# Trade and Investment Queensland

## BioAsia Outbound Business Mission to India 2027

## Business Mission Participant Terms and Conditions

By lodging an application and, if your application is successful, participating in the BioAsia Outbound Business Mission to India 2027 (the Program), you (the applicant/participant) accept and agree to the following terms and conditions:

### 1. Eligibility and Approval

1.1 Participation in the Program is subject to the prior written approval by Trade and Investment Queensland. Acceptance into the Program is at the sole discretion of Trade and Investment Queensland.

1.2 Trade and Investment Queensland reserves the right to decline any application at any time without being obliged to discuss the reasons for doing so.

1.3 All costs associated with the preparation of an application for the Program will be the sole responsibility of the applicant.

1.4 Trade and Investment Queensland will assess applications for the Program based on the applicant's market readiness to secure commercial outcomes consistent with the aims of the Program. Applicants must be:

- based in Queensland, or demonstrate significant contributions to Queensland's life sciences, biotechnology, and healthtech exports and employment;
- financially viable, and exporting/export-ready; and
- committed to attending the BioAsia Outbound Business Mission to India 2027 including by sending at least one employee or representative of the applicant's business to the BioAsia Outbound Business Mission to India 2027.

### 2. Costs and Inclusions

2.1 Program inclusions will be detailed in the official itinerary and may include:

- Standard booth space and inclusions within the TIQ and Austrade stand at BioAsia 2027
- Shared counter space for product displays in the TIQ and Austrade booth. Specifications will be provided once participation is confirmed;
- Participation in the Austrade/TIQ e-directory/ BioAsia 2027 exhibitor profile to promote participants' capabilities;
- Complimentary passes to the BioAsia 2027 conference*;
- Free access to the BioAsia TIQ pavilion/booth*;
- Exclusive invitations to official TIQ networking events and functions.
- Site visits and meetings in Mumbai;

- Visibility through curated media and government-led engagements.

* *Each company/institute/university will receive **two complimentary delegate passes**. Additional attendees will need to purchase delegate passes directly from the BioAsia organisers.*

2.2 Participants are responsible for all costs outside the Program's official itinerary, including but not limited to:

- International and domestic flights to and from Brisbane, Hyderabad, Mumbai;
- Costs of any samples and marketing collateral taken to India in connection with the Program;
- Freight and shipping costs for samples and marketing collateral taken to India in connection with the Program;
- Ground transport outside the official TIQ mission program (e.g. taxis, Ubers, public transport).
- All accommodation in Hyderabad, Mumbai;
- Passport, visa to India (if required), and comprehensive travel insurance;
- Personal expenses such as meals and transfers outside the Program's official itinerary, minibar, tips, and personal medication including any travel vaccinations.

## 3. Conduct and Responsibilities

3.1 In connection with the Program, all participants must:

- attend all scheduled Program events and meetings unless prior approval for their absence is agreed to by Trade and Investment Queensland;
- act in a professional manner at all times whilst participating in the Program in a way which upholds Trade and Investment Queensland's reputation and the intent of the Program. All participants must demonstrate appropriate ethical and culturally respectful behaviour. Bullying, harassment (including sexual harassment), discrimination, intimidation, or any other inappropriate physical or psychological conduct will not be tolerated. Trade and Investment Queensland has a zero-tolerance policy for unacceptable behaviour towards its staff and any person associated with the Program, whether occurring before, during or after the Program. Any conduct which fails to accord with these requirements may result in the participant being directed by Trade and Investment Queensland to leave the Program. Serious misconduct, safety risks, or unlawful behaviour may also be referred to law enforcement and/or relevant authorities;
- follow all reasonable and lawful directions from Trade and Investment Queensland and any associated service providers;
- comply with all relevant laws, inclcuding the laws of India, at all relevant times; and
- comply with any restrictions regarding product registration and safety in India.

3.2 Participants are responsible for their own safety and well-being during the Program. Program activities may involve inherent risks, including but not limited to physical exertion, travel to remote areas, and natural hazards. Participants are advised to take necessary precautions to protect themselves from such risks.

3.3 As a condition of participation, businesses must provide Trade and Investment Queensland with data on export revenue, commercial outcomes and other agreed performance indicators resulting from activities supported by Trade and Investment Queensland. This information is required to measure the direct and indirect impact of Trade and Investment Queensland's services, evaluate

program effectiveness, and demonstrate the value of government investment in trade and investment initiatives. All information provided will be treated as Commercial-in-Confidence. Trade and Investment Queensland may use de-identified, aggregated data for impact reporting and evaluation purposes. Individual company information will not be publicly disclosed without consent.

## 4. Insurance and Risk Acknowledgment

4.1 Participants must arrange and maintain, at their sole cost, comprehensive travel insurance covering:

- medical emergencies, evacuation, and personal liability;
- the participant's property, including any samples and marketing collateral;
- Program-related activities and disruptions, including cancellations; and
- COVID-19 and other health-related risks.

Participants agree to provide Trade and Investment Queensland with a copy of their certificate of insurance for the matters contained in this clause 4.1 prior to traveling to India.

4.2 Participation is at the participant's own risk. Trade and Investment Queensland accepts no liability for any loss, injury, or damages incurred before, during or after the Program. Approved Program participants and their representatives are advised to visit smartraveller.gov.au for more information on India prior to travel.
4.3 Participants accept full responsibility for all business outcomes arising from their participation in the Program. Participants should make their own inquiries about the appropriateness and suitability of any engagement with third parties.

## 5. Privacy, Data Use and Intellectual Property

5.1 Trade and Investment Queensland complies with relevant privacy laws, including the *Information Privacy Act 2009*. Personal information will be stored securely and used solely for administering and promoting the Program and similar programs in the future.

5.2 The participant consents, and must procure the consent of their relevant personnel, to their personal information being shared with relevant parties, including other Program participants and service providers, necessary to facilitate networking and logistical arrangements of the Program and the participant's attendance to BioAsia Outbound Business Mission to India 2027.

5.3 Participants may be photographed or filmed/recorded while attending the BioAsia Outbound Business Mission to India 2027. Images and videos of participants participating in the Program may be used, published, or reproduced in any form (in whole or in part) and by any Queensland Government medium—including but not limited to websites or social media channels to promote programs and events. The participant consents, and must procure the consent of their relevant personnel, to the use of their image in this manner. If a participant, or their relevant personnel, does not consent to be photographed or filmed/recorded, please notify the onsite photographer/videographer on the day or via email to events@tiq.qld.gov.au.

5.4 Trade and Investment Queensland and the participant each retains all its Intellectual Property Rights which existed prior to the participant being approved for the Program, or which are developed independently of the Program.

5.5 Any Intellectual Property Rights created or developed by Trade and Investment Queensland from the Program will be owned by Trade and Investment Queensland.

5.6 The participant may provide Trade and Investment Queensland with promotional materials, inlcuding logos, to be used by Trade and Investment Queensland in connection with the Program.

5.7 If the participant provides Trade and Investment Queensland with promotional materials under clause 5.6, the participant grants Trade and Investment Queensland an irrevocable, unconditional, perpetual, royalty-free, non-exclusive, worldwide, transferable and sublicensable licence to exercise all such Intellectual Property Rights in the promotional materials for the purpose of promoting the Program and reporting Program outcomes.

5.8 For the purpose of clause 5, Intellectual Property Rights means all intellectual property rights, whether created before or after the participant being approved for the Program, including:

(a) plant breeder's rights, patents, copyright, rights in circuit layouts, trade marks, and registered designs;
(b) any application or right to apply for registration of any of the rights in clause 5.8 (a); and
(c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) that may subsist in Australia or elsewhere, whether or not such rights are registered or capable of being registered.

## 6. Evaluation and Promotion

6.1 Participants agree to participate in Program evaluations, including surveys conducted immediately after the Program and periodically after the completion of the Progam at intervals of up to 24 months post-event.

6.2 Trade and Investment Queensland reserves the right to publicise outcomes and benefits derived from participants' involvement in the Program.

## 7. Amendments and Termination

7.1 Trade and Investment Queensland reserves the right to alter or cancel the Program, and to make changes to an approval for a participant to participate in the Program at any time, for any reason, without incuring a liability to pay compensation.

## 8. Acknowledgment

8.1 By lodging an application for the Program, the applicant acknowledges and agrees that these BioAsia Outbound Business Mission to India 2027 Participant Terms and Conditions will apply to their participation in the Program.

8.2 The participant must ensure that its relevant personnel comply with these BioAsia Outbound Business Mission to India 2027 Participant Terms and Conditions as if it were the participant for the purpose of the Program.

For further enquiries, please contact Munish Kaushal, Senior Director, South Asia on munish.kaushal@tiq.qld.gov.au