

CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSION Golden Shell Pavilion, Roxas Blvd. cor. Sen. Gil Puyat Ave., 1300 Pasay City, Metro Manila Philippines Tel: Nos.: (632) 831-2201 to 09 | Fax: (632) 832-3965; 834-0177 Email: info@citem.com.ph | Website: www.citem.com.ph DEPARTMENT OF TRADE & INDUSTRY PHILIPPINES

# APPLICATION CONTRACT FORM FOR OVERSEAS PROJECTS

Complete and return to CITEM on or before \_\_\_\_\_

NAME OF PROJECT		Fashion
VENUE (Location and Country)	INDUSTRY SECTOR	□ Home
DATES		Food
		Others (Please specify.):

COMPANY PROFILE							
COMPANY NAME	MPANY NAME						
CONTACT PERSON			GENDER	E Female	□ Male	DESIGNATION	
TELEPHONE NO.			FAX NO.			MOBILE NO.	
E-MAIL				WEB PAGE	/URL:		
OFFICE ADDRESS							
FACTORY ADDRESS							
FORM OF BUSINESS OWNERSHIP	Single Pro	oprietorship 🗌 P	artnership		Corporation		Others (Please specify.):
NO. OF WORKERS / STAFF	Direct	+ Indirect/Subcon	tractor	= Total	:		
COMPANY SIZE (Based on capitalization)	🗌 Micro (Be	elow Php3m) 🗌 S	mall (Php3M-I	Php15M)	Medium (Pt	np15M-Php100M)	Large (Above Php100M)
NUMBER OF PREVIOU	S PARTICIPAT	ION IN THIS PROJECT		1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup> Others	(Please specify.):
RECENT PARTICIPATION IN CITEM-ORGANIZED FAIRS:	PARTICIPATION IN Annila FAME IFEX				□ Othe	rs (Please specify.):	
OTHER OVERSEAS TRADE FAIR YOU INTEND TO JOIN THIS YEAR: (Please list and attach in separate sheet.)							
NATURE OF BUSINESS			<ul><li>☐ Trader</li><li>☐ Consol</li></ul>	idator		Distributor Dthers <i>(Please spec</i> .	ify.):
Objectives of Participation		<ul> <li>Generate immediate sales orders</li> <li>Cultivate existing business relations</li> <li>Meet new buyers</li> <li>Find new markets</li> <li>Present innovations, new developments</li> </ul>		Appoint agent/distributor in      Establish new contacts for     Franchising agreement(s) in     Joint venture(s) in     Licensing agreement(s) in			
Target Market       Exclusively High-End         Middle to High-End       Middle to Low-End					Mass Market Contract Mark	ket	
Target Buyers		Wholesalers       Design Consultants         Retailers       Manufacturers         Distributors       Exporters         Interior Designers       Specialty Stores         Buying Offices       Importers		irers	<ul> <li>Architects</li> <li>Hospitality Inc</li> <li>Others (Pleas</li> </ul>	lustry e specify.):	







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F	OR FOOD PROJECTS	FOF	R NON-FOOD PROJECTS
PRODUCT CATEGORY/SERVICES TO BE PROMOTED (Please specify.)		PRODUCT CATEGORY/SERVICES TO BE PROMOTED (Please specify.)	
Beverages         Fine Food and Specialties         Fresh & Processed Fruits and Vegetables         Biscuits, Confectioneries and Snacks         Meat         Poultry         Seafood         Raw Materials         Natural, Organic and Health Products         Others ( <i>Please specify.</i> ):		HOME         Architectural Fitting         Furniture         Home/Home Décor/Furnishing         Visual Art         Others (Please specify.):         HOLIDAY & GIFTS         Festive/Seasonal Décor         Gift Items         Health and Wellness         Others (Please specify.):         FASHION         Apparel         Fashion Accessories         Others (Please specify.):	
NEW PRODUCT/S TO PRO	DMOTE (Please specify.)	NEW PRODUCT/S TO PRO	
APPLICANTS NEED TO SUBMIT THE FOLLOWING CERTIFICATIONS:         Basic Certifications         ☑ Good Manufacturing Practice (GMP)         ☑ FDA-License To Operate (FDA-LTO)         Market Specific-Certifications (Please tick on the applicable boxes):         □ HACCP       □ ISO         □ HALAL       □ Others (Please specify.):         □ KOSHER       □         □ ORGANIC CERTIFICATION       □		1	DUCTION (Please indicate Top 3 materials.):
We agree to abide by the Terms and Conditions of the attached Contract Governing Overseas Projects as well as any additional rules and regulations which may be imposed/required by the Organizer.		We accept the participation of the Company subject to full compliance with all applicable rules and regulations.	
FOR AND ON BEHALF OF	COMPANY :	FOR AND ON BEHALF OF	GITEWI:
SIGNATURE		SIGNATURE	
PRINTED NAME		PRINTED NAME	
DESIGNATION		DESIGNATION	
SIGNATURE		SIGNATURE	
WITNESS (Printed Name)		WITNESS (Printed Name)	
DESIGNATION		DESIGNATION	

## TO BE FILLED UP BY CITEM

PARTICIPA	TION FEES:	CLEARANCE		
IFEX / MANILA FAME PARTICIPATION FEE DEPOSIT (Non-refundable):	\$ PHP 10,000.00	□ CLEARED as to outstanding obligation with CITEM.	DC/OIC Finance Division	
DEADLINE OF PAYMENT:	AS SPECIFIED IN THE INVOICE.	O.R. No	Date:DC/OIC Finance Division	



IFEX

PHILIPPINES

www.ifexphilippines.com







CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSION

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# CONTRACT GOVERNING OVERSEAS PROJECTS

#### A. DEFINITION OF TERMS

- EXHIBITOR: An exporting and manufacturing company participating in CITEM-organized overseas projects.
   OVERSEAS PROJECT: Refers to a trade fair, exhibition, exposition, or any other special event or activity organized by CITEM such as a selling mission or
- PHILIPPINE-MADE PRODUCT: Products 100% made, manufactured, processed by hand or machine in the Philippines. Products with imported composition, ingredients, or raw materials, are acceptable provided however, the finished product is produced, manufactured, assembled, and finished in the philippines. the Philippine
- PHILIPPINE STAND: The Philippine exhibition space or pavilion occupied by CITEM, its exhibitors or by the Philippine Delegation.
- BOOTH: A booth is your typical 3m x 3m or 2m x 3m structure/space allocated to each exhibitor.
   WITHDRAWAL OF PARTICIPATION: It shall include, but not limited to, withdrawal, cancellation, no show, or abandonment.

B. APPLICATION FORM. This Application Form shall serve as a contract between the exhibitor and CITEM and considered valid and binding only if the following has been submitted and complied with:

Full payment of the required participation fee; and Submission of 100% Philippine-made products to be exhibited. 1.) 2.)

If the application form is approved, CITEM shall send copy of the approved application form, together with a corresponding billing statement to the exhibitor/ applicant. Same shall be treated as Notice of Acceptance. Upon receipt thereof, the exhibitor is required to settle and pay the corresponding participation fees stated therein.

However, CITEM reserves the right/authority to disallow exhibitor from participation in the overseas project despite acceptance and full payment of fee should CITEM sees justifiable and reasonable grounds to recall the approved participation.

#### C. FINANCIAL AND OTHER MONETARY OBLIGATIONS OF PARTICIPANT.

Participation and Deposit Fees shall be made in the following schedule of payments:

	PARTICIPATION FEE	DEADLINE FOR PAYMENT
NON-REFUNDABLE DEPOSIT FEE (IFEX / MANILA FAME)	PhP 10,000.00 (Deductible from the Total Participation Fee)	Within seven (7) days from receipt of Billing Statement /Invoice
FULL PAYMENT (Balance)	To be determined	On the date specified in the Billing Statement /Invoice

D. METHODS OF PAYMENT. Settle the Participation and Deposit Fees through the following modes of payment:

1.) Direct payment at the CITEM Cashier's Office. The exhibitor has the option to pay the participation fee either in cash or in Manager's Check.

Only exhibitors with no previous record of dishonored check shall be allowed to issue a company check in the name of CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS (CITEM).

Deposit directly to the following CITEM issuing bank: 2.)

ISSUING BANK	DOLLAR ACCOUNT
Philippine National Bank (PNB)	1514-9000-5557
	SWIFT CODE: PNBMPHMM

The exhibitor is required to submit to the CITEM Cashier a proof of deposit or remittance slip.

Immediately upon receipt of the Abstract of Collection from the Receiving Bank, the CITEM Cashier will issue the corresponding official receipt in favor 3.) of the Exhibitor.

#### E. A POLICY OF "No Full Payment, No Participation" is strictly implemented.

#### E. CONTRACT PERIOD.

START DATE: (Contract shall commence upon compliance of all requirements as stated in paragraph hereof.)

END DATE: \_(Contract shall remain in force until Exhibitor has submitted all reports and/or complied with the conditions stated in the contract).

G. Booth ALLOCATION. Booth allocation shall be made by CITEM and shall be confirmed only upon full payment of participation fee within the deadline specified in the invoice. CITEM reserves the right to determine the allocation, size and assignment of spaces taking into consideration the following but not limited to the thematic presentation, curatorial considerations, product presentation, and any other reason deemed important by CITEM to the overall image of the Philippine Pavilion.

Sub-letting or sharing of booth space by the Exhibitor to another person or entity is strictly prohibited.

CITEM reserves the right to undertake and implement changes in agreed plans, e.g., exhibit layout, space allocation, etc. whenever necessary to ensure the success of the project. The exhibitor shall be notified of these changes.









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#### H. PRODUCTS TO BE PROMOTED.

- 1.) Only 100% Philippine-made products must be carried and promoted and displayed by the Exhibitor (Non-Philippine made products are strictly prohibited).
- 2.) Exhibitor shall promote and sell only the products which are stipulated in the Application Form and the signed Contract.
- 3.) Exhibitor shall display only products (or design) that do not violate nor infringe copyright, patent or trademark regulations as defined by the IP Code or RA 8293.
- 4.) Exhibitor shall agree to submit, when required and necessary, at least three (3) professional photo images of his products or shall allow CITEM to photograph his products displayed at the booth, to be used for marketing and promotions, i.e. collateral, websites, e-cards.

I. PRODUCT/ BUSINESS DEVELOPMENT. The Exhibitor agrees to undertake Product/Business Development when CITEM so requires it and agrees to shoulder all necessary and attendant expenses related to such activity as pre-agreed with CITEM in another undertaking governing Product/Business Development.

J. PRE-DEPARTURE REQUIREMENTS. Exhibitor shall strictly comply with all pre-departure requirements, as follows:

- 1.) Attend Exhibitors' Briefings and Pre-Departure Briefing: Only the Exhibitor or his duly authorized official Representative who will travel to the overseas project must attend these briefings. No other employee can represent him/her.
- 2.) Attend all Seminars and Workshops organized by CITEM as a pre-requisite to acceptance and participation.
- 3.) Participate in exhibit mock-up when required by CITEM. Exhibitor shall make available his products for mock-up at designated CITEM venue, date and time.
- 4.) Submit travel arrangement details to CITEM for security and coordination purposes unless Exhibitor will avail of CITEM's Travel Package, if any.
- 5.) Submit shipment details of products unless shipment is consolidated by CITEM. In the latter case, exhibitor shall comply with all shipping deadlines especially on contract / documentary requirements and payment.

### K. ONSITE REQUIREMENTS. Exhibitor is required to comply with the following:

- 1.) Dress Code: Business Attire is a must for all CITEM Overseas Projects.
- 2.) Conduct at the Booth: Exhibitor must adopt and maintain proper decorum, appropriate business language, and a pleasant disposition at all times while at the booth to project a positive image and preserve the high quality of the Philippine presentation.
- 3.) Attendance: The company representative/s shall be present and punctual at all times. Likewise, the exhibitor shall ensure that his booth is always manned by an official company representative/s during the entire duration of the show.
- 4.) Daily briefings and reports: Exhibitor is required to attend the Daily Briefings following a pre-agreed schedule and to submit daily sales report/ performance.
- 5.) Daily submission of calling cards: Exhibitor is required to surrender to the CITEM Project Coordinator a copy of all business calling cards.

#### L. POST-FAIR REQUIREMENTS.

- 1.) Exhibitor is required to attend the Debriefing meeting with CITEM on the last day of the project on a pre-agreed schedule and venue.
- 2.) Exhibitor hereby undertakes to:
  - Submit the following to CITEM: Sales Report and Trade Inquiry Forms with a copy of all business /calling cards, as well as the Exhibitor's Evaluation Report to be submitted to the CITEM representative on the last day of the event and before departure from site.
  - Sales Monitoring Report Form to be submitted six (6) months after the event.
- 3.) Disposition of Exhibitor goods is sole responsibility of the Exhibitors.

#### M. WITHDRAWAL FROM PARTICIPATION

Withdrawal from participation within 60 days (or 2 months) prior to departure with a written cancellation shall be allowed. However, payments made shall be forfeited in favor of CITEM. Should the withdrawal be made less than 60 days prior to the show, CITEM will forfeit all payments made with corresponding sanction or penalty. This policy applies to other forms of withdrawal, e.g., abandonment, no show, cancellation at any given time or period.

CITEM will impose the corresponding penalties and sanctions on delinquent exhibitors who fail to comply with the foregoing provisions.

N. IN CASE OF UNFORESEEN CIRCUMSTANCES, that may occur during the implementation of the trade show participation, the Exhibitor shall be solely responsible for such occurrences and CITEM shall not be held liable thereto.

#### O. CITEM MAY ISSUE CIRCULARS AND ADDITIONAL RULES AND REGULATIONS, WHICH SHALL ALSO FORM PART OF THIS APPLICATION CONTRACT.

P. RESOLUTION OF CONFLICT & DISAGREEMENT. Should there be any conflict or disagreement that may arise in the interpretation of this Application Contract Form, the parties shall settle the matter amicably and exhaust all possible alternative solutions that are mutually beneficial to both parties. However, despite exhaustion of all possible remedies, a conflict or disagreement still arise, the decision of CITEM shall be considered final and binding.

Q. THIRD-PARTY CLAIMS. The Exhibitor shall hold CITEM free from any third-party claim/liability arising from his/her participation in this show, the design/ products exhibited, or acts/deeds committed by the exhibitor or his/her employees or agent.

R. FILING OF SUITS. The venue of all suits, which may arise out of this Agreement including cases for collection of unpaid dues, shall be exclusively in the proper courts of Pasay City only.

S. CONTRACT AGREEMENT. I have read and understood this Application Contract for Overseas Projects and I agree to the terms and conditions.

Authorized Signatory	Designation	
(Printed Name)		
Signature	Date	









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#### COMMITMENT OF PARTICIPATION TO CITEM'S UPCOMING SIGNATURE EVENT

In consideration for the approval of this application for overseas application, I / We hereby commit to participate in the next signature event organized by the CITEM and agree to pay the Non-Refundable Deposit Fee in the amount of Php 10,000.00 for:						
	(Please specify the applicable signature event):					
Authorized Signatory (Printed Name)		Designation				
Signature		Date				

### ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES). CITY OF \_\_\_\_ \_\_\_\_\_) SC

BEFORE ME, a Notary Public for and in the City of \_\_\_\_\_ \_\_\_\_\_ personally appeared the following with their Competent Evidence of Identity (C.E.I.):

NAME	CEI	ISSUED AT	ISSUED ON

Known to me to be the same persons who executed the foregoing contract and acknowledged to me that the same is their free and voluntary act and deed of the entities they respectively represent.

I FURTHER CERTIFY that the foregoing instrument consisting of five (5) pages have been signed by the Parties and their instrumental witnesses on the space provided for and sealed with my notarial seal.

WITNESS MY HAND AND SEAL on the date, year and place above written.

NOTARY PUBLIC

Doc. No. \_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of \_\_\_\_\_







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