

WEBSITE DEVELOPMENT AGREEMENT

This Website Development Agreement ("Agreement") is made and entered into on this [November 26, 2024], by and between:

Webtech Nepal Pvt. Ltd., a company duly incorporated under the laws of Nepal, having its registered office at Lazimpat, Kathmandu (hereinafter referred to as "Developer"),

AND

Esther Benjamin Memorial Foundation (EBMF), a non-profit organization, having its registered office at [Bagdol Marg Lalitpur], (hereinafter referred to as "Client").

WHEREAS, the Client desires to hire the Developer to design, develop, and implement a website, and the Developer agrees to provide such services under the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Scope of Work

The Developer shall design, develop, and implement a website for the Client. The scope of the website development shall include as per the quote.

- Website design and layout (based on Client's specifications)
- Front-end and back-end development
- Domain registration
- Web hosting setup
- Responsive design for desktop, tablet, and mobile devices
- Integration of necessary features such as:
 - Content Management System (CMS) for easy content updates
 - Contact forms, donation systems, or any other functionality as specified
 - Basic Search Engine Optimization (SEO)
- Testing and quality assurance
- Training for Client to manage and update the website

2. Project Timeline

The Developer agrees to deliver the completed website within a period of **one month**, beginning from the date of this Agreement, subject to timely provision of all necessary content and feedback from the Client.

Key milestones estimated:

- Initial Design Mockups approx: [7 days]
- Prototype for Review approx: [7 days]
- Content upload Final: approx: [7 days]



Any delays caused by the Client's failure to meet deadlines or provide necessary materials may extend the timeline.

3. Payment details and Terms

SN	Frontend	Backend	Timeline	Cost (NPR)
1. Designing/Development	HTML, Bootstrap, JS	WordPress	1 month	55,000.00

2. Web hosting	Details	Cost (NPR)
Web Hosting	(2 GB) 1-Year	10,000.00 per year

Total Taxable Amount : 65,000

13% VAT: 8450

Grand Total : 73450

The total fee for the Project is [73,450], which shall be paid as follows:

- **Deposit:** 50 % = (36,725) of the total fee upon signing the contract
- **Second Payment:** 40 % = (29,380) upon completion of the design and initial prototype
- **Final Payment:** 10 % = (7,345) upon completion of the website and before the final handover

All payments shall be made in Nepalese Currency via (e.g. bank transfer, check, cash etc). Payments are due within 7 days of the receipt of an invoice.

4. Client Responsibilities

The Client agrees to:

- Provide all necessary content (text, images, branding, etc.) in a timely manner.
- Provide timely feedback and approvals at each stage of the development process.
- Ensure that any content provided does not infringe upon any intellectual property rights.
- Cooperate with the Developer in a timely manner to resolve any issues that may arise during the development process.

5. Intellectual Property

Upon full payment of all fees, the Client shall own all rights, title, and interest in and to the website, including the design, code, and content, subject to any third-party licenses or restrictions.

The Developer retains the right to include a credit (e.g., "Website developed by Webtech Nepal Pvt. Ltd.") on the website or in the footer, unless otherwise agreed upon.

6. Confidentiality

Each party agrees to maintain the confidentiality of any proprietary or confidential information shared during the course of this Agreement, including but not limited to business plans, strategies, and client data. This obligation shall survive the termination of this Agreement.



7. Warranty and Maintenance

- The Developer warrants that the website will be free from defects in design and functionality for a period of 30 days from the final launch date.
- After the warranty period, the Developer may offer ongoing maintenance services, including bug fixes, updates, and security patches, for an additional fee.

8. Liability

The Developer will not be liable for any indirect, incidental, special, or consequential damages arising out of this Agreement, including but not limited to loss of data, revenue, or business. The Client's sole remedy for any breach shall be limited to the amount paid for the Project.

9. Termination

Either party may terminate this Agreement with written notice in the event of a material breach by the other party, provided that the breach is not cured within 30 days of receiving notice.

In the event of termination, the Client shall pay the Developer for all work completed up to the termination date, and the Developer shall provide the Client with all completed deliverables.

10. Force Majeure

Neither party shall be liable for delays or failure to perform under this Agreement due to circumstances beyond their control, including but not limited to acts of nature, war, terrorism, or other unforeseeable events.

11. Dispute Resolution

Any dispute arising out of or relating to this Agreement shall be resolved first through negotiation between the parties. If the dispute cannot be resolved through negotiation, the parties agree to attempt mediation before seeking legal remedies.

12. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Nepal. Any legal action arising from this Agreement shall be filed in the courts of Kathmandu, Nepal.

13. Miscellaneous

- **Amendments:** Any amendments to this Agreement must be in writing and signed by both parties.
- **Entire Agreement:** This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter.
- **Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.



IN WITNESS WHEREOF, the parties hereto have executed this Website Development Agreement as of the day and year first written above.

For Webtech Nepal Pvt. Ltd.

Signature:

Name: Suraj Adhikari
Title: MD

Witness

Signature:

Name: Sudeep Tamrakar
Title: Creative Director

Date: December 3, 2024

For Esther Benjamin Memorial Foundation (EBMF)

Signature:

Name: Atmaram Thapa
Title: Executive Director

Date: December 3, 2024



Witness

Signature:

Name: Prem KC
Title: Program Manager