



APPLICATION FOR EXHIBITOR PARTICIPATION AND EXHIBIT SPACE AGREEMENT
The Canada-China Agri-Science & Innovation (CCASI) Pavilion at the China Agricultural Hi-Tech Fair (CAF) 2006
November 5 -9, 2006
Yangling Agricultural Hi-Tech Demonstration Zone, Shaanxi, China

IMPORTANT INSTRUCTIONS!

1. Please print.
2. Fill in all sections of the form directly online.
3. Sign and make cheque payable to **Receiver General for Canada** and mail original with cheque no later than **September 25, 2006** to:

Shan He

Senior Officer for Scientific Relations, China
 International Scientific Cooperation Bureau (ISCB)
 Agriculture and Agri-Food Canada (AAFC)
 960 Carling Avenue, Ottawa, ON. K1A 0C6
 Tel.: 613-759-1308, Fax:613-759-1515
 E-mail: hesh@agr.gc.ca
 Web site: http://ats-sea.agr.gc.ca/events/4158_e.htm

Organization Information - Please provide the name of the contact who should receive all exhibition correspondence.

Main Contact		E-mail
Company Name		Webpage
Street Address		Booth Fascia (overhead signage):
City		Type of Organization
Province	Postal Code	
Telephone No.	Fax No.	

Organization Profile and Description of Products/Services/Interest

Exhibition Representatives - List of representatives attending the show (may be pending)

1. _____ 2. _____ 3. _____
 4. _____ 5. _____ 6. _____

Exhibit Space Fee

A. The exhibit space is available for CAN\$1000 per 3 m x 3 m standard booth space in the CCASI Pavilion. Fees include space allocation and booth installation. Full payment must be included with this form. (For additional information, please see conditions attached to this application.)
 No. of Booths: _____ x \$1000 = payment amount enclosed: CAN\$ _____

B. Payment Information: ALL PAYMENTS SHALL BE MADE IN CANADIAN FUNDS to the "Receiver General for Canada."

C. We agree to abide by the regulations outlined in the conditions attached.

_____ **Signature of Applicant** _____ **Date** _____

D. This form, when completed by the applicant and subsequently accepted by the Minister of Agriculture and Agri-Food Canada or on the Minister's behalf by a duly authorized officer, constitutes a binding agreement for your participation in the CCASI Pavilion at the CAF 2006.

_____ **Minister of Agriculture and Agri-Food Canada** _____ **Date** _____



CONDITIONS OF PARTICIPATION

Read all the contract conditions carefully. Complete all sections as requested in this application and submit it, together with a cheque payable to the Receiver General for Canada covering the full amount of the non-refundable participation fee, prior to the deadline. Should the applicant fail to meet this basic condition, no space allocation can be made.

1. The applicant will furnish an exact listing of items and products to be displayed. Deviation from the list may render this contract void.
2. The applicant will provide to the Department technical specifications for the exhibit items and related publicity material and data as requested.
3. The applicant will provide at its own expense a qualified representative to attend the exhibit during business hours throughout the event. This representative, preferably Canadian, shall be prepared and authorized to discuss product lines; to give firm price quotations preferably on a CIF basis; to make sales and related arrangements; to provide instructions for the disposition of the applicant's materials; and to authorize payment of overseas expenses including handling and shipping costs.
4. The applicant will ship and mark materials according to Shipping and Marking instructions that may be furnished by agents or contractors acting for the Department; provide on time all necessary and original shipping-related documentation and appropriate certification of same; and pay all duties, customs and related charges which may be levied on the applicant's materials. The applicant will be responsible for shipping, handling and related charges for the outgoing and return shipment of their product.
5. The applicant will ensure that all exhibit materials and products are newly manufactured, marked and labelled with the name of a Canadian firm and that their Canadian content is at least 50%.
6. If the applicant is a foreign subsidiary carrying on manufacturing in Canada, it shall ensure that it has full exporting rights in the market concerned.
7. The applicant will assist the Department in measuring the utility of the Exhibition program to Canadian business by providing, in confidence, information on the achievement of the organization's marketing objectives at the conclusion of the exhibition. In addition, the applicant agrees to report business results from its participation in the exhibition on a follow-up questionnaire to be provided by the Department six to twelve months after the close of the exhibition.
8. The applicant will, at its own expense, remove goods or products expeditiously from the site of the exhibit when advised to do so by the Department.
9. The applicant will obtain and pay the premiums for comprehensive all-risk insurance on the applicant's materials and products from the time of shipment from the point of origin until their sale or disposition by the applicant or their return to the applicant's plant in Canada.
10. The applicant will abide by the General Rules and Regulations issued by the trade fair authorities.
11. The applicant is responsible for and shall indemnify and save harmless Her Majesty the Queen in Right of Canada, the Minister of Agriculture and Agri-Food Canada and the Minister's servants, agents and contractors from and against all claims and demands, losses, damages, costs, expenses, actions and other proceedings by whomsoever made, sustained, brought or prosecuted in any manner based upon, caused by, arising out of or relating to (a) any loss or damage to property caused by, arising out of or relating to the performance by the applicant, its employees, agents or contractors of this agreement and (b) any act or omission of the applicant, its employees, agents or contractors directly or indirectly arising out of or relating to this agreement or the exhibition named therein.

OTHER CONDITIONS

- A. This contract constitutes the entire agreement between the parties with respect to the subject matter of the contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the contract.
- B. Any reference to the "Minister of Agriculture and Agri-Food Canada" or to the "Department" shall include any person or persons from time to time authorized by the Minister of Agriculture and Agri-Food Canada to act on his/her behalf.
- C. Withdrawal from participation:
 - (1) An applicant who withdraws shall forfeit the cost-sharing fee and be liable for any direct costs associated with the preparation of the exhibit incurred by the Department on behalf of the applicant.
 - (2) When an applicant withdraws at the request of the Department, or, if this agreement is terminated by the Department, then the cost-sharing fee will be refunded and the Department will not be liable for any costs or losses whatsoever incurred by the applicant.
- D. On failure of the applicant to occupy its allotted space, the Department shall have the right to re-allocate the space in the best interests of the exhibit. However, the applicant may remain liable for any loss suffered by its failure to occupy the space.

- E. The Department reserves the right to: (a) allocate space to the applicant according to the total exhibit design and overall space constraints; (b) assign space, limit the size and scope of the exhibit, approve products and equipment to be displayed, the manner of display and the theme of the Canadian presentation; (c) approve all signs, promotional material, brochures and catalogues to be displayed.
- F. The Department assumes no liability for any damages or losses to the applicant resulting from the applicant's failure to comply with the provisions of these Conditions of Participation or from the failure of the applicant's materials to arrive in time for display during the exhibition owing to circumstances beyond the Department's control. The Department shall not be liable for any of the applicant's materials that it may have to take into custody before, during or after the exhibition. This clause applies without limitation to Condition 11.
- G. The contract shall not be assigned in whole or in part by the applicant without the prior written consent of the Minister, and any assignment made without that consent is void and of no effect. No assignment of the contract shall relieve the applicant of its obligations under the contract or impose any liability upon Her Majesty or the Minister. No amendment of the contract and no waiver of any of the terms and provisions shall be deemed valid unless made in writing.
- H. The Department reserves the right to restrict or remove any display which, for any reason, may become objectionable, or, which, at the sole discretion of the Department, may detract from the general character of the exhibit. This reservation includes all aspects of the applicant's participation.
- I. In the event of any disagreement as to the meaning and intent of specific conditions of this contract, the Department reserves the right without prejudice to make the final decision regarding interpretation.
- J. No member of the House of Commons shall be admitted to any share or part of this agreement or to any benefit arising therefrom. No former public office holder who is not in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders shall derive a direct benefit from this contract.
- K. This agreement shall be governed by and construed in accordance with the laws in force in the Province or Territory in which the applicant has its principal place of business, at the time of this agreement.

SUPPLEMENTAL CONDITIONS

Application for Exhibitor Participation and Exhibit Space Agreement

Note: These conditions are in addition to those listed on the *Application for Exhibitor Participation and Exhibit Space Agreement*. In case of conflict between the two, the following supplemental conditions will apply.

THE EXHIBITOR AGREES TO:

1. Meet the criteria for participation in government-initiated trade fairs, which are as follows:
 - (a) Be established and operating in Canada;
 - (b) Be financially able to successfully complete the project (i.e., positive working capital and tangible net worth) and have satisfactory marketing and managerial capabilities;
2. Pay for any special requirements, such as special electrical utilities and appliances, utensils, telephone hook-ups and rental for water, refrigeration, hydro, etc.
3. Provide, at the exhibitor's own expense, all display merchandise such as sample products, graphics and photos.
4. Make all arrangements for shipping, including the transportation of all goods to and from the show site in accordance with shipping instructions received from the show organizers, drayage and storage needs, as outlined in the show information materials and special order forms received through Agriculture and Agri-Food Canada.
5. Provide, at the exhibitor's own expense, sales and product literature for distribution during the trade show.
6. Ensure that company representatives will be on site and ready for set-up, according to show management rules and stipulations, as indicated in the show information materials.
7. Ensure that the booth will be staffed by qualified personnel (i.e., those authorized to make executive decisions for the duration of the event).
8. Assume responsibility for company representatives' hotel, personal living and travel expenses. A listing of hotels will be provided by the show authorities in the information materials (individual exhibitors are encouraged to reserve accommodation quickly, since it will be made available on a first-come, first-served basis).
9. Provide, on a confidential basis, a summary of the results of business obtained at the show, or likely to be obtained in the 12 months after the show, by completing a questionnaire on site.
10. Provide follow-up reports when requested by the Government of Canada, up to 12 months after the event, in particular, those related to revenue/sales data and employment in Canada resulting from the exhibitor's participation in the show.