

THIS FORM IS NOT FOR SALE

## MEDIA PARTNERS REGISTRATION FORM

MEDIA PERSPECTIVES LTD

*trading as*



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## **BACKGROUND**

This document serves as a guide to new and existing media partners involved in all forms of commercial activities with **MP** and provides information on processes, terms and conditions of engagement.

The purpose of this document is to communicate to **new** and **existing** Media Partners, all information guiding the commercial activities between them and **MP** including processes, terms and conditions, etc.

It also indicates processes/documentation required for media property registration with the agency.

Please direct all enquiries to [partners@mediaperspectivesng.com](mailto:partners@mediaperspectivesng.com)

## GENERAL REQUIREMENTS FOR MEDIA PARTNERS

### 1.0 GENERAL COMPANY INFORMATION

1.1 Registered company name:

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1.2 Registration number:

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1.3 Date of registration/incorporation:

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1.4 Trading name (if different from 1. above):

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1.5 Company status—Public/Private/Partnership/Enterprises/Others:

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1.6 Registered address:

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1.7 Current business address:

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1.8 Telephone number(s): \_\_\_\_\_

Email address(s): \_\_\_\_\_

Web site address (if any): \_\_\_\_\_

Business area - TV [ ] Press [ ] Radio [ ] OOH [ ] etc. and details of services rendered:

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Please give details of parent company/subsidiary (where applicable):

Name: \_\_\_\_\_

Address: \_\_\_\_\_

## 2.0 OWNERSHIP / MANAGEMENT INFORMATION

### 2.1 SHARE HOLDERS' INFORMATION

S/N	NAME	DESIGNATION	TELEPHONE <i>Compulsory</i>	EMAIL ADDRESS <i>Compulsory</i>
1				
2				
3				
4				
5				

### 2.2 MANAGEMENT TEAM

S/N	NAME	DESIGNATION	TELEPHONE <i>Compulsory</i>	EMAIL ADDRESS <i>Compulsory</i>

### 2.3 KEY CONTACT PERSONS (maximum of two)

S/N	NAME	DESIGNATION	TELEPHONE <i>Compulsory</i>	EMAIL ADDRESS <i>Compulsory</i>
1				
2				

Any change in contact persons must be communicated to MP in writing within 5days.

**3.0 BUSINESS HISTORY**

3.1 How long has the company been in the business area:

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3.2 Are you an approved agent of other companies?

**Yes** [ ] / **No** [ ]

3.3 If yes, please state at least the three top companies you work for and for how long:

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3.4 Are you a current Media Partner to **MP**?

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3.4.1 If yes,

• For how long? \_\_\_\_\_

3.5 • What is the volume of business (in Nmillions) with **MP** in the last three years?

1. \_\_\_\_\_ 2) \_\_\_\_\_ 3) \_\_\_\_\_

3.6 Are you willing to issue performance **bond for prepayment** (when required).

Please state the name(s) of your guarantors :

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**4.0 FINANCIAL INFORMATION**

4.1 VAT Registration number: \_\_\_\_\_

4.2 Account Name: .....

4.2.1 Branch: .....

4.2.2 Branch Address:.....

4.2.3 Bank's Account Number: .....

4.2.4 Bank's Sort Code (9 digits):.....

***Copies and (original for sighting) of the following documents should be submitted for verification:***

- ✓ Certified Certificate of Incorporation
  
- ✓ Certified CAC Form O2
  
- ✓ Certified CAC Form O7
  
- ✓ VAT Registration Certificate
  
- ✓ Current Company Tax Clearance Certificate
  
- ✓ Current Insurance Certificate (where applicable)
  
- ✓ Valid company's address on your company's letterhead paper as below:
  - House number, street name, city.

## 5.0 THIRD PARTY OBLIGATIONS

5.1 **MP** recognises that **MEDIA SUPPLIER** may need to engage Third Party contractors in achieving part of the work, and in order to ensure that the interest of **MP** is well served by the Third Parties, **MEDIA SUPPLIER** hereby indemnifies **MP** against non-performance by any Third Party and undertakes to extract the following stipulations in any contract with Third Parties:

5.1.1 **MEDIA SUPPLIER** shall ensure that **MP** is given the most prime time slots and accorded the best service by suppliers.

5.1.2 The third-party shall agree and establish with **MEDIA SUPPLIER** an effective modality for the distribution of electronic and print campaign materials all over Nigeria to ensure prompt distribution of the campaign materials.

5.1.3 In order to improve and maintain performance by contractors, the **MEDIA SUPPLIER** must enforce appropriate sanctions against defaulting contractors based on established penalties.

5.1.4 The cost of **MEDIA SUPPLIER**'s services to **MP** must be treated with absolute confidentiality to maximize the highest possible discounts from competing third parties in the market.

## 6.0 DISPUTE RESOLUTION

If any disputes shall arise between **MEDIA SUPPLIER** and **MP** as to any claim against either party or as to any matter touching the rights, duties and liabilities of both parties or otherwise in any way relating to or arising out of this Agreement, such difference should be settled amicably between the top management members of both **MEDIA SUPPLIER** and **MP** failing which the dispute shall be referred to a single arbitrator in accordance with the *Arbitration and Conciliation Act Cap., A18 Laws of the Federation, 2004. The decision of the arbitrator shall be final and binding on both parties.*

## **7.0 FURTHER UNDERTAKINGS BY MEDIA SUPPLIER**

- 7.1 MEDIA SUPPLIER hereby certifies that it is duly incorporated under the applicable laws of the Federal Republic of Nigeria is duly authorised by its constituting documents to carry out this agreement;
- 7.2 It shall comply with all Applicable Laws and Regulations and shall forbid Prohibited Payments and Prohibited Transactions by its employees, officers, directors and agents;
- 7.3 It shall maintain reasonably detailed books and records with respect to funds received from MP, including actual and accurate third party receipts and invoices;

## **8.0 GOVERNING LAW**

The terms and conditions of the Agreement shall be governed by and construed and interpreted in accordance with the laws of the Federal Republic of Nigeria.

## **9.0 FORCE MAJEURE**

- 9.1 No Party to this Agreement shall be liable for any failure to fulfil its obligations hereunder where such failure is caused by circumstances outside the reasonable control of such Party, including, without limitation, any Act of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of Government which directly affects the Party's performance of its obligations under this Agreement, labour disputes of any kind involving the Party's employees, fire, lightning, explosion or any other such cause affecting the Party's performance of its obligations under this Agreement (each an "event of force majeure").
- 9.2 The Party affected by the event of force majeure shall promptly notify the other Party in writing of the estimated extent and duration of such inability to perform its obligations. Upon cessation of circumstances leading to the event of force majeure, the Party affected by such event of force majeure shall promptly notify the other of such cessation.
- 9.3 If as a result of the event of force majeure, the performance by either Party of such Party's obligations under this Agreement is only partially affected; such Party shall

nevertheless remain liable for the performance of those obligations not affected by the event of force majeure.

- 9.4 If the event of force majeure continues for a period of thirty (30) days or less any and all obligations outstanding shall be fulfilled by the Party affected by the event of force majeure as soon as possible after cessation of the event of force majeure, save to the extent that such fulfilment is no longer practically possible or is not required by the other Party.
- 9.5 If the event of force majeure continues for more than thirty (30) days and notice of cessation has not been given and such event of force majeure prevents the affected Party from performing its obligations in whole or in part during that period, the unaffected Party shall be entitled (but not obliged) to terminate this Agreement by giving not less than fourteen (14) days written notice to the other Party after expiry of such thirty (30) days period to that effect; provided that such notice shall be deemed not to have been given if a notice of cessation of the event of force majeure is received or deemed to be received by the unaffected Party prior to the expiry of such fourteen (14) days.
- 9.6 If this Agreement is not terminated, any obligations outstanding shall be fulfilled by the Party affected by the event of force majeure as soon as reasonably practicable after the event of force majeure has ended, save to the extent that such fulfilment is no longer possible or is not required by the unaffected Party.

## **10 INDEMNITY**

Each party herein shall be responsible for and keep the other party indemnified against all claims, demands, actions, proceedings, losses or expenses whatsoever which may be made, brought, commenced, prosecuted, suffered and/or sustained by or against one party arising from the other party's acts or omissions in respect of this Agreement.

## **11 WAIVER**

Any failure or delay in exercising any rights, powers, and/or privileges contained herein by **MP** shall not operate as a waiver thereof and no partial exercise of any rights, powers, and/or privileges shall preclude any other or further exercise thereof by **MP** of any other rights, powers and/or privileges.

## 12 NON-ASSIGNMENT

**MEDIA SUPPLIER** shall not be entitled to assign, transfer or encumber this Agreement except with the previous written consent of **MP**.

## 13 CODE OF CONDUCT

**MEDIA SUPPLIER** hereby agrees to recognise and respect **MP**'s Code of Business Conduct (copy of which it hereby acknowledges) regarding dealings with customers, suppliers, contractors and third parties generally especially (but not limited to) fairness, honesty and transparency in strict compliance with contractual undertakings and applicable laws and regulations.

## 14.0 INVOICING PROCEDURE

• For invoices submitted by Media Partners physically to MP premises, the following shall apply:

- a) The submission point is the MPs' security post.
- b) That invoices/COBs for all campaigns carried in previous month should be submitted between Day 1 and Day 10 of the new month. This is to facilitate prompt invoicing to client and enhance prompt payment.
- c) Where submission of invoice(s)/COB(s) is delayed beyond the 10th of the new month, please note that your firm will NOT be paid for the month. Payment shall subsequently be delayed by an additional 30 days.
- d) That an invoice submitted two months after the end of the campaign period may not be treated and may be returned to your organization.
- e) Media Partners are expected to submit the following in order to be able to make a valid invoice submission:

**SET ONE** - One set of invoice and certificate(s) of transmission (all originals),

**SET TWO** - One set of invoice, **MP's** MPO and COTs (all copies), and

**SET THREE** – One set of invoice for acknowledgement (copy)

These documents MUST be paired/arranged in the order listed above (SET ONE - THREE) by the media partner before arriving at the invoice submission office and should be handed over to the Collection officer for checking

- f) All invoices MUST have a corresponding **MP's** MPO and stations' COTs/publication's tearsheet(s) or display pictures.
- g) All invoices should be typewritten. Handwritten invoices will not be accepted by **MP**.
- h) Likewise, hand written copies of MPO purportedly from MP will not be admitted as genuine MPO (for any payment). Only printed MPOs generated from MP's **D-Track software** shall be valid for transactions with MP.

## 15.0 COMPLIANCE

- a) **MP** shall use independent monitoring firms for all campaigns while reports of such firms would be the basis for compliance and payment to the MEDIA PARTNER.
- b) Where there is discrepancy in the number of spots stated on MEDIA PARTNER's invoices and those captured in the monitoring report, MEDIA PARTNER would be expected to provide off-air dubs for the days/spots not captured to serve as proof of performance.
- c) Note that manual station's transmission log is not acceptable as proof of performance in cases of disputed spots (only digital logs are tenable).

## ACCOUNT RECONCILIATION

- a. Account reconciliation would be on a monthly, quarterly and bi-annual basis as advised.
- b. MEDIA PARTNER is expected to forward statement of outstanding invoices to **MP** as advised.

## BREACH, TERMINATION ETC.

If the goods or services are not supplied or performed in accordance with the contract, **MP** may without prejudice to any other remedy:

- a. require the Media Partner to re-perform services
- b. may cancel the contract,
- c. require repayment of any part of the contract price already paid
- d. claim damages for any losses and costs incurred by **MP**.

On cancellation/termination of the contract by **MP**, the Media Partner will immediately return to **MP**, any property held by the Media Partner. The rights set out in these conditions above are in addition and without prejudice to **MP**'s other legal rights and remedies.

**Please sign off on the attached sheet and return same to MP**

To: **MP** FINANCE UNIT

**COMMITMENT STATEMENT**

We have received, read and understood the content of this document and wish to abide by it.

In the course of doing business with **MP**, we will comply fully with the requirements of this code at all times.

We will communicate in writing to **MP** any violation of the code of which we become aware.

MEDIA PARTNER'S COMPANY NAME: \_\_\_\_\_

Name of company's representative (in capital letters) \_\_\_\_\_

Signature: \_\_\_\_\_ Job Title (or Position): \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

**For MP**

**APPROVAL SHEET**

DATE APPLICATION RECEIVED \_\_\_\_\_

Review remarks

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Job Title: \_\_\_\_\_

Date: \_\_\_\_\_

MEDIA PARTNER APPOINTMENT APPROVED BY:

Name (in capital letters): \_\_\_\_\_

Signature: \_\_\_\_\_

Job Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPOINTMENT START DATE \_\_\_\_\_

APPOINTMENT REVIEW DATE \_\_\_\_\_

APPOINTMENT LETTER DATE \_\_\_\_\_