

**MEMORANDUM OF AGREEMENT
BETWEEN THE
INTERNATIONAL TRADE ADMINISTRATION,
U.S. DEPARTMENT OF COMMERCE**

AND

**[TRADE SHOW ORGANIZER]
[SHOW NAME]**

INTERNATIONAL BUYER PROGRAM *SELECT*
Calendar Year 2019

I. PARTIES

This constitutes an agreement between the International Trade Administration (hereinafter referred to as the ITA) of the U.S. Department of Commerce (DOC), and **[TRADE SHOW ORGANIZER]**, hereinafter referred to as the Show Organizer, hereinafter collectively referred to as the Parties, for export promotion activities to be undertaken by the Office of Trade Promotion Programs, and the Show Organizer under the International Buyer Program *Select* (IBP *Select*).

II. AUTHORITIES

The ITA has the authority to engage in this project with the Show Organizer under:

- (1) The Mutual Educational and Cultural Exchange Act (MECEA) of 1961 (22 U.S.C. Sections 2455(f) and 2458 (c)) as incorporated into ITA's annual appropriations act;
- (2) 15 U.S.C. Section 4724, which mandates that the Department of Commerce provide assistance to trade shows in the United States which bring together representatives of U.S. exporters and foreign buyers; and
- (3) 15 U.S.C. Section 4721 which provides that ITA U.S. and Foreign Commercial Service shall promote U.S. exports, particularly by small- and medium-sized enterprises (SMEs).

III. PURPOSE

Pursuant to this agreement, the Parties will cooperate to promote the success of the IBP *Select* at **[Show Name]** in quarter 1 of calendar year 2019. The IBP was established to promote U.S. exports by bringing international buyers together with U.S. firms through promoting leading U.S. trade shows in industries with high export potential. The IBP benefits U.S. firms exhibiting at selected events by providing practical, hands-on assistance such as export counseling and market analysis to U.S. firms interested in exporting.

IV. RESPONSIBILITIES OF THE PARTIES

1. Specific Responsibilities of the Department of Commerce:

For each International Buyer Program *Select* Show, the ITA will:

- (a) Designate an IBP Project Officer as the point of contact to work with the Show Organizer on all aspects of promotion abroad and international buyer assistance at the show. The Project Officer will work closely with the Show Organizer's contact to develop an overall promotional plan and timetable that will utilize Teams, Marketing and other ITA resources as appropriate to promote the event.
- (b) Advise and work closely with U.S. Embassies and Consulates in a maximum of five countries to encourage targeted trade show promotion and exposure in those markets for those exhibitors indicating export interest. The ITA will use best efforts to promote the IBP *Select* Show but cannot guarantee a minimum number of IBP delegations or attendees.
- (c) Promote industry trade show international attendance through announcements in media available to the targeted international audiences (e.g., regional and embassy commercial newsletters, and ITA websites).
- (d) Provide the Show Organizer with a functional floor plan of a DOC-designed hard panel system International Trade Center (ITC), including furniture requirements, DOC office, conference rooms, lounge area, storage area, and relevant equipment.
- (e) Upon request, provide the Show Organizer with samples of multi-language brochures from previous shows. Provide in electronic format (e.g., Excel® spreadsheet), up-to-date U.S. Embassy and Consulate addresses for the target markets for mailings, and e-mailings, and if needed, U.S. Government shipping instructions. Coordinate requests for quantities of multi-language brochures required by target markets.
- (f) Provide the Show Organizer, in electronic format, promotional articles about the IBP, the ITA and the services available to U.S. exhibitors and international visitors at the ITC.
- (g) Coordinate with the Show Organizer, and using the most effective medium (e-mail, fax, postal letter), communicate to all U.S. exhibitors at least one month before the show to promote the ITC and the benefits of IBP *Select*.
- (h) Provide export counseling or specific marketing information through ITA units or other mediums to those U.S. firms exhibiting at the show that have indicated a need for such counseling before, during and after the show.
- (i) Give permission to the Show Organizer for the use of the ITA and U.S. and Foreign Commercial Service (CS) logos on those materials (printed and electronic) promoting the above-named event as well as at the event itself, such use being in all cases subject to

prior approval of the final version of said materials by the Team lead. All use of the ITA and CS logos shall include the registered trademark symbol ®, and advertisements shall include the following notice: “The ITA and CS logos are registered trademarks of the U.S. Department of Commerce, used with permission.” Use of the ITA and CS logos shall be in accordance with DOC and CS logo use policies.

- (j) Provide a final show report to the Show Organizer not later than 60 days after the show, reflecting *IBP Select* results. This report will incorporate data collected by the Show Organizer, aggregated ITA surveys and, as applicable, information from other DOC units that provided *IBP Select* services at the event.
- (k) Provide at the show site:
 - (1) An IBP Project Officer who, as the principal DOC official representing the International Buyer Program, will provide primary management of the ITC, facilitate matching international buyers with exhibiting U.S. firms where possible, and inform U.S. firms about DOC products and services and other government export assistance;
 - (2) An international trade specialist versed in international trade to assist ITC visitors with questions about ITA services or issues concerning international trade, matching international buyers with exhibiting U.S. firms and U.S. exporter outreach activities;
 - (3) Export counseling in the ITC to qualified U.S. exhibitors;
 - (4) Assistance to international buyers to help meet their U.S. purchasing and representation objectives during the show; and
 - (5) ITA staff to participate, if appropriate, in special export promotion events specifically aimed at new-to-market and new-to-export firms exhibiting at the trade show.
- (l) Provide assistance in planning, selection of speakers, execution, etc. to the Show Organizer for any export-related seminars offered at the show.

2. Specific Responsibilities of the Show Organizer:

The Show Organizer will:

- (a) Include in the terms and conditions of its exhibitor contracts, provisions for the protection of intellectual property rights (IPR); have procedures in place at **[SHOW NAME]** to address IPR infringement, which, at a minimum, provide information to help U.S. exhibitors procure legal representation during the trade show; and assist ITA in reaching and educating U.S. exhibitors on the Strategy Targeting Organized Piracy (STOP!), IPR protection measures available during the show, and the means to protect IPR in overseas

markets, as well as in the United States. ITA will help trade show organizers improve IPR protection through dissemination of good industry practices.

- (b) Designate an official authorized to work with the Project Officer on all aspects of the show promotion as well as a contact during the show to assist with international visitor information and product locating services. The Show Organizer agrees to keep the Project Officer informed of all public and/or private co-sponsors or cooperating entities engaged or active in international promotion, and agrees to provide coordination between such organizations and ITA.
- (c) To assist ITA international recruitment efforts, the Show Organizer should display the official ITA and CS logos, preceded by the words, "A selected participant in the International Buyer Program *Select*", in a prominent location on the show website homepage. In addition, those areas of the website to which international buyers are directed should also display the ITA and CS logos and provide a brief description of the benefits of joining an IBP *Select* delegation in the target markets, as well as an electronic link to an appropriate ITA website (to be provided by the Project Officer). Such use of the ITA and CS logos shall include the registered trademark symbol (®), and advertisements shall include the following notice: "The ITA and CS logos are a registered trademark of the DOC, used with permission."
- (d) Produce and distribute a multi-language (2 or more languages are recommended) promotional brochure in languages corresponding to the countries identified by the Show Organizer, in consultation with the Project Officer, as target markets, preferably to be made available in both print and electronic versions.
 - (1) A draft of the brochure must be approved by the Project Officer prior to printing or distribution in electronic form, and must include the ITA and CS logos, information on the IBP, and the services available for the international buyer. Such use of the ITA and CS logos shall include the registered trademark symbol (®) and the brochure shall include the following notice, "The ITA and CS logos are a registered trademark of the DOC, used with permission."
 - (2) The brochure will preferably be made available in both print and electronic versions (electronic distribution only may be suitable for some markets if agreed upon by all the Parties); the former in quantities specified by the IBP Project Officer for international distribution and the latter made available on the Show Organizer's show promotion website, in the international buyer section.
 - (3) These brochures should be printed and posted not less than three months prior to the show in order to maximize the international promotional effort.
- (e) Provide to the Project Officer, preferably in Excel® format, the names, titles, company names, and full contact information, including e-mail addresses, of international

attendees, sorted by country, from the target markets to the most recent show.¹ These will be transmitted by the ITA to Embassies and Consulates in the target markets to enable the IBP promotional campaign to reach those previous attendees. If practicable, provide one copy of the most recent show directory/exhibits guide, and a press release directed to prospective international attendees. This information should be included, when appropriate, in the shipment of multi-language brochures. Copies of any promotional advertisements, promotional videos, computer presentations, etc., also should be made available.

- (f) Develop a program to promote the show internationally and describe international marketing efforts to be made for the event for which IBP support is being sought. The program must describe how show management expects to increase individual or group international attendance. The program may include, for example, competitive travel packages; international receptions; and/or waived or reduced admission fees for international attendees to the exhibition and/or conference. If admission fees are not waived for international attendees who are either led by a U.S. Embassy or Consulate staff member or, in the absence of a delegation leader, identified prior to arrival at the show venue as having been recruited by a U.S. Embassy or Consulate, then fees for those attendees must be reduced by at least 50% off the lowest admission fee available to non-IBP delegates, including, but not limited to, preshow, advance, early bird, and onsite prices. Additionally, leaders of Embassy or Consulate-recruited delegations must also be provided complimentary admission to the event. ITA Commercial Specialists from markets without a delegation must also be provided complimentary admission to the event as they provide key value-added services to U.S. companies and exhibitors at the show.
- (i) Provide assistance for travel as follows:
 - (1) Complimentary housing for the Project Officer and at least one (1) ITA staff representative who will constitute the event staff to manage and operate the ITC (see (1) below);
 - (2) Complimentary housing for each Embassy or Consulate staff person organizing and/or leading a delegation of ten (10) or more individuals. Whenever possible, delegation leaders should be housed in the same hotel as their delegation. To assure quality of service delivered by ITA, we require for shows beginning before noon on the first day of the event that complimentary housing be provided the night before the start date of the event. For shows concluding after noon on the last day of the event, we also require that complimentary housing be provided through the day following the event's closure. Complimentary housing provided must conform at minimum to the customary levels of safety, security, cleanliness and sanitation expected for U.S. business travelers.

¹ If disclosure of this information is in violation of an organization's written privacy policy agreement with its participants, the Show Organizer may opt out of providing this information. However, because this information is crucial for purposes of international recruitment, opting out of this requirement may significantly hinder efforts in recruiting foreign delegations of potential qualified buyers to a U.S. domestic trade event.

- (3) Additional complimentary housing for ITA domestic or overseas staff as may be mutually agreed upon by the Show Organizer and ITA; and
 - (4) Additional travel assistance as may be mutually agreed upon by the Show Organizer and ITA to cover full or partial travel expenses for Embassy or Consulate staff persons organizing and/or leading a delegation of ten (10) or more individuals to the event. Assistance for travel expenses may include full or partial assistance for airfare, other transportation, and miscellaneous and incidental expenses associated with the staff person's travel from his/her official duty station to the event location and return.
- (j) Provide international posts with hotel information at least four months prior to the event. Coordinate with U.S. Embassies and Consulates in target markets or their designated travel agent for the reservation of blocks of hotel rooms for Embassy and Consulate-recruited delegations.
- (k) With guidance from the Project Officer, develop and publish an Export Interest Directory of those U.S. firms exhibiting at the event who are interested in meeting with international business visitors.
- (1) The Export Interest Directory must include the company name and full mailing address; website; telephone, facsimile numbers and e-mail address; the company's booth number(s) at the trade show; the names and titles of the international sales and marketing decision-maker(s) who will be present at the exhibition; additional contact names and titles of the international sales and marketing decision-maker(s) who although not present at the exhibition are the appropriate contacts for following up on matters concerning international sales; the U.S.-made products or services that the U.S. exhibitors wish to export; the company's international marketing objective(s) (direct sales, distribution, agency, joint venture, licensing, etc.); and the country or geographic region in which the company is seeking to market its product(s) or service(s). This information may be collected using Form ITA-4014P (available from the Project Officer electronically in PDF format), as a subset of the exhibitor registration data collected by the Show Organizer, or any other effective means deemed appropriate by the Show Organizer and the Project Officer. U.S. exhibitors opting to respond must certify that the products and/or services they list are produced in the United States or have at least 51% U.S. content, either by signing the data collection instrument Form ITA-4014P, or by some other means deemed appropriate by the Project Officer, with the approval of the IBP Director.
 - (2) For maximum service to exhibitors and international buyers, in addition to a print version, one electronic copy of the Export Interest Directory (preferably in Microsoft Excel) will be provided to the Project Officer for distribution to appropriate domestic offices (for pre-show exhibitor export counseling) and Embassies and Consulates internationally in target markets (for buyer planning) a minimum of sixty (60) days prior to the show. The Export Interest Directory may also be used by the ITA to conduct outreach to promote other export opportunities

and services such as events, webinars/seminars, trade missions, and other export promotion opportunities.²

Printed copies shall be entitled “Export Interest Directory: U.S. Exhibitors at [SHOW NAME] Seeking Export Markets for Their U.S. Products,” carry the ITA logo, and be provided to all international attendees at the show. Computer product/exhibitor search facilities may not be substituted for the printed Export Interest Directory at the show.

- (3) To assist international posts’ promotional efforts, when possible a copy of the current list of all firms and appropriate contacts exhibiting at the event will be provided in electronic format to international Embassies and Consulates in target markets no less than sixty (60) days prior to the show start date.
 - (4) The show organizer may not charge exhibitors for inclusion in the Export Interest Directory. However, organizers may sell advertising space to offset the cost of producing the Directory so long as no advertising space is sold within the exhibitor listings, or on the pages immediately preceding or following the listings that contain photos of or messages from DOC officials. Additionally, no advertising may appear on any pages facing those pages. For Directories produced as individual booklets, advertising is permitted on the outside of the back cover, the inside of the front and back covers, and additional pages added to the booklet solely for advertisement purposes. For an Export Interest Directory contained within a general show directory, in addition to the above requirements, some reasonable means must be used to easily identify the Export Interest Directory within the larger publication (e.g., color coding or tabbing). A show organizer can, through the selling of advertisements, recoup only costs associated with the production of the Directory. The show organizer cannot earn a profit on the Directory or selling of advertisements in the Directory.
 - (5) NOTE: In accordance with DOC policy, products and services included in the Export Interest Directory must qualify for US&FCS fee-based export promotion services, which requires they are produced in the United States or have at least 51% U.S. content.
- (1) Establish an ITC at the show, (see IV.1.(d)), in a prominent location adjacent to the main registration area with conspicuous display of signage throughout the show to indicate its location.

² In general, ITA does not permit either giving or selling U.S. client data or details to external organizations unless expressly approved by the client. If ITA use of this information for other export assistance opportunities or for purposes other than matching buyers and sellers at the show is in violation of an organization’s written privacy policy, the Show Organizer is responsible for so informing ITA and may limit ITA’s use of the information to designated purposes.

- (1) Signage at the ITC should prominently identify the DOC as operator of the facility for the Show Organizer.
- (2) The ITC should consist of a lounge area and one private meeting room.
- (3) The Show Organizer agrees to produce said meeting room using a hard panel system (IBP recommends clear/smoked walls if possible). DOC design specifications do not allow for pipe and drape at the ITC.
- (4) Although it is understood that space availability will vary from show to show, the ITC should be a minimum of 500 sq. ft. in area. The Project Officer must be advised no later than 90 days before the event's opening date if the Show Organizer envisions a space significantly less than the applicable minimum.
- (5) Subject to mutual agreement, ITC should be equipped with a large screen computer, a printer, and an Internet connection. A business service center (photocopying, facsimile service, typing, etc.) for attendees and exhibitors *may* be located within the ITC.
- (6) Alternate names for the facility such as "Center for International Commerce" or "International Marketing Center" are permitted with the concurrence of the Project Officer.
- (m) Provide to the Project Officer a proposed convention center floor layout indicating the location and dimensions of the ITC, subject to ITA approval, at least four (4) months prior to the event.
- (n) Provide U.S. exhibitors with information about the ITC and DOC services prior to the show and encourage them to visit the ITC.
- (o) Include a half-page advertisement, approved by the Project Officer, in the show directory/exhibitors guide highlighting the IBP and the ITC, and publish in the Show Daily or other affiliated industry publications, articles describing the IBP and the services provided at the ITC.
- (p) Distribute the Export Interest Directory to international attendees.
- (q) Upon notification of acceptance into the IBP *Select*, remit the appropriate participation fee with signed Memorandum of Agreement (MOA). This payment is non-refundable and must be received, along with a signed MOA, within 30 days of acceptance notification. For this recruitment period the participation fee is **\$6,000**.
- (r) Coordinate any export-related seminars offered at the show with the Project Officer.
- (s) Respond to Comment Card received from ITA following the show.

V. CONTACTS

The contacts of each party to this agreement are:

U.S. Department of Commerce, Trade Promotion Programs

POC Name: Anne Grey

Title: Executive Director, Trade Promotion Programs

Telephone: 202-482-5927

E-Mail: anne.grey@trade.gov

Name of Trade Show Organizer

POC Name:

Title:

Telephone:

E-Mail:

The Parties agree that for any change regarding the information in this section, the Party making the change will notify the other Party in writing of such change within five business days.

VI. PERIOD OF AGREEMENT, MODIFICATION, AND OTHER PROVISIONS

1. This agreement will become effective when signed by both Parties. The agreement will terminate on [2019 date] or 60 days after the end of the event, whichever occurs later, but may be amended or extended at any time by mutual written consent of the Parties.
2. Either party may terminate this agreement by providing 30 days written notice to the other party. In the event this agreement is terminated, each party shall be solely responsible for the payment of any expenses it has incurred. This agreement is subject to all applicable laws and regulations and the availability of appropriated funds.
3. Should disagreement arise on the interpretation of the provisions of this agreement, or proposed amendments and/or revisions thereto, that cannot be resolved at the operating level, the areas of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement at the operating level is still not reached within thirty (30) days, the Parties shall forward the written presentations of the

disagreement to the agreement signatories or to their respective appropriate higher levels of management for resolution.

4. Force Majeure:

Notwithstanding anything contained in the MOA to the contrary, the MOA may be terminated without liability to either party if substantial performance of either party's obligations is prevented by any cause reasonably beyond the control of the terminating party. Such causes include, but are not limited to: acts of God; acts, regulations, or orders of governmental authorities; strikes, fires, flood or explosion; acts of war declared or undeclared; acts of terrorism or other violence; disaster, civil disorder, curtailment of transportation facilities, or other emergency making it impossible, illegal, or otherwise inadvisable to hold the [SHOW NAME]. In the event of cancellation pursuant to this paragraph, the ITA will return any payment the organizer shall have made.

5. Relationship of the Parties

Neither party is or shall be a partner, joint venture partner, agent or representative of the other party solely by virtue of this MOA. Neither party has the right, power or authority to enter into any contract or incur any obligation, debt or liability on behalf of the other party.

Show Organizer Signature, Title

Date

Event Name

Dates of Event

Anne Grey
Executive Director, Trade Promotion Programs
International Trade Administration
Department of Commerce

Date