 recommendations for its education solution together with contacts.

4. Code of conduct for an educational solution provider introduced on the Education Estonia website

The education solution provider has the obligation to:

- 4.1 Provide a quality educational solution.
- 4.2 Provide interested parties and customers with correct, accurate and legal information and advice about their educational solution.
- 4.3 Provide an educational solution in which they are competent and which is legally permitted to be provided. If it is legally necessary (required by law), to ensure that there is a valid activity license to provide the educational solution. If the activity license has been suspended, revoked or expired, the education solution provider must immediately notify the Education Estonia team thereof and the provision of the education solution will be terminated on the Education Estonia website.
- 4.4 Comply with all relevant personal data protection laws and handle all customer data carefully and in accordance with applicable laws and regulations.
- 4.5 Take care of one's good reputation both online, as well as outside of the online environment.
- 4.6 Answer inquiries as soon as possible and follow good practice.
- 4.7 Introduce educational solutions not only on the Education Estonia website but also on its website and other channels. Ensure that the information provided on the website is unambiguous.
- 4.8 Keep up to date with the main innovations of Education Estonia and cooperate with the Education Estonia team.

- 4.9 Participate in meetings, research and brainstorming events organized by the Education Estonia team and monitor, among other things, Education Estonia communication channels for up-to-date information.
- 4.10 Submit the report of the education solution provider to the e-mail address of the Education Estonia project manager regarding the following performance indicators: turnover of the organization, including export turnover, number of users in Estonia and international markets.
- 4.11 Inform the Education Estonia team immediately of any difficulties related to interested parties and customer service.
- 4.12 In the case of a complaint, handle the complaint with special care and provide the necessary answers quickly and accurately.
- 4.13 It is forbidden to register domain names that may give the false impression that they are the official website of the Education Estonia project (e.g., educationestonia.com/net/org/ee/eu, etc., or other combinations with the words Education Estonia).
- 4.14 Ensure that, in the case of a breach by the educational provider of any requirements set out in the Code of Conduct and/or other applicable legislation and/or the sharing of false information and/or tax arrears and/or failure to report and/or file a complaint, he/she shall make every effort to remedy the violation immediately. Is aware that in case of the above violations and/or if there is no permission to provide an educational solution due to legislation, the Education Estonia team may suspend the provision of the educational solution presentation service on the Education Estonia website or terminate the contract.

TERMS AND CONDITIONS, CODE OF CONDUCT AND MARKETING RULES OF A MEMBER OF EDUCATION ESTONIA

5. Conditions for becoming a member of Education Estonia:

- 5.1 The provider of the educational solution must be a legal entity registered in Estonia; an e-resident is also acceptable.
- 5.2 An educational solution must have an educational value (for example, to offer an innovative solution to a certain problem, to simplify certain processes, etc.). If it is not a purely educational product or service, a description should be provided of how it relates to education, i.e., how the product or service is implemented in education (what is its practical educational value to the consumer).
- 5.3 The educational solution must have been on the market (in use) for at least 6 months.
- 5.4 The educational solution must be aimed at the international market.
- 5.5 The education solution provider must provide a brief description of the future plans of the company, institution or organization (incl. on export markets) and expectations for Education Estonia regarding cooperation.
- 5.6 The turnover of the provider of the educational solution must have been received in Estonia or the educational solution must have users, either in Estonia or in international markets. In the absence of turnover, the legal person must have paid labor or state taxes in Estonia during the last calendar year, and the annual report must be submitted as proof thereof.
- 5.7 The education solution provider must not have tax arrears or they must be deferred.

- 5.8 The education solution provider must provide the Education Estonia team with 2 recommendations for its education solution together with contacts.

6. Code of Conduct of a Member of Education Estonia

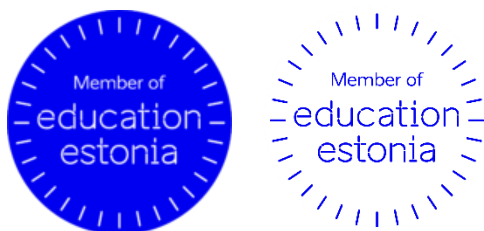
A member of Education Estonia has the obligation to:

- 6.1 Provide a quality educational solution.
- 6.2 Provide customers with correct, accurate and legal information and advice about their educational solution.
- 6.3 Provide an educational solution in which they are competent, and which is legally permitted to be provided. If it is legally necessary (required by law), to ensure that there is a valid activity license to provide the educational solution. If the activity license has been suspended, revoked or expired, the education solution provider must immediately notify the Education Estonia team thereof and the provision of the education solution will be terminated on the Education Estonia website.
- 6.4 Comply with all relevant personal data protection laws and handle all customer data carefully and in accordance with applicable laws and regulations.
- 6.5 Take care of one's good reputation both online, as well as outside of the online environment.
- 6.6 Answer inquiries as soon as possible and follow good practices.
- 6.7 Introduce educational solutions not only on the Education Estonia website but also on its website and other channels. Ensure that the information provided on the website is unambiguous.
- 6.8 Keep up to date with the main innovations of Education Estonia and cooperate with the Education Estonia team.
- 6.9 Participate in meetings, research and brainstorming events organized by the Education Estonia team and monitor, among other things, Education Estonia communication channels for up-to-date information.
- 6.10 Submit the report of the education solution provider to the e-mail address of the Education Estonia project manager regarding the following performance indicators: turnover of the organization, including export turnover, number of users in Estonia and international markets.
- 6.11 Inform the Education Estonia team immediately of any difficulties related to interested parties and customer service.
- 6.12 In the case of a complaint, handle the complaint with special care and provide the necessary answers quickly and accurately.
- 6.13 It is forbidden to register domain names that may give the false impression that they are the official website of the Education Estonia project (eg educationestonia.com/net/org/ee/eu, etc. or other combinations with the words Education Estonia).
- 6.14 Provide feedback to the Education Estonia team, including feedback that will help improve the Code of Conduct and the Marketing Rules for the benefit of all parties.
- 6.15 Ensure that if a Member of Education Estonia violates any requirements set out in the Code of Conduct and/or the Marketing Code and/or other applicable legislation and/or shares false information and/or incurs tax arrears and/or fails to report and/or file a complaint, he or she will make every effort to remedy the breach without delay. Is aware that in case of the

above violations and/or if there is no permission to provide an educational solution due to legislation, the Education Estonia team may suspend the provision of the educational solution service or terminate the contract.

7. Marketing Rules of a Member of Education Estonia

- 7.1 We recommend that the member of Education Estonia introduce its membership in its communication channels.
- 7.2 The member of Education Estonia has the right to use the Education Estonia member logo (label/sign) on its website and marketing materials, the design options of which are as follows:



- 7.3 Member of Education Estonia has the right to use the member of Education Estonia logo, if the education solution provider has signed the code of conduct and marketing rules and the Education Estonia team has sent the logo files and instructions to the member. Pursuant to the decision of clause 9.2, the member of Education Estonia has the right to use the logo after signing the marketing rules and receiving the logo files and instructions from the Education Estonia team.
- 7.4 To use the Education Estonia member logo, the member of Education Estonia must link the logo file to the Education Estonia website or in other web-based marketing materials when using it on the website or other web-based marketing materials, to direct customers/interested parties to find more information about Education Estonia membership and Education Estonia.
- 7.5 A member of Education Estonia is allowed to use the logo of the umbrella brand Education Estonia only with the prior permission of the Education Estonia team.
- 7.6 If a member of Education Estonia uses the Education Estonia member logo on a website and in marketing materials in a language other than English, we strongly encourage you to refer to "Education Estonia" at least for the first time in English, as the name is internationally known and helps customers find more information.
- 7.7 Members of Education Estonia are advised to use the English text on their website/social media to introduce their membership. The following is an introductory example of information in English and, if necessary, in Estonian, which the member may shorten and adjust as necessary:

"... (name of the organization) is highlighted by the Education Estonia and has been acknowledged as the Member of Education Estonia.

Education Estonia connects you with the components of Estonian education, whether it be digital solution, consulting, training or other.

Education Estonia – your guide to smart solutions for education innovation.

More information at educationestonia.org”

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Education Estonia — teejuht haridusinnovatsiooni nutikate lahendusteni.

Rohkem infot educationestonia.org.”

8. Requirements for receiving the service and termination of the service

- 8.1 An education solution provider who wants an introduction service on the Education Estonia website or an Education Estonia member service must fill in the form on the Education Estonia website <https://www.educationestonia.org/partners-solutions/>.
- 8.2 An educational solution provider that meets the conditions for receiving the presentation service on the Education Estonia website must sign the code of conduct of the educational solution provider introducing the presentation on the Education Estonia website in Estonian or English and forward it to the Education Estonia project manager.
- 8.3 The provider of the educational solution eligible for Education Estonia membership must sign the code of conduct of the member of Education Estonia and marketing rules in Estonian or English by the person entitled to representation and forward them to the Education Estonia project manager. Pursuant to the decision of clause 9.2, the marketing rules of the member of Education Estonia must be signed by the person entitled to representation and forwarded to the Education Estonia project manager.
- 8.4 After signing the documents specified in clauses 8.2 and 8.3 and forwarding them to the Education Estonia project manager, the contract is deemed to have been entered into by Harno and the provider of the educational solution or the person specified in clause 2.5.
- 8.5 The contract with an education solution provider, who prior to confirmation of this directive has been on the market for at least six months and whose educational solution is displayed in Education Estonia website, is deemed concluded when the education solution provider representative signs the Code of Conduct of the education solution provider in Estonian or English for the receipt of the service of presentation on Education Estonia website and the code of conduct of the member of Education Estonia and marketing rules in Estonian or English for the receipt of the service of the member of Education Estonia and forwards it to the Education Estonia project manager.
- 8.6 The Education Estonia team or the education solution provider or the person mentioned in clause 2.5 may terminate the contract unilaterally for any reason by forwarding to the other party a relevant signed notification in writing at least 15 (fifteen) calendar days in advance.
- 8.7 The Education Estonia team or the education solution provider or the person mentioned in clause 2.5 may terminate the contract at any time upon reaching an agreement to this effect. This agreement regarding the termination of the contract must be entered into in writing and signed by the Parties.

9. Competence of the Education Estonia team

- 9.1 The Education Estonia team evaluates and decides upon the compliance of the educational solution provider in accordance with the conditions specified in clauses 3.1 or 3.2 or 5.
- 9.2 The conditions for receiving and using the logo of a member of Education Estonia in the case specified in clause 2.5 shall be decided by the Education Estonia team.
- 9.3 The Education Estonia team makes decisions by consensus. Decisions shall be recorded.
- 9.4 The Education Estonia team informs the providers of educational solutions or the persons mentioned in clause 2.5 about the decisions made about them.
- 9.5 The Education Estonia team has the right to evaluate at any time, compliance with the requirements of the educational solution provider. For this purpose, the Education Estonia team can make test purchases or use other methods. The Education Estonia team has the right at any time to assess the compliance of the person specified in clause 2.5 with the marketing rules in order to make sure that their activities contribute to the international introduction and marketing of Estonian education.
- 9.6 In case of provision of low quality educational solutions and/or damage to the reputation of the person referred to in point 2.5 and/or any legal requirements and/or providing false information and/or ongoing tax arrears and/or failure to report on the performance of the education solution provider and/or material breach of the terms and/or code of conduct of the educational solution provider and/or of marketing rules of the person referred to in the clause 2.5 and/or if the Education Estonia team has received a complaint about a member, then the Education Estonia team may suspend the provision of the educational solution presentation service on Education Estonia website and/or provision of the Education Estonia member service and/ or the use of the Education Estonia member logo or terminate the contract. Among other things, the fact that the provision of an educational solution is not permitted pursuant to legislation is considered a material breach.
- 9.7 The Education Estonia team will contact the education solution provider or the person mentioned in clause 2.5 in case of any complaints or questions related to these persons and provide an opportunity to comment or provide explanations.
- 9.8 At the suggestion of the Education Estonia team, Harno may change this directive at any time.