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GUIDELINES FOR PARTICIPATION IN INTERNATIONAL TRADE FAIRS AND TRADE MISSIONS

CITEM CIRCULAR NO. 95-1, February 10, 1995

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The following guidelines for participation in international trade fairs and trade missions are hereby promulgated for adoption by participants effective February 20, 1995.

A.
Financial Obligation of Participant

1. Participant must pay the fees stated in the Contract of Participation on or before the scheduled deadline. The regular participation fee is P10,000 while deposit fee is P4,000. A 15% surcharge on the participation fee will be imposed for late payment. The deposit fee is refundable after submission of post project requirements.

2. In addition to the participation and deposit fees. PARTICIPANT will shoulder the following expenses:

2.1 plane fare;

2.2. hotel accommodation, daily allowance and representation expenses;

2.3. company promotional materials and project brochures;

2.4. cost of shipment of samples and customs clearance, if applicable;

2.5. share in the cost of stand rental, if applicable;

2.6. share in the cost of booth construction and props, if applicable;

2.7.

service fees for additional stand assistants and/or interpreter, if applicable;

2.8. food and refreshment during the fair, if applicable;

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2.9.

communication expenses at the fair site (telex, fax, photocopying services, etc.); and

2.10 catalogue entry.

Deadline for payment of the private sector's share in project expenses should be strictly followed; otherwise, a 15% surcharge will also be imposed.

B.
CITEM Assistance to Participants

1. CITEM shall provide financial assistance, as follows:

1.1. venue rental (with cost sharing scheme);

1.2 share in the cost of booth construction;

1.3 communication and administrative expenses;

1.4. services of stand assistants and interpreters, if any;

1.5 fair/mission brochure preparation (camera ready form).

2. CITEM shall also provide marketing and other forms of assistance, as follows:

2.1 updated market/product information;

2.2 promotions and publicity;

2.3 arrangements for consolidated shipment of samples;

2.4 advice on effective trade fair/mission participation; and

2.5 over-all project management and implementation.

C.
Eligibility of Products for Promotion

1. Participant shall comply with the requirements in the selection and development of products eligible for exhibit.

2. Participant shall promote only product lines/categories properly defined and agreed upon with CITEM and shall

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adhere strictly to the approved product lines.

3. Participant shall agree in writing to set minimum price levels in case of similarity or overlapping in the product lines to be exhibited.

4. Participant shall recognize and respect the originality of designs of the other participants, and shall refrain from exhibiting products which are copied or reproduced from another's design or are confusingly similar to other exhibit items in order to prevent unfair competition.

5. Participant shall submit to CITEM his certification of patent and/or copyright registration, if applicable, for purposes of verification and recording, thereby protecting the originality of designs.

6. CITEM reserves the right to exclude a product from being exhibited due to inferior quality, duplication or other justifiable reasons.

D.
Company Representative/s

1. Participant is entitled to two (2) official representatives to assist in the project.

2. The company representative/s should be (a) decision-maker/s, knowledgeable in export marketing and able to negotiate competently with buyers. He/She should preferably be the President, General Manager or Marketing/Export Manager of the company.

3. In the event that the originally assigned representative has to be replaced by another official, CITEM should be immediately notified in writing for approval. The alternative representative should likewise meet said qualifications.

4. Since participation in this project is an official undertaking of the Department of Trade and Industry, the representative/s shall observe the rules for proper decorum. Professionalism, tact, courtesy and punctuality shall be the watchwords in projecting a favorable national image.

5. Participant undertakes to send company representatives who are, at the time of the fair/missions, in good physical condition. Pregnant women are discouraged from joining trade fairs/missions for health reasons.

E.
Briefings and Meetings

1. Upon confirmation of participation, CITEM shall conduct regular meetings and briefings with participants to discuss procedures/requirements for the project and to provide assistance for effective participation.

2. Participant shall personally attend all the briefings and meetings scheduled by the Project Managers, and shall abide by whatever decision/s agreed thereat. All requirements shall be submitted on time to prevent delay in project preparation.

F.
Withdrawal from Participation/Sanctions for Violations

1. Regardless of the reason/s or the time period when the withdrawal notice is submitted, the deposit and participation fees shall be forfeited in favor of CITEM.

2. For withdrawal from participation, as well as for other violations committed by a participant found valid by CITEM, the participant shall be subjected to the sanctions hereunder enumerated;

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VIOLATION

: OCCURRENCE AND PENALTY

: 1st

2nd

3rd

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a. Non-payment of accounts (Cost-Sharing Scheme of CITEM, travel, freight/shipment/hotel, etc.)

1 & 4

1 & 5

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b. No-show during the trade activity

3

4

5

c. Fair representatives arriving late or leaving earlier than the prescribed time

2

3

4

d. Late withdrawal from the trade activity

1 & 3

1 & 4

1 & 5

e. Written complaints from buyers found valid and meritorious by CITEM

3

4

5

f. Public scandal/grave misconduct during the trade activity

5

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Legend:

1 - Payment of appropriate fee/s
2 - Written reprimand/warning
3 - Suspension from participation in any CITEM project for one (1) year
4 - Suspension from participation in any CITEM project for two (2) years
5 - Ban from participation in all CITEM projects.

3. If a Participant suddenly withdraws without any justifiable reason, his/her application for any CITEM-sponsored activity shall not be considered. CITEM reserves the right to decide whether or not the reason for withdrawal is justifiable.

4. If Participant fails to submit requirements on time and to comply with the rules and regulations on participation, he may be unilaterally excluded from the official line up of participants. In case of exclusion. Participant forfeits his participation and deposit fees in favor of CITEM.

G.
Promotions and Publicity

1. CITEM shall prepare and arrange for the following: catalogue entry, buyer's list project brochure concept and production, general direct mail campaign to foreign buyers, publicity and press kits.

2. Participant shall submit requirements for the preparation of project brochure.

3. Participant shall prepare his own promotional materials, such as:

3.1

business cards, company brochures, price lists and product sheets/catalogues:

3.2

correspondences/photo offers to selected buyers and

3.3

photo album of factory/production areas and booth props and samples of color and material swatches (if applicable).

H.
Shipment of Samples

1. Forward Shipment.

1.1.

CITEM shall prepare the master packing list and commercial invoice, consolidate samples, prepare box labels and markings and apply for Export Declaration and Certificate of Origin;

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1.2

Participant shall strictly comply with deadlines for submission of approved packing list, commercial invoice, clearance from agencies concerned (i.e. GTEB, BFAR, BFAD, etc.) and allowable quantity of goods properly packed for shipment. If deadlines are not met, Participant shall be responsible for shipping out own samples;

1.3

Participant shall pay for the cost of the forward shipment (origin charges, freight cost, and destination charges, as well as any applicable duties and taxes/VAT, if any;

1.4

CITEM shall not be held responsible for any damage to or loss of exhibit goods.

2. Handcarried Samples

2.1

Participant shall submit to CITEM the packing list and commercial invoice at least two (2) weeks prior to departure. Samples not properly documented shall not be allowed in the exhibit area:

2.2

Participant shall be responsible for customs clearance at the port of destination.

3. Disposal of Goods and Return Shipment.

3.1

Participant shall be responsible for the disposition and return shipment of goods and the expenses incidental thereto. Samples left by Participant without instructions for disposition shall automatically be donated by CITEM to the Philippine Trade Office or Embassy for proper disposition.

I.
Travel and Hotel Arrangements

1. Upon the request of the Participants, CITEM may facilitate submission of bids by travel agents to avail of group rates and specify hotel(s) most conveniently located. However, CITEM shall not generally undertake travel and hotel accommodation bookings of the Participants.

2. CITEM shall assist in travel requirements, such as certifications for visas, only for the official representatives.

J.
Exhibition Arrangements

1. Booth Set-up.

1.1

CITEM shall conceptualize the booth display and lay-out to be implemented by the officially designated

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contractor.

1.2

Participant shall attend to the booth set-up and decoration, which should be done at least two (2) days before the opening of the fair/project.

1.3

The CITEM Project Manager reserves the right to disallow the exhibit of any item which does not conform to the guidelines and assigned product lines.

2. Exhibit Proper

2.1

Participant shall strictly follow the itinerary and schedule of activities drawn up for the project. He should be in the booth throughout the fair duration and attend meetings organized by the CITEM Project Manager and Commercial Attache. Tardiness should be avoided.

2.2

Participant shall maintain cleanliness and order in his exhibit area.

3. Dismantling.

3.1

Participant shall be totally responsible for dismantling his own exhibit at the end of the fair;

3.2

CITEM shall not be held liable for loss of or damage to samples or personal belongings of Participant.

K.
Other Obligations of Participants

1. Participant shall submit all requirements for participation, as scheduled.

2. Participant shall submit the following post-fair project requirements:

2.1

Daily Sales Report Form during the fair;

2.2

Evaluation Report Form (Participant's Questionnaire), together with copies of inquirers' business cards;

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2.3

Participants Monitoring Form six (6) months and twelve (12) months after the project;

2.4

Summary list of buyers met/photo copies of business cards.

3. Participant shall attend the following meetings:

3.1

Debriefing on fair results with Commercial Attache and CITEM Project Coordinator at the Fair site.

3.2

Exhibitors' debriefing in Manila to further discuss and consolidate results of the fair.

L.
Other Pertinent Conditions

1. Project Rules and Regulations.

1.1

Participant shall agree to abide by and comply with the terms and conditions of the participation, as well as those promulgated by the Fair Organizers. All circulars, rules and regulations which shall be issued by CITEM from time to time regarding the project shall form part of the Contract of Participation.

2. Penalties

2.1

Participant shall pay additional costs incurred by CITEM as a result of his failure to comply with project requirements.

3. Disqualification from Future Participation

3.1

Failure to comply with any provision of the Contract of Participation as well as violation of or non-compliance with any CITEM circulars, rules and regulations shall entitle CITEM to suspend the Participant from joining any of CITEMs promotional activities based on the sanctions.

3.2.

In case of disputes in the interpretation of the foregoing provisions of these guidelines or any CITEM circulars, rules and regulations, CITEMs decisions shall be final and binding.

4. Patents and Copyright

4.1

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CITEM requires that Participant does not infringe in any way on existing designs of other manufacturers, buyers or designers, whether local or international;

4.2

CITEM reserves the right to pull out products from the booth of an infringing Participant, while the event is in progress;

4.3

CITEM shall not be responsible for any damage the Participant may sustain with respect to the infringement on any of his copyrights and patent arising from his participation in the exhibition;

4.4

Conversely, CITEM will not be liable for any Participant's infringement on existing copyrights and patents arising from his participation in the exhibition. Under no circumstance can liability claims be made against CITEM in this respect.

5. Obligations

5.1

CITEM shall make every effort to provide for a successful promotion. However, it does not warrant or guarantee in any way the success of any participation in the activity. The only contractual obligations CITEM assures are those expressly set forth in these guidelines.

6. Failure to Hold Activity

6.1

Should any contingency prevent the holding of the exhibition, CITEM at its own discretion, shall refund the fee paid by the Participant.

M.

CITEM RESERVES THE RIGHT TO ISSUE ADDITIONAL RULES AND REGULATIONS AND/OR REQUIREMENTS FOR ALL OR ANY OF ITS PROJECTS. PARTICIPANTS SHALL BE INFORMED OF THE ADDITIONAL REGULATIONS AND REQUIREMENTS.

Adopted: 10 Feb. 1995

(SGD.) ARACELI MARIA PINTO-MANSOR
Executive Director

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