



Operating under the joint auspices of:



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ITAR WORKSHOP - "HOW TO CURE THE VIRUS"

Monday 12 to Wednesday 14 July 2010
Holiday Inn, in Stratford-upon-Avon

A two and a half day workshop session, being jointly organised by the Export Group for Aerospace & Defence, of the UK (www.egad.org.uk), Squire, Sanders & Dempsey L.L.P., from the USA (www.ssd.com), and Strategic Shipping Company Ltd, of the UK (www.strategic-shipping.com).

Format: Video examples, group working, panel sessions and exercises to give a better understanding of the ITAR provided by, amongst others, George Grammas (Squire, Sanders & Dempsey L.L.P.), and Allan Suchinsky (ITD Associates). These gentlemen are extremely knowledgeable with the ITAR. Allan is a former State Dept employee and, indeed, wrote many provisions in the current version of the ITAR!

Topics: Subjects to be covered over the two-day session will, amongst others, include:

- Commodity jurisdiction and ITAR contamination of UK products
- Effective use of ITAR export licenses, TAAs and Distribution Agreements
- Enforcement actions against non-US entities
- Managing ITAR risks and strengthening compliance
- Effective interaction with US suppliers, subsidiaries, parent companies and customers
- Dual and third country nationals
- Access to the US defence market—business and ITAR/regulatory challenges
- ITAR Compliance for intangible transfers via servers, laptops, PDAs, etc.
- Effective applications and interaction with US DOS and DoD from an EU perspective
- Re-exports and re-transfers
- Marketing at Farnborough Airshow and other Exhibitions

A draft Agenda for the event is attached to this notice.

Cost: For all bookings received before **Monday 10th May 2010** an "early-bird" price applies:

- £795.00 + £139.10 VAT = **£ 934.12** for EGAD Members
- £910.00 + £159.25 VAT = **£1,069.25** for Non-Members

Bookings received after this time will be charged as follows:

- £ 994.00 + £173.95 VAT = **£1,167.95** for EGAD Members
- £1,137.50 + £199.06 VAT = **£1,336.56** for Non-Members

These costs will include two nights' accommodation, all training materials, breakfasts and lunches, a welcome networking cocktail reception on Monday night and an event networking cocktail reception and seated dinner on Tuesday night. Thus, this highly cost-effective rate compares extremely favourably with other similar events organised by certain commercial entities.

T: +44 (0) 1428 607788 **F:** +44 (0) 1428 604567 **E:** enquiries@adsgroup.org.uk **W:** www.adsgroup.org.uk


A|D|S Group Limited. Registered Office: Salamanca Square, 9 Albert Embankment, London, SE1 7SP, UK. Reg. No. 7016635 England & Wales.

Feedback on the Workshops which have been organised on five previous occasions since April 2007 have been unanimously very positive, with comments made such as:

- ***Best ITAR training I have attended***
- ***An excellent, informative and extremely well organized seminar. I have been to a few of these sorts of events and can honestly say this one was certainly up there either at or close to the top of the pile***
- ***I think this course gave a lot more working knowledge that I haven't got from other events***
- ***The workshops were extremely useful and informative in discussing methods of dealing with ITAR and also taking on board ideas from colleagues within the industry***
- ***I thought a potentially dry course was delivered well and maintained interest all through. All workshops were delivered in a way that helped to understand the topic easier***
- ***The whole event was extremely well run and all speakers very knowledgeable of the subject. Overall the event is a must for those working with military programs in USA***
- ***The course was designed for all different levels of understanding***
- ***Phenomenal knowledge of subject by all speakers***

The numbers will be limited to no more than **70** persons, to ensure all attendees benefit from the event. **Those who sign up before 10th May 2010, and, therefore, can make use of our proposed "early-bird" discount, will also have the opportunity to provide input to the organisers on the content and topics of the workshops which will take place. Don't delay; this event has sold out very quickly on previous occasions.**

If you require any further information or have any queries about this event please contact: Nicole Redfearn, at A|D|S (Tel: +44 (0)1428 602611; Fax: +44 (0)1428 604567; E-mail: nicole.redfearn@adsgroup.org.uk).

Regards


Brinley Salzmänn - Secretary, EGAD

Draft Agenda

Monday, 12 July	ITAR Seminar
Noon	Registration for Seminar and Buffet Lunch
1330 – 1700	ITAR Overview Seminar <i>Overview of the ITAR, including fundamentals, definitions, licenses and exemptions, comparison to UK BIS regime, US enforcement actions against non-US persons. Excellent introduction for those new to the ITAR or refresher for those with more experience.</i>
1730 – 1900	Welcome Reception - Registration for Workshops
Tuesday, 13 July	ITAR Workshops
0830	Coffee and Meet-and-Greet
0900 – 1245	ITAR for Non-US Organisations <i>This session will offer an insightful and practical understanding of the application of the ITAR to non-US persons, including when and how ITAR contamination occurs, what is the impact on non-US articles, how to avoid or manage the “virus”, best use and compliance with licenses, exemptions, Technical Assistance Agreements and Distribution Agreements.</i>
1245 – 1345	Buffet Lunch
1400 – 1730	ITAR Workshop Sessions 1 and 2
1800 – 2100	Hosted Networking Cocktail Hour and Dinner
Wednesday, 14 July	ITAR Workshops
0845 – 1015	ITAR Government Review Process and Organisation Compliance <i>Former government officials will explain the US interagency review process and compare it to the UK process. In addition, delegates will receive guidance on approaches to strengthen their own export compliance systems and manage the risk of potential ITAR violations.</i>
1030 – 1200	ITAR Workshop Session 3
1200 – 1300	Buffet Lunch
1300 – 1430	ITAR Workshop Session 4
1445 – 1600	ITAR Wrap-up Session <i>Delegates will have one final opportunity to ask any remaining questions and our experts will opine on the future of defense trade controls</i>

Delegates that register early will help select and define the workshop topics. Workshop topics from prior years included the following:

- ITAR Licenses and Exemptions and Effective Use of DSP-5s
- Effective Use of ITAR Agreements
- Dual and Third Country Nationals
- ITAR Compliance for Intangibles--Servers, Laptops, Blackberries, etc.
- ITAR Compliance for Parts, Components and Subsystems from the United States
- Exhibitions Do's and Don'ts
- Access to US Defence Market—Business and ITAR/Regulatory Challenges
- Incoterms
- Commodity Jurisdiction
- ITAR Issues for Companies Owned by US Parent
- Effective Use of Government to Government Agreements

APPLICATION FORM**ITAR Workshop – “How to cure the virus”**

Monday 12 to Wednesday 14 July 2010



Holiday Inn at Stratford upon Avon

COMPANY/ORGANISATION AND CONTACT

Company Name _____

Address _____

Post Code _____

www _____

Email _____

Contact Name _____

Tel _____

Position _____

Fax _____

The Early-Bird Discount is available for all bookings received BEFORE Monday 10 May 2010**Number of EGAD Members @ £795.00 + £139.12 VAT = £934.12:**

Name:..... Job Title:..... Email:.....

Name:..... Job Title:..... Email:.....

Name:..... Job Title:..... Email:.....

Name:..... Job Title:..... Email:.....

Number of Non-EGAD Members @ £910.00 + £159.25 VAT = £1,069.25:

Name:..... Job Title:..... Email:.....

Name:..... Job Title:..... Email:.....

Name:..... Job Title:..... Email:.....

Name:..... Job Title:..... Email:.....

Bookings received AFTER this time will be charged as follows:**Number of EGAD Members @ £994.00 + £173.95 VAT = £1,167.95:**

Name:..... Job Title:..... Email:.....

Name:..... Job Title:..... Email:.....

Name:..... Job Title:..... Email:.....

Name:..... Job Title:..... Email:.....

Number of Non-EGAD Members @ £1,137.50 + £199.06 VAT = £1,336.56:

Name:..... Job Title:..... Email:.....

Name:..... Job Title:..... Email:.....

Name:..... Job Title:..... Email:.....

Name:..... Job Title:..... Email:.....

TOTAL COST DUE (INC. VAT):£ **By Credit Card:** Debit my credit card for: £ _____ **Amex** **MasterCard** **Visa** **Maestro** Issue No _____ (AMEX transactions will have 2% AMEX surcharge added to payment value)

Card No: _____ Name as it appears on the Card: _____

Valid from: _____ Expiry Date: _____ Security Code (3 digit on reverse of card) _____

 By Cheque: I enclose a cheque for £ _____ made payable to “ADS Group Limited” **By Bank Transfer (purchase order no./company ref. MUST be quoted):** PO/Ref _____

Sort Code: 60-09-21 Account Number: 59801859, IBAN: GB63 NWBK 6009 2159 8018 59

National Westminster Bank, Guildford High Street Branch, Guildford, Surrey GU1 3AH, UK

- Payment in advance is required to secure your booking and should be received with this application form.
- Cancellations: Charges will apply. Please read the Terms and Conditions for Participation in A|D|S Events on the reverse of this form.
- Submitting a completed application form confirms your agreement to the Terms and Conditions for Participation in A|D|S Events.
- Submission of the above credit card information confirms your agreement to debit those details for the required booking payment.

PLEASE SEND YOUR COMPLETED BOOKING FORM TOGETHER WITH PAYMENT TO:

Nicole Redfearn, A|D|S, Marlborough House, Headley Road, Grayshott, Hindhead, Surrey GU26 6LG

TEL: +44(0)1428 602611 FAX: +44(0)1428 604567 E-MAIL: nicole.redfearn@adsgroup.org.uk

A receipted VAT invoice will be forwarded. VAT registration number 977 3042 00

Booking ref

Org ID

Terms and Conditions for Participation in A|D|S Events

1. Definitions

In these terms and conditions the following words and expressions shall have the meaning as shown:

Application	means the request made by the Participant to attend or participate in the Event and submitted in the manner specified to A D S Group
Contract	The contract formed between the Participant and A D S Group as a result of the Application being accepted by the A D S Group
A D S and A D S Group	means A D S Group Limited.
Event	means the conference, exhibition, seminar, demonstration, meeting, lunch, dinner, mission or other type of occurrence to which the Application refers.
Organiser	means the owner or organiser of an exhibition with whom A D S Group has leased an area of exhibition space for sub-letting in parts to a number of Participants.
Participant	means any individual, firm or corporate body (which expression shall include where the context admits, its assignees and successors) taking part in or attending an Event organised or managed by A D S Group.
Price	means the total sum payable by the Participant to A D S Group in connection with an Event.

2. General

Participation in any Event organised by A|D|S Group is subject to the terms and conditions given below and all other terms and conditions contained in any purchase order or proposed by a Participant are excluded from the contract, including any variation, unless agreed by A|D|S Group in writing. Submission of a completed Application to participate in or attend an Event organised by A|D|S Group shall constitute acceptance of these terms. A|D|S Group reserves the right to refuse an Application without explanation.

The headings in these terms and conditions are for convenience only and shall not affect interpretation of a clause.

3. Prices

The price or prices for participating in an Event will be as shown on the application form. All prices exclude VAT.

4. Payment

Payment for attending or participating in an Event must be made in accordance with the information given in the application form prior to commencement of the Event unless agreed otherwise in writing. Any additional or extra charges arising during the course of an Event and for which the Participant is liable must be paid within 30 calendar days of the date of the A|D|S Group invoice for these sums.

5. Entry and Admission

No admission tickets, passes, itineraries, maps, exhibition stand allocations or other information required to attend or participate in an Event will be issued to a Participant until Payment has been received. A|D|S Group reserves the right to refuse admission to any person or to remove persons from an Event without explanation.

6. Variations and Amendments

A Participant wishing to vary or amend their Application must notify A|D|S Group in writing as soon as possible. A|D|S Group will use reasonable endeavours to accommodate requests for change and the Participant will be liable for any increase in Price arising from the variation or amendment.

If, for any reason, A|D|S Group has to change any of the arrangements relating to an Event it will inform Participants forthwith and use reasonable endeavours to minimise the impact of the changes.

7. Transfer

The right of a Participant to take part in or attend an Event arising from acceptance by A|D|S Group is personal to the Participant and may not be sold, transferred or given, in whole or in part, to a third party without the written permission of A|D|S Group.

8. Cancellation

8.1 Cancellation by A|D|S Group

If, for any reason, it becomes necessary for A|D|S Group to cancel an Event all monies paid will be refunded less an administration fee to cover any costs already incurred by A|D|S Group.

8.2 Cancellation by the Participant

8.2.1 if the value of the contract is £1,000 or less excluding VAT

In the event that a Participant wishes to cancel his participation in an Event the following will apply:

Cancellation more than 28 calendar days prior to commencement of Event: refund of all sums paid.

Cancellation less than 28 calendar days but more than 7 calendar days prior to commencement of an Event: refund of 50% of total price. Note – if payments up to the time of cancellation amount to less than 50% of the total price, the difference between that paid to date and 50% of the total price will become payable with immediate effect.

Cancellation 7 calendar days or less prior the commencement of Event no refund and all outstanding sums become payable with immediate effect.

8.2.2 if the value of the Contract is greater than £1,000 excluding VAT

In the event that a Participant wishes to cancel his participation in an Event the following will apply:

Cancellation more than 120 calendar days prior to commencement of Event: refund of all sums paid only if A|D|S Group is able to re-sell the booking allocated to a cancelling Participant to another Participant.

Cancellation less than 120 calendar days but more than 28 calendar days prior to commencement of an Event: refund of 50% of total price only if A|D|S Group is able to re-sell the booking allocated to a cancelling Participant to another Participant. Note – if payments up to the time of cancellation amount to less than 50% of the total price, the difference between that paid to date and 50% of the total price will become payable with immediate effect.

Cancellation 28 calendar days or less prior the commencement of Event: no refund and all outstanding sums become payable with immediate effect.

8.3 Cancellation by a Third Party

If the Event is cancelled or abandoned or suspended in whole or in part by a third party, for example as a result of civil unrest, all monies paid will be refunded less an administration fee to cover any costs already incurred by A|D|S Group.

9. Liability

A|D|S Group will not be liable in contract, tort or otherwise for any loss of profit, special or consequential loss or damage e.g. loss of use, or any costs or expenses, or other claims whether caused by A|D|S Group, its employees, agents, servant or otherwise, arising from a Participant attending or taking part in an Event. This provision will not apply to claims in respect of death or personal injury.

The liability of A|D|S Group to the Participant for all claims in aggregate attributable to any one event and arising from a Participant attending or taking part in an Event shall not exceed the total price paid by the Participant.

10. Indemnity

The Participant shall indemnify, and keep A|D|S Group indemnified, against:

1. Any claim for an infringement by the Participant of a patent, registered design, trademark or copyright.
2. Failure of the Participant to pay any royalties.
3. Any action by the Participant, its employees, servants and agents in connection with the Event.
4. Failure by the Participant to comply with the Export Controls Act 2002 or the Manual of Protective Security including the provisions of Form 680.

11. Insurance

The Participant shall put in place and maintain insurance to cover claims arising from or in connection with the Event for third party death or personal injury and loss or damage to property including personal property. In addition, the Participant shall have in place a minimum of £5m Public Liability insurance.

If the Event is an exhibition then the Participant must ensure that his exhibits and other property are adequately insured throughout the period of the exhibition including transport to and from the exhibition site and stand build-up and breakdown periods. The Participant will hold harmless A|D|S Group and the Organiser for any loss or damage to his property incurred as a result of taking part in or attending an Event.

12. Force Majeure

Neither A|D|S Group nor the Participant shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations under the Contract, if the delay or failure was due to a cause beyond that party's reasonable control.

13. Export Control Act 2002 and Manual of Protective Security

Participants shall ensure that their employees, servants, agents or otherwise comply with the requirements of the Export Control Act 2002 and the Manual of Protective Security, including the provisions of Form 680, during the course of an Event. A|D|S Group accepts no liability for any costs or damages incurred by the Participant as a result of their failure to comply.

14. Rights of Third Parties

No right is granted under the Contract to any person who is not a party to the Contract to enforce any term of the Contract in his own right and A|D|S Group and the Participant declare they have no intention to grant any such right.

15. Bankruptcy or Insolvency

A|D|S Group may cancel the Contract after the beginning of any bankruptcy or insolvency proceeding by or against the Participant, or after the appointment of an assignee for the benefit of the Participant's creditors, or a receiver.

16. Hazardous Goods

The Participant undertakes not to bring any item or substance to an event whose movement or use is governed by the legislation of the country hosting the event

17. Common Industry Standards For Aerospace and Defence

Participants and their employees, agents, servants shall at all times in connection with the Event comply with the ethical standards set out in the AeroSpace and Defence Industries Association of Europe (ASD) Common Industry Standards copies of which are available from the ASD website at www.asd-europe.org

18. Conflict

Where the Event is an exhibition and there is a conflict between the terms and conditions of the Organiser and these terms and conditions, the former shall prevail.

19. Applicable Law

These terms and conditions and any Contract resulting from acceptance by A|D|S Group of an Application shall be governed and construed in accordance with English Law and A|D|S Group and the Participant shall submit to the exclusive jurisdiction of the English courts in England.