



Department for  
International Trade

**TRADESHOW ACCESS PROGRAMME (TAP) SUPPORT SCHEME FOR  
OVERSEAS EXHIBITIONS**

**TERMS AND CONDITIONS FOR EXHIBITORS  
2020-2021**

**Between**

**English UK**

**on behalf of**

**THE SECRETARY OF STATE FOR THE DEPARTMENT FOR  
INTERNATIONAL TRADE**

**And**

[insert full name of the Exhibitor]

**Reference No:**

# FORM OF CONTRACT

## PARTIES:

(1) THE SECRETARY OF STATE FOR THE DEPARTMENT FOR INTERNATIONAL TRADE  
of 3 Whitehall Place, London, SW1A 2AW;

## AND

(2) \_\_\_\_\_ [insert full name of the Exhibitor] of  
\_\_\_\_\_ [insert full address]  
but if a registered company, please insert the following as appropriate – registered in England,  
Wales, Scotland and Northern Ireland under number \_\_\_\_\_ [insert  
company number] whose registered office is  
\_\_\_\_\_ [insert address] (the “Participant”).

(each a “Party”, and together the “Parties”).

## 1. DEFINITIONS AND INTERPRETATION

1.1 The Parties agree that the following terms shall have the meanings given to them below.

<b>Agreement</b>	Means the terms and conditions set out in this document.
<b>Central Government Body</b>	Means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency.
<b>Commercial Organiser of the Exhibition</b>	Means the organisation responsible for the commercial arrangements for the whole exhibition / event. An organisation making a block booking at an exhibition for a Group, or booking space or stand facilities for individual businesses is not the commercial organiser of the event/exhibition.
<b>Crown</b>	Means the government of the United Kingdom including government ministers, government departments, government offices and government agencies.
<b>Data Protection Legislation</b>	Means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time; (ii) the DPA 2018 to the extent that it relates to the processing of personal data and privacy; and (iii) all applicable Law about the processing of personal data and privacy.
<b>De Minimis Aid Declaration Form</b>	Means the de minimis aid declaration form set out in the Exhibitor Grant Application Form.
<b>De Minimis Aid Regulation</b>	Means Commission Regulation (EU) No 1407/2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid ( <a href="http://ec.europa.eu/competition/state_aid/legislation/de_minimis_regulation_en.pdf">http://ec.europa.eu/competition/state_aid/legislation/de_minimis_regulation_en.pdf</a> ).
<b>DIT</b>	Means the Department for International Trade.
<b>Domestic Law</b>	Means an applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation which replaces EU law as a consequence of the UK leaving the European Union.

<b>Domestic Successor</b>	Means: a) a body that takes over the functions of the European Commission in the UK following the date the UK has withdrawn from the European Union; or b) the relevant courts in England which take over the functions of the Court of Justice of the European Union in England following the date the UK has withdrawn from the European Union.
<b>DPA 2018</b>	Means the Data Protection Act 2018.
<b>Eligible Organisation</b>	Means either: i) an SME (known as a “category (i)” Eligible Organisation); or ii) a business or organisation matching the requirements at A and B below (known as a “category (ii)” Eligible Organisation). a) Has less than 250 employees. b) Has an annual Turnover of between £83,000 and £5 million.  DIT reserves the right to review the eligibility of organisations that are distinct and independently operated but are part of or owned by an organisation itself larger than an Eligible Organisation.  Between 1 April 2020 and 31 March 2021, TAP TCPs will aim to provide at least 75% to 85% of Grants to Participants which fall within category (ii) above.
<b>Embarrassment</b>	Means discomfiture caused to Her Majesty’s Government, the host nation or other exhibitors in the Group. For example by displays of inappropriate or offensive literature, by inappropriate or offensive behaviour, or by the display of products or services of an unacceptably low quality or of an inappropriate or offensive nature. The final decision on acceptability and appropriateness will rest with DIT staff, taking into account the nature of the product(s) / services, the sensitivities of the host nation and others in the Group.
<b>Exhibitor Grant Application Form</b>	Means an application form for a Grant.
<b>Export Wins</b>	Means a deal, contract, sale or other specific type of agreement for an eligible UK company which has resulted from significant support provided by DIT. Export Wins is the metric DIT uses to measure export activity.
<b>Fiscal Year</b>	Has the meaning given in clause 3.1.6(a).
<b>GDPR</b>	Means the General Data Protection Regulation ( <i>Regulation (EU) 2016/679</i> ).
<b>Grant</b>	Means funding provided under the Tradeshow Access Programme (TAP), which provides grant based financial support to Eligible Organisations, UK universities, UK Government funded centres of higher or further learning and UK Government-funded research organisations, who wish to use overseas exhibitions to market their products or services, or may require market knowledge and experience as part of a strategic approach to exporting.
<b>Group</b>	Means UK businesses/organisations that have been recruited to participate together at a specific exhibition / event, and which may benefit from common facilities provided by the TAP TCP on their behalf.
<b>Information Acts</b>	Means the DPA 2018, GDPR, Freedom of Information Act 2000 and the Environmental Information Regulations 2004.
<b>Law</b>	Means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which a Party is bound to comply.
<b>LED</b>	Means the Law Enforcement Directive ( <i>Directive (EU) 2016/680</i> ).
<b>Participant</b>	Means a member of a DIT supported TAP Group in receipt of a Grant.

<b>Personnel</b>	Means all directors, officers, employees, agents, consultants, contractors and subcontractors of a Party engaged in the performance of a Party's obligations under this Agreement.
<b>Prohibited Act</b>	Means: <ul style="list-style-type: none"> <li>a) directly or indirectly offering, giving or agreeing to give to any servant of DIT or the Crown any gift or consideration of any kind as an inducement or reward for: <ul style="list-style-type: none"> <li>(i) doing or not doing (or for having done or not having done) any act in relation to the obtaining of a Grant or the obtaining or performance of this Agreement; or</li> <li>(ii) showing or not showing favour or disfavour to any person in relation to a Grant or this Agreement;</li> </ul> </li> <li>b) committing any offence: <ul style="list-style-type: none"> <li>(i) under the Bribery Act 2010;</li> <li>(ii) under legislation creating offences in respect of fraudulent acts (including offences under Part 3 of the Criminal Finances Act 2017); or</li> <li>(iii) at common law in respect of fraudulent acts in relation to a Grant or this Agreement;</li> </ul> </li> <li>c) defrauding or attempting to defraud or conspiring to defraud DIT or the Crown; or</li> <li>d) any activity, practice or conduct which would constitute one of the offences listed under (b) or (c) above if such activity, practice or conduct had been carried out in the UK.</li> </ul>
<b>SME</b>	Means an entity engaged in economic activity matching the requirements at A and B below. <ul style="list-style-type: none"> <li>a) Has less than 250 employees.</li> <li>b) Has an annual Turnover not exceeding € 50 million, or an annual balance sheet total not exceeding € 43 million.</li> </ul>
<b>State Aid Law</b>	Means the law embodied in Article 107 to 109 of section 2, Title VII of the Common Rules on Competition, Taxation and Approximation of Laws – Consolidated Versions of the Treaty on the European Union, and the Treaty for the Functioning of the European Union or any Domestic Law which replaces such State Aid Law following the UK's exit from the European Union.
<b>TAP</b>	Means the DIT Tradeshow Access Programme.
<b>TAP Eligible Costs</b>	Means the costs set out in clause 5.4 of this Agreement.
<b>TAP TCP</b>	Means the TAP Trade Challenge Partner named on the front of this Agreement, acting on behalf of DIT. TAP TCPs are multipliers, who have a formalised relationship with DIT, via an accreditation process. They are usually sector trade associations or other types of multipliers. They have the ability to lead and direct sectors.
<b>Third Party</b>	Means any subcontractors of the TAP TCP.
<b>Turnover</b>	Means the gross inflow of economic benefits (cash, receivables, other assets) arising from the ordinary operating activities of an entity (such as sales of goods, sales of services, interest, royalties, and dividends).
<b>VAT</b>	Means value added tax as provided for in the Value Added Tax Act 1994.
<b>Working Day</b>	Means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.
<b>Writing</b>	Means in e-mail or letter which will be permitted as acceptable forms of notification in writing.

1.2 In this Agreement, unless the context otherwise requires:

- 1.2.1 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;
- 1.2.2 any obligation on any Party to do or to refrain from doing any act or thing under this Agreement shall include an obligation on that Party to procure that its Personnel also do or refrain from doing such act or thing;
- 1.2.3 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or bye-law made under that enactment together with any guidance or codes of practice issued by the relevant government department concerning the enactment, as amended from time to time; and
- 1.2.4 the words 'including', 'other', 'in particular', 'for example' and similar words shall not limit the generality of the preceding words and shall be understood as meaning 'including without limitation'.

## **2. BACKGROUND**

- 2.1 DIT will, at its discretion, provide support for businesses and other organisations taking part in overseas exhibitions between 1 April 2020 and 31 March 2021. For the purposes of this Agreement, overseas exhibitions are defined as:
  - 2.1.1 involving the display of products and services on exhibition stands or areas by businesses and other organisations with the objective of attracting commercial interest in those products and services; and
  - 2.1.2 taking place outside the United Kingdom and being international in terms of representation i.e. involving exhibitors from more than one country; and
  - 2.1.3 dealing with trade representatives rather than the public; and
  - 2.1.4 using stand space or an area that is designed for the purpose of an exhibition and not for any additional use not specifically connected to exhibiting.

Alternatively an eligible event can be:

- 2.1.5 an overseas commercial conference where the business has paid for the opportunity to promote its goods or services to a trade audience. TAP Eligible Costs for an overseas commercial conference is the amount charged by the conference organiser for attendance or speaking. It can also include the cost of preparing and transporting literature or display items specifically for the conference. Grants cannot be used for events surrounding an exhibition or conference, e.g. a reception or after the exhibition / conference e.g. a trade mission.
- 2.2 The objective of exhibition support is to help Eligible Organisations, UK universities, UK Government funded centres of higher or further learning and UK Government-funded research organisations to learn how to use exhibitions as a key tool in their export development plans. The support is intended to work most efficiently as part of a development programme for eligible businesses and organisations which TAP TCPs and DIT's regional network can help to facilitate.
- 2.3 A central principle of this, and all DIT Grants, is that it should make something happen that would not happen otherwise. From 1 October 2017 each eligible business/organisation is entitled to exhibit overseas with grant support on a total of six (6) occasions, the six (6) being counted from 1 April 2009.
- 2.4 TAP TCPs will help those businesses/organisations approved for a Grant to participate effectively in an exhibition. Participating businesses/organisations are expected to take up any offers of non-chargeable assistance made in this context.

- 2.5 If TAP TCPs charge supported Participants a service or management fee in connection with their participation, the services to be covered in return for the charge must be fully explained and broken down for Participants at the time of recruitment. Such TAP TCP charges should relate to costs wholly distinct from their administration of the Participant's Grant application.
- 2.6 It is expected that Participants will make full use of the services and advice provided by or via the TAP TCP.
- 2.7 With professional advisers across 108 international markets, DIT is the government department that helps UK-based companies succeed in the global economy and assists overseas companies in bringing their high quality investment to the UK.

For further information on DIT services, please visit this link: <https://www.great.gov.uk/uk/>.

### **3. ELIGIBILITY TO APPLY FOR A GRANT**

- 3.1 To be eligible for a Grant, Participants must meet the following criteria:
  - 3.1.1 A Participant must be a UK\* based business or organisation (which includes a UK subsidiary of an overseas company provided that the subsidiary entity is fully registered in the UK). If requested, Participants must provide DIT with supporting documents proving that they comply with this requirement. (\*Excluding businesses/organisations based in the Isle of Man or the Channel Islands unless UK registered.)
  - 3.1.2 A Participant must be an Eligible Organisation or a UK university or UK Government funded centre of higher or further learning, or a UK Government-funded research organisation. Between 1 April 2020 and 31 March 2021, TAP TCPs will aim to provide at least 75% to 85% of Grants to Participants which fall within category (ii) of the definition of an Eligible Organisation.
  - 3.1.3 A Participant must be either (a) actively investigating export opportunities for their own business having not previously exported; or (b) already involved in exporting from the UK and wishing to grow exports either (i) in up to six countries within the European Union, or (ii) beyond the European Union single market.
  - 3.1.4 The Grants are awarded as de minimis aid in accordance with the De Minimis Aid Regulation, which enables the Participant to receive up to a maximum level of aid without this constituting unlawful state aid. Any Grant a Participant applies for must not result in them breaching the permitted level of aid, which is currently €200,000 per undertaking over three (3) consecutive Fiscal Years.
  - 3.1.5 The Participant acknowledges and accepts that the de minimis limit comprises the total amount of de minimis aid the Participant may receive from the state over three (3) consecutive Fiscal Years. That aid will include aid relating to other programmes, aid provided by other public authorities and their agents, and aid other than grants (for instance, foregone interest on loans).
  - 3.1.6 The award of the Grant will be conditional upon the Participant's compliance with all the relevant conditions for the De Minimis Aid Regulation and the Participant providing the TAP TCP with the De Minimis Aid Declaration Form confirming how much de minimis state aid, if any, it has received in the current Fiscal Year and the previous two (2) year fiscal period. For the purposes of the De Minimis Aid Declaration Form:
    - (a) the Fiscal Year is the Fiscal Year used by its business; and
    - (b) de minimis aid is aid granted to a single undertaking, which may include legal entities separate to the Participant (such as current or former subsidiaries).

- 3.1.7 The Participant acknowledges that it is the Participant's responsibility to read the De Minimis Aid Regulation in its entirety, and seek advice (including legal advice) on its application to the Participant's business if appropriate.
- 3.1.8 Applicants who produce agricultural goods (e.g. crops or vegetables) should complete the alternative version of the Exhibitor Grant Application Form designed to cover businesses in this category.
- 3.1.9 A Participant must not receive any other contributions towards TAP Eligible Costs, for which it is receiving a Grant, in relation to participation at the exhibition / event named in Section 1 of the Exhibitor Grant Application Form. DIT may refer any Participant to the police should it dishonestly and intentionally obtain other contributions towards TAP Eligible Costs for which it is receiving a Grant.
- 3.1.10 A Participant must not have been fully committed to attend the exhibition / event prior to seeking a DIT Grant in respect of that exhibition / event.
- 3.1.11 A Participant must demonstrate that they:
- are selling products or services originating substantially in the UK; or
  - are adding significant value to a product or service of non-UK origin and fulfil the requirements set out in clause 4.1.3; or
  - are enhancing their competitiveness and providing tangible economic benefit to the UK from this trade development activity.
- 3.1.12 Since 1 April 2009, a Participant must not have received, been offered or have a pending application for more than five (5) Grants under these and previous versions of these terms and conditions prior to the Grant currently being applied for.
- 3.2 A Participant is expected to take up any non-chargeable offers of assistance made by the TAP TCP that are intended to be complementary to the offer of trade show support.
- 3.3 If the TAP TCP is a membership based organisation, there is no requirement for Participants to become a member to take part in TAP.
- 3.4 Participants will be ineligible for Grants if they do not own the brand they are selling and the brand owner either already exports to the market concerned or withholds permission to export to that market.
- 3.5 At DIT, diversity and inclusion underpins DIT's culture in supporting the values of respecting difference. Whether it is DIT's employees or DIT's external stakeholders, DIT seeks to empower everyone to feel included. DIT is committed to seeking to provide assistance to people with disabilities or long-term health conditions to undertake business overseas. Applicants should raise any concerns in this respect directly with their TAP TCP. Any such issues should be raised no later than eight (8) weeks prior to the event start date.
- 3.6 Payment of a Grant is discretionary and shall be the limit of DIT's financial liability to the Participant in respect of the exhibition / event named at Section 1 of the Exhibitor Grant Application Form. DIT accepts no liability for any consequences, whether direct or indirect, that may come about from the use of the Grant or from variation, withdrawal, withholding or suspension of the Grant.

#### **4. REQUIREMENTS FOR ELIGIBLE PARTICIPANTS**

- 4.1 Participants must also comply with all of the following conditions:
- 4.1.1 Participants must correctly complete an Exhibitor Grant Application Form and submit it to the TAP TCP that is organising a Group at the relevant exhibition / event, **no later than eight (8) weeks** before the exhibition / event start date.

- 4.1.2 Participants must only promote at the exhibition / event the business, trading and brand names detailed on their Exhibitor Grant Application Form.
- 4.1.3 Where any non-UK goods or services are to be promoted, Participants must be able to clearly explain the associated economic benefits to the UK. They must also present themselves at the exhibition / event as a business/organisation involved in exporting from the UK.
- 4.1.4 Participants must ensure that their exhibition stand or space is manned by at least one (1) dedicated representative for the duration of the exhibition / event. In the case of exhibitions / events lasting more than seven (7) days, they may leave after spending seven (7) days at the exhibition / event but only if they have notified the TAP TCP in Writing prior to the opening date of the exhibition / event.
- 4.1.5 If there is only one (1) individual representing both the Participant and any other eligible exhibitor(s), then a Grant can only be claimed in respect of one of the businesses/organisations being represented by that individual.
- 4.1.6 All Participants must submit a completed DIT customer feedback questionnaire (provided by the TAP TCP) prior to any claim for a Grant being submitted to DIT. The final deadline for the return of completed feedback forms is 20 Working Days after the closing date of the exhibition / event.
- 4.1.7 All Participants will collaborate with the TAP TCPs on follow up activity post exhibition / event and, in particular, will confirm Export Wins which are achieved as a direct result of the Participant's attendance at the exhibition / event.
- 4.2 DIT will have no responsibility for insuring any risks associated with the Participant taking part in the exhibition / event including the risk of cancellation. DIT will not be liable for the consequences of any risks or any costs incurred by the Participant taking part in the exhibition / event including the risk of cancellation. Any insurance required by the Participant to cover such risks will be the responsibility of the Participant.
- 4.3 Applicants should not assume TAP support has been agreed until this has been confirmed by the TAP TCP in consultation with DIT. DIT reserves the right to withhold a Grant for any of the reasons outlined in clause 6 of this Agreement.

## **5. CLAIMING THE GRANT**

- 5.1 The TAP TCP will claim a Grant on behalf of the Participant at the rates which will be pre-agreed between DIT and the TAP TCP.
- 5.2 For the six (6) Grants available to any individual Participant, TAP TCPs have the flexibility to allocate funding of between £500 and £2500 for any exhibition / event (subject to agreement with DIT). The Grant level will be made clear by the TAP TCP at the recruitment stage.
- 5.3 Participants must be able to show that they have paid for TAP Eligible Costs amounting to at least the value of the Grant. If the TAP TCP does not already have evidence demonstrating that the Participant has paid for TAP Eligible Costs amounting to at least the value of the Grant, the Participant must provide this to the TAP TCP no later than two (2) weeks following the end of the exhibition / event.
- 5.4 Eligible costs can be in any of the following categories:

### **5.4.1 Exhibition space costs.**

This is the actual amount paid by the Participant, or the TAP TCP on the Participant's behalf, to the Commercial Organiser of the Exhibition for space at the exhibition venue and any other mandatory charges (e.g. registration fees, catalogue entry charges).



These charges will be no higher than the rates published by the Commercial Organiser of the Exhibition.

#### 5.4.2 Stand costs.

This is the actual amount paid by the Participant, or the TAP TCP on the Participant's behalf, to the Commercial Organiser of the Exhibition, or to any third party supplier(s) for invoiced costs directly related to:

- stand design;
- physical stand costs, including shell scheme (or equivalent);
- labour costs in relation to physical construction of the stand;
- heating;
- power supply;
- carpets;
- furniture hire;
- cleaning;
- internet/phone connection and rental (excluding call charges);
- display aids and graphics, but excluding any products/samples unless they are part of the stand construction;
- security;
- freight costs for the stand, stand display items and literature for the stand (car/van hire and other associated freighting costs for these items may be claimed but, if this option is used rather than a freight forwarding company, the Participant must be able to present a justifiable case, including cost benefits);
- excess baggage charges for stand and stand display items.

#### 5.4.3 Conference Costs.

This is the amount charged by the conference organiser for attendance or speaking. It can also include the cost of preparing and transporting literature or display items specifically for the conference.

NB. Recoverable local taxes, including VAT, and insurance costs of any kind will not be considered as part of the total of TAP Eligible Costs.

- 5.5 Once the TAP TCP has claimed the Grants on behalf of Participants, the TAP TCP will be responsible for distributing the Grants to Participants within three (3) weeks of the TAP TCP's receipt of the Participant's Grant from DIT. DIT shall have no liability to any Participant for any losses caused by a delay in the payment of a Grant howsoever arising.
- 5.6 The Participant may arrange with the TAP TCP for any amount owed to the TAP TCP, solely related to the exhibition / event named at Section 1 of the Exhibitor Grant Application Form, to be deducted from the Grant. The TAP TCP is not allowed to pay any part of a Participant's Grant to a Third Party and must not have charged the Participant for anything other than costs directly related to the Participant's supported participation at the exhibition / event as explained at the time of recruitment in accordance with clause 2.5.
- 5.7 DIT reserves the right to provide any governmental or regulatory body which needs the information for any proper purpose relating to the process of Government, or for the purpose of preventing or detecting crime, with information about any Grants paid to the Participant (including information on de minimis state aid). The Participant hereby acknowledges that DIT is subject to requirements under the Information Acts and that DIT, acting in accordance with the codes of practice issued and revised from time to time under the Information Acts, may disclose information concerning the Participant and the Grant without consulting with, or obtaining consent from, the Participant.
- 5.8 If VAT is held to be chargeable in respect of a Grant, all payments shall be deemed to be inclusive of all VAT and DIT shall not be obliged to pay any additional amount by way of VAT.

- 5.9 All sums or other consideration payable to, or provided by the Participant to, the TAP TCP at any time shall be deemed to be exclusive of all VAT payable, and where any such sums become payable or due or other consideration is provided, the Participant shall at the same time or as the case may be on demand by the TAP TCP in addition to such sums or other consideration, pay to the TAP TCP all the VAT so payable upon the receipt of a valid VAT invoice.

## **6. NON PAYMENT OF GRANT**

- 6.1 Payments will not normally be made for any Participant that withdraws from or fails to attend any exhibition / event for which they have applied for a Grant. DIT may pay the Grant where there are exceptional reasons for withdrawal or non-attendance, wholly at DIT's discretion.
- 6.2 DIT reserves the right to withhold any or all of the Grant, or require part or full repayment of any Grant already paid, if at the time of making the application or at any time prior to the start of the exhibition / event, the Participant:
- 6.2.1 has ceased or ceases trading;
  - 6.2.2 is in or goes into liquidation, administration, receivership, bankruptcy or any equivalent procedures in any jurisdiction to which it is subject;
  - 6.2.3 is or becomes the subject of a proposal for a winding up order or any other insolvency procedure including individual voluntary arrangement and company voluntary arrangement; or
  - 6.2.4 is or becomes indebted to DIT or any other Government department.
- 6.3 DIT also reserves the right to vary or withhold any or all of the Grant, and/or require part or full repayment of any Grant already paid, if:
- 6.3.1 the Participant fails to comply with the terms and conditions of this Agreement (including the eligibility criteria set out at clause 3);
  - 6.3.2 the Participant provides any materially misleading, false or inaccurate information on the Exhibitor Grant Application Form;
  - 6.3.3 the Participant causes Embarrassment or takes any action which unfairly brings or is likely to unfairly bring DIT's name or reputation and/or DIT into disrepute;
  - 6.3.4 the Participant engages in tax evasion or aggressive tax avoidance, in the opinion of HM Revenue and Customs;
  - 6.3.5 the Participant commits or committed a Prohibited Act or fails to report a Prohibited Act to DIT as soon as they become aware of it; or
  - 6.3.6 the European Commission (or a Domestic Successor) or the Court of Justice of the European Union (or a Domestic Successor) requires any Grant paid to be recovered by reason of a breach of State Aid Law or the Participant fails to comply with the provisions of the exemption under State Aid Law that applies to the Grant made to the Participant.
- If any of the circumstances set out in this clause 6.3 arise, the business / organisation may also be excluded from future involvement in TAP and/or any other scheme operated by DIT.
- 6.4 If DIT varies and / or requires repayment of any of the Grant already paid in accordance with clause 6.3.6, DIT may also require payment of any interest set by the European Commission (or a Domestic Successor) from the date of payment.
- 6.5 Where DIT requires any part or all of the Grant to be repaid in accordance with clause 6.2 or 6.3, the Participant shall repay this amount no later than 30 days of the date it received the

demand for repayment. If the Participant fails to repay the Grant within 30 days of a demand for repayment, the sum will be recoverable summarily as a civil debt.

## **7. COMPLIANCE**

- 7.1 The Participant agrees to adhere to its obligations under the Law including but not limited to the Information Acts, the Human Rights Act 1998 and the Bribery Act 2000.
- 7.2 The Participant must have a sound administration and audit process, including internal financial controls to safeguard against fraud, theft and all Prohibited Acts. All cases of fraud, theft or Prohibited Acts (whether proven or suspected) connected with this Agreement must be notified to the TAP TCP as soon as they are identified and the Participant shall:
- 7.2.1 explain to the TAP TCP what steps are being taken to investigate the irregularity or Prohibited Act;
  - 7.2.1 keep the TAP TCP informed about the progress of such investigation; and
  - 7.2.3 provide any information requested by the TAP TCP in relation to any irregularity or Prohibited Act notified to it.
- 7.3 The Participant must have and will keep in place adequate procedures to manage and monitor any actual or perceived bias or conflicts of interest. Neither the Participant nor its Personnel shall engage in any personal, business or professional activity which conflicts or could conflict with any of their obligations in relation to this Agreement.
- 7.4 Each Party shall comply at all times with its respective obligations under Data Protection Legislation.
- 7.5 On request, the Participant shall provide the TAP TCP with all such relevant documents and information relating to the Participant's data protection policies and procedures as the TAP TCP may reasonably require.
- 7.6 The Participant will maintain appropriate records of compliance with State Aid Law and will take all reasonable steps to assist DIT to comply with State Aid Law requirements and respond to any investigation(s) instigated by the European Commission (or its Domestic Successor) or any equivalent regulatory body as the case may be into the Grant.
- 7.7 The Participant acknowledges that DIT and the Participant are jointly and severally responsible for maintaining detailed records with the information and supporting documentation necessary to establish that all the conditions set out in this Agreement and the De Minimis Aid Regulation are fulfilled. Such records must be maintained by the Participant and DIT for ten (10) years following the granting of the aid and must be made available to the European Commission (or its Domestic Successor) within a period of 20 Working Days if requested.
- 7.8 Without prejudice to the generality of clause 7.7, the Participant must retain this Agreement and the completed De Minimis Aid Declaration Form and produce it on request by the European Commission (or its Domestic Successor).

## **8. TRANSPARENCY AND PUBLICITY**

- 8.1 The Participant acknowledges that DIT is subject to requirements under the Information Acts. Where requested by DIT, the Participant will provide reasonable assistance and cooperation to DIT to assist DIT's compliance with its information disclosure obligations.
- 8.2 The Participant acknowledges that, except for any information which is exempt from disclosure in accordance with the provisions of the Information Acts, the content of this Agreement is not confidential. The Participant further acknowledges that DIT, acting in accordance with the codes of practice issued and revised from time to time under the

Information Acts, may publish this Agreement (including any changes to it from time to time) and disclose information concerning this Agreement without consulting, or obtaining consent from, the Participant.

- 8.3 DIT will take reasonable steps to notify the Participant of a request for information to the extent that it is permissible and reasonably practical for it to do so. Notwithstanding any other provision in this Agreement, DIT will be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the Information Acts.
- 8.4 The Participant gives consent to DIT to publicise in the press or any other medium (including the Government Grants Information System database which is available for search by other funders) details of the Grant, the name of the Participant's business/organisation and any information gathered from the Exhibitor Grant Application Form.
- 8.5 The Participant shall comply with all reasonable requests from DIT to provide reports, statistics, photographs and case studies that will assist DIT in its promotional activities relating to TAP.

## **9. MONITORING COMPLIANCE AND AUDITING**

- 9.1 The Participant shall provide the TAP TCP with all reasonable assistance and co-operation in relation to any information, explanations and documents as it may require from time to time, so that it may establish if the Participant has used the Grant in accordance with this Agreement. The Participant shall provide the TAP TCP with any information requested pursuant to this clause 9.1 within ten (10) Working Days of its request.
- 9.2 The Participant shall retain all invoices, receipts, accounting records and any other documentation (including but not limited to correspondence) relating to amounts paid on TAP Eligible Costs for a period of ten (10) years from the Fiscal Year in which the Participant received the Grant.
- 9.3 The Participant shall permit any person authorised by the TAP TCP reasonable access during the period for the retention of records set out in clause 9.2, subject to reasonable notice, to its Personnel and records for the purposes of monitoring the Participant's fulfilment of its obligations under this Agreement.
- 9.4 The Participant will notify the TAP TCP as soon as reasonably practicable of any actual or potential failure to comply with any of its obligations under this Agreement.
- 9.5 The Participant shall identify separately the value and purpose of the Grant in its audited accounts and its annual report.

## **10. GENERAL**

- 10.1 The Participant will not transfer, assign, novate or otherwise dispose of the whole or any part of this Agreement or any rights under it, to another organisation or individual without the TAP TCP's prior approval.
- 10.2 This Agreement will be governed by and construed in accordance with the law of England and the Parties irrevocably submit to the exclusive jurisdiction of the English courts.