

Programme of Sponsorship for Capture and Financing of Corporate and Network Conferences and Events

Regulations

Article 1

Object

This Regulation shall define the terms of the grant of financial sponsorship for the capture, organisation of corporate, network conferences, and events to be held in Portugal.

Article 2

Eligible applications

Proposals for corporate and network conferences and events in Portugal shall be eligible if they fulfil all the following requirements:

- a) The application must have been approved by the eligible regional promoter referred to in Article 3; without prejudice to the provisions of art. 12º;
- b) It must fall within the categories defined in Annex to these Regulation, which forms an integral part hereof, particularly as to one of the scales of investment per bed/night it generates, in tourism enterprises;
- c) It must be relevant to the economy of the country, by the national/international economic impact and to the regional destination to which the application relates.

Article 3

Promoters

The Convention Bureaux, the Regional Tourism Promotion Agencies recognised by the Portuguese Tourism Confederation (CTP), Regional Tourist Boards and the Cascais Tourism Association Visitors and Convention Bureau shall, depending on the venue of the corporate or network conference or event for which sponsorship is sought, be the promoters eligible to grant access to the sponsorship to which these regulations relate, and henceforth designated as the Promoter

Article 4

Sponsorship agreement

1. A sponsorship agreement shall be made between Turismo de Portugal, I.P., the Promoter and the Organiser of the event.
2. The applications submitted by the Regional Secretary for Energy, Environment and Tourism of Azores (SREAT), the Associação Turismo dos Açores – Convention and Visitors Bureau (ATA) assumes the role of the Promoter, in the concession contract of support.

Article 5º

Form and nature of sponsorship

For the capture, organisation of corporate, network conferences, and events, sponsorship shall take the form of non-refundable joint financial participation.

Article 6º

Eligible Expenditure

1. The following expenditures are to be eligible According to the following expenditures the specified items, shall be eligible:
 - a) Hire of rooms/areas for the organisation of corporate and network conferences and events and social programme;
 - b) AV rental equipment;
 - c) Transfer services;
 - d) Accommodation in tourism enterprises;
 - e) Catering;
 - f) Entertainment services;
 - g) Airline transport;
 - h) Construction or assembly of structures to be used to extend existing areas to accommodate the conference or event;
 - i) Conference or event organisation and management services, if contracted in Portugal;
 - j) Material for the dissemination and communication campaign
2. The following expenditures arising from the event capture shall also be eligible:
 - a) Preparation of the application file;
 - b) Submission of venue to the organisers;
 - c) Technical inspections.

Article 7º

Evaluation criteria and value of sponsorship

1. Turismo de Portugal, I.P., the Convention Bureaux, the Regional Tourist Boards, the Regional Tourism Promotion Agencies and the Cascais Tourism Association Visitors and Convention Bureau shall contribute to the grants of sponsorship referred to in paragraph n. 1 of art. 6th the following proportions:
 - a) The financial support is defined according to the array of Annex 1 which is indexed to the number of bed-night generated;
 - b) Turismo de Portugal, I.P. and the Promoter co-finances in the proportion of 75% and 25% respectively, under the mentioned Annex 1 referred on the preceding number;
 - c) Applications for events to be held during the IATA Winter period shall be plus a 25% increase above the amount shown in the table referred to in the preceding paragraph, to be provided by Turismo de Portugal, I.P.
 - d) The payment referred on paragraph b) shall be executed under the following terms:
 - i. First instalment (50% of the total) – after the contract signature, and to be effective on the year of implementation of the event/project;
 - ii. Second instalment (50% of the total, with possible adjustments referred on artº 8th), after the validation of the closure report and closure procedure from Turismo de Portugal, I.P.
2. The financial support referred on the paragraph 2 of the art. 6th will take relevant the following criteria:
 - a) The evaluation of the financial support and beneficiaries (Promoter and/or Organizer) is to be done with the closure report taking in account the expenditure validated by auditor or certified accountant;
 - b) The maximum support on the amount of 3.000,00€ shall be co-financed by Turismo de Portugal, I.P. and the Promoter in the proportion of 75% and 25% respectively conditional upon the budgetary availability of both entities;
 - c) The disbursement referred on the preceding number shall effective after closing procedure validated by separated financial proposal of Turismo de Portugal, I.P.'s responsibility;
3. The Turismo de Portugal I. P.'s annual budget commitment, shall be communicated to the Promoters until the 30th September of the preceding year, subject to the provisions on the paragraph without prejudice to the paragraphs 2 and 3 of art. 10 of this regulation.

Article 8º

Support Tier Adjustment

With the closure report and if the number of registered bed-nights is different from the one estimated on the application the support tier adjustment will be done according to the following scenarios:

1. If the adjustment matches an higher step from the one estimated on the application, then it will be conditioned upon the budgetary availability either from Turismo de Portugal I.P. as well as from the Promoter
2. If the adjustment matches a lower step from the one estimated on the application then it is mandatory the return of the amounts already paid, within 60 days from the date of notification
3. Pursuant to the preceding paragraph the support tier adjustment is only applied if the number of bed-nights is lower to 90% to the one estimated on the application

Article 9º

Obligation of the Parties

1. Turismo de Portugal, I.P. shall be responsible for:
 - a) Receiving and validating applications;
 - b) Draw up proposals for a decision and decide on the granting under this regulation;
 - c) Prepare and submit to the Promoter the draft grant concession contract;
 - d) Entering into agreements for sponsorship and the attribution of joint responsibility to partners in that respect.
 - e) Transfer to the Promoter the amounts due by Turismo de Portugal I.P, and referred on art 7º, except as described below:

- i. Applications submitted by SREAT the amounts due by Turismo de Portugal I.P, referred on art.7º, shall be transferred to ATA, under the terms of the Memorandum of Understanding, date from 23 march 2018, annex and an integral part of this programme of sponsorship;
 - ii. In case defined in (a) c, art.12º the amounts due by Turismo de Portugal I.P shall be transferred to the Organizer
 - f) Validate the closure report and if necessary proceed the support tier adjustment amounts estimated on the application;
 - g) Verifying the fulfilment of the objectives, legal obligations and to decide on the closure of support processes provided for in this regulation
2. Promoters shall be responsible for:
- a) Owing and maintaining the situation regularized before the tax authorities, social security and Turismo de Portugal I.P;
 - b) Promoters shall be entitled to express an opinion on the grant of sponsorship under these Regulations.
 - c) To comply with all obligations imposed by employment law, particularly those relating to the non-existence of any undeclared or unlawful employment in its various forms;
 - d) To approve the applications submitted by the Organizer, according to the (a) a) of the art.2º of the present regulation
 - e) In the draft contract fill the info related to the Organizer and send it to Turismo de Portugal I.P;
 - f) To Notify Turismo de Portugal I.P., the confirmation of the chosen destiny to host the event
 - g) To monitor and supervise the implementation of projects;
 - h) To ensure that the conference or event is held in accordance with the terms and conditions and within the time limit fixed in the agreement;
 - i) To notify Turismo de Portugal, I.P., of any event that may cast doubt on the basis of the grant of the sponsorship, particularly concerning the number bed-nights;
 - j) To ensure that the sponsorship granted is publicised in accordance with the terms of the agreement;
 - k) To send a closure report on the Conference or event to Turismo de Portugal, I.P., within three months' time after the ending of the event.

The closure report must contain full information relating to bed/nights, confirmed by the accommodation units, and any matters regarded as critical to the grant of the sponsorship.

3. Organizers shall be responsible for:
- a) Keep organised accounting in accordance with the legal regime applicable accounts;
 - b) Owing and maintaining the situation regularized before the tax authorities, social security and Turismo de Portugal I.P;
 - c) To comply with all obligations imposed by employment law, particularly those relating to the non-existence of any undeclared or unlawful employment in its various forms;
 - d) Present at the application process the data referred at nr. 3 of the art 11º of the present regulation as well as other elements that might be consider relevant;
 - e) To implement the projects financed in due time;
 - f) To keep all documents relevant to the implementation and evaluation of the sponsorship granted, including details of application thereof;
 - g) Within the agreed time limits to provide any documents requested of it by the promotor or Turismo de Portugal, or any agents authorised by them, for the purpose of monitoring and supervision of the project;
 - h) To notify Turismo de Portugal, I.P., of any event that may cast doubt on the basis of the grant of the sponsorship, particularly concerning the number of participants actually registered at the conference or event;
 - i) To publicise the sponsorship granted by the promoter and Turismo de Portugal at the location of the events and in any associated publicity campaigns and advertising materials, exactly in accordance with the terms of the approved application process.
 - j) The organiser further undertakes to accept the monitoring and supervision of the implementation of the event and of due compliance with the objectives of the project, allowing access to the premises where the event is held and to any documents and evidence that proves that the funds have been duly invested.
 - k) To send to the Promoter, within three months' time after the ending of the event.
 - l) Closure report on the Conference or event;
 - m) situation regularized before the tax authorities, social security and Turismo de Portugal I.P;
 - n) Updated certificates from tax authorities and social security

- o) expenditure validated by auditor or certified accountant;

Article 10º

Deadline for submission of candidatures

1. Applications for sponsorship may be submitted until 90 days before the Congress, Event or incentive;
2. May exceptionally be accepted applications submitted within a period of less than that specified in the preceding paragraph however it will be conditioned upon the budgetary availability either from Turismo de Portugal I.P. as well as from the Promoter;
3. The acceptance of applications referred in the preceding paragraph is conditioned on assent from Turismo de Portugal I.P and the Promoter;

Article 11º

Submission, instruction and processing of applications

1. Applications for sponsorship must be prepared and submitted by promoters. to Turismo de Portugal I.P.;
2. Exceptionally, and in accordance with the procedure laid down in art. 12º, may the Organizers submit applications directly to Turismo de Portugal I.P.;
3. The application procedure must include:
 - a) Information on the Promoter (if applicable) , Organizer their managers and responsible with names and contacts;
 - b) A detailed description of the corporate or network conference event, including historical information on the last three corresponding events;
 - c) Estimate number of bed-nights generated by the congress or event;
 - d) A bed-night estimate, drawn on the basis of the last three corresponding events, if any; in tourism enterprises;
 - e) Provisional cost estimate;
 - f) Will be considered non eligible applications the ones that don't provide any of the data mentioned in the preceding paragraph, unless the missing data is submitted within 10 working days after the notification sent by Turismo de Portugal I.P.;
 - g) After the resolution provided for in paragraph b) of nr. 1 of art. 9º Turismo de Portugal I.P, notifies the Promoter and this notification is effected by e-mail;
 - h) Turismo de Portugal I.P., after gathering the signatures of the legal representatives of the parties to the concession contract, shall at the request of the Promoter release 50% of the value mentioned in paragraph b) on nr.1 of art.7º
4. The closure report has mandatory to include the following items:
 - a) Dates and venues of the project
 - b) Information related to the bed-nights generated by the congress, event, etc, duly proven by Tourism enterprises;
 - c) Budget and expenses assumed by the Promoter and the Organizer; validated by auditor or certified accountant;
 - d) Other data considered relevant to the characterization of congress or event, including the number of participants by country of origin;
5. The deadline for the final payment will be effective 3 months after the reception and validation of the closure report, sent by the Promoter properly instructed to Turismo de Portugal I.P.;

Article 12º

Submission of applications by the Organizer

The Organizer may submit applications directly to Turismo de Portugal, I.P, according to the following procedure:

- a) Upon receipt of the application, Turismo de Portugal I.P, sends it to the Promoter requesting within 10 working days, the issuance of its opinion on the relevance of the same to the economy of the regional destination.
 - i. If this opinion is positive, the procedure obeys the stages described in art. 11º;
 - ii. As this negative opinion, Turismo de Portugal, I.P., notifies the Organizer that the event is not eligible for non-compliance with the requirements in paragraph c), art.2º of the present regulation.
 - iii. In the absence of an opinion from the Promoter, within the period stipulated in item i. of this paragraph, is the exclusive competence of Turismo de Portugal, I.P. the continuation and finalization of the procedure for examining the application, as well as any subsequent follow-up of the application

- b) The procedure for the analysis of applications, without the involvement of the Promoter, obeys the following provisions:
- i. The concession contract for the support is entered into between Turismo de Portugal, I.P. and the Organizer;
 - ii. The Promoter's competencies, defined in nr 2 of art. 9º, are transferred, when applicable, to the Organizer; i
 - iii. All communications mentioned in nr 3 of art. 9º will be made between the Organizer and Turismo de Portugal, I.P.;
 - iv. The instruction of applications and the processing of the procedure follow the other terms defined in article 11, replacing the Promoter by the Organizer
- c) The calculation and the participation of the financial support of applications, without the involvement of the Promoter, obey the following criteria:
- i. The basic amount of support to be granted corresponds to 75% of the value defined in the corresponding tier of the array in Annex I, according to the number of nights generated by the congress or event;
 - ii. The mark-up on the basic amount of the support and the adjustment of the size of the support referred to in paragraph c), n. 1 Art 7º and Art. 8º of this Regulation shall apply mutatis mutandis with appropriate adaptations;
 - iii. The provisions of nr. 2 of art. 7º of this regulation shall also apply, with the maximum amount of support being 2.250 € and fully paid for by Turismo de Portugal, I.P.

Article 13

Termination of contract

1. Support grant agreements may be unilaterally resolved by Turismo de Portugal, I.P. in case of:
 - a) Failure to hold the congress, event or incentive;
 - b) Failure to comply with other objectives and obligations established in the contract;
 - c) Provision of false information or data tampering in the presentation, assessment and follow-up of the projects of candidacy and of the congress, event or incentive.
2. The resolution of the contract under this article shall always be preceded by the opinion of the Promoter, except for the applications whose monitoring is carried out exclusively by Turismo de Portugal, I.P.
3. Termination of the contract implies the return of the amounts of support already received, within 60 working days from the date of its notification, plus, as a penalty clause, the amount corresponding to the calculation of interest accounted for at Euribor rate six months, plus three percentage points, which is due since the receipt of the corresponding support.

Article 14

Duration, monitoring and entry into force

1. This Regulation shall remain in force for the duration of the Protocol for the Promotion and Foreign Commercialization of Tourism until December 31, 2021.
2. Half-yearly, Turismo de Portugal, I.P. sends to the member of the Government responsible for the tutelage of tourism information on the number of applications submitted and decided.
3. This Regulation shall enter into force on 1 January 2019.

Region of Portugal	Franking of investment per number of bednights							
	From 300 til 599	From 600 til 1.199	From 1.200 til 1.799	From 1.800 til 2.699	From 2.700 til 3.599	From 3.600 til 5.399	From 5.400 til 7.199	starting from 7.200
City of Lisbon	n.a	5.000 €	7.500 €	10.000 €	12.500 €	15.000 €	25.000 €	50.000 €
Porto and North, Center of Portugal, Lisbon's region (except City of Lisboa), Alentejo, Algarve, Madeira and Azores	6.500 €	10.000 €	15.000 €	17.500 €	22.500 €	27.500 €	32.500 €	50.000 €