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OMB No. 1124-0006; Expires July 31, 2023

U.S. Department of Justice
Washington, DC 20530

Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Development Counsellors International

2. Registration Number
4777

3. Primary Address of Registrant
215 Park Avenue South, 14th Floor, New York, NY 10003

4. Name of Foreign Principal
Israel Ministry of Tourism

5. Address of Foreign Principal
5 Bank Street
Jeruselam
ISRAEL 91950

6. Country/Region Represented
ISRAEL

7. Indicate whether the foreign principal is one of the following:

- [x] Government of a foreign country [1]
- [ ] Foreign political party
- [ ] Foreign or domestic organization: If either, check one of the following:
  - [ ] Partnership
  - [ ] Corporation
  - [ ] Association
  - [ ] Committee
  - [ ] Voluntary group
  - [ ] Other *(specify)* _____
- [ ] Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant
Ministry of Tourism

b) Name and title of official with whom registrant engages
Eyal Carlin, Commissioner, North America

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:

a) Name and title of official with whom registrant engages

b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☐

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
04/20/2023	Karyl Leigh Barnes	/s/Karyl Leigh Barnes

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
10/27/22	Karyl Leigh Barnes	Karyl Leigh Barnes

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Washington, DC 20530

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www fara.gov .

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration Number
Development Counsellors International	4777

3. Name of Foreign Principal
Israel Ministry of Tourism

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. What is the date of the contract or agreement with the foreign principal? 03/26/2023

8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Destination marketing and public relations services to increase the profile of Israel as a tourist destination

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Destination marketing and public relations services to increase the profile of Israel as a tourist destination

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act[1].

Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

11. Prior to the date of registration[2] for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose

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12. During the period beginning 60 days prior to the obligation to register[3] for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, has the registrant disbursed or expended monies, or disposed of anything of value other than money, in connection with activity on behalf of the foreign principal or transmitted monies to any such foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date	Recipient	Purpose	Amount/Thing of Value

1 "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

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EXECUTION

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Date	Printed Name	Signature
04/20/2023	Karyl Leigh Barnes	/s/Karyl Leigh Barnes

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Date	Printed Name	Signature
10/27/22	Karyl Leigh Barnes	Karyl Leigh Barnes

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ISRAEL
Land of Creation

Ministry of Tourism

Work Order Agreement

Israel Ministry of Tourism

Date: 6 March 2023

5 Bank Street, Jerusalem 91950

IGTO: IMOT NA HQ (Netzigut)

With:	**Development Counsellors International**
Contact person:	**Laura Cyrille**
Address:	215 Park Avenue South, Suite 1403, New York NY 10003
Telephone:	845.558.6286
Period: (from date to date)	15 March 2023 – 14 March 2024
Activities Planned:	Year-long PR services
Description and details concerning the agreed activities:	Year-long PR services, based and according to signed contract attached to the IMOT PR tender 27/2022
Payment terms:	Payment of monthly retainer upon receipt of Invoice
Payment method :	Bank transfer - ACH
Cancellation terms & fees:	*"In the event of cancelation by DCI or due to unexpected reasons (act of god, natural disaster, etc.) The Israel Ministry of Tourism will be fully refunded"*
Commitment No.:	[redacted]
Supplier number:	[redacted]
Total of this agreement:	22,500 USD * 12 Months – 270,000 USD – NO VAT

Remarks:

Signatures

Eyal Carlin, Commissioner, North America	**Karyl Leigh Barnes, President, Development Counsellors International**
ISRAEL MINISTRY OF TOURISM	
Hassan Madah, Director, Americas Department	**Mr. Gidon Elias, Accountant**

- The supplier proposal is part of this agreement.
- The work order agreement will be effective only after its approval and signature by all the signatories.

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APPENDIX G

Draft Agreement

This Agreement is made and entered into as of the 26 day of MARCH, 2023

By and between: **The Israel Ministry of Tourism** on behalf of the State of Israel, represented by the Director General and the Accountant of the Ministry (Hereinafter called **"IMOT"** or **"the Ministry"**)

of the one part,

and: DEVELOPMENT COUNSELLORS INTERNATIONAL.
(Hereinafter called **"the Supplier"**)

of the other part.

WITNESSETH THAT WHEREAS:

a. The Ministry has published Tender No. 27/2022 (hereinafter called the **"Tender"**), for the selection of a Public Relations Company for the Israel Ministry of Tourism in the United States, as detailed in the attached Tender documents, marked as **Appendix A** of the Agreement.

b. Following the selection process conducted pursuant to the Tender, the Supplier has been selected as the party to be engaged in order to provide the services described in the Tender (hereinafter called **"the Services"**). The Supplier's proposal is attached and marked as **Appendix B** of the agreement.

c. The Supplier 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 Ministry is willing to engage the Supplier and the Supplier agrees to be engaged and carry out the obligations contained in this Agreement subject to the terms and conditions of this Agreement.

THEREFORE, in consideration of the premises and of the mutual promises, obligations and covenants herein contained, the parties hereby agree as follows:

1. **The Agreement**

   1.1 The introduction and Appendices to this Agreement constitute an integral and inseparable part thereof.

   1.2 Any conflict or contradiction between the documents of this Agreement will be resolved as follows:

   1.2.1 Conditions set in the Agreement shall prevail upon any contradicting condition in the Tender documents, unless stated specifically otherwise.

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4.1 From time to time, the Ministry will brief and inform the Supplier, in writing, of its objectives and requirements. The Ministry shall provide any and all information it considers useful or necessary in connection with the intended activities.

4.2 On the basis of this information, and subject to the Ministry's objectives and requirements, the Supplier shall make an activity proposal and submit it to the Ministry for authorization.

4.3 Should the Ministry reject a proposal, in part or in whole, the Supplier shall adjust the proposal according to the guidelines by the Ministry and shall submit the adjusted proposal to the Ministry for its approval.

4.4 **The Supplier shall not proceed with the execution of any activity unless it has obtained, in advance, a written authorization to proceed from the Ministry, including a specific detailed purchase order, duly signed by an authorized representative of the Ministry.**

4.5 During execution, the Supplier will inform the Ministry of any changes in the activity plan and will submit a revised plan to the Ministry without delay. The Supplier shall not proceed with the changed plan, unless an explicit approval is given by Ministry.

4.6 The Supplier will submit execution and campaign summary reports to the Ministry, at times requested by the Ministry. The reports should include information about the activities performed during the provision of the Services, including media reach and evaluation and analysis of each activity and campaign's success.

4.7 The Supplier will attach to its reports, at its own cost, clippings of any media coverage secured during the period covered by the report (printed media, TV, radio, internet, social media etc.).

4.8 During the planning and execution of the Services, the Supplier shall, at all times:

4.8.1 Carry out the Services as defined in this Agreement, and work diligently to promote tourism in Israel

4.8.2 Act loyally and faithfully towards the Ministry in all matters concerning this Agreement.

4.8.3 Attend meetings where and when required, and travel throughout the United States as necessary.

4.8.4 Respond to press enquiries on a timely basis in consultation with the Ministry.

4.8.5 Refrain from pledging or making any kind of commitment on behalf the Ministry, in any way whatsoever.

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world, including any applications for registration therefore) in all items in which intellectual property rights are capable of subsisting, which are prepared by or for the Supplier both in connection with its participation in the Tender (including the Supplier's proposal and any items and information contained therein) as well as in connection with or as part of the Services provided according to this Agreement, and in any designs contained in and works (including, without limitation, texts, photographs, any finished press releases and other press and publicity material created by the Supplier or on its behalf for the Ministry, videos, still pictures, graphics, computerized programs, models and simulations) executed from these items (hereinafter called "**Intellectual Property**") shall, unless otherwise agreed (and except for personal non-property rights and other rights, which by operation of law are incapable of assignment), automatically become, **vest in and remain at all times the sole property of the Ministry**, and the Supplier 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 the Ministry.

7.2 To that end, the Supplier shall, on the Ministry's written request, sign an unconditional assignment with full title guarantee of all Intellectual Property rights in the materials prepared by or for the Supplier for the Ministry, which are assignable.

7.3 It is hereby clarified that the foregoing provision of this Section does not apply to Intellectual Property in which the Supplier has rights, which pre-date this Agreement (except for rights to the Supplier's proposal made for the Tender and any Intellectual Property contained therein), but which may nonetheless be used in providing the Services on a non-exclusive basis.

7.4 Where any intellectual property rights subsisting in any items as aforesaid are owned by third parties, then the Supplier shall (in each case with the **prior written** approval of the Ministry) employ its best efforts to procure the transfer and assignment of such intellectual property rights from such third party to or for the benefit of the Ministry, or (where applicable) to obtain such third party's license to the use of the said rights by the Ministry.

7.5 All documentation (including computerized data) containing Intellectual Property belonging to the Ministry hereunder, shall be guarded safely and confidentially. The Supplier shall, at the end of each task, sub-task or other segment of the Services hereunder (or more frequently if so requested by the Ministry), deliver the same to the Ministry or to whomever the Ministry may direct.

7.6 In performing Services hereunder, the Supplier shall not infringe or otherwise violate the Intellectual Property rights of any third parties. The Supplier shall indemnify the Ministry and hold it harmless against any 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.

7.7 The Ministry shall not provide the Supplier with any material in violation of the Intellectual Property rights of any third party and the Supplier shall

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10.3 In case that any claim or action is lodged or filed against the Ministry or the Supplier, based upon material prepared by the Supplier, including for libel, slander, piracy, plagiarism, invasion of privacy or infringement of copyright, the party responsible according to Section 10.1 or 10.2 above, respectively, will indemnify and hold the other party harmless with respect to any such claim of action.

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

10.5 The provisions of this Section, in its entirety, shall not derogate from the Supplier's liability or the Ministry's rights under this Agreement, or any law.

11. Termination

11.1 The Supplier may not terminate its engagement hereunder except in the event of a material breach by the Ministry of its obligations under this Agreement, which is irremediable or, where remediable, which the Ministry 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 Supplier specifying the breach and requiring its remedy, or in the event that payment has not been made within 6 months of its having been due under the Agreement. Where justified as aforesaid, the Supplier shall be entitled forthwith by written notice to the Ministry to terminate its engagement.

11.2 Termination by the Ministry:

11.2.1 The Ministry may, at any time, by notice in writing, terminate the Supplier's engagement, without cause and without assigning any reason therefore, upon 30 days written notification to the Supplier.

11.2.2 One of the main reasons for which the Ministry may terminate this Agreement is in case the Supplier changes its staff or its experts who provide the Services to the Ministry, without receiving the Ministry's approval of this change.

11.2.3 This Agreement shall terminate if the Supplier goes into liquidation either compulsorily or voluntarily (save for the purpose of reorganization) or if insolvency proceedings are initiated against the Supplier or if a receiver is appointed in respect of the whole or any part of the Supplier's assets or if the Supplier makes an assignment for the benefit of or composition with its creditors in general or threatens to do any of these things or any judgment is made against the Supplier or any similar occurrence under any jurisdiction affects the Supplier, unless otherwise is notified by the Ministry to the Supplier.

11.2.4 This Agreement shall terminate if the Supplier engages in any conduct prejudicial to the Ministry or to tourism to Israel in general, unless otherwise is notified by the Ministry to the Supplier.

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or municipal laws and regulations.

14. **Assignment**

The Supplier shall not, without the prior written consent of the Ministry, assign 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.

15. **Representatives of the Parties**

15.1 The Ministry's representative for all matters related to this Agreement is **Mr. Eyal Carlin**, Tourism Commissioner for North America.

The Ministry reserves the right, at its sole discretion and at any point in time during the Contract Period, to appoint additional representatives or to replace any of its representatives. The Ministry shall inform the Supplier in writing of any such action.

The Supplier commits to follow the instructions of the Ministry's representative, as given from time to time.

15.2 The Supplier's representative for all matters related to this Agreement shall be the Account Manager:

_____

_____

The Supplier may replace its representative only with prior written consent of the Ministry. Reasonable consent will not be withheld.

The Account Manager should be available to physically attend **monthly meetings** in IMOT's office in New York.

15.3 Duly appointed representatives of the Ministry may visit the Supplier's offices and related work locations, in order to supervise the ongoing execution of the Services according to this Agreement.

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 in writing) are as follows:

16.1.1 Address of the Ministry:
Eyal Carlin, Tourism Commissioner for North America
Israel Ministry of Tourism
800 2nd Ave., Fl 16, NY NY, 10017
e-mail: director-ny@goisrael.gov.il

16.1.2 Address of the Supplier:
_____
_____

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18. **Budget Clause**

The budget clause for the execution of this Agreement is: 37-03-16-05.

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

Israel Ministry of Tourism

Director General

26/3/2023

Gidon Elias
Comptroller
State of Israel
Ministry of Tourism

Ministry's Accountant

Tourism Commissioner for North America

The Supplier

Karl Leigh Lopke

DEVELOPMENT COUNSELLORS INTERNATIONAL LTD. CORPORATE SEAL 1967 NEW YORK

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