

This **MEMORANDUM OF UNDERSTANDING** made the .....<sup>1st</sup> Day .....  
of SUNE 2009 Between the **Nigeria Governors' Forum Secretariat** of 1 Deng Xiaoping  
Street, by AIT Junction, Asokoro, Abuja (Hereinafter referred to as the **FIRST PARTY**) of the  
**ONE PART** and **Ideal Communications Services Limited**, of Plot 1707, Jos Street, Area 3,  
Section 2, Garki, Abuja (Hereinafter referred to as the **SECOND PARTY**) of the **OTHER PART**.

Both parties shall hereinafter be referred to as **THE PARTIES**.

**WHEREAS:**

- The First Party is the Secretariat of the Nigeria Governors' Forum (The Forum) and therefore the administrative and technical organ of the Forum
- The second Party is a Marketing/Communications Consultancy Firm
- The second Party has sent a proposal for retainership as a Media Consultant to the First Party
- The **PARTIES** have thus agreed to enter into a relationship with each other on the terms and conditions appearing hereunder

**NOW THE PARTIES AGREE AS FOLLOWS:**

1. The **SECOND PARTY** shall on a regular basis provide Newspapers/Radio/TV Monitoring and Evaluation services.
2. The **SECOND PARTY** shall similarly provide Concept Development/Media buy services regularly to the **FIRST PARTY**.
3. The **SECOND PARTY** shall also offer Communication Advisory Services to the **First PARTY**.
4. The **FIRST PARTY** agrees that the payment for the above mentioned services shall be as follows:

i. Monitoring and Evaluation of Newspapers/Radio/TV	N2.5m
ii. Concept Development/Media Buy	N3.0m
iii. Communications Advisory Services	N5.0m

5. The **SECOND PARTY** undertakes to use its best endeavours in ensuring that its services are of the best quality and that its staff or any person engaged by it to provide any service in furtherance of this Agreement would carry out such service professionally, in the best tradition of the Media Industry and in accordance with acceptable standards in Nigeria.

**THE PARTIES FURTHER AGREE AS FOLLOWS:**

- 6.0 The PARTIES have agreed that all or any information, that any or all of the parties herein shall become acquainted with pursuant to this relationship, shall not be disclosed, either directly or indirectly to third parties or to use them in any way, or in any manner that would be detrimental to the operational interest (s) of the Parties collectively or individually, and all documents and/or information procured by any of the parties herein shall become and continue to be the exclusive property of the parties and such shall not be divulged in whatever circumstances to third parties except with the written consent of the parties herein.
- 6.1 Any intellectual property rights already obtained or in the process of registration by any of the parties shall remain the exclusive property of the party concerned and shall not be infringed upon in any manner whatsoever without the written consent of the party concerned.
- 6.2 The parties herein mutually agree and undertake to use their best endeavours, contacts and wherewithal to ensure that the relationship operates under and by virtue of sound business principles of accountability, transparency and profitability within the confines of the laws in force in Nigeria.
- 7 This Agreement shall come to an end if:
  - i. The Parties agree by mutual consent to terminate the relationship;
  - ii. By an Act of God, an event happens that completely extinguishes the basis for the relationship.
  - iii. A breach occurs that is so fundamental as to go to the root of this relationship.
- 8.0 In the event of any dispute or differences arising out of this relationship or any breach of the terms herein contained, the parties shall make their best endeavour to settle such dispute or differences amicably.
- 8.1 Should the parties fail to come to an amicable resolution of the dispute or difference, such dispute or difference shall be finally settled by arbitration.
- 8.2 Such dispute will be referred to a Sole Arbitrator who will be appointed by the mutual consent of the parties and in accordance with the provisions of the Arbitration and Conciliation Act, Cap 19, Laws of the Federation of the Nigeria.
- 8.3 The award of such arbitration shall be final and binding on the parties to this Memorandum of Understanding.



WHEREAT THE FIRST PARTY HEREUNDER AFFIXES ITS SEAL IN THE PRESENCE OF

*Asishana B. Okauru*  
Asishana B. Okauru Esq  
Director General

WITNESSED BY:

NAME *A. T. SHITWA*

ADDRESS *1 DONG XIAOPING STREET.*

OCCUPATION *Public servant.*

DATE *28<sup>th</sup> May 2009*

AND THE SECOND PARTY HAS SIGNED, SEALED AND DELIVERED

*Fatimah Mojeed*  
Fatimah Mojeed  
General Manager

IN THE PRESENCE OF:

NAME *Atang. W. Gbadamosi*

ADDRESS *PLOT 1707, JUS-ST. AREA-B. GARKI*

OCCUPATION *PUBLISHING*

DATE *01/06/09*