

Tender for Joint Advertising

THE CROATIAN NATIONAL TOURIST BOARD - MAIN OFFICE, Ibllerov trg 10/IV, 10000 Zagreb, announces a

TENDER

On the Allocation of Funds for Joint Advertising in 2008 for Its Members within the Croatian National Tourist Board System and for Foreign Tour Operators

1.

The Croatian National Tourist Board (CNTB) will conduct joint advertising in all markets.

2.

The Main Office of the CNTB has set aside an total amount of 12,000,000 Croatian kuna (twelve million Croatian kuna) for joint advertising that will be apportioned on the basis of this tender.

3.

Priority consideration for allocation of funds will be given to proposed media plans previously coordinated between business entities, the system of tourist boards and foreign tour operators, on which the professional staff of the Main Office will decide. The coordinators of the activities for media plans at the county level are the tourist board of that county and representatives of the CNTB abroad.

4.

Specialized associations (KUH, HUH, marina associations, UHPA, etc.) will be treated as corporate members from business.

5.

Model I:

The Main Office of the CNTB will apportion funds with Croatian entities on the basis of 1+1+2, which means:

- 25% of the funds will be apportioned to the CNTB;
- 25% of the funds will be apportioned to the tourist boards of counties, cities, districts and towns;
- 50% of the funds will be apportioned to business entities.

6.

Model II:

The Main Office of the CNTB will apportion funds to Croatian entities and a foreign tour operator on the basis of four for the Croatian side (1+1+2) and four for the foreign tour operator, which means:

- 12.5% of the funds will be all apportioned to CNTB;
- 12.5% of the funds will be apportioned to the tourist boards of counties, cities, districts, and towns
- 25% of the funds will be apportioned to business entities, which makes up 50% of the overall funds that are apportioned, and the other

- 50% of the funds will be apportioned to the foreign tour operator.

7.

Model III.

The Main Office of the CNTB will apportion funds to Croatian business entities on the basis of three for the Croatian side (1+2) and three for a foreign tour operator, which means:

- 16.7% of the funds will be apportioned to CNTB;
- 33.3% of the funds will be apportioned to the business entities, which makes up 50% of the overall funds to be apportioned, and the other
- 50% of the funds will be apportioned to the foreign tour operator.

8.

Model IV.

The Main Office of the CNTB will apportion funds to tourist boards of counties, cities, districts, and towns within the CNTB system on the basis of 1+1, which means:

- 50% of the funds will be apportioned to CNTB, and
- 50% of the funds will be apportioned to the tourist board concerned.

9.

Advertising will be carried out according to an approved media plan that will comprise an integral part of this contract. All participants in the joint advertising will sign the contract, but the operational activities of coordination will be carried out by the CNTB and the tourist boards of the counties.

10.

The funds with which the Main Office of the CNTB participates in each individual contract will be paid to the Contractor upon presentation of the required documentation for the total amount of work performed.

11.

Contractors under this agreement can be the Main Office of the CNTB, tourist boards within the CNTB system, foreign tour operators, business entities, and promotional agencies.

12.

For all payments by the CNTB to the Contractor, the following valid documentation will be required:

- A signed contract whose mandatory integral part is an approved media plan;
- Original examples of the published advertising;
- Advertising in which funds of the CNTB participate must contain the CNTB logo, except in news reporting;
- Original bills, or copies thereof, from the supplier.

13.

All billings for joint advertising in 2008 must be delivered to the Main Office of the CNTB no later than 15 December 2008 so that it may be paid during the 2008 accounting year.

In the event that billings are delivered after 15 December 2008, they will not be paid to the Contractor and will be returned.

14.

The CNTB will have no obligation to pay a billing for advertising that does not contain the CNTB logo, or for advertising that is not in accordance with this contract.

15.

Priority consideration will be given to apportioning funds to tour operators that include a pre-season which begins at the latest on the Easter holidays and a post-season that ends at the earliest in the third week of October 2008.

16.

The system of tourist associations can submit bids under Model IV with 50% of the overall tender funds for joint advertising if the remaining 50% are tendered for Models I, II, and III. Approval of funds under Model IV directly depends on the overall amount of funds committed in the first three Models and may not at any time exceed 50% of those funds in the final calculation.

17.

Companies that owe accommodation taxes and tourist board membership dues may not participate in the Tender for the Allocation of Funds for Joint Advertising in 2008.

18.

The Main Office of the CNTB Tender for the Allocation of Funds for Joint Advertising will be published internally on the Internet webpage of the CNTB (www.croatia.hr) and on the Intranet pages of the CNTB. The CNTB will publish the announced tender in writing to the system of tourist associations, business entities, CNTB representative offices abroad, and foreign tour operators of by 1 November.

19.

The deadline for submitting bids is 31 December 2007. Submissions must specify the Model for which the bid is being submitted, and they must include: written confirmation by all participants in the bid, the contact information of signatories for all participants in the bid, and a coordinated media plan for the bid. All bids must be submitted in writing to the following address:

**Croatian National Tourist Board
Central Office
Iblerov trg 10/IV
10000 Zagreb**

and marked "Tender for Allocation of Funds for Joint Advertising in 2008 ".

20.

The deadline for the approval of funds will be 15 January 2008 at the latest.

Contracts for Joint Advertising

CONTRACT EXAMPLE I - CNTB, system of tourist boards of counties, cities, districts, and towns, and Croatian business entities

**Croatian National Tourist Board, Iblerov trg 10/IV, 10000 Zagreb
represented by mr. sc. Niki Buliću, Director
(hereafter: CNTB)**

and

**Tourist Board of _____ county, city, district or town
(address)
represented by _____
(hereafter: TZŽ, TZG, TZO, TZM)**

and

**Company / Association
(address)
represented by _____**

and

**Promotional Agency
(address)
represented by _____**

have concluded on _____ 2008 the following

CONTRACT No.:

Article 1.

The Croatian National Tourist Board, TZŽ, TZG, TZO i TZM, company/association and the promotional agency are concluding this Contract on fulfilling obligations that arise from joint advertising and co-financing of the contracting parties for the _____ **market.**

Article 2.

All signatories to this Contract from the Croatian side are obligated to co-finance the participation in joint advertising in a total amount of _____ **kn** as follows:

- CNTB participates with _____ kn (25 %),
- TZŽ, TZG, TZO, TZM participate with _____ kn (25 %),
- Company/association participates with _____ kn (50 %).

After publication of the advertising, the promotional agency will, with the presentation of the required documentation, charge the participants in co-financing for the appropriate amount.

All amounts above are gross amounts.

Article 3.

Advertising will be published according to an approved media plan, which comprises an integral part of this Contract. All participants in the joint advertising will sign this Contract, but the operational aspects of coordination will be carried out by the CNTB and the tourist board of the county. The deadline for approval of funds will be 15 January 2008.

Article 4.

After performing the advertising, the promotional agency will charge all of the other contracting parties for the amounts from Article 2 above.

Article 5.

The obligation to make payment arising from Article 2 of this Contract will be discharged on the basis of the required documentation of completed work and payment issued by the promotional agency.

Required documentation includes:

- > A signed copy of this Contract, whose integral part is the media plan;
- > Originals or copies (advertisement and front cover of a magazine) of the advertisement - advertisement or advertisements must contain the CNTB logo, except in news reporting.

Article 6.

All billings for joint advertising in 2008 must be delivered to the Main Office of CNTB no later than 15 December 2008 so that they can be paid in the 2008 accounting year.

In the event that billings are delivered after 15 December 2008, they will not be paid to the Contractor and will be returned.

Article 7.

The CNTB will have no obligation to pay a bill for advertising that does not contain the CNTB logo, except in news reporting, or for advertising that is not in accordance with the contracted media plan.

Article 8.

The contracting parties agree that they will attempt to resolve any disputes amicably, but if this is not possible the competent judicial authority shall be the Commercial Court in Zagreb.

Article 9.

This Contract has been executed in 8 identical copies, of which each party shall keep 2 (two) copies.

Croatian National Tourist Board

TŽŽ, TZG, TZO, TZM

Company / Association

Promotional Agency

CONTRACT EXAMPLE II– CNTB, tourist boards of counties, cities, districts and towns; Croatian business entities, and a foreign tour operator

**Croatian National Tourist Board, Iblerov trg 10/IV, 10000 Zagreb
represented by mr. sc. Niki Buliću, Director
(hereafter: CNTB)**

and

**Tourist Board of _____county, city, district, or town
(address)**

**represented by _____
(hereafter: TZŽ, TZG, TZO, TZM)**

and

**Company / Association
(address)**

represented by _____

and

**Tour Operator
(address)**

represented by _____

and

**Promotional Agency
(address)**

represented by _____

have concluded on _____ 2008 the following

C O N T R A C T N o . :

Article 1.

The CNTB, TZŽ, TZG, TZO i TZM, company/association and the foreign tour operator are concluding this Contract on fulfilling obligations that arise from joint advertising and co-financing of the contracting parties for the _____
market.

Article 2.

All signatories to this Contract from the Croatian side are obligated to co-finance the participation in joint advertising in a total amount of _____ **kn** as follows:

- CNTB participates with _____ kn (12.5 %),
- TZŽ, TZG, TZO, TZM participate with _____ kn (12.5 %),
- company/association participates with _____ kn (25 %).
- the foreign tour operator participates with _____ kn (50%)

After publication of the advertising, the tour operator or promotional agency will, with the presentation of the required documentation, charge the participants in co-financing for the appropriate amount.

All amounts above are gross amounts.

Article 3.

Advertising will be published according to an approved media plan, which comprises an integral part of this Contract. All participants in the joint advertising will sign this Contract, but the operational aspects of coordination will be carried out by the CNTB and the tourist board of the county. The deadline for approval of funds will be 15 January 2008.

Article 4.

After performing the advertising, the tour operator or promotional agency will charge all of the other contracting parties for the amounts from Article 2 above.

Article 5.

The obligation to make payment arising from Article 2 of this Contract will be discharged to the tour operator or promotional agency on the basis of the required documentation of completed work and payment issued by the tour operator or promotional agency.

Required documentation includes:

- > A signed copy of this Contract, whose integral part is the media plan;
- > Originals or copies (advertisement and front cover of a magazine) of the advertisement - advertisement or advertisements must contain the CNTB logo, except in news reporting.
- > Originals or copies of the bill of the supplier (publisher of the advertisement) that is advertising the tour operator.
- > Proof that the tour operator has paid the supplier.

Article 6.

All billings for joint advertising in 2008 must be delivered to the Main Office of CNTB no later than 15 December 2008 so that they can be paid in the 2008 accounting year.

In the event that billings are delivered after 15 December 2008, they will not be paid to the Contractor and will be returned.

Article 7.

The CNTB will have no obligation to pay a bill for advertising that does not contain the CNTB logo, except in news reporting, or for advertising that is not in accordance with the contracted media plan.

Article 8.

The contracting parties agree that they will attempt to resolve any disputes amicably, but if this is not possible the competent judicial authority shall be the Commercial Court in Zagreb.

Article 9.

This Contract has been executed in 8 identical copies, of which each party shall keep 2 (two) copies.

Croatian National Tourist Board

TZŽ, TZG, TZO, TZM

Company / Association

Tour Operator

Promotional Agency

CONTRACT EXAMPLE III – CNTB; Croatian business entities and foreign tour operator

**Croatian National Tourist Board, Iblerov trg 10/IV, 10000 Zagreb
represented by mr. sc. Niki Buliću, Director
(hereafter: CNTB)**

and

**Company / Association
(address)**

represented by _____

and

**Tour Operator
(address)**

represented by _____

and

**Promotional Agency
(address)**

represented by _____

have concluded on _____ 2008 the following

C O N T R A C T N o . :

Article 1.

The CNTB, company/association and the foreign tour operator are concluding this Contract on fulfilling obligations that arise from joint advertising and co-financing of the contracting parties for the _____ **market.**

Article 2.

All signatories to this Contract from the Croatian side are obligated to co-finance the participation in joint advertising in a total amount of _____ **kn** as follows:

- CNTB participates with _____ kn (16.7 %),
- company/association participates with _____ kn (33.3 %).
- the foreign tour operator participates with _____ kn (50%)

After publication of the advertising, the tour operator or promotional agency will, with the presentation of the required documentation, charge the participants in co-financing for the appropriate amount.

All amounts above are gross amounts.

Article 3.

Advertising will be published according to an approved media plan, which comprises an integral part of this Contract. All participants in the joint advertising will sign this Contract, but the operational aspects of coordination will be carried out by the CNTB and the tourist board of the county. The deadline for approval of funds will be 15 January 2008.

Article 4.

After performing the advertising, the tour operator or promotional agency will charge all of the other contracting parties for the amounts from Article 2 above.

Article 5.

The obligation to make payment arising from Article 2 of this Contract will be discharged to the tour operator or promotional agency on the basis of the required documentation of completed work and payment issued by the tour operator or promotional agency.

Required documentation includes:

- > A signed copy of this Contract, whose integral part is the media plan;
- > Originals or copies (advertisement and front cover of a magazine) of the advertisement - advertisement or advertisements must contain the CNTB logo, except in news reporting.
- > Originals or copies of the bills of the supplier (publisher of the advertisement) that is advertising the tour operator.
- > Proof that the tour operator has paid the supplier.

Article 6.

All billings for joint advertising in 2008 must be delivered to the Main Office of CNTB no later than 15 December 2008 so that they can be paid in the 2008 accounting year.

In the event that billings are delivered after 15 December 2008, they will not be paid to the Contractor and will be returned.

Article 7.

The CNTB will have no obligation to pay a bill for advertising that does not contain the CNTB logo, except in news reporting, or for advertising that is not in accordance with the contracted media plan.

Article 8.

The contracting parties agree that they will attempt to resolve any disputes amicably, but if this is not possible the competent judicial authority shall be the Commercial Court in Zagreb.

Article 9.

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Croatian National Tourist Board

Company / Association

Tour Operator

Promotional Agency

CONTRACT EXAMPLE IV - CNTB and tourist boards of counties, cities, districts and towns

**Croatian National Tourist Board, Iblerov trg 10/IV, 10000 Zagreb
represented by mr. sc. Niki Buliću, Director
(hereafter: CNTB)**

and

**Tourist Board of _____ county, city, district or town
(address)**

**represented by _____
(hereafter: TZŽ, TZG, TZO, TZM)**

and

**Promotional Agency
(address)**

represented by _____

have concluded on _____ 2008 the following

C O N T R A C T N o . :

Article 1.

The CNTB, TZŽ, TZG, TZO and TZM, and the promotional agency are concluding this Contract on fulfilling obligations that arise from joint advertising and co-financing of the contracting parties for the _____ **market.**

Article 2.

All signatories to this Contract from the Croatian side are obligated to co-finance the participation in joint advertising in a total amount of _____ **kn** as follows:

- CNTB participates with _____ kn (50 %),
- TZŽ, TZG, TZO, TZM participates with _____ kn (50 %),

After publication of the advertising, the promotional agency will, with the presentation of the required documentation, charge the participants in co-financing for the appropriate amount.

All amounts above are gross amounts.

Article 3.

Advertising will be published according to an approved media plan, which comprises an integral part of this Contract. All participants in the joint advertising will sign this Contract, but the operational aspects of coordination will be carried out by the CNTB and the tourist board of the county. The deadline for approval of funds will be 15 January 2008.

Article 4.

After performing the advertising, the tour operator or promotional agency will charge all of the other contracting parties for the amounts from Article 2 above.

Article 5.

The obligation to make payment arising from Article 2 of this Contract will be discharged to the tour operator or promotional agency on the basis of the required documentation of completed work and payment issued by the tour operator or promotional agency.

Required documentation includes:

- > A signed copy of this Contract, whose integral part is the media plan;
- > Originals or copies (advertisement and front cover of a magazine) of the advertisement - advertisement or advertisements must contain the CNTB logo, except in news reporting.

Article 6.

All billings for joint advertising in 2008 must be delivered to the Main Office of CNTB no later than 15 December 2008 so that they can be paid in the 2008 accounting year.

In the event that billings are delivered after 15 December 2008, they will not be paid to the Contractor and will be returned.

Article 7.

The CNTB will have no obligation to pay a bill for advertising that does not contain the CNTB logo, except in news reporting, or for advertising that is not in accordance with the contracted media plan.

Article 8.

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Article 9.

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Croatian National Tourist Board

TZŽ, TZG, TZO, TZM

Company / Association

Promotional Agency
