

CONDITIONS OF PARTICIPATION

Read all agreement conditions carefully. Complete all sections as requested in this application and submit it, together with a cheque in favour of the Receiver General for Canada for the full amount of the non-refundable participation fee, prior to the deadlines. WITHOUT THE FOREGOING, SPACE ALLOCATION CANNOT BE MADE.

1. The applicant will furnish an exact listing of items and products to be displayed. Deviation from the list may render this agreement void.
2. The applicant will provide to AAFC, technical specifications of exhibit items and related publicity material and data as requested.
3. The applicant will provide at his own expense a qualified representative to attend the exhibit, for the duration of the show. This representative, preferably Canadian, shall be prepared and authorized by the applicant (a) to discuss product lines; (b) to give firm price quotations preferably on CIF basis; (c) to make sales and related arrangements; (d) to provide instructions for the disposition of the applicant's materials; and (e) 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 agreementors acting for this 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 labeled under the name of a Canadian firm and have a minimum Canadian content of 50% based on factory price.
6. The applicant will ensure that, if they are a foreign subsidiary manufacturing in Canada, they have full exporting rights in the market concerned.
7. The applicant will assist AAFC in measuring the utility of the Exhibition program to Canadian business by providing, in confidence, information on achievement of their marketing objectives at the conclusion of the exhibition. In addition, the applicant agrees to report business results from participation in the exhibition on a follow-up questionnaire to be provided by AAFC six to twelve months after the close of the exhibition.
8. The applicant will, at his own expense, remove goods or products expeditiously from the site of its booth space when advised by AAFC.
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 return to his plant in Canada.
10. The applicant will observe 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 the Right of Canada and the Minister of Agriculture and Agri-Food, his 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 agreementors directly or indirectly arising out of or relating to this agreement or the exhibition named therein.

OTHER CONDITIONS

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

- E. AAFC reserves the right to (a) allocate space to the applicant according to the total exhibit design and overall space constraints within the pavilion; (b) assign space, limit size and scope of the exhibit, 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. AAFC assumes no liability for any damages or losses to the applicant resulting from failure of the applicant to comply with the provisions of these Conditions of Participation or from failure of the applicant's materials to arrive in time for display during the exhibition due to circumstances beyond AAFC's control. AAFC shall not be liable for any of the applicant's material which it may have to take into custody before, during or after the exhibition. **This clause applies without limitation to Condition 11.**
- G. The Agreement shall not be assigned in whole or in part by the applicant without prior written consent of the Minister and any assignment made without that consent is void and of no effect. No assignment of the Agreement shall relieve the applicant under the Agreement or impose any liability upon AAFC. No amendment of the Agreement nor waiver of any of the terms and provisions shall be deemed valid unless effected by written amendment.
- H. AAFC reserves the right to restrict or remove any display which, for any reason, may become objectionable, or, which, in the sole discretion of AAFC, may detract from the general character of the Pavilion. This reservation shall apply to all aspects of the applicant's participation.
- I. In the event of any disagreement as to the meaning and intent of the specific condition of this Agreement, AAFC reserves the right without prejudice to make the final decision on 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 the Public Office Holders shall derive a direct benefit from this Agreement.
- 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 of business, at the time of this agreement.

SUPPLEMENTAL CONDITIONS

Application for Space and Participation Agreement

Note: These conditions are in addition to those listed on the *Application for Space and Participation 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 an incorporated and export-ready business;
 - (b) Be established and operating in Canada and have either sales performance data for at least two years or annual sales exceeding CAN\$250 000 - furthermore, to have an exportable product or service that meets Canadian content criteria of 50%;
 - (c) Be financially able to successfully complete the obligation of its participation (i.e., positive working capital and tangible net worth) and to have satisfactory marketing and managerial capabilities.
 - (d) Be registered with the Department of International Trade Canada's Virtual Trade Commissioner database, telephone number: (613) 944-4946 or www.infoexport.gc.ca; and
 - (e) Have fulfilled reporting and repayment requirements on all previous PEMD assistance.
2. Pay for any special requirements, such as special electrical utilities and appliances, utensils, telephone hook-ups and rental for water, refrigeration, hydro (over 15 amp), etc.
3. Provide, at 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 AAFC.
5. Provide, at exhibitor's own expense, sales and product literature for distribution during the trade show, including relevant export pricing information.
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 this will be made available on a first-come, first-served basis).
9. Provide, on a confidential basis, a summary of 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, with regard to revenue/sales data and employment in Canada resulting from the exhibitor's participation in the show.