

Terms and Conditions of the International Trade Office Financial Assistance Programs

REPRESENTATIONS. Grantee represents and warrants that:

- A. APPLICATION. The contents of the application the Grantee submitted to the Department for funding is a complete and accurate representation of the Grantee and the Trade Event as of the date of submission and there has been no material adverse change in the organization or operation of the Grantee's business since the date the application was submitted to the Department.
- B. PARTICIPATION. Have in attendance at the Trade Event at least one full-time employee or sales agent of the Grantee.
- C. PRIOR AGREEMENTS. The Grantee has not entered into any verbal or written contracts, agreements or arrangements of any kind which are inconsistent with the Grant Agreement.

GRANTEE'S OBLIGATIONS. Grantee shall:

- A. EXHIBIT. Exhibit products or services or samples of Iowa products in conjunction with a foreign Trade Event (catalog exhibits are allowed only if in conjunction with the exhibit of product or service or in association with the Grantee's participation in a trade mission).
- B. PARTICIPATION. Have in attendance at the Trade Event at least one full-time employee or sales agent of the Grantee.
- C. PAYMENT OF EXPENSES. Pay all expenses related to participation in the Trade Event and submit a request to the Department for reimbursement of documented, eligible expenses.
- D. REPORTING. Complete the Final Report Form and attach appropriate receipts to the claim voucher form and return them within specified timeframe. Complete and return a 9 month and an 18 month survey following the event.

PAYMENT. Unless and until the following conditions have been satisfied, The Department shall be under no obligation to disburse to the Grantee any amounts under the Grant Agreement: A) the Grant Agreement shall have been properly executed; B) the Grantee shall have submitted to the Department confirmation of booth rental or trade mission participation agreements; and C) the Grantee has complied with each of the obligations identified in Articles above.

- A. TERMINATION. This Agreement may be terminated: a) by either party, without cause, after thirty (30) days written notice; b) as a result of Grantee's default under the terms of this Agreement; or c) as a result of the termination or reduction of state funding to the Department.
- B. DEFAULT. The occurrence of any one or more of the following events shall be an event of default under this Agreement: a) non-performance of this Agreement; b) if at any time any representation, warranty or statement made or furnished to the Department by, or on behalf of, the Grantee in connection with this Grant Agreement or to induce the Department to make a grant to the Grantee shall be determined by the Department to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Department's satisfaction; c) if there is a failure by the Grantee to comply with any of the covenants, terms or conditions contained in this Agreement.
- C. NOTICE OF DEFAULT. The Department shall issue a written notice of default providing therein a fifteen (15) day period in which Grantee shall have an opportunity to cure, provided that cure is possible and feasible. If, after opportunity to cure, the default remains, Grantee may do one or more of the following: a) exercise any remedy provided by law; b) terminate the Agreement; or c) require repayment of funds disbursed to Grantee.
- D. NONASSIGNMENT. This Agreement may not be assigned without prior the Department written consent.
- E. WRITING REQUIRED. No change, modification, or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by both parties.
- F. COMPLIANCE WITH LAWS AND REGULATIONS; DECLARATION OF GRANTEE. shall comply with all applicable State and federal laws, rules, ordinances, regulations and orders. Grantee declares that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the activities to be performed under this Agreement.
- G. COMPLIANCE WITH EEO/AA PROVISIONS. Grantee shall comply with the provisions of federal, state and local laws, rules and executive orders to insure that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, national origin, or disability. A breach of this provision shall be considered a material breach of this Agreement.
- H. INDEMNIFICATION. Grantee shall jointly and severally defend, indemnify and hold the Department, its successors and assigns, harmless from and against any liability, loss, damage or expense, including reasonable counsel fees, which the Department may incur or sustain by reason of (a) the failure of Grantee to fully perform and comply with the terms and obligations of this Grant Agreement; or (b) Grantee's activities with subcontractors and third parties.

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- I. **ENFORCEMENT EXPENSES.** The Grantee shall pay upon demand any and all reasonable fees and expenses of the Department, including the fees and expenses of their attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Department under this Grant Agreement.
- J. **UNALLOWABLE COSTS.** If the Department determines at any time, whether through monitoring, audit, closeout procedures or by other means that the Contractor has received Grant funds or requested reimbursement for costs which are unallowable under the terms of this Agreement, the Contractor will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the Department's final determination of the disallowance of costs. If it is the Department's final determination that costs previously paid by the Department are unallowable under the terms of the Agreement, the expenditures will be disallowed and the Grantee shall immediately repay to the Department any and all disallowed costs.
- K. **NOTICES.** Whenever this Grant Agreement requires or permits any notice or written request by one party to another, it shall be in writing, enclosed in an envelope, addressed to the party to be notified at the address set forth in this Agreement (or at such other address as may have been designated by written notice), properly stamped, Grantee sealed and deposited in the United States Mail. Any such notice given shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. the Department may rely on the address of the Grantee set forth in this Agreement, as modified from time to time, as being the address of the Grantee. shall immediately repay to the Department any and all disallowed costs.
- L. **WAIVERS.** No waiver by the Department of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Department in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Department shall preclude future exercise thereof or the exercise of any other right or remedy.
- M. **ACCESS TO RECORDS & RECORDS RETENTION.** The Grantee shall permit the Auditor of the State of Iowa or any authorized representation of the State to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers and records of Grantee relating to orders, invoices, or payments or any other documentation pertaining to this Grant Agreement. All records of the Grantee relating to this Grant Agreement shall be retained for a period of three (3) years following the date of final payment.
- N. **SURVIVAL OF AGREEMENT.** If any portion of this Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable.
- O. **GOVERNING LAW.** This Agreement shall be interpreted in accordance with the law of the State of Iowa, and any action relating to the Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.
- P. **INTEGRATION.** This Agreement contains the entire understanding between the Grantee and the Department and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void and of no effect. Neither of the parties have relied on any such prior representation in entering into this Agreement.
- Q. **FUNDING.** Funding for this agreement is provided by the State of Iowa and may include federal funds from the State Trade Export Promotion through the U.S. Small Business Administration.

Grantees are required to display the Iowa Exporter graphic in their booth at the event, and take a photo of the overall booth, with this signage visible in the photo. This photo will be required when completing the claim for reimbursement following the event. Graphic is available at <http://www.iowaeconomicdevelopment.com/InternationalAssistance/IFA> under the Resources box.