


**CENTER FOR INTERNATIONAL TRADE EXPOSITIONS AND MISSIONS**

Golden Shell Pavilion, Roxas Blvd. cor. Sen. Gil J. Puyat Ave., 1300 Pasay City, Metro Manila Philippines

Tel. Nos. (632)831-2201 to 09 | Fax: (632)832-3965

Email: info@citem.com.ph | Website: www.citem.com.ph



## APPLICATION CONTRACT FORM FOR OVERSEAS PROJECT

### Service Business Department

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

NAME OF PROJECT	
VENUE (location and country)	
DATES	
INDUSTRY	<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Aerospace  <input type="checkbox"/> Automotive  <input type="checkbox"/> Creative Services (please specify: e.g. film &amp; animation, advertising, etc.): _____         </div> <div> <input type="checkbox"/> Construction  <input type="checkbox"/> Electronics  <input type="checkbox"/> Energy         </div> <div> <input type="checkbox"/> Information Technology  <input type="checkbox"/> Shipbuilding  <input type="checkbox"/> Others (please specify): _____         </div> </div>

COMPANY PROFILE				
COMPANY NAME				
CONTACT PERSON / REPRESENTATIVE		GENDER	<input type="checkbox"/> Female <input type="checkbox"/> Male	DESIGNATION
TELEPHONE NO.		FAX NO.		MOBILE NO.
EMAIL			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"/> 1st <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd <input type="checkbox"/> Others (please specify): _____			
PARTICIPATION IN OTHER INTERNATIONAL TRADE SHOWS IN THE COUNTRY OR ABROAD IN THE LAST 3 YEARS (please specify)				
NATURE OF BUSINESS	<div style="display: flex; flex-wrap: wrap;"> <div style="width: 25%;"> <input type="checkbox"/> Agent  <input type="checkbox"/> Association  <input type="checkbox"/> Consolidator  <input type="checkbox"/> Contractor         </div> <div style="width: 25%;"> <input type="checkbox"/> Direct Exporter  <input type="checkbox"/> Distributor  <input type="checkbox"/> Government  <input type="checkbox"/> Joint Venture/Investor         </div> <div style="width: 25%;"> <input type="checkbox"/> Manufacturer  <input type="checkbox"/> OEM  <input type="checkbox"/> Producer  <input type="checkbox"/> Service/Content Provider         </div> <div style="width: 25%;"> <input type="checkbox"/> Subcontractor  <input type="checkbox"/> Trader  <input type="checkbox"/> Others (please specify): _____         </div> </div>			
OBJECTIVES OF PARTICIPATION (check all applicable items)	<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="checkbox"/> Cultivate Existing Business Relations  <input type="checkbox"/> Find New Markets  <input type="checkbox"/> Generate Direct Sales  <input type="checkbox"/> Meet New Buyers  <input type="checkbox"/> Present Innovations, New Developments  <input type="checkbox"/> Take Part in Professional Events         </div> <div style="width: 50%;"> <input type="checkbox"/> Appoint Agent/Distributor in _____  <input type="checkbox"/> Establish New Contacts for _____  <input type="checkbox"/> Find New Distribution Channels _____  <input type="checkbox"/> Franchising Agreement(s) in _____  <input type="checkbox"/> Investment(s) in _____  <input type="checkbox"/> Joint Venture(s) in _____  <input type="checkbox"/> Licensing Agreement(s) in _____         </div> </div>			
TARGET BUYERS/PARTNERS (check all applicable items)	<div style="display: flex; flex-wrap: wrap;"> <div style="width: 25%;"> <input type="checkbox"/> Agents  <input type="checkbox"/> Business Process Outsourcing  <input type="checkbox"/> Consultants  <input type="checkbox"/> Distributors  <input type="checkbox"/> Government         </div> <div style="width: 25%;"> <input type="checkbox"/> Importers  <input type="checkbox"/> Innovators  <input type="checkbox"/> Investors  <input type="checkbox"/> Media  <input type="checkbox"/> Publishers         </div> <div style="width: 25%;"> <input type="checkbox"/> R&amp;D Partnerships Licensing  <input type="checkbox"/> Resellers  <input type="checkbox"/> Retailers  <input type="checkbox"/> Systems Integrators         </div> <div style="width: 25%;"> <input type="checkbox"/> Value-added Resellers  <input type="checkbox"/> Wholesalers  <input type="checkbox"/> Others (please specify): _____         </div> </div>			

CITEM Signature Events:





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### TARGET SECTORS TO SELL TO/PARTNER WITH (check all applicable items)

- ☐ Agri/Aquaculture
- ☐ Arts And Entertainment
- ☐ Automotive
- ☐ Construction Industry
- ☐ Defense and National Security
- ☐ Education
- ☐ Energy
- ☐ Financial Services

- ☐ Hospitality
- ☐ Information & Communication Technology
- ☐ Logistics
- ☐ Manufacturing Industry
- ☐ Marketing/Public Relations
- ☐ Real Estate
- ☐ Recreational And Cultural Activities

- ☐ Retailing Industry
- ☐ Scientific and Technical Services
- ☐ Wholesaling Industry
- ☐ Not Applicable
- ☐ Others (please Specify): \_\_\_\_\_

### PRODUCT/SERVICE CATEGORY TO BE PROMOTED IN THE FAIR

- ☐ Aerospace
- ☐ Automobile Types, Parts, Engine Components, and Accessories
- ☐ Construction Supply Solutions and Services
- ☐ Consumer Electronics and Appliances
- ☐ Creative Design, Content and Services

- ☐ Culture, Education, and Personal Development
- ☐ Emerging Technologies
- ☐ Energy
- ☐ High-end Intelligent Equipment
- ☐ Information Technology

- ☐ Semiconductors/Electronics/EMS
- ☐ Service Outsourcing
- ☐ Shipbuilding and Industrial Fabrication
- ☐ Tourism
- ☐ Others (please specify): \_\_\_\_\_

NEW PRODUCT/S TO PROMOTE (please specify): \_\_\_\_\_

### APPLICANTS NEED TO SUBMIT THE FOLLOWING CERTIFICATIONS:

- ☐ Business Documentary Requirements (DTI/Sec, BIR, and Mayor's Permit)
- ☐ Others (please specify): \_\_\_\_\_

WHICH BRAND/S TRADE MARK/S ARE YOU GOING TO REPRESENT? \_\_\_\_\_

CERTIFICATIONS (please specify): \_\_\_\_\_

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 CITEM :

SIGNATURE		SIGNATURE	
PRINTED NAME		PRINTED NAME	
DESIGNATION		DESIGNATION	
SIGNATURE		SIGNATURE	
WITNESS (Printed Name)		WITNESS (Printed Name)	
DESIGNATION		DESIGNATION	

### FOR CITEM ONLY

PARTICIPATION FEES:		CLEARANCE	
_____ (Title of OTF)	\$ _____ Amount Due	<input type="checkbox"/> CLEARED As To Outstanding Obligation With CITEM	DC/OIC Finance Division Date: _____
PARTICIPATION DEPOSIT FEE (Non-refundable & deductible from final payment)	PHP10,000.00	O.R. No. _____	
DEADLINE OF PAYMENT	AS SPECIFIED IN THE INVOICE	<input type="checkbox"/> CLEARED As To Project Report	DC/OIC Finance Division

### CONTRACT GOVERNING OVERSEAS PROJECTS

#### A. DEFINITION OF TERMS

- **EXHIBITOR:** An exporting and manufacturing/service company or any business entity participating in CITEM-organized overseas projects.
- **OVERSEAS PROJECT:** Refers to a trade fair, exhibition, exposition, or any other special event or activity participated by CITEM overseas.
- **PHILIPPINE-MADE PRODUCT:** Products or content that is made, manufactured, or processed in the Philippines. Products with imported composition, ingredients, or raw materials, are acceptable provided however, the finished product is assembled and finished in the Philippines.

CITEM Signature Events:



www.manilafame.com



www.ifexphilippines.com



www.createphilippines.com



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- **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, 2m x 3m, OR 2m x 2m 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 list and portfolio of all products, content, or services to be exhibited/promoted
- 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 the acceptance and full payment of fee should CITEM sees justifiable and reasonable grounds to recall the 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	PHP10,000.00 (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

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

- a. **Direct payment at the CITEM Cashier's Office.** The exhibitor has the option to pay the participation fee either in Cash or 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)**.
- b. **Deposit directly to the following CITEM issuing bank:**

ISSUING BANK	DOLLAR ACCOUNT	PESO ACCOUNT
Philippine National Bank (PNB)	151-490 0055-57 SWIFT CODE: PNBMPHMM	400-562-400-429
Development Bank of the Philippines (DBP)		0405-017871-030

The exhibitor is required to submit to the CITEM Cashier the official deposit/remittance slip provided by the bank (PNB/DBP) as proof of payment.

- c. 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.

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

**C. 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).

**D. 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 without the approval of CITEM 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.

**E. PRODUCTS TO BE PROMOTED**

- 1.) Only products or content assembled and finished and services processed in the Philippines must be carried, promoted and displayed by the exhibitor (Non-Philippine made products are strictly prohibited).
- 2.) Exhibitor shall promote and sell only the products or services 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.) If applicable, an 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.

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

**G. 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.

**H. 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, knowledgeable of the company and its products/services, 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 to the CITEM Project Officer the following reports daily: (1) Sales Report, (2) Trade Inquiry Form, (3) Copy of all business/calling cards collected, as well as the (4) Exhibitor's Evaluation Report on the last day of the show.

CITEM Signature Events:





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### I. 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 to CITEM Project Coordinator the Sales Monitoring Report Form six (6) months after the event.
- 3.) Disposition of exhibitor goods is sole responsibility of the Exhibitors.

### J. 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.

### K. 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.

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

### M. 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.

### N. 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.

### O. 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.

### P. CONTRACT AGREEMENT. I have read and understood this Application Contract for Overseas Projects and I agree to the terms and conditions. Further, I hereby give my consent to the organizer for Philippine participation to use and process all data received from me in accordance with the requirements for trade promotions and R.A. 10173 otherwise known as the Data Privacy Act of 2012.

Authorized Signatory (Printed Name)		Designation	
Signature		Date	

## ACKNOWLEDGMENT

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

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 four (4) 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.

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

NOTARY PUBLIC

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

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

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

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