

# **MEMORANDUM OF UNDERSTANDING (MOU)**

**THIS MEMORANDUM OF UNDERSTANDING** (“MOU”) is made this ...5th... day of  
.....AUGUST.....2015 (“Effective Date”).

## **BETWEEN**

**MACAWMEDIA.COM LIMITED** of No. 14 Sule Abuka Street, (hereinafter called “the COMPANY” which expression where the context so admits include its agents and successors in title) of the first part,

## **AND**

**SOCIETY OF NIGERIA THEATRE ARTISTS** of ....., Nigeria (hereinafter called “SONTA” which expression where the context so admits include its agents and successors in title) of the second part.

## **WHEREAS:**

- A. The COMPANY as one of its business activities is engaged in the creation of a talent hunt TV reality show tagged “The Naija Amphi Teartre” (hereinafter referred to as “the Project”) which seeks to contribute to the promotion and development of the theatre arts industry in Nigeria particularly as regards talented youths in Nigerian tertiary institutions.
- B. SONTA is a registered body made up of practicing theatre arts practitioners who are committed to the growth of live and screen theatre practice in Nigeria.
- C. The COMPANY is desirous of engaging the assistance of SONTA in its execution of the Project and SONTA has agreed to assist the COMPANY in this regard.

**WHEREBY** it is agreed as follows:

## **1. THE PROJECT**

- 1.1. The project will be presented as a competitive theatre arts event designed solely for tertiary institutions in Nigeria (Universities & Colleges of Education, government or privately owned) offering Theatre Arts as a discipline. As a talent hunt show, the Project will be replete with students of the theatre arts, experienced lecturers and professional production crews presenting standard Stage Plays (Drama and Opera) with indigenous cultural infusion.
- 1.2 The Project will focus on showcasing total theatre production / performances, the productions will be a combination of indigenous music, dance and drama. The theme of each competition will be provided to the contesting institutions by organizers to depict our cultural background and history so as to promote peace and unity in our country.

## **2. MODUS OPERANDI**

- 2.1. The Project will have two stages, the Preliminary Stage and the Grand Finale Stage respectively. Each participating institution will provide their representative group (theatre/performing Arts students) to compete with their counterparts from other institutions
- 2.2. The competition will run for a period of 6 weeks, beginning with the Preliminary Stage, which will hold in the four main regions of the country (NORTH, WEST, EAST AND SOUTH) for a period of 4weeks, in which a week will be dedicated to each regional competition. Afterward, there will be a week break for the regional winners and the organizers to prepare for the Grand Finale, which run for a week in Lagos. Both stages will run be televised through selected satellite and terrestrial entertainment media/television stations with wide coverage
- 2.3. The welfare and camping of participating tertiary institutions at the Preliminary and Grand Finale stages will be provided for by the Organizers/Sponsors of this novel Program.

## **3. ROLE OF SONTA IN THE EXECUTION OF THE PROJECT**

- 3.1 SONTA shall assist the COMPANY in the execution of the Project by ensuring the availability and provision of the following services:
  - 3.1.1. Services of members of SONTA who are prominent theatre arts practitioners in the country will be engaged as Judges during the two stages of the Project.
  - 3.1.2. Services of members of SONTA who are make-up artists and costume designers will be engaged at all stages.
  - 3.1.3. Members of SONTA who are renowned theatre arts practitioners (Nollywood) actors/actress will be engaged to motivate contesting groups and supervise the competition process and stages.

## **4. HONORARIUM PAYABLE TO PARTICIPATING MEMBERS OF SONTA**

- 4.1. A honorarium shall be payable to any member of SONTA who participates in the Project by taking up any of the roles stated in clause 3 of this MOU.
- 4.2 The COMPANY and SONTA shall jointly agree on the honorarium that will be payable to any member of SONTA.
- 4.3 The COMPANY shall pay the agreed honorarium due to participating members of SONTA into SONTA's bank account below for onward distribution to the entitled participating members of SONTA.

### **SONTA'S BANKING DETAILS**

Bank:  
Account Name:  
Account No. :

## **5. GOOD FAITH**

- 5.1. SONTA shall render the assistance required by the COMPANY mentioned clause 3 above for the execution of the Project in good faith and deploy their time and effort effectively towards the successful execution of the Project.

## **6. TERM AND TERMINATION**

- 6.1 This MOU shall commence upon the Effective Date and shall continue to be in force until the maiden season of the Project is successful aired on television and shall be renewed on a yearly basis thereafter.
- 6.2. Either party shall be entitled to terminate this MOU upon giving the other party (90) ninety days written notice.

## **7. GOVERNING LAW**

- 7.1 This MOU shall be governed by, construed and interpreted according to the laws of Nigeria.
- 7.2. Any dispute conflict or claim which shall arise out of or in relation to this Memorandum of Understanding or its interpretation or implementation ("Dispute") shall first be settled amicably through direct discussions by the Parties.
- 7.3 If the Parties are unable to resolve the Dispute amicably, then same shall be exclusively and finally settled in Lagos before a single arbitrator to be appointed in accordance with the provisions of the Arbitration and Conciliation Act, CAP A18 Laws of the Federation of Nigeria, 2004. Such arbitration shall be under the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL) pursuant to section 53 of the aforementioned Arbitration & Conciliation Act CAP A18 Laws of the Federation of Nigeria, 2004. The proceedings shall be conducted in the English Language.
- 7.4 A dispute shall be deemed to have arisen when a Party gives notice in writing to the other Party to that effect. Judgment upon the award rendered by the arbitrator may be entered in any court having Jurisdiction thereof.

## **8. WAIVER**

- 8.1 The waiver by any party of any breach of any term of this Agreement shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach.

## **9. NOTICES**

- 9.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered by email or by hand or sent by registered post to the addresses of the Parties.

**IN WITNESS WHEREOF**, the PARTIES have executed this Memorandum of Understanding from the first day and year written above

**SIGNED** for and on behalf of  
**MACAWMEDIA.COM LIMITED**

.....Sgnd.....  
**DIRECTOR**

.....Sgnd .....  
**DIRECTOR/SECRETARY**

**SIGNED** for and on behalf of  
**SOCIETY OF NIGERIAN THEATRE ARTISTS**

**Mr** .....Sgnd.....  
**Authorized Signatory**

**Mr** .....Sgnd.....  
**Authorized Signatory**

**In the presence of.....Sgnd.....**

**Name** .....

**Occupation**.....

**Address**.....