



## CONDITIONS OF PARTICIPATION

### I. U.S. Commercial Exhibition defined

**Solo Fairs:** Overseas exhibitions sponsored, conducted and managed by the U.S. Department of Commerce (USDOC) for the benefit of U.S. firms. Most solo fairs are vertically organized by product line.

**International Trade Fairs:** Overseas exhibitions conducted and managed by a party other than the U.S. Government, at which the U.S. Department of Commerce sponsors a U.S. presence. International Trade Fairs may be either horizontal or vertical in terms of product theme.

### II. Criteria

Firms that participate in a USDOC sponsored Commercial Exhibition (hereafter referred to as "Exhibition") must use the event to promote the sale of products or services which in the judgement of the Department meet one of the following criteria:

A. U.S. exhibitor must be a U.S. national company.

B. Products displayed, or offered for sale at the trade event must be manufactured or produced in the United States.

C. If manufactured or produced outside of the United States, each product displayed, or offered for sale must be marketed under the name of a U.S. firm and has U.S. content representing at least fifty-one (51) percent of the value of the finished product. The calculation of the domestic content of said products will include the value of the raw materials and component parts, manufacturing process, advertising and promotion, distribution, warehousing, and designs and other intellectual property.

Failure to comply with the above criteria may result in substantial penalties, including, but not limited to, being barred from participating in future Department of Commerce events.

### III. Within the limits of available resources, as determined by the U.S. Department of Commerce, the Department agrees to:

- A. Undertake an appropriate **promotional campaign** to attract to the Exhibition importers, distributors, agents, licensees, joint-venture partners, franchisees, buyers and end-users, including key government officials. This may incorporate press releases, brochures, and directories, special trade and press showings, conferences, receptions and other publicity and promotional techniques as appropriate, and as resources permit.
- B. Provide exhibition space in accordance with booth size and contribution schedules.
- C. Provide the following **exhibition services**:
  - 1. Overall exhibition design and fabrication, and individual display stand design and construction.

2. Installation of a display system and basic furnishings, as further described in the fact sheet for each event.
3. Mounting of standard Participant and agent/distributor identification signs.
4. Normal utilities and hookup services. (Utility requirements determined by the Director of the U.S. Exhibition or designee to be unusual will be charged to the Participant at cost.)
5. Interpreter assistance, if deemed necessary under local conditions by the Director of the U.S. Exhibition, for Participants not having representation in the country of the Exhibition.
6. Normal housekeeping services.

The Department reserves the right to control the type of display and materials used by participants to ensure conformity with the Exhibition theme, to maintain overall design integrity and to conform to the installation schedule.

#### IV. The Participant agrees to:

- A. Make a **financial contribution** to the U.S. Department of Commerce in an amount to be established for each exhibition and/or trade event for use in funding all services provided to the Participant as described herein. A signed **Participation Agreement** (Form ITA 4008) is to be submitted with the contribution.
- B. Furnish a **listing of exhibit items** with the Participation Agreement.
- C. Provide a **qualified, decision-making representative** to be on duty at the exhibition and/or trade event during business hours through the term of such event. This representative will be prepared and authorized to discuss product lines; to give price quotations on various bases, as appropriate; and to make sales and related arrangements. This representative will also be authorized to make immediate payment for all expenses chargeable to the Participant as stated herein, and to make any decisions required to carry out the Participant's responsibilities described herein. The company representative should be designated in writing to the Department at the earliest possible date. This person should arrive at the exhibition /trade event site a sufficient number of days in advance of the event's opening date to insure that the Participant's exhibit equipment is properly set up for demonstration and to gain familiarity with the market. At a minimum, the representative should be present two days prior to the opening to attend such functions as may be appropriate.
- D. Arrange for removal of exhibit items from the exhibit/event site after the close of such event within a time period to be determined by the Director of the U.S. Exhibition or designee. At or before the conclusion of the event, the exhibitor/participant shall provide the Director of the U.S. Exhibition or designee, in writing, with one or more of the following instructions as to the **disposition** of the Participant's exhibit items:
  1. Release at the Exhibit site to the custody of the exhibitor/participant.
  2. Place in storage for further disposition.
  3. Release at the exhibit/event site to a specified third party, e.g., the buyer, freight forwarder, etc.

- E. Pay all **costs for shipping** exhibit items from the exhibition/trade event site to the next destination. If the exhibit items are not to be returned to the United States at the conclusion of such event, the exhibitor/ participant shall comply with any restrictions on foreign disposition established by the government, or other relevant authority. If the exhibitor/ participant fails to provide written disposition instructions at the close of the Exhibition, the Department may, at the exhibitor's/ participant's expense, release their exhibit items to the freight forwarder servicing the Exhibition for appropriate disposition. Failure to furnish such instructions shall release the Department from responsibility for any disposition of the exhibitpr's/ participant's equipment, including all related expenses and necessary documentation.
- F. Execute a new Participation Agreement if the exhibit items are to be displayed at another Commerce-sponsored overseas exhibition. The exhibitor /participant will be responsible for paying all costs involved in shipping the items to the subsequent site.
- G. (1) The exhibitor/ participant agrees to **indemnify and hold harmless** the U.S. Government, its agencies and instrumentalities, against all suits, actions, claims, costs, or demands (including without limitation, those resulting from death, illness, personal injury, and property loss or damage) to which the U.S. Government, its agencies and instrumentalities may be subject or put by reasons of loss of or damage or illness or injury (including death) to the property or person of any one other than the U.S. Government, its agencies, instrumentalities and personnel, arising or resulting in whole or part from its participation in the Exhibition, including but not limited to acts done or performed by the exhibitor/participant, its representatives or employees, and also including but not limited to the Department's performance of services performed on behalf of the exhibitor/participant under the terms of these Conditions of Participation.
- (2) The exhibitor/participant expressly and specifically agrees to be covered at its own expense for comprehensive **all-risk insurance**, including casualty, accident and liability insurance in amounts adequate to cover reasonable risk of liability for death, personal injury, illness, property loss or property damage relating to acts done or performed by the Participant, its representatives or employees otherwise in the Exhibition, which participation includes the Department's performance of exhibition services for the Participant. In no event shall these liability coverage amounts be less than may be required for these purposes by the laws of the host country.
- H. Provide promotional information on the Marketing Data Form (ITA-466P) and supply publicity materials in accordance with instructions furnished by the Department.
- I. Provide the Director of the U.S. Exhibition or designee at the end of the trade event/exhibition with information on the results of its participation on Mission/Evaluation Form (ITA-4075P) or successor forms. In addition, the exhibitor/participant may be requested to report business activity resulting from participation in such event on a follow-up questionnaire provided by the Department 12 months after the close of such event. Information provided by the exhibitor/participant will be used for program evaluation purposes only. If the exhibitor/ participant requests that particular information be treated confidentially, the Department will honor the request to the extent possible under applicable law.

V. Other conditions

- A. The Director of the U.S. Exhibition or designee has complete authority to assign space, determine articles and methods to be used for display of items, determine location of the Participant and representation identification in booths, and has overall authority concerning matters directly relating to the U.S. Exhibition and its participants.
- B. While the Department makes every effort to insure that marketing information furnished to exhibitors is reliable and up-to-date, it assumes no responsibility for any errors or omissions therein. Although the Department will make every effort to facilitate a successful exhibition, it is understood and agreed that the Department does not guarantee in any way the success of any Participant in the Exhibition. The only contractual obligations the Department assumes are those expressly made herein or mutually agreed to by an amendment in writing.
- C. If, for any reason, the Participant cancels participation in the Exhibition, its financial contribution will be refunded only if written notice is received by the Department 90 days before the opening of the Exhibition. Any such notice should be addressed to the attention of the Department's project officer with whom the Participant has been dealing. The Department, at its sole discretion, and upon its determination that it would be consistent with the proper operation of its exhibition program, may allow a partial or full refund of the financial contribution.
- D. It is agreed that the Department or its contractors shall be absolved of liability for any damage or loss resulting from or related to the failure of the Participant to comply with the provisions of these Conditions of Participation. If the Participant fails to fulfill any of its obligations under these Conditions of Participation, the Participant's contribution may be forfeited. In the event additional costs are incurred by the Participant's failure to comply with the provisions of the Conditions of Participation or instructions provided therein, such additional costs, including all attorney fees, shall be paid by the Participant.
- E. While the Department will make every effort to select reliable contractors such as freight forwarders, customs brokers, designers, photographers, translators, etc., for the benefit of the Participant, it assumes no responsibility or liability for the acts of any contractor selected..
- F. The Department reserves the right to cancel the Exhibition or the participation of any Participant at any time. In the event of such cancellation, the Department shall notify the Participant of such cancellation, but shall not incur any liability to the Participant for costs incurred for any reason, except to refund participation fees charged to exhibitors/participants by the Department.
- G. Not more than five companies will be allowed to share a single booth under one Participation Agreement and one contribution. The Department will determine the number of firms permitted, up to five per booth, taking into consideration the items to be displayed. The Department will not be obligated to promote or prepare complimentary graphics or stand identification for more than one company.
- H. It is understood that all applications for participation in the U.S. trade event/exhibition are subject to approval by the Department.
- I. Exhibitor/Participant affirms that, to the best of its knowledge, it has the legal authority for its use of any intellectual property associated with any product or promotional material that it will display, offer,

or otherwise use in its exhibit at the show/event, and it will not knowingly infringe the intellectual property rights of another party.

(5)

- J. USDOC/ OTEXA will advise U.S. participants/ exhibitors of show organizer/owner policies and procedures at the trade event to address IPR infringement.
- K. USDOC/ OTEXA, in coordination with the Commercial Service and the show organizer, will provide information to participants/exhibitors to help them procure legal representation during the event.
- L. USDOC/OTEXA will reach U.S. participants/exhibitors before the show/event to provide information on the Strategy Targeting Organized Piracy (STOP!) and IPR protection, to help U.S. participants/ exhibitors understand the need to secure their IP rights in the country of the trade event, as well as in the U.S.

## **Certification of Acceptance of the above Conditions**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Company Name