



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



APPLICATION CONTRACT FORM FOR OVERSEAS PROJECTS

Complete and return to CITEM on or before _____

NAME OF PROJECT		INDUSTRY SECTOR	<input type="checkbox"/> Fashion
VENUE (Location and Country)			<input type="checkbox"/> Home
DATES			<input type="checkbox"/> Food
			<input type="checkbox"/> Others (Please specify): _____

COMPANY PROFILE

COMPANY NAME			
CONTACT PERSON	GENDER	<input type="checkbox"/> Female <input type="checkbox"/> Male	DESIGNATION
TELEPHONE NO.	FAX NO.		MOBILE NO.
E-MAIL	WEB PAGE/URL:		
OFFICE ADDRESS			
FACTORY ADDRESS			
FORM OF BUSINESS OWNERSHIP	<input type="checkbox"/> Single Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Others (Please specify): _____		
NO. OF WORKERS / STAFF	Direct _____ + Indirect/Subcontractor _____ = Total: _____		
COMPANY SIZE (Based on capitalization)	<input type="checkbox"/> Micro (Below Php3m) <input type="checkbox"/> Small (Php3M-Php15M) <input type="checkbox"/> Medium (Php15M-Php100M) <input type="checkbox"/> Large (Above Php100M)		
NUMBER OF PREVIOUS PARTICIPATION IN THIS PROJECT	<input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> Others (Please specify): _____		
RECENT PARTICIPATION IN CITEM-ORGANIZED FAIRS:	<input type="checkbox"/> Manila FAME Date: _____ <input type="checkbox"/> IFEX Date: _____ <input type="checkbox"/> Others (Please specify): _____		
OTHER OVERSEAS TRADE FAIR YOU INTEND TO JOIN THIS YEAR: (Please list and attach in separate sheet.)			
NATURE OF BUSINESS	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Trader <input type="checkbox"/> Distributor <input type="checkbox"/> Direct Exporter <input type="checkbox"/> Consolidator <input type="checkbox"/> Others (Please specify): _____		

Objectives of Participation	<input type="checkbox"/> Generate immediate sales orders <input type="checkbox"/> Cultivate existing business relations <input type="checkbox"/> Meet new buyers <input type="checkbox"/> Find new markets <input type="checkbox"/> Present innovations, new developments	<input type="checkbox"/> Appoint agent/distributor in _____ <input type="checkbox"/> Establish new contacts for <input type="checkbox"/> Franchising agreement(s) in _____ <input type="checkbox"/> Joint venture(s) in _____ <input type="checkbox"/> Licensing agreement(s) in _____
Target Market	<input type="checkbox"/> Exclusively High-End <input type="checkbox"/> Middle to High-End <input type="checkbox"/> Middle to Low-End	<input type="checkbox"/> Mass Market <input type="checkbox"/> Contract Market
Target Buyers	<input type="checkbox"/> Wholesalers <input type="checkbox"/> Retailers <input type="checkbox"/> Distributors <input type="checkbox"/> Interior Designers <input type="checkbox"/> Buying Offices	<input type="checkbox"/> Design Consultants <input type="checkbox"/> Manufacturers <input type="checkbox"/> Exporters <input type="checkbox"/> Specialty Stores <input type="checkbox"/> Importers
		<input type="checkbox"/> Architects <input type="checkbox"/> Hospitality Industry <input type="checkbox"/> Others (Please specify): _____



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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 in-store promotion that are held overseas.
- **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.
- **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:

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

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).

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

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.

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

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

F. 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 (Printed Name)	_____	Designation	_____
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 _____