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**MEMORANDUM OF AGREEMENT
BETWEEN THE
UNITED STATES AND FOREIGN COMMERCIAL SERVICE,
INTERNATIONAL TRADE ADMINISTRATION,
U.S. DEPARTMENT OF COMMERCE**

AND

[TRADE SHOW ORGANIZER]

INTERNATIONAL BUYER PROGRAM

Calendar Year 2011

January 1, 2011 – December 31, 2011

I. PARTIES

This constitutes an agreement between the United States and Foreign Commercial Service (hereinafter referred to as the Commercial Service or USFCS), International Trade Administration (ITA) of the U.S. Department of Commerce (DOC), and _____ hereinafter referred to as the Show Organizer, hereinafter collectively referred to as the Parties, for export promotion activities to be undertaken by the USFCS Office of Trade Event Programs, Trade Promotion Programs and the Show Organizer under the International Buyer Program (IBP).

II. AUTHORITIES

The Commercial Service 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, Public Law _____
- (2) 15 U.S.C. Sections 4721 and 4724, which, respectively, provide that the Commercial Service shall promote U.S. exports, particularly by small- and medium-sized enterprises (SMEs), and authorizes the Department of Commerce to provide assistance to trade shows in the United States which bring together representatives of U.S. exporters and foreign buyers.

III. PURPOSE

Pursuant to this agreement, the Parties will cooperate to promote the success of the International Buyer Program. 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 International Buyer Program benefits U.S. firms exhibiting at selected

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events and provides 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 Show, the Commercial Service will:

- (a) Designate a 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 Commercial Service Teams, Marketing and other Commercial Service resources as appropriate to promote the event.
- (b) Advise and work closely with all interested U.S. Embassies and Consulates to encourage maximum trade show promotion, and exposure for those exhibitors indicating export interest.
- (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 Commercial Service websites).
- (d) Provide the Show Organizer with a functional floor plan of a DOC-designed hard panel system International Business Center (IBC), 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 mailings, and e-mailings, and if needed, U.S. Government shipping instructions. Coordinate requests for quantities of multi-language brochures required by international posts.
- (f) Provide the Show Organizer, in electronic format, promotional articles about the International Buyer Program, the Commercial Service and the services available to U.S. exhibitors and international visitors at the International Business Center.
- (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 IBC and the benefits of the Program.
- (h) Provide export counseling or specific marketing information through Commercial Service domestic field 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.

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- (i) Give permission to the Show Organizer for the use of the USFCS logo 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 IBP Project Officer.
- (j) Provide a final show report to the Show Organizer not later than 120 days after the show, reflecting IBP results. This report will incorporate data collected by the Show Organizer, surveys and, as applicable, other DOC units that provided IBP services at the event.
- (k) Provide at the show site:
 - (1) A Project Officer who, as the principal DOC official representing the International Buyer Program, will provide primary management of the IBC, facilitate matching international buyers with exhibiting U.S. firms where possible, and inform U.S. firms about U.S. Department of Commerce products and services and other government export assistance programs;
 - (2) Two additional support staff versed in international trade to assist IBC visitors with questions about USFCS services or issues concerning international trade, matching international buyers with exhibiting U.S. firms and U.S. exporter outreach activities. When possible, at least one shall be a Trade Specialist from a Commercial Service Office and the other an Industry Trade Specialist from ITA Manufacturing and Services who will be available during the show to provide additional export counseling and support for IBP activities;
 - (3) Export counseling in the IBC to U.S. exhibitors;
 - (4) Assistance to international buyers to help meet their purchasing and representation objectives during the show;
 - (5) Commercial Service 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 DOC in reaching and

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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. DOC will help trade show organizers improve IPR protection through dissemination of good industry practices.

- (b) Designate an official authorized to work with the International Buyer Program 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 DOC Project Officer informed of all public and/or private co-sponsors or cooperating entities engaged or active in the international promotion, and agrees to provide coordination between such organizations and the IBP.
- (c) To assist USFCS international recruitment efforts, the Show Organizer should display the official Commercial Service logo, preceded by the words, “A selected participant in the International Buyer Program”, in a prominent location on the show website homepage. In addition, those areas of the website to which “Internationals” are directed should also display the USFCS logo and provide a brief description of the benefits of joining an IBP delegation, as well as an electronic link to an appropriate USFCS website (to be provided by the Project Officer). Such use of the USFCS logo shall include the registered trademark symbol (®), and the advertisement shall include the following notice: “The Commercial Service logo is a registered trademark of the U.S. Department of Commerce, used with permission.”
- (d) Produce and distribute a multi-language promotional brochure in languages corresponding to the countries identified by the Show Organizer, in consultation with the Project Officer as target markets (five or more languages are recommended), preferably to be made available in both print and electronic versions: the former in quantities specified by the Project Officer for international distribution and the latter made available on the Show Organizer’s show promotion website, in the “International” section.
- (e) A draft of the brochure to be distributed in print and available for use in electronic format must be approved by the Project Officer prior to printing or distribution in electronic form (electronic distribution only may be suitable for some markets if agreed upon by all the Parties), and must include the CS logo, information on the International Buyer Program, and the services available for the international buyer. These brochures should be printed not less than six months prior to the show in order to maximize the international promotional effort. Such use of the CS logo shall include the registered trademark symbol (®) and the brochure shall include the following notice, “The Commercial Service logo is a registered trademark of the U.S. Department of Commerce, used with permission.”
- (f) Produce a one-page advertisement promoting the show in appropriate format to be placed in Embassy print and electronic newsletters or other publications. The advertisement should be approved by the Project Officer, have the CS logo prominently and appropriately displayed, and refer international firms to “the Commercial Section of the nearest U.S. Embassy or Consulate” for more information on the show. Such use of the

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CS logo shall include the registered trademark symbol (®), and the advertisement shall include the following notice, “The Commercial Service logo is a registered trademark of the U.S. Department of Commerce, used with permission.”

- (g) 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 to the most recent show, sorted by country.¹ These will be transmitted by USFCS to all Embassies and Consulates promoting the event 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.
- (h) 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. Waived or reduced admission fees are required for international attendees who are members of Embassy and Consulate-recruited delegations, either led by an 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 the Embassy or Consulate. Additionally, leaders of Embassy or Consulate-recruited delegations must also be provided complimentary admission to the event.
- (i) Provide complimentary housing for at least three (3) Commerce Department staff representatives who will constitute the event staff to manage and operate the International Business Center (IBC) (see (m) below). Also, provide complimentary housing to each Commercial Service or State Department international staff person organizing and/or leading a delegation of fifteen or more members. Whenever possible, delegation leaders should be housed in the same hotel as their delegation. Additional complimentary housing for USFCS domestic or overseas staff may be provided as mutually agreed upon by the Show Organizer and USFCS.
- (j) Additional complimentary housing should be provided to one or two supplemental staff leading and/or supporting delegations of 30 or more buyers.

¹ If disclosure of this information is in violation of an organization’s written privacy policy agreement with its members, 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.

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- (k) Provide international posts with hotel information at least six months prior to the event. Coordinate with U.S. Embassies and Consulates or their designated travel agent for the reservation of blocks of hotel rooms for Embassy and Consulate-recruited delegations.
- (l) 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; 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 on the form have 51% U.S. content (see (l)(5) below) 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 International Buyer Program 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 posts internationally (for buyer planning) a minimum of thirty (30) days prior the show. Printed copies shall be entitled "Export Interest Directory, U.S. Exhibitors at [Name of Show] Seeking Export Markets for Their U.S. Products", carry the Commercial Service 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 posts no less than sixty (60) days prior to the show start date.
 - (4) The organizer may not charge exhibitors for inclusion in the Export Interest Directory. However, organizers may sell advertising space to offset the cost of

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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 Department of Commerce 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 identify easily the Directory within the larger publication (e.g., color coding or tabbing). An organizer can recoup only costs associated with the production of the Directory through the selling of advertisements. The 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 be either: (i) produced or manufactured in the United States; or, (ii) if produced or manufactured outside of the United States, be marketed under the name of a U.S. firm and have U.S. content representing at least 51 percent of the value of the finished product or service being exported. U.S.-sourced inputs that may be considered as contributing to U.S. content, to the extent that they are incorporated into the finished product or service being exported, may include but are not limited to: materials; components; packaging; labor; production equipment and factory overhead; research & development; design; intellectual property; warehousing; distribution; sales; administration & management; advertising; and marketing and promotion.
- (6) In addition to a print version for distribution at the show, Export Interest Directory information should be provided to the Project Officer electronically (preferably in Microsoft Excel). Provide the company name, contact name, contact title, address, city and state, zip code, telephone number, fax number, E-mail, Web site, products and geographical areas of interest.
- (m) Establish an International Business Center (IBC) 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.
 - (1) Signage at the IBC should prominently identify the U.S. Department of Commerce (DOC) as operator of the facility for the Show Organizer.
 - (2) The IBC should consist of a lounge area, and a business office for DOC officials. Locating the separate registration area for international visitors within the IBC or adjacent to it (see item (q)) is strongly suggested.
 - (a) For events with less than 20,000 attendees (based on previous event data), the IBC should also include no less than one (1) conference room.

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- (b) For events with more than 20,000 attendees (based on previous event data), the IBC should also include no less than three (3) conference rooms.
- (3) The Show Organizer agrees to produce said conference rooms and business office using a hard panel system (IBP recommends clear/smoked walls if possible). DOC design specifications do not allow for pipe and drape at the IBC.
- (4) Although it is understood that space availability will vary from show to show, the IBC should be a minimum of 1,600 sq. ft. in area for events with more than 20,000 attendees, and a minimum of 900 sq. ft. in area for events with less than 20,000 attendees. 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) The Show Organizer will staff the IBC with interpreters covering those major language groups deemed most likely to be in attendance at the event.
- (6) The center should be equipped with at least one telephone and one additional line. Subject to mutual agreement, IBC's 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 IBC.
- (7) Alternate names for the facility such as "Center for International Commerce" or "International Marketing Center" are permitted with the concurrence of the Project Officer.
- (8) Develop or provide as part of the International Business Center capability, a computer-based matchmaking system that captures the registration details of international visitors and that matches product, country, and type of business relationship data factors with exhibiting company profiles in the Export Interest Directory or overall show directory. Alternatively, the Organizer agrees to support more mechanical lead compilation and listing services through the printing and making available of international visitor/exhibitor registration information for posting and distribution within the International Business Center.
- (n) Provide for the Project Officer's review a proposed convention center floor layout indicating the location and dimensions of the IBC subject to IBP approval at least six (6) months prior to the event.
- (o) Provide all U.S. exhibitors with information about the IBC and DOC services prior to the show and encourage them to visit the IBC.

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- (p) Include a one-page advertisement in the show directory/exhibitors guide highlighting the IBP and the IBC, and publish in the Show Daily or other affiliated industry publications, articles describing the IBP and the services provided at the IBC. The DOC may supply copy.
- (q) Establish a separate international registration area to ease the processing of all international attendees, ensure the DOC Project Officer's access to all international attendees at time of registration and to facilitate distribution of the Export Interest Directory and, if required, International Visitor Interest Cards. It is strongly suggested that the international registration area be located within the IBC or adjacent to it. Important: For international registration areas located within the IBC, the Show Organizer must provide a cashier to process all international registration and seminar fees. DOC employees are not bonded and, therefore, cannot handle currency.
- (r) Distribute the Export Interest Directory to all international attendees.
- (s) Make available at low or nominal charge at the conclusion of the event, the compiled information from International Visitor registration information, if available, to all U.S. exhibitors indicating an interest in international business.
- (t) Within three months following the show, send the following information to all U.S. Embassies and Consulates that promoted the show: a "Thank you" letter with results of the IBP event (e.g. country attendance comparisons with the previous show); copies of the export interest and show directories; and a printout, or electronic database of the international attendees sorted by their respective countries. A copy of the international attendee database should also be provided to the DOC Project Officer.
- (u) Upon notification of acceptance into the IBP, 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 30-45 days of acceptance notification. For this recruitment period the participation fee is **\$8,000** for shows of five days duration or less and requiring only one IBC. For shows more than five but less than ten days in duration, and/or shows requiring two IBCs, the participation fee is **\$14,000**. For shows ten days or more in duration and/or requiring more than two IBCs, the participation fee will be negotiated, but shall not be less than **\$19,500**. Note: Additional IBCs are at the request of the Show Organizer.
- (v) Coordinate any export-related seminars offered at the show with the IBP Project Officer.

V. CONTACTS

The contacts of each party to this agreement are:

U.S. Department of Commerce, Trade Promotion Programs

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POC Name:

Title:

Telephone:

Fax:

E-Mail:

Name of Trade Show Organizer

POC Name:

Title:

Telephone:

Fax:

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 December 31, 2011 or 120 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. ITA's participation beyond September 30, 2010 is contingent upon continued authorization for ITA to operate under the authority of MECEA. Notwithstanding Paragraph IV.2.(u), which states that the IBP participation fee is not refundable, in the event that authorization for ITA to continue to operate under the authority of MECEA after September 30, 2010 is not forthcoming, a refund of the IBP participation fee, adjusted for any expenses incurred by ITA in connection with the event, will be made. The IBP participation fee otherwise is not refundable, except as provided in this paragraph 4 of the section in the event of Force Majeure.
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.

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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 case 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 [Name of Event]. In the event of cancellation pursuant to this paragraph, Commercial Service 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, Title

Date

Show Organizer, Title

Date

Show Organizer, Title

Date

Event Name

Blanche Ziv
Director, International Buyer Program
United States and Foreign Commercial Service
International Trade Administration
U.S. Department of Commerce

Date