

Related on decision no. 4401 dated 2077.05.12

**Agreement Format for Bandwidth Service**

This Bandwidth Service AGREEMENT (the "Agreement") is entered into Dated:  
..... by and between:

.....(name of Network Service Provider) legally authorized/licensed to operate Network/Bandwidth service by the concerned Authority and having its corporate office at .....(details of Address) nepal (hereinafter called "**Service Provider** " which term shall mean and include its successors and permitted assigns);

AND

.....(name of Internet Service Provider) legally authorized/licensed to operate Internet service by the concerned Authority and having its corporate office at .....(details of Address) nepal (hereinafter called "**Customer**" which term shall mean and include its successors and permitted assigns);

Each the "Party" and collectively referred to as the "Parties".

WHEREAS, .....(name of Network Service Provider) provides international bandwidth access through .....(name of service provider) Optical Fiber/Wireless network, and Customer desires to purchase such access from .....(name of Service provider);

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

**1. Definitions**

In this agreement, the following words shall have the meaning as assigned to them as below:

- (a) "Agreement" means this Agreement along with Annex-I hereto and any amendment in future as agreed by the Parties.

- (b) “Service” means Internet Bandwidth Service provided by .....(name of Network service provider) and purchased by the Customer.
- (c) “NOC” means Network Operation Centre of .....(name of service provider).

**2. Agreement Duration:**

The terms and conditions of this Agreement shall commence from ..... for a period of ..... **Months/year** after the Service Commencement.

**3. Abide by Law of Nepal Government:**

Customer shall resell the Internet Service to its customers within the ambit of applicable local and international laws which include Telecommunication Act-1997. The Electronic Transaction Act-2006, Telecommunication Regulation Act-1997, and various bylaws of NTA, Directives and orders time to time to issue by Nepal Telecommunication Authority and Government of Nepal. If there are any other laws rules and regulations that fall within the purview of said transaction, those will be applicable as well.

**4. Pricing and Billing:**

- (a) Service Commencement and billing shall be started from the day of service started as per this agreement.
- (b) Customer shall pay to service provider for the Service as defined in Annex-I. The Service fee is exclusive of the applicable VAT and Government Taxes.
- (c) The rate of such Service Charge shall have to be approved by the Nepal Telecommunications Authority (NTA) as per Guideline for tariff approval for Telecommunications Services.
- (d) Payment shall be made by the Customer after receiving the receipt of the Tax Invoice.
- (e) Service provider shall provide the payment clearance letter as per requested by customer.
- (f) If customer has any disputes on any invoiced amount, it shall submit to the service provider within Seven (7) days, such disputed invoice with written documentation identifying the items, which need re-verify. The parties

shall investigate the matter and upon mutual agreement, a correct one shall be issued by the Service Provider.

**5. Responsibilities of Parties:**

- (a) Service Provider shall provide dedicated internet connection on agreed bandwidth as mention in annex-1 to Customer using Optical fiber/wireless.
- (b) Service Provider and customer shall comply with the laws, rules, guidelines and/or regulations of the Nepal Telecommunications Authority.
- (c) Service Provider shall responsible for maintaining fiber/wireless link from NOC to POP for the bandwidth.
- (d) Customer shall responsible to establish and maintain link from service provider's POP for connectivity at its own expenses.
- (e) Customer shall provide with the copy of Valid ISP license.
- (f) The Customer shall be fully responsible for the required equipment for establish/ up the link
- (g) The Customer is fully responsible for the maintenance of its Local Area Network.
- (h) The Customer is liable for any unlawful activities through the service operation. Service Provider shall have the right to investigate, provide logs, browse, communications etc between customer and any offender during the criminal investigation as per the rule of law.
- (i) Minimum Link uptime guaranteed up to 99.2% per year for Urban areas; and 95% per year for Rural areas.
- (j) Customer understands that the service may be disrupted during the conduct of maintenance or due to technical reasons beyond Service Provider's control. An effort should thus be made and guaranteed, to forewarn client in case of the maintenance of the service network and disruption of the services as when possible by the means of email and/or phone.
- (k) .....(Name of Network Service Provider) will not be responsible for the disruption of the service due to the failure of the international link (upstream of Service Provider) at any time. However, .....(name of Network Service Provider) will make all the effort to restore the link and bring the service back to normal.
- (l) Other Terms and condition shall apply as per mutual understand of both parties.

**6. Disclaimer of Warranty and Limitation of Liability:**

- (a) It is acknowledged by Customer that .....(Name of Network Service Provider) does not operate or control the Service in any way whatsoever, and that all merchandise, information, content and services offered or made available or accessible on the Internet are offered or made available or accessible by third parties with whom Customer shall contract directly for such services. Consequently, .....(Name of Network Service Provider) offers no warranty, whether expressed or implied, and makes no representation with regards to any merchandise, information, content, or services offered or made available or accessible on the Internet.
- (b) .....(Name of Network Service Provider) does not restrict access to any destinations, provide those are not restricted by the state authority within the Internet network; however, the Customer acknowledges that other Internet service providers may, from time to time, filter or restrict access to other destinations within the Internet network.

**7. Force Majeure:**

Except as provided herein, no Party shall be liable to the other for any delay in the performance or any non-performance of any of its obligations hereunder (and shall not be liable for any loss or damages caused thereby) where the same is occasioned by any cause whatsoever that is beyond its control including but not limited to an act of God, war, earthquake, strike, lockouts, industrial disputes, civil disturbance, requisitioning, governmental or parliamentary restrictions, prohibitions or enactment's of any kind, import or export regulations, exchange control regulations, breakdown of machinery, fire, under water cable cuts or accident, shipwrecks, non availability of vessels or transport.

**8. Renew of Agreement:**

This agreement shall renew automatically at the end of the expiry period annually unless customer requests modification/review/amendment/addendum/termination of the service provided through a written request communicated to the other party at least 30 days in advance.

**9. Termination of Agreement:**

- (a) Either Party may terminate this Agreement if the other Party hereto fails to perform and discharge its substantial obligations as set forth in this Agreement and such default has not been cured within 30 (Thirty) days after receipt by the defaulting Party of written notice thereof from the non-defaulting Party.
- (b) .....(Name of Network Service Provider) may immediately terminate this agreement if:
  - (i) Customer is involved with fraud or attempted fraud or any other criminal offence or illegal activities in connection with the use of the Service.
  - (ii) Customer tried to any corrupt practices and provided any facility, gift to .....(Name of Network Service Provider) employee and their family and friend to get this service agreement.
- (c) It is agreed that due to any reason in future if it becomes necessary to terminate this contract before the expiry date, both parties have the right to do so by giving a written prior notice of 30 (Thirty) days..
- (d) Unless otherwise provided in this Agreement, termination is without prejudice to any other right or remedy of the Parties. Termination of this Agreement does not release either Party from any liability which, at the time of termination, has already accrued to the other Party or which may accrue in respect of any act or omission prior to termination or from any obligation that is expressly stated to survive the termination.

**10. Notices:**

Notices sent by email/letter shall be conclusively deemed to have been received by the addressee upon confirmation of receipt. Any changes to the above addresses shall be made to the other Party hereto in writing.

**11. Confidentiality**

- (a) Service Provider and Customer shall protect the secrecy of server identification and/or password assigned to it at all times. The Customer shall ensure that it is not revealed or disclosed to any person in any manner.
- (b) Both parties agree that all the information communicated by one party to the other in connection with this agreement shall be received in confidence and will not be disclosed by both the parties without any written consent of the other party.

**12. Miscellaneous:**

- (a) This Agreement is legally binding document between both parties. No changes, alteration or modifications shall be effective unless it is in writing.
- (b) Both parties shall comply with the laws, rules, regulations, guidelines and bylaws or Nepal Telecommunications Authority (NTA).
- (c) If any disputes arise between the customer and service provider, initially effort will be made to settle the dispute through mutual consensus. If the parties do not arrive at satisfactory conclusion, they have the right to go the jurisdiction on Nepalese court.
- (d) Any Article or subsection of this Agreement or any other clause of this Agreement which is, or becomes, illegal, or unenforceable shall be severed here from and shall be ineffective to the extent of such illegality or unenforceability and shall not affect or impair the remaining provisions hereof which shall continue to remain in full force and effect.

**For and on behalf of**

**(Name of Network Service Provider)**

Name:

Designation:

Email:

Contact no.

Date:

.....

Signature and Seal:

**Witness,**

Name:

Designation:

Email:

Contact no.

.....

Signature

**For and on behalf of**

**(Name of Customer)**

Name:

Designation:

Email:

Contact no.

Date:

.....

Signature and Seal:

**Witness,**

Name:

Designation:

Email:

Contact no.

.....

Signature

**ANNEXE -1 Description of the Service**

The rate for various Services is hereby agreed as follows;

<b>S.N.</b>	<b>Description</b>	<b>Location</b>	<b>Starting Bandwidth Capacity</b>	<b>Connectivity</b>	<b>Rate Per Mbps per month</b>	<b>Remarks</b>
1.	Internet Bandwidth	.....	.....Mbps/ Gbps	Fiber/Wireles	.....	
2.	One time Installation Charge	-	-	-	.....	

**Note:**

1. All above mentioned amounts are exclusive of VAT & other Government Taxes.
2. In case of revised agreement or modification of any clauses, a new amendment will be signed by both parties.