



CONDITIONS OF PARTICIPATION

I. Trade and Seminar Missions defined

Trade Missions: Overseas events planned, organized and led by Department of Commerce officers which bring groups of U.S. business persons into contact with potential foreign buyers, agents, distributors, licensees, franchisees or joint-venture partners.
Seminar Missions: Overseas events planned and organized by the Department of Commerce which promote the sale of sophisticated products or services through technical seminars presented by participants to potential foreign buyers, agents, distributors, licensees, franchises or joint-venture partners, and chaired by an industry expert or Commerce official.

II. Criteria

Firms that participate in a Trade or Seminar Mission must use the Mission to promote only products or services which in the judgement of the Department meet one of the following criteria:

- A. Manufactured or produced in the United States.
- B. If manufactured or produced outside of the United States, the product or service must 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 good or service.

Each representative must be a director, officer or employee of the participating company or of the Export Management Company designated by the participant. Spouses are not to accompany Mission members except when the spouse is an active member of the participating firm.

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

- A. Select a **product or service category and an overseas itinerary** which offer potential for export development. Selection will be based upon market research and consultation with the U.S. and Foreign Commercial Service posts in the countries selected to be visited and with key trade associations and companies in the industry to be promoted.
- B. Provide to each Mission member available **market research** relevant to the products and services to be promoted for all countries to be visited.
- C. Where appropriate, or upon request, conduct a **general briefing** for Mission members prior to departure from the United States regarding economic conditions in the countries to be visited. If a briefing in the United States is not practicable, the briefing will be held at the first overseas stop on the Mission's itinerary. An in-depth briefing by U.S. Commercial Officers at U.S. and Foreign Commercial Service posts will be conducted in each country visited.
- D. Arrange a schedule of business **appointments** with key prospects for the goods or services of Mission members.
- E. Provide **information** for distribution overseas describing the Mission participants, their companies, goods or services and, where appropriate, their marketing objectives. Where appropriate, this material will be in the language of the country visited.
- F. Provide a Mission headquarters in each foreign location, as necessary, where individual business appointments can be scheduled and other Mission business transacted.
- G. Host official **receptions** and/or other hospitality events, where appropriate, at or in conjunction with the U.S. and Foreign Commercial Service posts to provide Mission members with the opportunity to meet key local government officials and business leaders.
- H. Provide **transportation schedules** for members to book appropriate flights.
- I. Obtain confirmed hotel reservations for Mission members in advance of each stop.
- J. Provide clerical staff and interpreters as needed to assist Mission members. Each post's commercial staff will provide administrative and logistical **support** as needed by the Mission or arrange for outside logistical support.
- K. Provide a U.S. Government official or appropriate private sector representative having extensive knowledge of the Mission theme to serve as **Mission Director** (Seminar Chairperson in the case of Seminar Mission).
- L. Provide a qualified Department of Commerce officer to coordinate logistics and administration.

For Seminar Mission only the Department agrees, in addition to the above, to:

- M. Provide a seminar location, including simultaneous translation equipment, if available, interpreters, and audiovisual equipment, as necessary.

IV. The Participant agrees to:

- A. Make a **financial contribution** to the U.S. Department of Commerce in an amount to be established for the Mission for use in funding all services provided to the Participant as described in Section III, paragraphs A thru M, including market development, operating and hospitality costs of the Mission, and other international trade promotional activities. A signed **Participation Agreement** (Form ITA-4008) is to be submitted with the contribution.
- B. Furnish detailed descriptive company and product/service information sufficiently in advance of the mission to allow for compilation and/or printing, and advance distribution.
- C. Obtain information from the Department's Bureau of Export Administration, and/or from other licensing agencies, e.g. Nuclear Regulatory Commission, Department of Energy, and Office of Munitions Control, U.S. Department of State, as to whether existing **laws or regulations** might impede or prevent the Participant from marketing its products or services or releasing U.S.-origin technical data in any of the countries to be visited by the Mission. If problems arise in obtaining this information, the Department will provide such assistance or facilitation as may be necessary and appropriate.
- D. Promote its individual business interests, e.g. *direct sales, licensing agreements, or agent/distributors* arrangements.
- E. Participate in scheduled briefings by the Department of Commerce and other agencies including the U.S. and Foreign Commercial Service posts.
- F. Keep all business appointments which have been arranged and adhere to the Mission program and its complete *itinerary*.
- G. Contribute information for the Mission report and provide the results achieved on the **Exhibitor and Mission Member Report Form** (ITA-4075P) or successor document. If the participant requests particular information to be treated confidentially, the Department of Commerce will honor the request to the extent possible under applicable law.
- H. Travel between the United States and abroad on **U.S. flag carriers**, whenever practicable.
- I. Pay representative's travel, hotel and daily living expenses.
- J. Obtain entry permit **visas** and/or other **travel documentation** where necessary prior to the Mission's departure from the U.S.
- K. Participants' representatives travel at their own **risk** and should be covered by adequate insurance. The company, on behalf of itself and any of its officers, employees or agents, agrees to save the U.S. Government **harmless** from liability for any illness, injury, loss of life, or damage or loss of property occasioned by or connected with participation in the Mission.
- L. **For Trade Missions only**, the Participant agrees to provide at its expense a **qualified, decision-making company executive** who will represent the participant in all Mission activities. This representative shall be authorized to discuss product lines or services, to give price quotations on various bases, as appropriate, and to negotiate sales and related arrangements. The representative should be designated at the earliest possible date and his or her name furnished to the Department of Commerce. The representative must carry a valid passport and be a director, officer or employee of the participating U.S. company, a subsidiary, or an Export Management Company designated by the Participant. If a participant has an agent or distributor in a country visited by the Mission, the agent or distributor may accompany the representative on appointments.
- M. **For Seminar Missions only**, the Participant agrees to provide at its expense a **qualified, decision-making company executive** who will represent the participant in all Mission activities and present in each city visited a **state-of-the-art or problem-solving paper** that is not oriented to any particular company. The paper should be of a type that tends to demonstrate some aspect of the expertise, unique capabilities or activities of U.S. industry. A copy of the seminar presentation paper and all other documentation must be submitted a designated number of days before Mission departure for review and approval by the Seminar Chairperson and to ensure lead time for printing mission materials and interpreter review time. The Participant's representative must carry a valid passport and be a director, officer or employee of the participating company, a subsidiary, or an Export Management Company designated by the Participant.

V. Other Conditions

- A. If, for any reason, the participating company cancels its participation, its financial contribution will not be refunded unless written notice of cancellation is received by the Department of Commerce at least 60 days before the departure of the Mission. The Department, at its sole discretion, and upon its determination that it would be consistent with the proper operation of its missions program, may allow a partial or full refund of the financial contribution.
- B. The Department may cancel a Mission or the participation of any company at any time. In the event of such cancellation, any contribution made will be refunded.
- C. It is understood that all applications for participation in Missions are subject to approval by the Department of Commerce.