



משרד התיירות הוראות המנהל הכללי



כ"ה אלול תשס"ט
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חוזר מנכ"ל מס' 11

Introduction by the Director General The Israel Ministry of Tourism

Dear tourism trade colleagues.

In the past several years, Israel has experience a tremendous growth in incoming tourism. It has been a long standing policy of the Ministry to assist tourism trade entities with their effort in marketing Israel as an outstanding and unique destination. This assistance has also been backed by our wide array of marketing efforts.

As we wish to expand our marketing investment, with the goal of reaching 5 million tourists in the near future, we cordially invite you to establish a new marketing cooperation, or continue our existing marketing cooperation.

This procedure will be subject to the allocation of an available budget, to the laws, regulations and established procedures of the State of Israel, and is subject to change without prior notice.

Faithfully yours,

Noaz Bar Nir
Director General



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Procedures for A Marketing Cooperation Agreement – 2009-2010

1. Purpose

The purpose of this procedure is to regulate Marketing Cooperation Agreements between the Israel Ministry of Tourism (hereinafter "IMOT") and/or its overseas Israel Government Tourism Offices (hereinafter "IGTO"), and between tourism wholesalers, retailers, airlines, and different operators (hereinafter "Agents") around the world.

IMOT conducts a variety of marketing activities with the aim of promoting incoming tourism to Israel. These activities are aimed at encouraging the direct marketing and sales of the Israel incoming tourism product in various countries around the globe -- thus increasing Israeli tourism product availability, and facilitating the marketing of the destination and the arrival of potential tourists to the country.

The goal of the IMOT is to enlarge the scale of comprehensive and competitive marketing channels promoting and selling the Israel tourism product on a continuous basis. In addition, this initiative is aimed at encouraging competition which will influence package prices, and subsequently enable more attractive deals on tourist packages to Israel for the final consumer/customer, thus increasing motivation and encouraging incoming tourism to Israel.

Following the general increase in incoming tourism to Israel, and based on a long standing tradition of effective marketing through marketing cooperation with the tourism industry, IMOT will therefore continue to assist tourism agents through Marketing Cooperation Agreements.

2. Marketing Cooperation Agreement – Definition, Procedures and General Conditions

- a. A Marketing Cooperation Agreement (hereinafter: "Agreement") is an agreement aimed at cooperation in marketing the Israel incoming tourism product, entered upon and signed by the IMOT's Head Office in Jerusalem, or one of its overseas Israel Government Tourist Offices (IGTO), with an Agent.
- b. Agents will be recognized by IMOT as those entities which are airlines, wholesalers, travel agents or religious decision makers. An agent wishing to sign an agreement with the IMOT or an IGTO must have a proven record or potential of selling the Israel tourism product to incoming tourists.

3. Entering into an Agreement Procedure

- a. The decision of IMOT whether to accept or decline an agreement is solely at the discretion of IMOT/IGTO, and is based on this procedure and, in general,

in accordance with IMOT marketing policy, economic and marketing conditions, and incoming tourism traffic potential from the specific country, in particular.

- b. IMOT also reserves the right to limit the commitments made, as stated in this procedure, in accordance with IMOT policy and budget allocation made available for this purpose, which are subject to change without prior notice.**
- c. Any agreement negotiated by the relevant IGTO director, or an IMOT authorized staff member, must be submitted with a recommendation to the IMOT Head Office.
- d. IMOT Head Office in Jerusalem will consider the recommendations of the authorized staff member or IGTO director, and will either confirm it in whole, in part or postpone its confirmation, pending further negotiations with the agent. IMOT Head Office may also decline confirmation of a proposed agreement.
 - **All of IMOT Head Offices' considerations will be in accordance with the relevant Laws, Regulations and established legal procedures of the State of Israel, and its decisions will be final.**
- e. Only after receiving explicit written authorization and confirmation from the IMOT head office, will an IGTO Director or an IMOT authorized staff member sign an agreement with an agent.
- f. The agents will be required to sign the standard Marketing Cooperation Agreement (appendix 1) defining general and specific terms and conditions for cooperation under the Marketing Cooperation Agreement.

Marketing Cooperation Agreement: Terms and Conditions:

- a. The terms of an agreement must include marketing activities as established through this cooperation, IGTO participation (in percentages and in fixed sums), other relevant marketing activities by the agent only, terms of payment and conditions as stated in the Agreement.
- b. Agreements will be established only with agents who promote or sell land packages to Israel.
 - **New Agents** – those who have never sold or actively marketed the Israeli product, or Israel as a tourism destination.



משרד התיירות הוראות המנהל הכללי



- **Existing Agents** – those who are actively selling or marketing, or have sold the or marketed the Israel product within the last 2 years, at least.
- c. IMOT/IGTO payment will not exceed 50% of the combined promotional activities costs.
- d. Agents are required to supply IGTO with additional information as follows:
 - Agent profile (appendix 2);
 - Marketing plan detailing timetable and costs for media and other marketing activities
- e. All agreements with agents must be fully signed by all of the respective signatories, and will be considered valid only after receipt by IMOT/IGTO of a fully signed agreement by both IMOT/IGTO and the agent. Only expenses incurred by an agent following full signature of the Agreement, will be recognized by IMOT/IGTO.
- f. Payment to the Agent will be made in accordance with the terms and conditions as stated in the signed Agreement.
- g. No Agreement shall create any form of partnership or joint venture between IMOT/IGTO and an agent, and all activities and commitments made by an agent in pursuance of an Agreement shall be the sole responsibility of the agent concerned, with no liability on the part of IMOT/IGTO.

4. General

- a. The above mentioned terms and conditions are available and apply to all interested agents entering into a signed Agreement according to this procedure between August 15th, 2009 to December 31st 2010.
- b. For further information, please contact your local Israel Government Tourist Office as listed on:
http://www.goisrael.com/Tourism_Eng/Tourist+Information/Information+Centers/Around+the+World.htmv