

PUBLISHING AGREEMENT

Dated:

THIS BLOG CONTRIBUTOR PUBLISHING AGREEMENT (the "Agreement") is made and entered by and between:

PARTIES:

PUBLISHER [Up Everest Travels & Tours P. Ltd], a company organized and existing under the laws of Nepal having registered office at [Pulchowk, Lalitpur, Nepal].

AND

AUTHOR [Please insert name] (Citizenship No. [●]), a citizen of [Please insert] and resident of [Please insert complete address].

The Publisher and the Author shall hereinafter also be individually referred to as the "Party" and collectively as the "Parties".

WHEREAS:

The Publisher is desirous of publishing the Author's articles by obtaining copyright, subsidiary rights and all other rights in the Author's articles and the Author is desirous to grant such rights and assign to the Publisher sole and exclusive right to publish such articles.

NOW, THEREFORE, the Parties hereto agree that this Agreement and the conditions herein are a legal agreement between Publisher and Author.

1. SUBJECT MATTER OF THE AGREEMENT

The Author shall write articles (the "Work") for the Publisher as per the content and subject matter required by the Publisher. The Publisher shall publish the Work received from the Author on (www.upeverest.com).

2. DELIVERY OF WORK

2.1 The Author shall deliver the Work to the Publisher within [agreed period] from the date of notification via email/phone call by the Publisher to the Author.

2.2 If the Author fails to deliver the Work as required under Section 2.1 of this Agreement, and/or any revisions and corrections thereof as requested by the Publisher, on the dates

reasonably designated by the Publisher, or if the Author fails to do so in a form and substance reasonably satisfactory to the Publisher, then the Publisher shall have the right to terminate this Agreement. Upon termination by the Publisher, the Publisher shall not have any obligation to pay the Author. The Author however shall, without prejudice to any other right or remedy of the Publisher, immediately repay the Publisher any advance or sums previously paid to the Author.

3. RIGHTS TO WORK PRODUCT

- 3.1 The Author hereby acknowledges that the Work and other documentation, materials or intellectual property thereto (the "**Work Product**") are works which have been specially commissioned by Publisher and are "**work made for hire**" for the Publisher. The Publisher shall own all right, title, and interest therein.
- 3.2 The Publisher shall be considered the author of the Work Product for purposes of copyright and shall own all the rights in and to the copyright and other intellectual property rights in relation to the Work Product. As between the Publisher and the Author, only the Publisher shall have the right to obtain registration of intellectual property rights on the Work Product which the Publisher may do in its name or its trade name. The Publisher shall have the sole and exclusive rights to do and authorize any and all of the acts with respect to the Work Product and any derivatives thereof, and to secure any and all renewals and extensions of the copyrights, and any other intellectual property rights thereto.
- 3.3 The Author shall not claim any intellectual right in the Work Product.
- 3.4 Except to the extent that any such waiver is prohibited by law, the Author hereby waives the benefits of any "moral rights" and agrees not to institute, support or maintain or permit any action or lawsuit that the work owned or used by the Publisher constitutes an infringement of any moral rights of the Author. The Author agrees that the Publisher shall have unlimited right to vary, change, alter or modify, add to and delete material or content from the Work as a whole without any consent from the Author.

4. FEES AND PAYMENT TERMS

- 4.1 The fee shall be paid in [as agreed] for an article.
- 4.2 100% payment shall be made upon the delivery of the Work and receipt of invoice by the Publisher.
- 4.3 Applicable withholding tax under the laws of Nepal shall be deducted by the Publisher while making the payment of fees under this Agreement.
- 4.4 The Parties hereto shall bear their respective costs required to comply with their respective rights Agreement.

[Please note that the withholding tax would be 15% if the service provider does not have VAT registration in Nepal. In case if the service provider has the VAT registration then 13 % VAT shall be applicable along with 1.5% withholding tax on service fee]

5. REPRESENTATION AND WARRANTIES

The Author represents and warrants to the Publisher that: (i) the Work is original and is not in public domain; (ii) the Author is the sole proprietor of the Work and has full power and authority, free of any rights of any nature whatsoever by any other person, to enter into this Agreement and to grant the rights which are granted to the Publisher in this Agreement; (iii) the Work has not been published in whole or in part, in any form; (iv) the Work does not, and if published will not infringe upon any copyright or any other intellectual property rights of any third party; (v) the Work contains no matter whatsoever that is obscene, libelous or is in violation of any third party's rights and (vi) the Author will not hereafter enter into any agreement or understanding with any person or entity which might conflict with the rights granted to the Publisher under this Agreement.

6. TERM AND TERMINATION

6.1 The Agreement shall be terminated by:

- (a) The Publisher (i) at its sole discretion with thirty (30) days' prior written notice without furnishing any reason thereof, or (ii) with immediate effect, in case of default on the part of the Author in complying with its obligations, or breach of any terms of this Agreement, including breach of any warranty, representation or obligation under this Agreement, after giving a reasonable opportunity of up to thirty (30) days to cure;
- (b) The Author, with immediate effect, in case of default in the payment obligations of the Publisher, after giving a reasonable opportunity of thirty (30) days to cure;
- (c) Mutual agreement of the Parties.

7. GENERAL PROVISION

7.1 **Confidentiality:** This Agreement, including any information received in connection herewith, is confidential and shall not be disclosed by the Parties except when such disclosure is authorized by the other Party in writing or is required by the state authorities in accordance with relevant laws.

7.2 **Independent Contractor:** Nothing herein shall be construed as to create an employer-employee, partnership or agency relationship between the Publisher and the Author. The Author is an independent contractor and not an employee, partner or agent of the Publisher.

7.3 **Indemnification:** The Author shall save harmless and indemnify the Publisher and its directors and employees in respect of all claims, demands, proceedings, damage, costs, charges and expenses whatsoever arising out of or in relation to breach of any terms of this Agreement, including breach of any warranty, representation or obligation under this Agreement.

7.4 **Complete Agreement:** This Agreement together with all exhibits, appendices or other attachments, is the sole and entire agreement between the parties relating to the subject matter hereof. This Agreement supersedes all prior understandings,

agreements and documentation relating to such subject matter. In the event of a conflict between and provisions of the main body of this Agreement and any attached exhibits, appendices or other materials, this Agreement shall take precedence.

- 7.5 **Modification to Agreement:** Modifications and amendments to this agreement shall be enforceable only if they are in writing and are signed by authorized representative of both parties.
- 7.6 **Waiver:** No provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by authorized representative of the concerned party.
- 7.7 **No Agency:** Nothing contained herein will be construed as creating any agency, partnership, joint venture or other form of joint enterprises between the parties. The parties acknowledge that Author shall perform his obligations hereunder as an independent contractor. The manner and method of performing such obligations will be under Publisher's sole control and discretion. Author's sole interest is in the result of such services. It is also expressly understood that Author's employees and agents, if any, are not customer's employees or agents, and have no authority to bind Publisher by contract or otherwise.
- 7.8 **Notice:** All notice and other communication required or permitted under this agreement shall be in writing and shall be sent by registered post acknowledgement due to the addressed as follows, or to such other address as each party may designate in writing:

Author:

Attn: Mr.

Fax No:

email:

Phone no.:

Publisher:

Attn: Mr.

Fax No:

email:

Phone no.:

- 7.9 **Applicable Law:** This Agreement will be governed by the laws of the Nepal. Any dispute arising under this Agreement shall be brought exclusively in the Court of Kathmandu, Nepal.

- 7.10 **Severability:** If any provision of this Agreement is held invalid, void or unenforceable under any applicable rule of law, it shall to that extent be deemed omitted, and the balance of this agreement shall be enforceable in accordance with its terms.
- 7.11 **Assignment:** Neither party may assign or subcontract its rights or obligations under this Agreement without the prior written consent of the other party

IN WITNESS WHEREOF, the Parties have executed this Agreement in two (2) originals on the day set forth below, of which the Parties have taken one (1) each. The Parties acknowledge that they are fully aware of the contents and extent of the Agreement including all its Annexes.

THE PUBLISHER:

THE AUTHOR:

(Signature)

(Signature)

Name:
Title:
Date:

Name:
Title:
Date: