

February 1th 2011

Israel Ministry of Tourism

Public Tender Number: 03/2011

Selection of A Public Relations Company for the Israel Government Tourism Office in the UK and Ireland

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Tender for Selection of Public Relations Company for the Israel Ministry of Tourism in the UK and Ireland

1. General

- 1.1 The Israel Ministry of Tourism (hereinafter mentioned as "IMOT") and/or the Israel Government Tourist Office in London, UK (hereinafter mentioned as "IGTO" and/or "IMOT/IGTO") are undertaking a tender, to select a Public Relations Agency (hereinafter mentioned as the "Bidder" and/or "Bidders") to plan and execute a Public Relations Strategy in the UK (including Scotland and Northern Ireland) and the Republic of Ireland, to promote Israel as an tourism destination.

IMOT will contract the winning bidder for a period of 3 years (36 months), with an option to extend the contract for an additional 2 consecutive periods of 1 year (12 months) each, but not to exceed a total period of five years (60 months)

- 1.2 All proposals submitted by the Bidders shall be examined and evaluated by a Tender Selection Committee, in Accordance with the Israel Mandatory Tender Law, and its regulations. (Hereinafter referred to as the "Tender Law").
- 1.3 **If this Tender contains any errors, misprints or mistakes IMOT/IGTO shall not be responsible for such discrepancies.**
- 1.4 Under no circumstances this Document shall constitute an offer to make a binding agreement but shall be treated as invitation to the Bidders to submit the proposals subject to review, rejection and/or acceptance by IMOT/IGTO at their sole discretion without any commitment

2. Essence of the Contractual Relation and of Services to be Provided

- 2.1 The winning Bidder shall prepare and execute, in accordance with periodical IMOT/IGTO marketing and activity briefs, and available budget, a Public Relations Strategy, including Public Relations activities, in the UK (including Scotland and Northern Ireland) and the Republic of Ireland, for the purpose of promoting tourism to Israel.
- 2.2 The winning Bidder shall be required to promote Israel to the final consumer (general and Jewish), the professional trade industry, and the travel trade and general media.
- 2.3 The contract shall contain a provision that the Bidder shall provide inter alia, a minimum of 160-200 hours service in total per month, and shall be at the disposal of IGTO at all

reasonable times.

- 2.4 The winning Bidder shall be required to designate an account team of at least one senior expert, and three experts, in accordance to article 3.1.6. The senior expert, shall provide at least 25% of the monthly services hours.

3. Main Tender Pre-Conditions, Terms and Conditions

- 3.1 Proposals are welcomed by Bidders which comply with these preliminary pre-conditions:
- 3.1.1 The Bidder shall be an expert in tourism destination management and promotion, and must have prior experience in the service of National and/or Regional Tourism Organizations and/or Offices.
For the purpose of this section, "Regional Tourism Organization" means an Organization who granted PR services for a region which includes at least 100,000 residents.
- 3.1.2 The Bidder shall have at least 5 years of experience, as defined in article 3.1.1, in the past 10 years, out of which at least 3 years have been since 2006.
- 3.1.3 The Bidder shall be a company or other approved entity with incorporation documents in the UK.
3.1.3.1 The bidder shall submit the Constitution of the company or entity, as effective on the date of submission.
- 3.1.4 The Bidder shall have financial stability and strength, showing an annual turnover of between approximately £600,000 – £1.2 Million GBP in **Public Relations activities (excluding advertising income) in the UK (including Scotland and Northern Ireland) and the Republic of Ireland** (at least 80% of which are in the UK market) based on audited Financial Statements for the years ending 2008, 2009 and 2010, to be submitted by the company or entity, and certified by its accountant/auditor.
- 3.1.5 The Bidder shall have a staff of a minimum 5 or more permanent professional PR employees.
- 3.1.6 The winning Bidder account team shall consist of:
- At least one senior expert, to act as an account director, with a minimum of 5 years experience, in the past 10 years, out of which at least 3 years have been since 2006. The needed experience shall include: Directing and

executing tourism destination promotion PR campaigns, of at least 100,000£ per customer account annually, during each of those 5 years, in the UK (including Scotland and Northern Ireland) and the Republic of Ireland markets, at least 80% of them in the UK market.

- A 3 member team which shall have proven experience implementing tourism related marketing and public relations strategy and campaign, in the UK (including Scotland and Northern Ireland) and the Republic of Ireland. The team members will have the following experience and proven expertise:
 - Trade Marketing- at least 3 years experience;
 - Public Relations - at least 3 years experience;
 - Jewish Market Activities- at least 3 years experience;
 - Junior staff member.

3.2 No Bidder may or shall be involved at any time during the agreement period in handling a similar account for a destination competing with Israel. Competing destinations are: Greece, Egypt, Jordan, Syria, Turkey, Cyprus and the Palestinian Authority.

The Bidder shall sign an affidavit certifying the above (appendix D).

3.3 The Company's HQ and/or main branch offices shall be in the London Area, so as to allow a IGTO continuous, efficient, time, cost effective, and convenient access to the team handling its account.

4. Submission

4.1 The Bidder, submitting a proposal for this Tender, shall submit all relevant documentation and information, and sign in initials the entire draft agreement on each of its pages, (including its appendixes where applicable).

4.2 The following must be submitted with the bid:

4.2.1 Bidder's company profile, detailing its business and development to date, previous PR experience, This will include: experience with promotional partnerships, publicity programmes and brand identify development.

- 4.2.1.1
- Existing relationships with key travel media trade/consumer press/life style media
 - Previous experience with branding and preferably cross branding

- activities
 - A history of media relations based on a results orientated approach.
- 4.2.2 Detailed profile of the entire Bidder's IGTO account team who shall be working on a permanent and on-going basis with IGTO and IMOT, including detailed past experience, relevant to this Tender's requirements.
- 4.2.3 A detailed written proposal, based on the marketing brief (appendix A), which will include:
 - A market research paper, including UK and Ireland outgoing consumer, trade industry and trade-press trends.
 - Suggested PR strategy, of which at least 80% shall be in the UK. The PR strategy shall include:
 - Communications/public relations plan targeting trade and consumer (travel, lifestyle, print, broadcast and online media)
 - PR strategy for social and niche audiences such as Gay/Lesbian, wine & food etc
 - The proposal must include a budget estimate table for all proposed activities.
 - A detailed table presenting the estimated hourly team time allocation, (on an average monthly basis).
 - A proposed mechanism for a quarterly based activities report, which will include a proven methodology for measurement and ROI of communications investment.
 - The proposal may include any additional relevant materials (including video, stills, multimedia, etc).
- 4.2.4 A statement detailing customer references, in the required area of expertise, as abovementioned (Appendix C).
- 4.2.5 An Affidavit from the Bidder that all information presented is true and no relevant information has been omitted from this tender.
- 4.2.6 Confirmation of membership of appropriate professional standards body, including a membership certificate, if such a body exists.
- 4.2.7 **A Price Bid, proposing** the monthly retainer for the services to be provided, based on a minimum between 160 - 200 monthly hours of service (see Appendix

B).

- 4.2.8 All documentation required, as mentioned above in article 3.
- 4.2.9 Any additional information, and/or supplementary documentation that are relevant to support statements made in the proposal.
- 4.2.10 Resolution of the Board of Directors, or effective managers, of the Bidder approving and authorizing the Bid, as well as assuming all of the responsibilities and undertakings, as contemplated by the Tender and its appendixes.
- 4.2.11 An updated detailed company search printout, at the Registry of companies. (Printed within the 14 business days, prior to the submission of this document).

5. Submission of Proposals

- 5.1 The proposals must be deposited at the IGTO London offices in London, UK, and placed in the clearly designated tender box, in the following address, no later than **Tuesday, February 22nd 2011 by 3:00 pm.**

Tender Box- 6th floor
Israel Government Tourist Office
UK House
180 Oxford St., London
W1D 1NN

The Tender Box shall be clearly marked and available for submission of bids, from the 1st business day, after the date of the publication of this tender.

Any changes in the submission location, or procedures, shall be published on the tender homepage on: www.thinkisrael.com/UK-PR-tender.

- 5.2 **Bids may not be submitted by fax or e-mail. Any such submissions shall be disqualified.**
- 5.3 Bids must be submitted in 3 separate blank sealed envelopes with identical contents. Each envelope must contain 1 complete copy of the bid documentation.

Write only the number of the tender on the envelope: *"IMOT Tender 03/2011"*

5.3.1 A separate sealed envelope, containing the Price Proposal (appendix B, in its entirety) shall be attached to each copy of the bid, inside each of the 2 submitted envelopes.

5.3.2 The Bidder shall indicate the name of the person at his agency who will be the contact person for the IMOT regarding the participation in this tender, and supply all contact details (address, telephone, fax, e-mail) , accordingly.

This information shall be deposited in a separate sealed envelope and attached, on the outside, to each of the sealed proposal envelopes.

5.4 All Materials must be submitted in English.

6. Criteria for the Selection and Acceptance of Proposals

6.1 The selection of the winning Bidder shall be the result of a competitive process, comprising of 5 stages, at the end of which a score table will be tallied with the cumulative score of stages 2-5:

6.1.1 Stage 1: The Preliminary Screening Stage

The Tender Committee will examine whether the Bidder has met the pre-conditions, as described in article 3.

Only bids, meeting these pre-conditions shall qualify to proceed to stage 2 of the tender. This stage does not constitute a score in the initial or final scoring of the proposals.

6.1.2 Stage 2: Evaluation of the Bidder

The Tender Committee will evaluate the quality of the bidder, in accordance with the criteria described in the following table:

Selection Criteria Quality Factor	Max Score	Possible Score	Guidelines
Company Background	20%		
Bidder's Experience in executing tourism destinations PR campaigns.	8%	8% 6% 4% 2%	12 or more major projects 10-11 major projects 8-9 major projects 6-7 major projects * Major project – defined as a marketing campaign at of least 100,000 GBP annually.
Cumulative tourism PR experience of the staff that shall provide services to IGTO, on a regular basis.	5%	5% 3% 1%	20 years or more 17-19 years of experience 14-16 years of experience * Experience in years of PR services provision by the staff
Previous professional experience in long term service of National Tourist Boards and/or Regional Tourist Offices.	5%	5% 3%	4 or more NTO/RTO. 2-3 NTO/RTO. Long term experience – defined as at least 3 years of continuous service, and an annual account exceeding at least 100,000 GBP
Previous professional experience in working with the Jewish community in the UK and Ireland, which has an affinity to Israel, and constitutes potential tourists.	2%	2% 1% 0%	Experience - 3-4 major projects Experience - 1-2 major projects No experience. * Major project – defined as a marketing campaign of at least 20,000 GBP.
TOTAL SCORE STAGE 2:	20%	20%	

This stage will comprise 20% of the total score for the bid.

6.1.3 **Stage 3: Evaluation of the Written Proposal**

The Tender Committee shall evaluate the Bidder's PR strategy proposal, in accordance with the following criteria:

Selection Criteria	Quality Factor	Max Score	Possible Score	Guidelines
Quality of the Written Proposal		20%		
Research Paper		6%		The Tender Selection Committee will analyze the ability to research and analyze the relevant PR customers (consumers media, professional trade, Jewish, decision makers, celebrities, etc), and their compatibility with the market brief, and IGTO objectives.
Public Relations Strategy		14%		The Tender Selection Committee will analyze the written PR strategy, based on its proposed actions, anticipated results, and suggested budgeting, and compatibility with the market brief, and IGTO objectives.
TOTAL SCORE STAGE 3		20%		

This stage will comprise 20% of the total score for the bid.

6.1.4 Based on the review of the material submitted, and the combined score attained by the Bidders in stages 2 and 3, the Tender Committee shall rank and select the top 5 scoring Bidders, as qualifying Bidders to participate in Stage 4.

The minimum combined score required to qualify stages 2 & 3 and to continue to stage 4 shall be at least 28% out of the possible 40%.

6.1.5 **Stage 4: Evaluation of the Presentation-**

The Tender Committee shall evaluate the Presentation, given by the team that would handle the IMOT account directly, based on the following criteria:

Selection Criteria Quality Factor	Max Score	Possible Score	Guidelines
Frontal Presentation	25%		The Tender Committee shall evaluate the presentation based on its impression of the professionalism of the PR team, its knowledge of the UK and Irish media and customer markets, and the Israel tourism product, and its ability to answer the questions of the Tender Committee, to its satisfaction.
TOTAL SCORE STAGE 4	25%	25%	

The presentation shall be based on the written Public Relations Strategy plan submitted for stage 3, describing its planning and implementation.

This stage will comprise 25% of the total score for the bid

6.1.6 After completing stages 2 through 4, the combined cumulative scores of the qualifying Bidders, shall be finalized, and will comprise 65% of the total score of the bid.

6.1.7 **Stage 5: Evaluation of the Bid Price**

At this stage the sealed bid price envelopes will be opened.

This stage, which will be comprised from the proposed retainer fee, will comprise 35% of the total score for the bid.

The lowest bid will be used to calculate the score attainable for all the bids, and will receive the maximum score, serving as a benchmark for all other bids.

Selection Criteria	Max Score	Possible Score	Guidelines
Cost Factor	35%		
Quoted Retainer	35%		$\left[\left(\frac{\text{lowest-bid}}{\text{current-bid}} \right) \times 100 \right] \times 35\%$
Total SCORE STAGE 5	35%	35%	

IMPORTANT REMINDER: The maximum price bid of the annual retainer fee (12 months) shall not exceed 80,000£ (eighty thousand GBP).

6.2 The winning bid shall be the bid which has received the highest cumulative score detailed above of stages 2-5.

6.2.1 In case of a tied score between two or more bids, preference shall be granted to the Bidder with the higher score in stage 3

6.3 **Bidder Notification Timetable:**

The IMOT shall invite within 4 weeks of the final date of submission of bids, the top 5 scoring Bidders teams to make a presentation at IGTO office in London, UK. Each Bidder shall have 45 minutes for its presentation, followed by a 30 minute session of questions and answers.

The IMOT shall notify the Bidders, who have made a frontal presentation, of its final decisions, within 4 (four) weeks of the date of the oral presentation.

The IMOT reserves the right to extend these periods by advanced notice in writing, and/or by publishing updates on the tender homepage on: www.thinkisrael.com/UK-PR-tender .

7. Additional Terms and Conditions

7.1 The IMOT reserves the right to choose, at its sole discretion the proposal most advantageous to it or not to choose any proposal at all. The IMOT reserves the right to cancel the tender at any time. The IMOT reserves the right to request clarifications from the Bidders.

The IMOT shall not take into consideration any unreasonable proposal, and/or a proposal with missing details, and/or a proposal that does not qualify the pre-conditions of this tender.

7.2 This tender document, and/or its appendixes, and/or any attached document/s, may not be altered or changed. Any alteration, addition, or disagreement(s) stated and/or filed (either in writing or in verbal form), may lead to the disqualification of the bid by the Tender Selection Committee in accordance with the Israel Tender law.

7.3 The IMOT reserves the right, in whenever and wherever circumstances it sees fit, to independently initiate public relations operations and/or use other PR agencies, as it sees fit, at its sole and exclusive discretion.

7.4 The IMOT reserves the right to negotiate the conditions and terms of the agreement with

the selected Bidder. Should the negotiations result in any changes to the conditions, the relevant documentation shall be amended and signed by the Bidder, the words "final" to be added to the appendix heading. The original Tender Documents shall not be amended.

- 7.5 The winning Bidder will be required to sign the attached agreement (Appendix C), which is a part of the Tender's documentation.
- 7.6 The English language tender document, brief, agreement and all other documentation, will have precedence over any other language governing this tender, agreement/s, or all other documentation.
- 7.7 This Tender, and all matter arising there from shall be governed in accordance with the Laws of the State of Israel. In the event of any disputes regarding the Tender, the competent courts of the State of Israel, District of Jerusalem, shall have exclusive jurisdiction in all matters arising out of it, unless the parties agreed otherwise and this is subject to the approval of the Ministry of Justice of the State of Israel.
- 7.8 All announcements and updates shall be publicized only on the dedicated tender webpage that may be accessed by logging on to: www.thinkisrael.com/uk-PR-tender.

APPENDIX A

Marketing Brief for UK (including Scotland and Northern Ireland), and the Republic of Ireland

UK Market Background

Despite a declining economic climate the travel industry in the UK has proved resilient throughout 2009 losing 10% of its volume with a future expectancy of market stagnation for 2010.

Average tourism spend has decreased by 8% and large companies have merged and consolidations have taken place.

The general atmosphere in the travel industry is a hopeful one, while the significant tour operators and retail chains are optimistic about 2010/2011. Even in light of the British Governments economic deficit, expected increase in taxation and the curtailment of government budgets.

Travel to Israel from the UK

Please see data below for inbound UK travel numbers fluctuations for the past 5 years.

Up to June of 2010 the inbound travel from the UK to Israel was approximately 101,074 which represented a ~8% increase over the same period in 2009, but a 7% decrease compared to the same period in 2008. This is in line with the overall outbound decrease experienced from the UK and therefore not in relation to any “crisis” concerned with Israel in particular.

IGTO London Target Market

Demographic:

- Middle – upper end of the market
- Discretionary income allowing for at least 1 overseas yearly vacation.
- 35-65 year old ABC market
- Well informed and well educated, interested in broadening horizons and experiences
- Travel packages would vary but begin with a minimum of £1,000+ per person

The IGTO London Market Proposition

Nick-named **“Israel’s Hidden Gems** the IGTO is proposing products with diversity of opportunities and itineraries through experiential holidays. This proposition is proposed on the basis of Israel USP’s which are cultural, historical, religious, spiritual and other diversified opportunities exposing centuries of time from the biblical to the present, all available in a modern and small Westernized country.

IGTO London Market Priorities

- UK trade market developments and – developing contacts with niche market operators
- Expanding and developing travel agent “retail” contacts
- Christian Market Development
- Jewish Market
- Irish Market
- Eilat Market Development

Marketing Objectives

- Increase bookings by 15% annually
- Increase Christian travel by 25% annually
- Support existing niche and specialist tour operators with sales through advertising and retail related activities

Advertising

- An annual £1M expenditure targeting the discerning British tourist seeking new destinations which may provoke their senses and expand their horizons.
- Creative based on Gems of Israel – more information may be downloaded at http://www.thinkisrael.com/Tourism_Euk/Tourist+Information/Discover+Israel/Hidden+Gems.htm
- Separate niche advertising in Christian, Gay, Jewish and Irish markets

PR Requirements

- Develop and maintain a continuous dialog with travel trade press and consumer press
- Specialize in the Jewish & Christian market
- Development of travel market relations

PR Message

The PR will be in line with the IGTO London proposition to the market in general, please see above market proposition .

UK Incoming numbers to Israel

In bound travel to Israel from the UK

<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
161,154	171,915	191,795	181,206	178,848

APPENDIX B

Bid Price Proposal Form – Tender 03/2011

We, the undersigned _____, being duly authorized to sign this proposal on behalf of the Agency _____, declare hereby that we have read and understood the TENDER and its obligations, and we hereby submit our price bid proposal.

a) Retainer

The proposed annual fee is: _____ GBP £.

The retainer shall include all services required and mentioned in the agreement (Appendix F), and day-to-day expenses including but not limited to, all overhead costs, monitoring charges, out of pocket expenses, research, activity reports, telecommunication, faxes, copies, shipments and travel within the UK (including Scotland and Northern Ireland), the Republic of Ireland or any other territory as may be required for the proper performance of the Agency's duties under this Agreement, and creative fees.

b) Our company shall supply at least _____ hours of monthly services to IGTO-London, out of which at least 25% shall be supplied by the senior account expert.

Lets not get over entangled – we want a minimum. If they give extra hours then we earn more for fee – cannot recalculate every 0.0001% of the score.

c) Hereby attached is a copy of the detailed table presenting the estimated hourly team time allocation, (on an average monthly basis, as shown in the proposal).

IMPORTANT REMINDER: The aggregate yearly retainer, i.e. maximum price bid, shall not exceed 80,000£ (eighty thousand GBP).

Name of agency

Signatures

Sworn and Subscribed before me this _____, 2011.

Signature

APPENDIX C
Statement - Experience of the Bidder

I the undersigned _____ national ID# _____, declare that:

1. I have performed Tourism Destination Management PR Strategies and Campaign services, as follows:

- a. Receiver of services: _____
Beginning of Service: _____ End: _____
Scope and nature of services: _____

Reference: _____
Contact Details: _____
- b. Receiver of services: _____
Beginning of Service: _____ End: _____
Scope and nature of services: _____

Reference: _____
Contact Details: _____
- c. Receiver of services: _____
Beginning of Service: _____ End: _____
Scope and nature of services: _____

Reference: _____
Contact Details: _____

d. Receiver of services: _____
Beginning of Service: _____ End: _____
Scope and nature of services: _____

Reference: _____
Contact Details: _____

e. Receiver of services: _____
Beginning of Service: _____ End: _____
Scope and nature of services: _____

Reference: _____
Contact Details: _____

Additional references and information if needed

Signature

Date

APPENDIX D
Affidavit – Conflict of Interests

Affidavit of _____ (fill in as required).

Affidavit:

On behalf of _____ (company/entity), I swear that _____
_____ (company/entity) is not contracted to provide, or involved in any way
with destinations considered competitive with the State of Israel, i.e. Greece,
Egypt, Jordan, Syria, Turkey, Cyprus and the Palestinian authority, and shall not
do so for one year following termination of any agreements with the Israel
Ministry of Tourism.

Signature

Sworn to and Subscribed before me,
This _____ day of _____, 2011.

Solicitor

APPENDIX E
Affidavit

Affidavit of _____ (fill in as required).

Affidavit:

I _____ after being duly sworn, according to law, depose and say the following:

1. All information presented is true and no relevant information has been omitted from this tender.
2. The Bidder is not the subject of receivership and/or bankruptcy and/or winding-up and/or debt settlement proceedings – permanent or temporary – and is not aware of any intent by a third party to file for such proceedings as a result of the Bidder's default on any debt, and the Bidder itself has no intent to file or apply for such proceedings.
3. There is no outstanding or pending criminal procedure or prior conviction against the Bidder, its officers or any company controlled by it or its officers' or any previous company, under whose name the company operated during the preceding 5 years for a felony offense – including avoidance of tax, money laundering, payment or receipt of a bribe, or fraud or deception.

Signature

Sworn to and Subscribed before me
This _____ day of _____, 2011.

Solicitor

APPENDIX F

Draft Agreement

THIS AGREEMENT is made and entered into as of the ____ day of _____ 2010

By and Between:

THE GOVERNMENT OF ISRAEL, The Israel Ministry of Tourism (Hereinafter called "IMOT") on behalf of the State of Israel represented by the Israel Tourist Government Office in London (Hereinafter called the "IGTO" or "IMOT/IGTO").

of the one part

A n d:

Mr. ----- on
behalf of ----- Ltd
----- Street =====
(Hereinafter called the "Agency")

of the other part

WITNESSETH THAT WHEREAS:

- A. The IMOT has invited proposals to provide the IMOT/IGTO with Public Relations Services, to promote outbound tourism to Israel, as detailed in the attached Tender documents marked Appendix A (**tender document will be attached in final agreement**);
- B. Following the selection process conducted pursuant to IMOT Tender no. 03/2011 (Herein called the "**Tender**"), the Agency was selected as the party to be engaged in order to provide the services described in the tender and in this Agreement. The agency's proposal is attached and marked Appendix A. This proposal is an inseparable part of this Agreement and may be referred to the case of any dispute.
- C. The Agency declares that it has the knowledge, necessary standards, diligence, experience, skills, expertise, equipment and professional personnel required for the execution of this Agreement;
- D. The IMOT is willing to engage the Agency and the Agency agrees to be engaged and carry out the obligations contained in this Agreement subject to the terms and conditions of this Agreement.

THEREFORE, the parties hereby agree as follows:

1. General - Services

- 1.1 The agency shall prepare and execute, in accordance with periodical IMOT/IGTO marketing and activity briefs, and available budget, a Public Relations strategy, including Public Relations activities, in the UK (including Scotland and Northern Ireland) and the Republic of Ireland for the purpose of promoting tourism to Israel.
- 1.2 The Public Relations strategy and activities shall include, but shall not be limited to the following (Hereinafter called “**the Services**”):
- Planning and executing of PR events to the end consumer and tourism trade companies and professionals;
 - Creating and managing long term relationship with tourism trade companies and professionals;
 - Creating and managing a long term relationship with mass media publications and journalists/individuals decision makers;
 - Pitching articles and news announcements / bulletins to journalists, and different media (interactive printed, TV, Radio and other relevant mass media);
 - Assisting in planning journalist trips to Israel;
 - Promoting Israel to celebrities and public opinion makers;
 - Speech writing for the IGTO director and its staff;
 - Assisting and advising in creative advertising design;
 - Crisis management assistance;
 - Assisting in writing marketing material / articles.
 - Assisting and negotiating in co- Branding projects.
 - Any additional activities or assignments, according to the marketing goals and the budget at a given time, and as may be needed.
- 1.3 The following Agency employees shall be directly providing, and working directly with IGTO, throughout the period of this agreement.
1. Mr. /Ms. _____ will be the director of the Agency team handling the IMOT/IGTO account throughout the period of this agreement, and will supply at least 25% of the work hours. Mr./Ms. _____ Shall be the account executive.
 2. Mr./Ms. _____ will perform the following service: to be filled upon signatory.
 3. Mr./Ms. _____ will perform the following service: to be filled upon signatory.

4. Mr./Ms. _____ will perform the following service: to be filled upon signatory.

1.4 The IMOT/IGTO reserves the right, in whatever circumstances it sees fit, to independently initiate public relations operations and/or use other PR agencies, as it sees fit, at its sole and exclusive discretion.

2. Terms of Agreement

- 2.1 This Agreement is made for 3 year (36 months) years from _____ till _____. The IMOT has the right to extend this Agreement for two more periods, of one year (12 months) each under the same conditions, for a total of no more than 5 years (60 months).
- 2.2 The IMOT/IGTO shall give written notice to the Agency 30 days before the expiry or termination of this Agreement, or any extension of it.
- 2.3 Notwithstanding the above, either party may terminate this Agreement, or an extension of it, in accordance with the provisions of article 10, and its sub-articles.

3. Briefing, Proposals, Authorization, and Summary Reports

- 3.1 The IMOT/IGTO will brief, and inform the Agency in writing, from time to time, of its objectives and requirements. The Agency shall provide any and all information the IMOT/IGTO considers useful or necessary in connection with the intended activities.
- 3.2 On the basis of the information obtained under article 3.1 and subject to IMOT/IGTO objectives and requirements, the Agency shall submit on a regular annual basis, an annual work plan proposal, (the first of which shall be submitted within 21 working days from the date of the signature of this agreement), and submit it to the IMOT for authorization. The proposal will include:
- 3.2.1 A Plan of Action (including a detailed time table);
- 3.2.2 Relevant media and PR targets – such as personages, newspapers, online sites, TV stations, etc. (any recommendation will include circulation data, target audience, predicted GRP, TRP, etc, of that particular media target);
- 3.2.3 A detailed interactive social networks strategy plan;
- 3.2.4 Any and all other suggestions that agency sees fit to propose to IMOT/IGTO.
- 3.3 If the IMOT/IGTO rejects the Annual Work Plan, in part or in whole, the Agency shall

adjust the proposal within 15 working days, in accordance with the guidelines of the IMOT/IGTO, and shall submit the adjusted proposal to the IMOT/ IGTO for its approval.

3.4 **The Agency shall not proceed with the execution of any activity involving the expenditure of money, without prior written authorization signed by the authorized IMOT/IGTO personnel.**

3.5 During the planning and execution of all services, the Agency shall, at all times:

3.5.1 Work diligently to promote tourism in Israel.

3.5.2 Carry out the services as defined at article 1.2 of this Agreement.

3.5.3 In all matters act loyally and faithfully towards IMOT/IGTO.

3.5.4 Obtain the prior approval of IMOT/IGTO in respect of the following:

- Draft press releases articles photographs and captions;
- Copy, layouts, artwork and/or scripts;
- Additional issues, as will be agreed upon.

3.5.5 Advise IMOT/IGTO and provide regular reports of all meetings discussions and correspondence with representatives of the media concerning tourism in Israel. Together with each report, the Agency will include (at its own cost) clippings (printed media TV and radio and internet) from any media coverage secured during the period covered by the report.

3.5.6 Use its best endeavors not to exceed any cost estimate, and use any cost estimate only in the performance of the Services.

3.5.7 Attend meetings where required and travel throughout the UK (including Scotland and Northern Ireland) and the Republic of Ireland as necessary including during “unsocial” hours such as evenings, weekends and public holidays.

3.5.8 Respond to press enquiries on a timely basis in consultation with IMOT/ IGTO.

3.6 The IMOT/IGTO shall notify and/or authorize in writing any changes, delays or cancelation of projects in progress. The Agency shall carry out such new instructions on optimum terms for the IMOT/IGTO and promptly contact media and other suppliers in order to minimize any costs involved, as far as practicable.

The IMOT shall bear the resultant costs providing that they are reasonable and proper as specified and agreed upon in a prior written estimate presented to it by the Agency.

- 3.7 The IMOT shall reimburse the Agency for all expenses and costs that have already been reasonably and properly incurred, approved in writing, all of which are to be included in the above-mentioned estimate.

4. Agency Remuneration, Fees, Expenses, and Oversight by IMOT/IGTO

4.1 Retainer:

The IMOT will pay the Agency, a monthly retainer of [REDACTED] £ per month.

4.1.1 The Agency shall provide at least _____ of working hours per month on IGTO London's account. The account executive, Mr./Ms. _____, shall be at the disposal of IMOT/IGTO, at all reasonable times.

4.1.2 The retainer shall include all services provided by this agreement, and day-to-day expenses including but not limited to, all overhead costs, monitoring charges, out of pocket expenses, research, activity reports, telecommunication, faxes, copies, shipments and travel within the UK (including Scotland and Northern Ireland), the Republic of Ireland or any other territory as may be required for the proper performance of the Agency's duties under this Agreement, and creative fees.

4.1.3 The retainer shall not include the reasonable and proper additional expenses, subject to prior written approval by IMOT/IGTO, incurred as part of an activity and/or project performed by the Agency for the IMOT/IGTO.

4.1.4 All additional expenses, such as but not excluding, flights, accommodations, and per-diem, must be reasonably and properly incurred as part of an activity and/or a project and be approved in advance in writing by the IMOT/IGTO.

IMOT shall at its sole discretion pay any expenses for which prior approval was not sought under 4.1.3.

5. Invoicing and Payment

5.1 Invoicing:

5.1.1 The Agency shall supply IMOT/IGTO appropriate invoices, receipts and all supporting documentation and/or other substantive proofs of performance, for approved activities (including photocopies of all third party invoices).

5.1.2 The Invoices shall be submitted to IMOT, once a month on the XX of every month, by the agency for work which has been performed, for the following components:

- 5.1.2.1 Retainer fee.
 - 5.1.2.2 Special charges, if performed and pre-authorized in writing by IMOT/IGTO.
- 5.2 Payment shall be made by IMOT within 30 (thirty) days of the date of receipt of an appropriate invoice, subject to receipt of all appropriate supporting documentation, by IMOT/IGTO,
- 5.2.1 Payment shall be made, by a bank wire transfer, as detailed in the attached supplier form, submitted by the company to IMOT.
Payments shall **not**, under any circumstances, be made in cash.
 - 5.2.2 No payment, of any sort, shall be made in advance.

6. Intellectual Property

- 6.1 Intellectual Property (which shall include any copyright, design rights, registered design rights, patent, performance property rights, trade mark, data base rights or any similar right exercisable in any part of the world, including any applications for registration therefore) in all items in which Intellectual Property is capable of subsisting, which are prepared by or for the Agency in connection with or as part of the Services provided according to this Agreement, and in any designs or working material (including, without limitation: advertising material, videos, texts, photographs, graphics any finished press releases and other press and PR material) executed from these items shall, unless otherwise agreed, automatically become, **vest in and remain at all times the sole property of the IMOT**, and the Agency shall **not** have any legal rights therein or thereto nor shall it have the right to use it or any part thereof for any purpose other than for and as part of Services given to IMOT.

It is hereby clarified that the foregoing provision of the Clause, does not apply to Intellectual Property in which Agency has rights which pre-date this Agreement, but which may nonetheless be used in providing the Services on a non-exclusive basis.

- 6.2 Where any Intellectual Property rights subsisting in any items as aforesaid are owned by third parties, then the Agency shall (in each case with the **prior written** approval of the IMOT/IGTO) employ its best endeavors to procure the transfer and assignment of such Intellectual Property rights from such third party to or for the benefit of the IMOT or (where applicable) to obtain such third party's license to the use of the said rights by the IMOT.

- 6.3 The Agency shall not, in performing services hereunder, infringe or otherwise violate the Intellectual Property rights of any third parties, or be in any other way contrary to law in the United Kingdom (including Scotland and Northern Ireland), the Republic of Ireland or elsewhere. Agency shall indemnify IMOT/IGTO for and hold it harmless from and against any and all claims of whatsoever nature including without prejudice to the foregoing all demands, actions, damages, losses and liabilities (including reasonable legal costs) arising out of any claim for such infringement or violation.
- 6.4 The IMOT/IGTO shall not provide the Agency with any material in violation of the Intellectual Property rights of any third party and Agency shall have no liability for the use thereof.
- 6.5 Nothing herein shall prevent the Agency from retaining copies of their work product and supporting documentation, subject to the confidentiality undertakings hereinafter.

7. Confidentiality

- 7.1 All data, ideas, concepts, information (verbal, written, graphic and/or computerized), documentation, graphics, videos, and reports delivered or brought to the knowledge of the Agency pursuant to this Agreement and all documentation, reports, data, graphics, videos and information and other items (including, without limitation, computerized programs, data and content, models and simulation) developed by Agency in the course of performing the Services hereunder (herein collectively – "Data and Information") and this Agreement, shall be treated at all times as secret and confidential, and the Agency shall not, without the prior written approval of the IMOT/IGTO, during the term of this Agreement and thereafter, disclose the said Data and Information or any part thereof to any person or entity, or utilize or make any use thereof, other than within and as part of the services pursuant to this Agreement, or unless obliged to do so by law.
- 7.2 During the whole agreement term and/or any extension of it, the PR agency shall treat any information received and/or acquired through the cooperation with the IMOT/IGTO as strictly confidential. This obligation shall be imposed on its employees, agents, and representatives and shall remain effective notwithstanding the termination of the contractual relationship.
- 7.3 This provision shall survive the termination of this Agreement and shall remain in full force and effect, following the completion of services.

8. Competitive Accounts

- 8.1 During the term of this Agreement and 12 months after termination, the Agency agrees and undertakes not to accept any tourism account and not to perform any Services for the following countries: Greece, Egypt, Syria, Jordan, Turkey and the Palestinian Authority.
- 8.2 For as long as it continues to provide Services to IMOT/IGTO, and for a period of 12

months following the termination of this Agreement, the Agency shall not without the prior written consent of the IMOT/IGTO (this consent may be given or withheld at the sole and absolute discretion of the IMOT/IGTO), be directly or indirectly engaged in providing any services to any party which would create or be in Conflict of Interest with respect to this Agreement (see article 8.1 hereof).

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9. Liability Insurance and Claims

- 9.1 The IMOT/IGTO is solely responsible and liable for the information supplied by it, regarding the services to be provided.
- 9.2 Subject to the responsibility of the IMOT/IGTO as specified above, the Agency shall be solely responsible for the acts and omissions of itself, its local agents, employees and representatives in the performance of this Agreement.
- 9.3 In the case that any claim or action is lodged/filed against the IMOT/IGTO or the Agency, based upon material prepared by the Agency, including for libel, slander, piracy, plagiarism, invasion of privacy or infringement of copyright, the party responsible according to article 9.1 or 9.2, respectively, will indemnify and hold the other party harmless with respect to any such claim of action.
- 9.4 **Professional Liability Insurance:**
The Agency shall at all times during the term of this Agreement and at least 12 months after its expiration, carry professional liability insurance for any and all liabilities which may arise from the performance of the services described in this agreement.
- The insurance policy coverage shall have an indemnity of no less than 1,000,000£ (one million GBP), for each occurrence and annual aggregate arising with respect to damages caused by errors and/or omission in the performance of the services.
- The professional liability insurance policy shall include cross liability provision/s and shall include coverage in connection with the Agency's employees or service providers, and loss of documents (including electronic information). The policy shall include a discovery period of 12 months following the end of the Insurance Term.
- 9.5 **Employers Liability Insurance:**
In connection with all of its employees and/or service providers engaged in the provision of the services, the indemnity liability with respect for each employee / each occurrence and annual aggregate under this policy shall be no less than 5,000,000£ (five million £).
- 9.6 **Third Party Insurance:**
For liabilities of the Agency toward third parties in connection with property damages or bodily harm damages with a limit of indemnity of no less than 5,000,000£ (five million GBP). For each occurrence and annual aggregate, The third party liability insurance policy will include a cross liability provision.
- 9.7 The Agency shall supply a written document and/or from the insurance provider, attesting to the coverage provided by the policies, in accordance with the above set terms

and amounts. These documents will be attached to this agreement as appendix X (to be filled at signing of agreement).

9.8 **Inclusions:** All of the above policies will include the following provisions:

9.8.1 The IMOT/IGTO London will be added as additional insured beneficiary for their rights and interests.

9.8.2 The insurance shall not be decreased or cancelled in any way without a prior written authorization to be given by IMOT/IGTO-London. Any such notification must be sent to IMOT/IGTO by registered mail, at least 45 days in advance.

9.8.3 A waiver of subrogation by the insurer against the IMOT and/or IGTO London and its employees.

9.8.4 The insured policies shall be primary and without right of contribution with respect to any other insurance which may be available for the protection of the IMOT/IGTO London additional insured.

9.8.5 The insurance costs will be borne exclusively by the agency. The Agency and only the Agency shall be responsible for the payment of the fees under such insurance policies, and any deductible under the insurance policies and under any obligation included in the insurance policies.

9.9 The insurance policy will be valid throughout the term of this agreement, and after its expiry for an additional 12 months.

9.10 The insurance provider will be a recognized and reputable insurance supplier and/or agency.

9.11 The Agency shall produce evidence that the above insurance policies are being properly maintained, upon the execution hereof, and whenever it is reasonably requested by the IMOT/IGTO. During the term, the Agency shall produce evidence of the renewal of the above insurance policies 14 days prior to the expiration of such policies.

9.12 The submission, or lack of submission of such insurance documentation, will not relieve the agency of any liability, and does not impose any accountability or liability on the IMOT/IGTO or any entity of its behalf,

9.13 The provisions of this section shall not derogate from the Agency's liability or the

IMOT/IGTO's rights under this agreement, or any law.

- 9.14 Both parties undertake to inform each other of any information or services given to the other that appear to be false or misleading.

10. Termination

- 10.1 The IMOT/IGTO may at any time, by prior notice in writing, terminate the Agency's engagement, without cause and without assigning any reason therefore, upon 30 days written notification to the Agency.
- 10.2 This Agreement shall terminate if the Agency goes into liquidation either compulsorily or voluntarily (save for the purpose of reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets or if the Agency makes an assignment for the benefit of or composition with its creditors generally or threatens to do any of these things or any judgment is made against the Agency or any similar occurrence under any jurisdiction affects the Agency.
- 10.3 Upon any termination of the Agency's engagement, the Agency shall immediately take steps to cease the provision of the Services in an orderly manner with all reasonable speed and economy, and it shall forthwith deliver to the IMOT/IGTO all the information, computerized data, creative materials, media planning charts, documentation (including computerized data) in its possession, custody or control (whether in the course of preparation or completed) in connection with the Services that were to be provided.
- 10.4 Upon any termination under Article 10.1 of the Agency's engagement, the IMOT/IGTO shall pay to the Agency such portion of the Fee as is commensurate with the Services properly performed by the Agency up to the date of termination, having regard to all the circumstances surrounding the termination.
- 10.5 Save as provided above, upon any termination of this Agreement by IMOT/IGTO howsoever arising, whether under Article 14 or otherwise, neither party shall be liable to the other for or in respect of any losses, damages, expenses or other claims arising out of or in connection with such termination, as well as for any consequential loss or damage including, without limitation, loss of profit and/or loss of contracts.
- 10.6 Subject to Article 10.5, any termination of this Agreement shall not prejudice or affect the accrued rights and claims that either party may have, and the provisions of articles 6, 7, 8, 9, 13, 14] shall survive and continue to have effect notwithstanding termination.
- 10.7 The Agency may not terminate its engagement hereunder except in the event of a material breach by the IMOT/IGTO of its obligations under this Agreement which is irremediable or, where remediable, which the IMOT/IGTO shall have failed to remedy (or to commence to remedy) within a reasonable time (but not less than 30 days) after receiving notice in writing from the Agency specifying the breach and requiring its remedy, or in

the event that payment has not been made within 3 months of its having been due under the Agreement; where justified as aforesaid, the Agency shall be entitled forthwith by written notice to the IMOT/IGTO to terminate its engagement.

11. Independent Contractor Relationship

- 11.1 The Agency acknowledges that it acts as an independent contractor on its own account and responsibility. This Agreement does not constitute the establishment of any partnership, nor an employer-employee relationship with the Agency or anyone employed by the Agency, but establishes the relationship of a supplier as an independent contractor and purchaser of specified services.
- 11.2 The Agency shall not act, nor represent itself, as the agent of the IMOT/IGTO.
- 11.3 The Agency is not and shall not be authorized to bind or commit the IMOT/IGTO in any way or manner whatsoever.

12. Assignment

- 12.1 The Company shall not, without the prior written consent of the IMOT/IGTO assign or delegate its rights and obligations under this Agreement, or any part thereof, to another or others, nor shall it sub-let the performance of the Services hereunder to any sub-contractor or sub-company, without such prior written consent.
- 12.2 The IMOT/IGTO shall have the right to assign its rights and obligations under this Agreement, in whole or in part, to any Israel Government entity which IMOT/IGTO may, at its sole discretion, appoint for the purposes of this Agreement.

13. Conflicts and Jurisdiction

- 13.1 In any case of contradiction between the terms of the Tender and the terms of this Agreement, the Agreement shall prevail.
- 13.2 In the event of any contradiction or inconsistency between the provisions of the Proposal and the provisions of this Agreement including, but not limited to the provisions of the proposal regarding remuneration, the provisions of this Agreement shall prevail.
- 13.3 Without prejudice to the IMOT's rights for referring the dispute to other judicial authorities or arbitration, in the event any disputes may arise from the interpretation or performance of this Agreement, such disputes shall be adjudicated under Israeli law, in the city of Jerusalem by an Israeli Court of Law, unless the parties agreed otherwise and this subjected to the approval of the Ministry of Justice of the state of Israel.

14. Observation of Laws

- 14.1** In performing its duties and obligations under this Agreement the Agency shall observe and comply with all applicable laws and regulations (including all tax related laws and regulations) of the State of Israel, and of all applicable laws, regulation of the UK (including Scotland and Northern Ireland) and the Republic of Ireland and/or the European Union; provincial and/or municipal laws and regulations.
- 14.2** The IMOT does not make any representations to the Agency regarding the UK (including Scotland and Northern Ireland), the Republic of Ireland and/or European Union, and/or Israeli taxation and the Agency alone shall be responsible to pay and discharge all the tax liabilities it may have in the UK (including Scotland and Northern Ireland), the Republic of Ireland, the European Union and/or Israel.

15. Miscellaneous Provisions

15.1 Headings:

The descriptive headings of the several articles and paragraphs of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

15.2 The Tender:

Upon the signature of this Agreement the parties agree that the TENDER (following which this Agreement was entered into) accomplished its objectives, and is therefore hereby terminated with prejudice, to the effect that neither party hereto shall have any rights or claims against the other arising out of the TENDER.

15.3 Entire Agreement:

This Agreement (including the Appendices thereto and other attachments) includes the entire agreement between the parties hereto with respect to the transactions contemplated thereby.

15.4 Amendment:

This Agreement may not be amended except by an instrument in writing duly signed by all the parties hereto.

15.5 Language:

The language governing the relations of the parties to this agreement will be English. If this agreement has other language versions, the English version will have precedence over all other language versions.

15.6 Force Majeure:

Both parties will be released from their respective obligations in the event of national emergency, war, prohibitive governmental regulations or if any other cause beyond the reasonable control of the parties renders performance of this Agreement impossible whereupon all money due to either of the parties shall be paid immediately.

15.7 Severance:

In the event that any provision of this Agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable [or indications of the same are received by either of the parties from any relevant competent authority] the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of IMOT and/or IGTO it may be severed from this Agreement or the remaining provisions of this Agreement shall remain in full force and effect unless IMOT and/or IGTO in IMOT and/or IGTO's discretion decides that the effect of such declaration is to defeat the original intention of the parties in which event IMOT and/or IGTO shall be entitled to terminate this Agreement by [30] days notice to the Agency.

16. Addresses and Notices

16.1 The addresses of the parties hereto for the purpose of this Agreement (subject to any notice of a change of address which one party may give to the other) are:

16.1.1 Of IMOT/IGTO: Mr. Rafi Shalev
Director

Israel Government Tourist Office
UK House
180 Oxford St., London W1D 1NN

16.1.2 Of Agency: **To be filled before signature**

16.2 All notices under this Agreement shall be in writing, properly addressed as above and duly stamped, and they shall be deemed to have been delivered:

16.2.1 If delivered by hand or transmitted by Fax – on the first working day following the day on which the notice was so delivered or transmitted; and

16.2.2 If sent by mail (other than e-mail) – five (5) days after it was posted by registered mail properly addressed, postage prepaid.

In witness thereof, the parties sign this agreement on the aforesaid dates and places:

Israel Ministry of Tourism

Agency

Director General

IMOT Accountant

London IGTO Director