



repronig

REPRODUCTION RIGHTS SOCIETY OF NIGERIA

. . . promoting access; rewarding authorship

**PUBLISHER
MEMBERSHIP & MANDATE**

3rd Floor, Premium House, Jericho; GPO Box 39371, Ibadan NIGERIA
Tel: (+234) 80 9938 8884; 80 9938 8885; Email: info@repronig.ng

**For more information or to download a
copy of this form visit: www.repronig.ng**

**SECTION A:
APPLICATION FOR MEMBERSHIP**

1. CORPORATE DETAILS

Name:
RC No.: Date registered:
Contact Address:
.....
Phone No.:
E-mail: Website:

2. DETAILS OF CHIEF EXECUTIVE OFFICER

Name (Surname first):
Designation:
Phone No.: E-Mail:

3. MEMBERSHIP OF REPRONIG

The above named company desires to become a member of the Reproduction Rights Society of Nigeria (REPRONIG) as a publisher of (Tick all that is applicable)—

- | | | |
|---|---|---|
| <input type="checkbox"/> Fiction books | <input type="checkbox"/> Non-fiction books | <input type="checkbox"/> Academic/scientific journals |
| <input type="checkbox"/> Other journals | <input type="checkbox"/> Newspapers, magazines | |
| <input type="checkbox"/> Sheet music | <input type="checkbox"/> Others (specify) | |

4. AFFILIATION

Is the company affiliated to any other rights management organization, local or international?

- No Yes (Attach relevant information):

SIGNATURE *(This form must be signed by the person mentioned in 2 above)*

The information supplied above is to the best of my knowledge correct.

Name:
Signature

Date:

SECTION B: MANDATE

THIS AGREEMENT is made this day of 20

BETWEEN

.....
incorporated in Nigeria with RC No. and having its registered office
at
("the Publisher"), being the owner of the right to which this Agreement relates;

AND

Reproduction Rights Society of Nigeria a company limited by guarantee with **RC No. 397758**, of **3rd Floor Premium House, Jericho Ibadan** ("REPRONIG").

BOTH PARTIES AGREE AS FOLLOWS:

Terms of Grant

1. The Publisher:
 1. warrants that it has the right and full power to assign the rights herein.
 2. grants to REPRONIG the non-exclusive right to authorize the reprographic reproduction or download of all works, the rights in which belong to the publisher, including the works listed in Schedule to this Agreement.
 3. authorises REPRONIG to negotiate and collect on its behalf any royalties for the secondary use, including but not limited to photocopying and download, of the works in respect of the rights assigned under this Agreement.
 4. authorises REPRONIG to institute and prosecute any proceedings, and do any acts as REPRONIG may deem expedient, to protect and defend the rights hereby granted by the Publisher.
 5. authorises REPRONIG, insofar as it may be necessary, to use the name of the Publisher for or in connection with any proceedings or acts and the Publisher hereby covenants to afford REPRONIG all reasonable assistance in exercising, enforcing and defending the rights granted under this Agreement.
 6. undertakes to inform REPRONIG from time to time and keep it informed of any additions to, or deletions from, the works, imprints or serial publications listed in the Schedule to this Agreement.
 7. grants to REPRONIG the right to represent it in any reciprocal agreement with other reproduction rights organisations or other collective management organisations or other intermediaries, subject to the condition that any licensing practices and reciprocal agreements entered into shall conform to internationally established licensing practices and principles on the exchange of licensing repertoires.

8. further warrants that he has not licensed or authorised any other person, aside from REPRONIG, to administer the rights granted under this Agreement.

2. REPRONIG undertakes:

1. to diligently exercise the rights hereby granted to it and to collect all royalties due in accordance with well known international standards.
2. that all royalties collected and accruing to the Publisher shall be distributed in accordance with the terms set out in the Distribution Policy of REPRONIG and any applicable statutes, rules or regulations.
3. in accordance with its approved accounting rules and procedures, to render an annual account to the Publisher in respect of all royalties collected and accruing to the Publisher by reason of this Agreement.
4. that it will use all reasonable endeavours to ensure that the rights and interests of the Publisher are safeguarded under the terms of any licence granted by REPRONIG to end-users in respect of the rights granted under this Agreement.
5. To handle all personal information supplied to it by the Author with utmost care and confidentiality and to only share such information for the purpose of the obligations arising from this Agreement.

Indemnity

3. The Publisher hereby covenants to indemnify and hold REPRONIG, its employees, agents and representatives harmless from and against any loss or damage, whatsoever which they may incur as a consequence of breach of any representation or warranty expressly or impliedly given by the Publisher under this Agreement.

Governing Law

4. This Agreement shall be governed by and interpreted in accordance with the laws of the Federal Republic of Nigeria.

Mediation and Arbitration

5. The parties to this Agreement agree to resolve all issues of disagreement or dispute before resorting to legal action and if they are unable to reach a resolution, the aggrieved party shall first submit the disagreement or dispute to mediation and arbitration and for this purpose both parties agree to submit to mediation and arbitration by the Nigerian Copyright Commission or such other person as both parties may subsequently elect.

Duration and Termination

6. This Agreement shall remain in force for an initial period of three (3) years and shall thereafter continue in force unless terminated by either party in accordance with the terms set out below.
7. Either party shall be entitled to terminate this Agreement by giving a written notice of 90 days to the other party of its intention to so terminate.
8. The termination of this Agreement shall not affect any licence already lawfully granted by REPRONIG under this Agreement to a user and the right to terminate this Agreement shall be without prejudice to any other rights or remedies that the parties may be entitled to under the law.

Account information

9. Upon signing of this Agreement, the Publisher shall provide REPRONIG with the following information:
- (i) The bank account details of the Publisher for the purpose of remittance of royalties.
 - (ii) The person to whom account statements and documents should be sent and the electronic mail address to be used for this purpose.
 - (iii) A copy of the company registration certificate of the Publisher.

IN WITNESS WHEREOF the parties hereby set their hands and seals on the date mentioned above.

SIGNED AND SEALED

for and on behalf of the Publisher

Name:

Designation:

IN THE PRESENCE OF

Name:

Designation:

Address.....

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Signature.....

SIGNED AND SEALED

for and on behalf of REPRONIG

Name:

Designation:

IN THE PRESENCE OF

Name:

Designation:

Address.....

Signature.....