

AGREEMENT
BETWEEN
NIPPON KOEI CO., LTD.
AND
PHILKOEI INTERNATIONAL, INC.
FOR
DEVELOPMENT OF WATER RESOUCES RISK INDICATOR

MARCH 2023




**AGREEMENT
BETWEEN
NIPPON KOEI CO., LTD.
AND
PHILKOEI INTERNATIONAL, INC.
FOR
DEVELOPMENT OF WATER RESOURCES RISK INDICATOR**

This Agreement made and entered into this 1st day of March 2023 by and between Nippon Koei Co., Ltd., represented by Mr. Daikichi OGAWADA, Team Leader with its main office located at No. 1204 Inarihara, Tsukuba-shi, Ibaraki Pref., Japan (herein referred to as "NK") and Philkoei International, Inc. (PKII) represented by Mr. Jose Adones C. Beringuela, Vice President, with its main office located at Unit 1701 A&B, 17th Floor, Orient Square Building, F Ortigas Jr. Road, Ortigas Center, Pasig City (herein referred to as "PKII").

WHEREAS

- 1) The Team has selected PKII to provide supports through assignment experts (hereinafter referred to as the PKII Staff)
- 2) PKII agrees to assign their experts and staff to provide support under the terms and conditions stipulated in this Agreement;

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

ARTICLE 1 SCOPE AND PERIOD OF SERVICES

- 1.1 The scope and period of works are described in Appendix 1 SCOPE OF SERVICES. PKII shall carry out the works as stipulated. Further detailed instructions may be given to PKII where necessary from time to time by the Team Leader of NK or his designated person.
- 1.2 The assignment period of the Experts shall be as mentioned in Appendix 2 ASSIGNMENT PERIOD. The assignment period may, however, be extended or shortened upon written consent of the parties hereto.



ARTICLE 2 RESPONSIBILITIES

PKII shall perform the work with due diligence and efficiency, in a manner acceptable and satisfactory for the project, and act at all times to protect its interest. PKII shall assume all responsibilities and liabilities for the execution of the works.

ARTICLE 3 CONFIDENTIALITY AND COPYRIGHT

PKII shall keep all information confidential and shall not release any to the third parties. The copyright of all the documents and report prepared by PKII in connection with this Agreement rests with NK, and PKII shall not use the contents thereof for any purpose unrelated to the contracted work without the prior written approval of NK.

ARTICLE 4 ASSIGNMENT

Neither this Agreement nor any portion of the interest of each of the parties hereto can be assigned, pledged, transferred or hypothecated without prior written consent of the parties hereto.

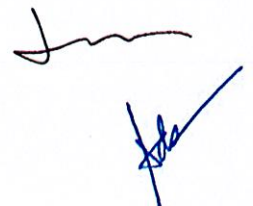
ARTICLE 5 CONTRACT AMOUNT AND MODE OF PAYMENT

5.1 NK shall pay estimated amount of **SEVENTY THOUSAND FIVE HUNDRED SIXTY PESOS** (Php70,560.00). Breakdown of the estimation is shown in Appendix 3. Measurement and Payment conditions are as follows:

- NK shall pay Remuneration and communication based on actual working days recorded in time sheet. The time sheet shall be submitted every end of the month, subject to Team Leader's (or his designated person's) approval.
- Working time shall be calculated as follows:
1 month = 22days
- NK shall pay for data collection and other expenses based on original cost receipts.

5.2 Mode of Payment

Payment on remuneration and/or direct expenses stipulated herein shall be made based on invoices by PKII. Original receipts shall be attached to the invoice for reimbursement of direct expenses.



Each and every month during the period of the services, PKII shall prepare an invoice, which comprises the remuneration and/or direct expenses stated in Appendix 3 and submitted it to NK's team leader or his designated person.

- 5.3 The payment shall be made in Philippine Peso (PHP) by way of telegraphic transfer to the account mentioned below within one (1) month from the date of the receipt of PKII's invoice. PKII shall confirm in advance the reliability of transferring to this account.

Bank Name : Mizuho Bank, Ltd.
Branch Name : Manila Branch
Account Name : Philkoei International Inc.
Account Number : H10-767-105551
Swift Code : MHC BPHMM
Bank Address : 25th Floor, The Zuellig Building, Makati Avenue corner Paseo de Roxas, Makati City

ARTICLE 6 MODIFICATION AND AGREEMENT

This Agreement may only be modified, in whole or in part, by the mutual agreement in writing of both parties.

ARTICLE 7 ARBITRATION

Any dispute or differences arising out of this Agreement that cannot be amicably settled between the parties shall be finally settled by a single arbiter appointed by the parties in accordance with provisions of the Arbitration Act, Laws in Japan. The resulting award shall be final and binding on both parties.


ARTICLE 8 EFFECTIVENESS

This Agreement shall become effective on the date of its signing and shall remain in force until the completion of the program and all payments thereof shall have been completed.




IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

For and on behalf of
PHILKOEI INTERNATIONAL, INC.


JOSE ADONES C. BERINGUELA
Vice President - Domestic Consulting
Group

For and on behalf of
NIPPON KOEI CO., LTD.


DAIKICHI OGAWADA
Team Leader

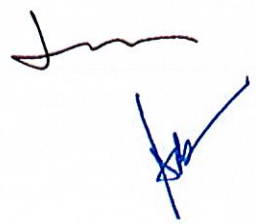
Appendix 1

SCOPE OF SERVICES

The PKII's Assistance services shall include the following (0.5 M/M):

1. Arrangement of the Interview Survey

- ✓ Making appointment for interview survey with 3 organizations; NIA, MWSS and NEDA.
- ✓ Attend meetings that will be required and prepare minutes of meeting


Handwritten signature and initials in blue ink, located in the bottom right corner of the page.

Appendix 2

ASSIGNMENT PERIOD

Estimated MM is **0.5 MM** for the tasks shown in Appendix.

Working Period is from **February 2023 to March 2023.**

A handwritten signature in blue ink, consisting of a stylized 'J' followed by a horizontal line and a checkmark-like flourish.

COST ESTIMATION

Development of Water Resources Risk Indicator					
	Item	Unit	Quantity	Unit Rate	Amount
A. Remuneration					
	Jeremy Chuaquico	MM	0.5	125,000	62,500
B. Data Collection					
		Set	0	-	
C. Miscellaneous Expenses					
	Per diem	day	0	1,500	
	Hotel Accommodation	day	0	2,500	
	Transporation				
	Air fare	Roundtrip	0		
	Ferry	Roundtrip	0		
	Taxi/Grab, etc.	trip	0		
	Car rental	day	0		
	Communication allowance	mo.	0.5	1,000	500
D. Management Fee (10% of B)					
E. VAT (12% of A+B+C+D)					
					7,560
TOTAL (Php)					70,560

Note:

1. Remuneration and communication will be paid based on actual working hours recorded in time sheet. The time sheet shall be submitted every end of the month, subject to Team Leader's (or his designated person's) approval.
2. Working time shall be calculated as follows:
1 month = 22days
3. Data collection cost will be paid based on original receipts from PAGASA

