



Ref. No.: P-22-082

**PROFESSIONAL SERVICE AGREEMENT
FOR THE
MAGAT DAM SEDIMENTATION STUDY**

This Agreement entered into this 26 July 2022 in Ortigas Center, Pasig City, Metro Manila by and between:

PHILKOEI INTERNATIONAL, INC., a consulting firm duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at Unit 1701, 17th Floor, The Orient Square Building, F. Ortigas Jr. Road, Ortigas Center, San Antonio, Pasig City (hereinafter referred to as "PKII"),

and

MR. CONRADO PAREDES with residence at 12 Bougainvillea Street, Bantug Norte, Philippines (hereinafter referred to as "EXPERT").

WITNESSETH

WHEREAS, PKII desires to engage the services of a competent Dam Engineer/Coordinator to render technical services 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 OF SERVICES

- 1.1 The Expert shall carry out the services of a **Dam Engineer/Coordinator**, as indicated in the attached **Annex-1**.
- 1.2 Besides the specific task of the Expert as indicated above, further detailed instructions may be given from time to time by PKII and/or the Team Leader.

ARTICLE 2 RESPONSIBILITIES AND SCHEDULE

- 2.1 The Expert shall perform the services on time and with due diligence and efficiency in conformity with sound professional practices in a manner acceptable and satisfactory to PKII and act at all times to protect the interest of PKII and/or the Team Leader.
- 2.2 The Expert shall complete the assigned tasks in the form and accuracy acceptable to, and approved by PKII within the schedule agreed upon with them. No extension of the schedule shall be allowed without the written approval of PKII.

ARTICLE 3 PERIOD OF SERVICES

The period of services of the Expert shall be as follows:

Position	Man-months	Inclusive Periods
Dam Engineer/Coordinator	Lump sum	20 May 2022 – 19 July 2022

Unless otherwise modified or extended in writing by PKII or terminated earlier in accordance with ARTICLE 10 hereof.

ARTICLE 4 PLACE OF ASSIGNMENT

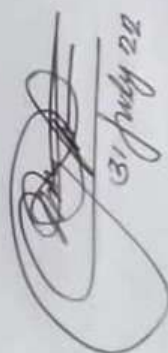
- 4.1 The Expert's regular place of assignment shall be at the PKII Main Office, 17th Floor, The Orient Square Bldg., Ortigas Road, Ortigas Center, Pasig City
- 4.2 During the period of services, the Expert shall report to Mr. Jose Adones C. Beringuela (AVP-Domestic).

ARTICLE 5 WORKING DAYS AND HOURS

- 5.1 The Expert shall follow the standard working days and hours observed by the Project office.
- 5.2 Any overtime work including work on Saturday, Sunday or holiday, which may be required, shall be deemed as already covered by the remuneration rate specified in ARTICLE 6 hereof.

ARTICLE 6 REMUNERATION

- 6.1 PKII shall pay the Expert a Professional Fee of **PESOS: ONE HUNDRED THOUSAND (₱100,000.00)** (lump sum) for services rendered during the period stipulated in the foregoing ARTICLE 3.
- 6.2 The Expert shall be provided with Per Diem of **₱1,000.00/day** and a reimbursable Hotel Accommodation.
- 6.3 PKII shall deduct applicable withholding tax from the professional fee as required by laws, rules and regulations of the Bureau of Internal Revenue.
- 6.4 Other expenses that may be required for the performance of the Expert of the services may be considered for reimbursement subject to the approval of PKII. All expenses incurred by the Expert which have been approved in writing by PKII shall only be reimbursed and paid upon the submission of the Expert of official receipts.
- 6.5 The schedule or terms of payment of the Expert's Remuneration shall be as follows:
50% - Upon issuance of contract
50% - Upon commencement of the Preparation of TOR for FS of Magat Sedimentation Project
- 6.6 The Expert shall submit an Invoice to PKII based on the above terms as this shall be the basis for payment of the Expert's Remuneration.


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- 6.7 The Expert may opt to have his/her remuneration and other reimbursements deposited to his/her BPI bank account. Bank charges for payment remittance to a non-BPI bank account shall be borne by the Expert. Further, in case payment pick-up is preferred, the Expert shall be notified by PKII once payment is ready for personal pick up at PKII Head Office. In case an authorized representative of the Expert shall collect the payment from PKII, an Authorisation Letter shall be required.

ARTICLE 7 FACILITIES TO BE PROVIDED BY PKII

At no cost to the Expert, the Expert may use the Project office equipment and supplies necessary for the performance of the services. The Expert, however, shall use or procure his/her own personal computer for the performance of the services.

ARTICLE 8 OWNERSHIP, COPYRIGHT, AND CONFIDENTIALITY

The Expert shall hold and maintain any Confidential Information in strictest confidence for the sole and exclusive benefit of PKII. The Expert shall not, without prior written approval of PKII, use for the Expert's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of PKII, any Confidential Information. The Expert shall return to PKII any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if PKII requests it in writing.

ARTICLE 9 TERMINATION

- 9.1 This Agreement shall be terminated automatically upon the expiration of the period of services specified in ARTICLE 3 hereof, except when otherwise modified or extended in writing by PKII.
- 9.2 This Agreement may be terminated by PKII earlier than the specified period of services in any of the following cases:
- 9.2.1 Where, at any time during the Expert's assignment, his or her services are deemed no longer necessary.
 - 9.2.2 Where, in the opinion of PKII, the Expert is judged unqualified or incompetent to handle any of the assigned works.
 - 9.2.3 Where the Expert is involved in an act or behavior that violates any provision of this Agreement or existing laws, regulations or Company Rules and Regulations.
 - 9.2.4 Where PKII has to replace the Expert for reason of health or other justifiable reason.
 - 9.2.5 Where PKII has to replace the Expert due to the request or instruction of the Client.
 - 9.2.6 If the contract between PKII and the Client is terminated for any valid reason.
- 9.3 This Agreement may be terminated by the Expert for any justifiable reason upon 30 days' prior notice in writing to PKII, subject to PKII's acceptance thereof, and after proper endorsement of any assignment and pending tasks.
- 9.4 In case the Expert fails or refuses to comply with its obligations under this Agreement, abandons his work or refuses to complete the service period, or in case this Agreement is otherwise terminated by PKII by virtue of the Expert's breach of any of the provisions of this Agreement, the Expert shall be liable to fully reimburse PKII all expenses incurred by PKII for the deployment of the Expert, including but not limited to transportation expenses and accommodation expenses, and attorney's fees/costs of suit, should PKII engage the services of counsel to enforce its rights.

ARTICLE 10 STATUS OF THE EXPERT

The Expert has been hired by PKII on a consultancy basis only. There shall be no employee-employer relationship between the Expert and PKII.

ARTICLE 11 MODIFICATION TO THIS AGREEMENT

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

ARTICLE 12 EFFECTIVITY

This Agreement shall become effective on the date of the actual mobilization of the Expert to the project and, unless terminated in accordance with ARTICLE 10 hereof, shall remain valid until the completion of the period of services stipulated in ARTICLE 3 hereof or modification/extension thereof.

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

The Expert

For Philkoei International, Inc.

 31 July 22
CONRADO M. PAREDES

TIN No. 134-676-075

Acct. No. _____

Bank Name: _____

Branch: _____


PETER S. SAMOZA

President

ANNEX – 1: Scope of Work

Dam Engineer/Coordinator

1. Support for the study of rough construction plan and cost estimate for sedimentation measures of Magat Dam;
2. Data collection for construction plan and cost estimate;
3. Arrange and attend the meetings with NIA and others;
4. Preparation of minutes of meetings; and
5. Field investigation (as required).



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