Regd. No. 234569/076/077 PAN NO. 60972294



Consultancy Agreement with Bleeding Tech

This Agreement is made and entered into on **22nd November 2024** by and between **Unity for Change (UFC)**, with its principal place of office located at Lazimpat, Kathmandu, Nepal (hereinafter referred to as the "Client"), and **Bleeding Tech**, ((hereinafter referred to individually as a "consultant" and collectively as "the Parties").

Unity for Change aims to seek a qualified and experienced consultant to design, develop, test, and deploy a comprehensive website for its organization. The purpose of this project is to create a user-friendly, functional, and visually appealing website that aligns with the UFC's goals and provides an enhanced experience for its target audience.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Engagement and Services

(a) Engagement

UFC hereby will engage the Consultant to provide website development services, including but not limited to:

- Development of a comprehensive website in alignment with the Client's goals.
- Design and customization of the website's layout and interface.
- Testing of the website for performance and functionality.

- Deployment of the website to the Client's hosting platform.
- Handing over credentials, copyright and necessary documents of the website
- Submitting a final report and financial documents

(b) Standard of Services

The Consultant shall perform all services with promptness, diligence, and professionalism, as expected of a qualified expert. UFC agrees to cooperate and provide necessary resources, including content and access, for the successful completion of the project.

2. Consultancy Period

(a) Commencement

This Agreement shall commence on the signing date and continue until the completion of the project by Dec 20th, 2024.

3. Consultancy Fee

The total consultancy fee for the services rendered under this Agreement is **Rs.48,000/-** (Rupees Forty-Eight Thousand Only), inclusive of all applicable taxes.

- **Initial Payment**: 25% of the total fee (Rs.12,000/-) upon signing the Agreement.
- **Final Payment**: The remaining balance (Rs.36,000/-) upon project completion and before deployment of the website.
- Changes made to content that has already been submitted by the representative may result in additional charges at a minimum rate of Rs.100/- per hour.

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"परिवर्तनका लागि एकता"
UNITY FOR CHANGE

4. Independent Contractor

The Consultant agrees that all Services will be rendered as an independent contractor, and this Agreement does not create an employer-employee relationship between the Consultant and Unity for Change. The Consultant shall have no right to receive any employee benefits provided by Unity for Change to its employees.

5.Force Majeure

Either Party shall be excused from any delay or failure in performance required under this Agreement if caused by any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of war, fire, insurrection, strikes, lockouts, riots, earthquakes, floods, explosions, or other acts of nature. The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. Once such events have abated, the Parties' respective obligations shall resume.

6.Non-Publicity

The Parties agree not to disclose the existence or contents of this Agreement to any third party without the prior written consent of the other Party, except: (i) to auditors, members, or staff who have a need to know such information; or (ii) as may be required for the enforcement of this Agreement or as otherwise legally mandated.

7. Modification and Termination

The Consultant must adhere to Unity for Change's safeguarding policies, including but not limited to the Code of Conduct, Anti-Corruption Policy, and other relevant organizational policies. Failure



to comply with these policies or any other contractual obligation, as well as instances of misconduct, may result in termination of this Agreement. Unity for Change reserves the right to take appropriate action, including termination, at its sole discretion. Any modifications to this Agreement, including changes to deliverables, financial terms, or timelines, must be agreed upon by both Parties in writing before the end of the contract term.

8.Assignment

The Services to be performed by the Consultant are personal, and Unity for Change has engaged the Consultant due to their specific expertise. The Consultant agrees not to assign, sell, transfer, delegate, or otherwise dispose of this Agreement or any rights, duties, or obligations under it without the prior written consent of Unity for Change.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties have duly executed this Agreement by their authorized representatives as of the date first written above.

Signed for and on behalf of UFC	Signed for and on behalf of Consultant
Signature	Signature:
Name:	Name:
Position:	Position:
Stamp	Pan number: