

Gold Key-Matchmaker Grants Terms & Conditions

Following are the Grant Criteria (criteria) set forth by Enterprise Florida, Inc. (EFI) that applicants must meet in order to be eligible for a Gold Key-Matchmaker Grant (trade grant), along with the Corporate Terms & Conditions that grant recipients must abide by. EFI anticipates that this will be a temporary program available through at least June 30th, 2021.

TRADE GRANT CRITERIA

1. Applicant must be located in Florida and registered as an active company with the Florida Division of Corporations at www.sunbiz.org.
2. Must be in business for a minimum of two (2) years.
3. Product(s) must be produced in the state of Florida. Services must be provided from a Florida location.
4. Must have a commercial operation that consists of either an office, office/warehouse, or manufacturing facility.
5. Product line or service must be considered viable in the target market as determined by the U.S. Commercial Service or Enterprise Florida. Services providers must be in one of [these](#) approved target sectors.
6. Must comply with SBA Size Standards (www.sba.gov/size-standards) for a Gold Key Service provided through the U.S. Commercial Service OR have less than 500 employees if matchmaker service is provided through another approved contractor.
7. Applicant MUST be at least one of the following:
 - a. New to export (never exported)
 - b. New to the market, or
 - c. An infrequent exporter to the market (1-50 export shipments per year)
8. Gold Key/Matchmaker Services must be provided by the U.S. Commercial Service; an Enterprise Florida International Office; AmCham, or an EFI-approved contractor for similar one-on-one business matchmaker services. When using the services of a local contractor, applicant must receive prior approval from Enterprise Florida before applying for a grant.
9. Applicants may be awarded a [total of four trade grants](#) from July 1 to June 30, based on the dates of the trade events or completion date of the activity if not a trade event. Lifetime limitations: only one Export Marketing Plan per company and only two Website Localization grants per company, and not in the same fiscal year.
10. Other restrictions and exceptions may apply at the discretion of Enterprise Florida.

APPLICATION AND REIMBURSEMENT PROCESS

1. **Submission Process:** Applicants must request from EFI an online Grant Application (“application”) and submit all required documentation **at least two weeks prior** to the start of the ***Gold Key/Matchmaker service. Grants must be***

approved prior to the first day of scheduled appointments or they will not be considered. No exceptions.

2. **Required Documents:** The following documents will be required during the online application process: (a) Proof of company registration with Florida Division of Corporations from www.sunbiz.org; (b) Current IRS W-9 Form; (c) Confirmation of Gold Key/Matchmaker appointments, and (d) Proof of payment.
3. **Evaluation Process:** Enterprise Florida staff will review all applications and make a determination regarding the applicant's eligibility and grant award amounts within ten (10) days of receipt of application.
4. **Reimbursement Amounts:** The Grant is awarded in the form of a reimbursement and will cover one of the following:(a) the full Participation Fee for the first representative (only) for [Enterprise Florida trade missions](#); (b) the full cost of a [U.S. Commercial Service stand-alone Gold Key](#) for Small Businesses only; (c) a maximum of \$1,200 for a U.S. Commercial Service trade mission that includes one-on-one business matchmaking meetings for Small Businesses only, or (d) a maximum of \$1,200 for business matchmaking services provided by an approved contractor.
5. ONLY costs for the Gold Key/Matchmaker service will be covered; expenses related to travel, accommodations, shipping/freight, personnel etc. do not qualify for reimbursement.
6. **Disbursement of Funds:** Grantees will be required to submit the following in order to receive reimbursement: (a) an invoice to Enterprise Florida, Inc. for the cost of the Gold Key/Matchmaker service for the amount referenced in the Letter of Approval from Enterprise Florida, and (b) a completed and signed post-show "Export Sales Report." Reimbursement will be made to grantee in one payment following EFI's receipt of required documents.
7. **Reporting of Export Sales:** Each grant recipient must submit an official Enterprise Florida "[Export Sales Report](#)", which will be provided by EFI. The report collects information about actual sales made during the event, and expected sales over the next twenty-four (24) months.
8. **Noncompliance:** If the Grantee does not submit the invoice and Export Sales Report within thirty (30) calendar days after completion of the Gold Key, Enterprise Florida reserves the right to cancel this Agreement without reimbursement. If Enterprise Florida learns that any of the information provided on the application is false, Enterprise Florida has the right to cancel the reimbursement if not already paid, or require repayment of funds already disbursed.

EFI TERMS & CONDITIONS

1. This Agreement may not be assigned by Grantee. This Agreement shall bind the heirs, successors, and permitted assigns of the parties.
2. A termination for cause may occur due to (i) Grantee's willful misconduct or gross negligence; or (ii) Grantee's conscious disregard of its obligations hereunder or of any other duties mutually agreed upon; or (iii) intentional failure to timely produce required deliverable.
3. In the event of termination for cause, EFI's sole obligation and liability to Grantee, if any, shall be to pay Grantee that portion of the expenses incurred prior to the effective date of termination.

4. The acceptance of final payment under this Agreement, or the acceptance of final payment upon early termination hereof, shall constitute full and complete release of EFI by Grantee from any and all claims, demands, and courses of action whatsoever which Grantee may have against EFI.
5. Grantee shall (i) comply with all relevant federal, state and local laws designed to prevent discrimination so that Grantee does not discriminate against any person who performs work hereunder because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin or ancestry, or age; (ii) include in all solicitations or advertisements for employees the phrase "Equal Opportunity Employer"; (iii) if applicable, comply with any and all federal, state or local reporting requirements; and (iv) be declared in default of this Agreement if it fails to comply with any such reporting requirements of (iii) above or if Grantee is found guilty of any violation of any of the foregoing laws.
6. To the extent required by Florida Statutes §287.134(3)(a) and EFI's contract with the Governor's Department of Economic Opportunity (DEO) Grantee acknowledges notice of the requirements of Florida Statutes §287.134(2)(b). To Grantee's knowledge, it has not been placed on the discriminatory vendor list described by Florida Statutes §287.134.7. To the extent required by Florida Statutes §287.133 (2)(a) and EFI's contract with DEO, Grantee affirms that it is aware of the provisions of Florida Statutes §287.133(2)(b). Grantee affirms that at no time has it been convicted of a Public Entity Crime and agrees that any such conviction during the term of this Agreement may result in termination of this Agreement.
7. Grantee shall retain and maintain all records and make such records available for an audit as may be requested. Such records shall be retained by Grantee for a minimum period of seven (7) years after termination of this Agreement. The records shall be subject at all times to inspection, review, or audit by state personnel of the Office of the Auditor General, Department of Financial Services, Office of the Chief Inspector General, or other personnel authorized by DEO and copies of the records shall be delivered to DEO upon request.
8. Pursuant to its contract with DEO, EFI's obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida and DEO's funding obligations to EFI. Within 30 days of its awareness of such, EFI will notify Grantee if there will be a shortfall in funding which will impact payment of this Agreement.
9. The terms and provisions of this Agreement constitute the entire agreement between the parties hereto with respect to the subject matter of this Agreement, and shall supersede all previous communications, representations, or agreements, either oral or written, between the parties relating to such subject matter. No change or modification of this Agreement shall be effective unless made in writing and signed by both parties hereto.
10. This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Any litigation arising under this Agreement shall be brought in the appropriate court in Orange County, Florida, applying Florida Law.
11. If any provision of this Agreement is deemed to be invalid, it shall be considered deleted here from and shall not invalidate the remaining provisions. All

questions with respect to this Agreement and the rights and liabilities of the parties, are governed by the laws of the State of Florida.

12. In any action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs as deemed just and proper.
13. Grantee shall not use any funds paid pursuant to this Agreement for lobbying the Florida Legislature, the Florida judicial branch, or any State agency
14. Pursuant to its contract with the Governor's Department of Economic Opportunity (DEO), and subject to the provisions of Chapter 119 (F.S.) EFI may require public access to materials prepared, developed or received by it. Grantee shall cooperate with EFI in allowing public access if requested.
15. Pursuant to its contract with DEO, EFI requires Grantee to report on the use of women or minority owned businesses. This report will be in a form provided by EFI and must be submitted with the final payment request.