THIS MEMORANDUM OF UNDERSTANDING is made the 20th June 2017

PARTIES

(1) BRITISH TOURIST AUTHORITY trading as VISITBRITAIN having its principal address at Sanctuary Buildings, 20 Great Smith Street, London, SW1P 3BT (“VB”); and

(2) NORTHERN IRELAND TOURIST BOARD trading as TOURISM NORTHERN IRELAND having its principal address Floors 10-12, Linum Chambers, Bedford Square, Bedford Street, Belfast, BT2 7ES (“TNI”)

(3)

BACKGROUND:

A VB and TNI are national tourism agencies and non-departmental public bodies responsible for developing tourism and the visitor economy in their respective regions.

B Both Parties wish to work closely to help market Northern Ireland to incoming visitors and have agreed the terms for working in partnership.

C The MOU sets out the way in which VB and TNI intend to work together in a strategic partnership.

THE PARTIES AGREE:

In return for a Strategic Partnership Agreement fee of £45,000 including VAT, to cover the period 1st April 2017 – 31st March 2018, Visit Britain will provide the following opportunities to Tourism Northern Ireland:

1. Ensure Northern Ireland product that is relevant to VisitBritain’s target customers in its target markets, is visible on Visit Britain consumer platforms and is surfaced in relevant campaigns (including GREAT and digital always on activity)

   TNI Lead Campaigns: Ruth Burns R.Burns@tourismni.com
   TNI Lead Digital: Paul Coleman P.Coleman@tourismni.com
   VisitBritain Lead Campaigns: Tim Holt Tim.holt@visitbritain.org
   VB Lead BBC: Louise Bryce Louise.Bryce@visitbritain.org

   Specifically:
   
   • In cases where TNI have invested financially in VB campaigns, VB will consult TNI on content briefs and creative.
   • VB and TNI to share their communication / content calendars
   • VB will collaborate with TNI on SEO to ensure opportunities are maximised
   • VB will feature relevant TNI content through owned and/ or earned channels
   • VB will feature NI specific content on bbc.com

   Both TNI and TIL will provide VB with access to content on their media libraries for usage.

   • TNI will provide product information as required.
   • TNI will advise TIL market offices before significant activity to ensure alignment and NI exposure is maximised in market.

2. NI content to be included in VB’s image bank for industry, media and partner use

   TNI Lead: Lynette Conlon – L.Conlon@tourismni.com
   VB Lead: Jasmine Teer – Jasmine.Teer@visitbritain.org

   • VB to inform TNI of planned image asset shots in advance
- TNI and TIL may influence shoots by contributing to costs to ensure maximum breadth and depth of Northern Ireland content and to ensure no duplication of content created.
- VB to have access to TNI’s asset bank and Ireland’s Content Pool (TNI already have assets on VBI and we would welcome an ongoing submission).

3. **VB will provide PR and media support through fam visits including social influencer activity**

   TNI Lead: Ruth Burns – R.Burns@tourismni.com
   VB Lead: Emma Mead – Emma.mead@visitbritain.org

   - VB & TNI to work together on FAM visits including social influencer activity. TNI will organise the ground arrangements and TIL in-market teams will book flights to NI from GB. VB will identify and recruit appropriate target media.

4. **Brand Partnership Screen Tourism Activity**

   TNI Lead: Judith Webb j.webb@tourismni.com
   VB Lead: Emma Wilkinson – Emma.wilkinson@visitbritain.org

   - VB to include NI content through owned and earned channels, where relevant to our target customers.
   - TNI to provide content and liaise with TIL as required to ensure approvals are in place. (E.g. to protect relationships with HBO).

5. **NI to feature on a Business Events Portal**

   TNI Lead: Joanne Taylor – J.Taylor@tourismni.com
   VB Lead: Chris Foy – Chris.Foy@visitbritain.org

   - NI content to feature on portal
   - VB to work with HMG to attract business events in key priority Government sectors and act as an enabler through GREAT to coordinate and add value to NI activities.
   - Option to join VisitBritain stands at trade fairs and events (additional fee).

   **Dependencies:** NI to provide content and product information. NI to provide a link to a website/page for Business portal to send referrals to.

6. **NI Product to have access to Visit Britain’s Retail Platforms**

   VB Lead: Rae Taylor – Rae.Taylor@visitbritain.org
   NI Lead: Bernie Haughian - b.haughian@tourismni.com

   - VB to feature Northern Ireland products, attractions experiences and special offers that are bookable online and meet VB’s criteria
   - TNI to provide support with industry recruitment of offers that will be shared with VB
   - Quarterly review meeting or call

7. **Business to Business Activity – Travel Trade Programme & Product Development**

   TNI Lead: Dawn Hewitt – D.Hewitt@tourismni.com
   VB Lead: Suzy Faulkner – Suzy.Faulkner@visitbritain.org

   - TIL to represent Northern Ireland at VB in-market workshops
   - VB is updating its trade website and sales tools and looking for a new training programme to replace BritAgent. TNI to review current NI content in readiness for the upgrades.
   - NI industry to have access to VB’s overseas platforms (as per the event pricing)– TNI to liaise with TIL to ensure no duplication with TIL activity
• VB has reviewed its approach to product development and distribution. All future FAM trips will feature new product development from the GREAT Rail Project, Food & Drink, Luxury and Discover England. The criteria set means the product must be bookable and commissionable. VB will present an overview of our product development approach and outputs to date to agree NI opportunities. TNI to liaise with TIL to ensure there is no duplication with TIL planned support.

8. Knowledge Transfer

TNI Lead: Pamela Wilson – P.Wilson@tourismni.com
VB lead: Patricia Yates – Patricia.yates@visitbritain.org

• VB and TNI to establish and progress opportunities for knowledge and transfer of best-practice insights to support TNI in its core remit of developing the wider tourism industry of Northern Ireland. To include sharing knowledge, insights and expertise in the following areas:
  o Research & intelligence (including access to VB segment and market analysis)
  o Government policy
  o Tourism Business Development
  o Quality Assurance / Grading
  o Events
  o Product Development

9. Relationships

TNI to be represented at respective Inter-Board meetings, Chief Executive Meetings, and VB Board Meetings.
Quarterly review calls / meetings – Emily Moore and Naomi Waite

10. Confidentiality

The confidentiality agreement dated 20 June and entered into by the Parties continues in full force and effect in relation to it and this Agreement.

Each party agrees that, in the performance of their respective obligations under this Agreement, it shall comply with the provisions of the Data Protection Act 1998 to the extent it applies to each of them.

11. Intellectual Property Rights

Each Party acknowledges and confirms that no transfer, assignment, ownership or licence of its Intellectual Property Rights are granted other than to the extent set out in this Agreement.

12. Termination

Either Party may terminate this Agreement and at any time on written notice and without liability to the other Party.

13. Assignment

Neither Party may assign or subcontract any right or obligation under this Agreement, in whole or in part, without the other’s prior written consent which must not be unreasonably withheld or delayed.

14. No announcement

Neither Party may make any announcement or public statement concerning the existence of this Agreement, without the prior written consent of the other Party which must not be unreasonably withheld or delayed.

15. Severability

The unenforceability of any part of this Agreement will not affect the enforceability of any other part.
16. Variation
Variations to this Agreement will have effect only when agreed in writing.

17. Third Party rights
This Agreement is not enforceable by any Third Party under the Contracts (Rights of Third Parties) Act 1999.

18. Governing law and jurisdiction
This Agreement is governed by the law of England and Wales.

AGREEED by the Parties on the date set out at the head of this Agreement

| Signed by [insert full name of director/authorised signatory] | ........................................... |
|---------------------------------------------------------------|
| for and on behalf of                                          | [Director OR Authorised signatory] |
| British Tourist Authority                                    |                                  |

and

| Signed by [insert full name of director/authorised signatory] | ........................................... |
|---------------------------------------------------------------|
| for and on behalf of                                          | [Director OR Authorised signatory] |
| Northern Ireland Tourist Board                               |                                  |