

PEMRA Subscription Form for TAM Services

1. Client Name: _____
2. Company Name: _____
3. Status (broadcaster, advertiser, media buying company, etc.): _____
4. Authorized Person: _____
 - a) CNIC: _____
 - b) Cell No.: _____
 - c) Email: _____
 - d) Telephone No.: _____
 - e) Fax No.: _____
5. PEMRA Licence No. (for broadcasters only): _____
6. Name of TV Channel (for broadcasters only): _____
7. Names of registered / accredited companies for TAM services for which subscription is required:
 - a) _____
 - b) _____
 - c) _____
 - d) _____
 - e) _____
 - f) _____
 - g) _____
 - h) _____
 - i) _____
 - j) _____
8. Duration / period for which subscription is required: (monthly, quarterly, yearly) _____
9. Payment term (which shall be advance):
 - a) Monthly
 - b) Quarterly
 - c) Yearly

Note:

- a) The applicant shall submit an agreement on duly notarized stamp paper (specimen for Broadcaster & Advertiser attached as per Annex I & II respectively) subsequently preferably within a period of one month after subscription.
- b) Scanned copy of the duly filled subscription form shall be mailed to: tamclients@pemra.gov.pk while the form in original shall be dispatched to DG Licensing (BM), 4th Floor PEMRA HQ Mauve Area, G-8/1 Islamabad.
- c) The agreement in original referred in Para a above is to be submitted in person at PEMRA Headquarters Islamabad.
- d) The cost of the subscription (including applicable taxes) as per the rate card of the provisionally registered company available on PEMRA is to be paid in advance with a grace period if any allowed by the concerned provisionally registered company on monthly /quarterly /yearly basis directly to the Authority in the form of pay order / DD in favor of PEMRA to be dispatched alongwith the original subscription form.

- e) All invoices will be generated at the end of each month/ quarter/year of service providing and sent by e-mail or via post the payment of which shall be made in advance on monthly, quarterly or yearly basis within 15 days of the date of invoicing whereas the payment for the first month/quarter/year shall be made in advance at the time of subscription with a grace period (if any) specified in the rate card of the particular provisionally registered TAM company.
- f) Subscription of client will be suspended if it fails to make payment within 15 days.

Signature of Authorize Person of Client

Date: _____

To be submitted on stamp paper of Rs. 100 duly notarized.

AGREEMENT

This agreement made on -----day of , 2018, **BETWEEN**

1) **M/s ----- (operating TV channel ----, the Broadcaster/Landing Rights Permission Holder)**, a company registered office at address -----, hereinafter referred to as the “Client” (which expression all mean and include its successors and permitted assigns) of the first Part, represented by Authorized representative name ----- CNIC no. -----, Cell No. -----, e-mail: -----
and

2) **2) Pakistan Electronic Media Regulatory Authority (PEMRA) through its authorized officer** i.e. General Manager (Operation-Broadcast) having its registered office at PEMRA HQs., Mauve Area, G-8/1 Islamabad, hereinafter referred to as the “Authority” (which expression shall mean and include its successors and permitted assigns) of the 2nd Part.

WHEREAS the Authority has been directed by Hon’ble Supreme Court in Criminal Original Petition No.108/2018 through order dated 27.09.2018 to regulate rating services in Pakistan and implement PEMRA Registration/Accreditation of Television Audience Measurement (TAM)/ Rating Service Regulations, 2018. The Authority has been mandated to get viewership data from the registered/accredited company and the Client has agreed to subscribe to such services:

NOW IT IS AGREED as in the following clauses:

1. Period

The subscription services shall be for an initial period of ---- months, commencing from the date given at the beginning of this agreement. The period shall stand renewed automatically unless otherwise terminated by the client at least 30 days before expiry of the current term or by the Authority in case of default in payment or any other breach of this agreement.

2. Services

The client hereby agrees to subscribe to the following registered / accredited companies for TAM data:

- a) M/s ABC
- b) M/s XYZ
- c) -----

The subscription to TAM services will entitle the client to:

- a. The TV viewership data for all the TV channels and markets monitored by aforementioned companies, through an application of hardware and / or software.
- b. Live updates to the software and upgradation of hardware.
- c. One time or Periodic Training Sessions as mutually agreed between the Client and the above referred registered / accredited companies. These Training sessions may be charged at actual expenses.
- d. Online support services from the aforementioned registered / accredited companies for analysis and troubleshooting.

3. Subscription Fee

- a. The total cost for subscription for the period specified in clause 1 above shall be Rs. -- ----- (as per rate card of the registered company available on PEMRA website) (including applicable taxes) per month to be paid as per deadline given in the invoice, directly to the Authority in the form of pay order / DD in favor of PEMRA to

be dispatched to DG Licensing (Broadcast Media) PEMRA HQ Mauve Area Sector G-8/1 Islamabad or depositing the amount directly in Account as given in the invoice.

- b. The invoices will be generated by the concerned registered rating agency at the end of each month/ quarter/year of service providing, sent to PEMRA for verification / stamping and onward forwarding to the client by e-mail or via post, the payment of which shall be made in advance on monthly or quarterly basis within 15 days of the date of invoicing or as per the deadline given in the invoice.
- c. The invoices shall clearly mention at the bottom of the invoice, the PEMRA/ COLLECTION ACCOUNT for the ----- (name of registered rating agency) as the relevant account for payment and the deadline for payment.
- d. The subscription fee mentioned in Clause 3(a) is for the services specified in Clause 2 only. Any additional services shall be billed separately.

4. Copyrights

The copyrights for the TAM data referred to in Clause 2 above shall rest with the registered / accredited companies referred above and no data/extract thereof can be published or circulated by the client, save and except for circulation between the employees and authorized personnel of the Client, or traded without the written consent of the Authority or the registered / accredited company. Copyrights of the data and allied software / application shall rest with the concerned registered / accredited company. Any Infringement of the rights would be liable for prosecution as per law.

5. Renewal & Termination

1. All Subscriptions shall be renewed at the same rates unless otherwise notified by the Authority in writing at least 30 days before expiry of current agreement.
2. A written notice must be given to Authority at least 30 days in advance if the client wishes to unsubscribe within the agreement period.
3. The Authority reserves the right to suspend/terminate the services for non-payment and/or violation of any of the above terms & conditions specified in the agreement.

6. INDEMNITY

Both the parties hereby indemnify and hold each other and its respective officers, directors, employees and representatives harmless from and against any loss, damage, liability, payment and obligation and all expenses (including without limitation reasonable legal fees) incurred, suffered, sustained or required to be paid, directly by, or sought to be imposed upon other, as a result of the other party's failure to perform its obligations under this Agreement;

7. CONFIDENTIALITY

All data and information that may come into the possession of the client, or any of their respective subsidiaries, affiliates, employees and or any other person related to it, in any manner whatsoever, as a result of this Agreement, shall be deemed to be confidential and the client hereby expressly undertakes and covenants to keep the same and strictest confidence and not to disclose the same to any other person.

Provided, however, that the obligations contained in this Clause shall cease to have effect if such information:

- (i) Was published in Journals, Magazines, Press or any public Media or which is matter of public domain at the time of its disclosure to the concerned Party or subsequently, or
- (ii) Was already known to the concerned Party before receipt.
- (iii) The same was required by the Court and or any other Authority and SBP.

The obligations imposed by this section shall survive and the binding on the parties even upon and after the termination of this agreement.

8. RESOLUTION OF DISPUTES

The Parties expressly consent that all disputes shall be amicably settled between the Parties failing which such dispute shall be settled in accordance with (Arbitration Act, 1940) and the rules made there under.

IN WITNESS WHEREOF the parties have hereunder set their hands on the day and year first above written.

**FOR AND ON BEHALF OF
(Broadcaster)**

Signature: _____

Name: Mr. _____

**FOR AND ON BEHALF OF
PEMRA**

Signature: _____

Name: Mr. _____

Designation: _____

WITNESS

1. _____

2. _____

To be submitted on stamp paper of Rs. 100 duly notarized.

AGREEMENT

This agreement is made on _____ of October 2018, **BETWEEN**

1) **M/s ----- (the advertiser)**, a company duly incorporated under the laws of Pakistan and having its Head Office at ----- hereinafter referred to as the “Client” (which expression all mean and include its successors and permitted assigns) of the first Part, and represented by Authorized representative name ----- CNIC no. -----, Cell No. -----, e-mail: -----.

and

2) **Pakistan Electronic Media Regulatory Authority (PEMRA) through its authorized officer** i.e. General Manager (Operations-Broadcast) having its registered office at PEMRA HQs., Mauve Area, G-8/1 Islamabad, hereinafter referred to as the “PEMRA” (which expression shall mean and include its successors and permitted assigns) of the 2nd Part

WHEREAS the Authority has been directed by Hon’ble Supreme Court in Criminal Original Petition No.108/2018 through order dated 27.09.2018 to regulate rating services in Pakistan and implement PEMRA Registration/Accreditation of Television Audience Measurement (TAM)/ Rating Service Regulations, 2018. The Authority has been mandated to get viewership data from the registered/accredited companies and the Client has agreed to subscribe to such services:

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- d. Online support services from the aforementioned registered / accredited companies for analysis and troubleshooting.

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----- (as per rate card of the registered company available on PEMRA website)
(including applicable taxes) per month to be paid as per deadline given in the invoice, directly to the Authority in the form of pay order / DD in favor of PEMRA to be dispatched to DG Licensing (Broadcast Media) PEMRA HQ Mauve Area Sector G-8/1 Islamabad or depositing the amount directly in Account as given in the invoice.
- b. The invoices will be generated by the concerned registered rating agency at the end of each month/ quarter/year of service providing, sent to PEMRA for verification / stamping and onward forwarding to the client by e-mail or via post, the payment of which shall be made in advance on monthly or quarterly basis within 15 days of the date of invoicing or as per the deadline given in the invoice.
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IN WITNESS WHEREOF the parties have hereunder set their hands on the day and year first above written.

By
Name (authorized person)
On behalf of Client i.e. M/s:

Name:
Designation:
On behalf of PEMRA

Witness No. 1:

Witness No. 2: