

MEMORANDUM
on
FURNISHING EXPERTS
between
NIPPON KOEI CO., LTD.
and
PHILKOEI INTERNATIONAL INC.

In accordance with the Master Agreement for Provision of Experts for Consulting and Engineering Services, made on 1st day of April, 2017 between NIPPON KOEI CO., LTD. (NK) and PHILKOEI INTERNATIONAL INC. (PKII), we, the undersigned, representing the same parties of the Master Agreement, have hereby mutually agreed that PKII will provide the Expert to NK with the following particular provisions:

A. The Expert

Name : Mr. Yutaka Taniguchi
Date of Birth : November 20, 1983
Nationality : Japanese

B. Prime Contract

Project Name : Project for Enhancing Capacity of Transit Oriented Development
Client Name : Japan International Cooperation Agency
Contract Date : February 16th, 2022

C. Assignment

Position : Deputy Team Leader/ Urban Planning System and Urban Development (2)

Scope of Work : Output1: To strength the capacity for formulation of legal framework and technical standards for the TOD approach in urban planning.

Output2: To formulate a guideline for the implementation of TOD in National Metropolis (Lima-Callao).

Output3: To clarify issues and challenges in applying TOD approach in National Metropolis (Lima-Callao) through formulating concept plan for 3 pilot projects.

 

Assignment Period : April 3, 2023 – June 30, 2024 (2.47 M/M in Peru*)
and Work Schedule : April 3, 2023 – June 30, 2024 (1.00 M/M in the Philippines*)
Total: 3.47 M/M
*30 days = 1MM for the Services in Peru. Calculation shall be "the actual working days /30".
*20 days = 1MM for the Services in the Philippines. Calculation shall be "the actual working days /20".

D. Cost Estimate

- 1) Remuneration : JPY 1,890,600 /month-
* Remuneration shall be paid by NK according to the actual working days.
- 2) Out of Pocket Expenses
 - a. Per Diem for the assignment in Peru JPY 4,500/day
*Per Diem shall be paid by NK according to the actual working days.
 - b. Accommodation for the assignment in Peru Accommodation shall be arranged by the Expert. Accommodation fee shall be reimbursed by NK.
 - c. International Airfare -Three round trips from Manila to Lima by discount business class.
- Air tickets shall be arranged and provided by NK.
-Original evidences such as Boarding Pass, Passenger Coupon shall be submitted to NK to back up the reimbursement from the Client.
 - d. Insurance Insurance for the Expert shall be arranged and borne by NK.
- 3) Applicable taxes The VAT in the Philippines is not included in the amount stated above. NK shall pay the VAT at the payment due to the Expert in accordance with applicable laws or regulations. The current VAT rate (as of the Effective Date) is 12% and the Parties understand that this rate may change during the period of this Memorandum.

 

E. Payment Terms

- 1) PKII shall submit an itemized invoice for services performed by the Expert on a monthly basis and no later than the third business day of the following month. The itemized invoice shall comprise the remuneration, and the direct cost stipulated in Cost Estimate.
- 2) The above invoices shall be submitted to NK with the following particulars:
Address : Urban Development Department
Mr. Kuniomi Hirano
Project Code : JA22D1011
- 3) The payment shall be made in JPY 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 Corporate Bank, Ltd.
Branch Name : Manila Branch
Account Name : Philkoei International Inc.
Account Number : H10-767-105551
Bank Address : 25th Floor, The Zuellig Building, Makati Avenue
corner Paseo de Roxas, Makati City, Philippines, 1225

- 4) Remittance charge shall be deducted from the amount of each payment.

All terms and conditions of the Master Agreement shall remain in full force except as agreed herein.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum in duplicate to be signed as of April 13th, 2023.

This Memorandum shall become effective retroactively as of the April 3rd, 2023.

PHILKOEI INTERNATIONAL INC.

NIPPON KOEI CO., LTD.



Peter S. SAMOZA
President



Masaru Takase
General Manager
Accounting & Management Department
Consulting Operations Headquarters