

AGREEMENT
BETWEEN
NIPPON KOEI CO., LTD.
AND
PHILKOEI INTERNATIONAL, INC.
FOR FURNISHING EXPERT
FOR
ADVISORY SERVICES FOR INTEGRATED WATER RESOURCES
MANAGEMENT IN THE REPUBLIC OF THE PHILIPPINES

JUNE 2023

**AGREEMENT
BETWEEN
NIPPON KOEI CO., LTD.
AND
PHILKOEI INTERNATIONAL, INC.
FOR
ADVISORY SERVICES FOR INTEGRATED WATER RESOURCES MANAGEMENT
IN THE REPUBLIC OF THE PHILIPPINES**

This Agreement was made and entered into this 19th day of June 2023 by and between Nippon Koei Co., Ltd. represented by Mr. Tadahiro Fukuda, Team Leader, with its main office located at No. 5-4 Kojimachi , Chiyoda-ku, Tokyo, Japan (hereinafter 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 1701A&B and 702 and 1703, 17th Floor, Orient Square Building, Emerald Avenue, Ortigas Center, Pasig City (hereinafter referred to as "PKII ").

WHEREAS

- 1) The Team has selected PKII to provide supports through dispatch of experts (hereinafter referred to as the PKII Staff) for the Advisory Services for Integrated Water resources Management in the Republic of the Philippines
- 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 position and assignment period of the Experts shall be as mentioned in Appendix 2 POSITION AND ASSIGNMENT PERIOD. The assignment period may, however, be extended or shortened upon written consent of the parties hereto, subject to the prior approval of the Client

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 third parties. The copyright of all the documents and reports 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 the service fee and direct costs indicated in **Appendix 3 COST ESTIMATE** upon presentation of the PKII's invoice in the following manner.

Payment No.	Schedule
1 to 9	Every quarter of the year

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- 5.2 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 : MHCBPHMM

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

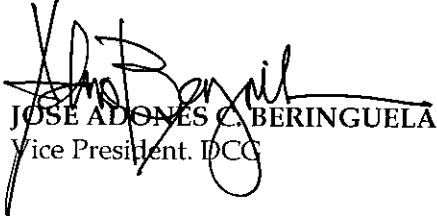
Any dispute or differences arising out of this Agreement that cannot be amicably settled between the parties shall be finally settled by a single arbiter appointed by the parties in accordance with provisions of the Arbitration Act, Laws in Japan. The resulting award shall be final and binding on both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

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


TADAHIRO FUKUDA
Team Leader

Appendix 1**SCOPE OF SERVICES**

The PKII shall help services to the Study to ensure that the work executed by the Team is in compliance with the Contract.

The PKII's Assistance services shall include the following:

Requirements and Work of Local Experts

Local Position	Qualifications	Requirements and Work
Technical Assistance/ Water Resources Plan and Management	At least 10 years of experience in similar work	<ul style="list-style-type: none"> Engineers with extensive connections with relevant agency personnel (assuming use of technical assistance and coordinators during the Data Collection Survey). Manage the work of all local staff. During the period when the Japanese expert team is not in the field, this expert supports field activities, including information gathering and supervision of letter transmissions and receipts with relevant agencies, under the direction of the relevant team members.
Baseline Survey	At least 5 years of experience in similar work	<ul style="list-style-type: none"> Expert to assist with the following baseline studies; <ul style="list-style-type: none"> - The latest information on basic information (socioeconomic, hydrology, water use, water-related policies, systems, plans, etc.) - Organize the contents of the issues in the implementation of integrated water resources management, and the information necessary to solve them - Other information and data as requested by each member of the expert team
Secretary	At least 5 years of experience in similar work	<ul style="list-style-type: none"> - Must be able to manage local office operations, arrange meetings and liaison for remote work.

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[Handwritten signature]

I. Field Inspection Allowance (Per Diem and Hotel Accommodation Allowance)

Prior order by the Team Leader is necessary to conduct field works. The days verified by the Team member for actual performance are counted for the payment based on Working Record.

The field allowances mentioned above includes all expenses to be incurred by the field works except for traveling costs between Manila and the site including the fare from residence to airport and vise versa.

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A handwritten signature in black ink, consisting of a stylized 'X' followed by a long, sweeping horizontal line.