Contract Between Participating Company and Nepal Tourism Board (NTB)

to

<u>Participate in International Tourism Promotional Programme</u> <u>Organized/Coordinated by Nepal Tourism Board (NTB)</u>

The company which is accepted by NTB to participate in an international tourism promotional programme/events (herein after referred to as Program/event) solely or jointly (in cooperation with any relevant organization) conducted by Nepal Tourism Board shall be, hereinafter, referred to as Participating Company, and the person nominated by the Participating Company to participate in such Programme/event on behalf of the company shall be referred to as Participant. Nepal Tourism Board is, hereinafter, referred to as NTB. NTB and the Participating Company mutually have agreed to respect and abide by the following terms and conditions:

- 1. NTB, Participating Company and Participants shall respect the following conducts and provisions:
 - a. The Participant shall put on formal dress or National dress or Traditional dress of an indigenous community of Nepal during all days of the programme/event.
 - b. The participant is not allowed to invite non-participating companies/person to share their booth/table.
 - c. The participant is not allowed to distribute any brochure/ leaflet/ collateral of another company which he/she is not representing.
 - d. Nepal as a destination should be given primary focus while selling the tourism products and services.
 - e. Meeting tables in the stall are for common usage to all the participants for business discussions only.
 - f. All Participants shall report immediately to NTB in writing for any delay or inability to attend the programme/event.
 - g. The participant should not behave any way that may bring harm to the image of Nepal and bring loss to the property or belongings of NTB displayed and kept in the programme/event.
 - h. The Participant shall attend the Debrief Meeting in Nepal for Post fair feedback/discussion
 - i. NTB shall do its best to amicably settle any disputes or issues, if arises any, regarding the Programme/Event.
 - j. The respective desk of NTB and Staff of NTB, nominated for the Programme/event shall have responsibilities to proceed for fulfilling the provisions and terms and conditions of this Contract.
 - k. The participant and the Participating Company shall have right to report to the Tourism Marketing and Promotion Department of NTB or Chief Executive Officer of NTB on any misconduct or misbehavior of the Staff of NTB representing NTB for the Programme/event or on any failure to fulfill the acts that are clearly deemed to be responsibilities of the Staff.

Name of Participating Company:

Name of Programme/event:

- 2. NTB shall make a visa recommendation letter to the respective visa issuing authority for issuing visa(s) to enable the participant to participate in the program/event. NTB shall clearly state the date and name of the Programme/event in the recommendation letter for visa for the Participant.
- 3. The Participant shall abide by the terms and conditions of visa or permissions of Stay given by a country in which the Programme/event takes place. The Participant who has been granted visa or permission of stay without any recommendation of NTB shall also abide by the terms and conditions of visa or permission of Stay given by any country.
- 4. The Participating Company shall be treated as a defaulting company if the participant from the company does not abide by the terms and conditions of Visa or Permission of Stay and does not leave the country within the time period permitted by the Visa or the Permission of Stay given by a country. This provision/condition shall be applicable to all the participants if the participant enters into a foreign country to participate in the Programme/event conducted solely or jointly by NTB even if NTB had not made any recommendation to get the visa or the permission of stay granted.
- 5. The Contract shall not be considered to be applicable for any other visits/travel of the person who participated as a Participant and already left the country where the Programme/event took place. Similarly, the Contract shall not be considered to be applicable after more than six months from the date when Programme/event finishes in the condition that he/she still has visa or permission to stay for more than six months.

Clarification: Many countries give visa for certain fixed period. If the participant has/gets visa for upto six months, then the clause (4) of this Contract is considered to be applicable. He/she has to leave the country before the Visa or Permission of Stay expires. If the participant has/gets visa for more than six months, in such condition NTB shall not look into when the participant leaves the country.

- 6. Notwithstanding the provisions in the Clause (5) of this Contract, the Participant, having visa for more than six months from the date when the Programme/event finishes, commits any activities out of provisions of the law of the country and NTB is reported by a competent authority including respective embassy on such illegal activities of the Participant, NTB in such condition shall take the issue seriously and seek for further action as per the existing laws of the country and as per the spirit of this Contract.
- 7. The Participating Company which is represented by the Participant who fails to abide by the provisions mentioned in Clauses (3), (4) and (5) of this Contract shall be considered to be violating the provisions of this Contract. NTB shall reserve right to blacklist such Participating Company upto 5 years. Name/s of such Participant and name/s of their respective company shall be recorded as Blacklisted Individual and Blacklisted Company respectively. NTB shall have right to disqualify such Blacklisted Company and Blacklisted Individual for any activities/nomination/recommendation where role of NTB is deemed necessary. NTB shall have right to warn or may disqualify the Participating Company for any other Programe/event where NTB involves if the participant from the company fails to abide by the conducts and provisions as per the Clause (1) of this Contract.

Name of Participating Company:

authorities about the names of the Blacklisted Coproprietor/shareholder of such Black listed comp Blacklisted Company, Blacklisted Individual Company into appropriate legal proceedings. Ch	ne of the Blacklisted Company and Blacklisted shall have right to inform embassies/visa issuing ompany, Blacklisted Individual and the name of the rany. Moreover, NTB shall have right to bring such and proprietor/shareholder of the Blacklisted ief Executive Officer of NTB shall reserve right to B who fails to fulfill the responsibilities as per the
9. The extent of the penalty as per the Clauses (7) and (8) of this Contract shall be determined by the Chief Executive Officer of Nepal Tourism Board.	
We have clearly understood that the term Participating Company herein means Similarly, we have understood that the term Programme/event herein means We have fully agreed to abide by the terms and conditions of this Contract and signed the contract. We here understand that the official (s) participating in the Program/event on behalf of the Participating Company is/are:	
Name of Participant:	PP No:
Name of Participant:	Pp No:
On Behalf of NTB	On Behalf of the Participating Company
Name:	Name:
Designation:	Designation:
Signature	Signature:
Seal of NTB:	Seal of the Company:
Witness:	Witness
Name:	Name:
Designation:	Designation:
Done on	

Name of Participating Company:

Name of Programme/event: