

JA1600209

Project Code: JA15R1003/16-300

10/19

AGREEMENT
BETWEEN
NIPPON KOEI CO., LTD.
AND
MR. MAURICE FREDERICK BURLEY
FOR RENDERING TECHNICAL SERVICES
FOR
DETAILED DESIGN FOR HANOI CITY RING ROAD NO.3
CONSTRUCTION PROJECT, MAI DICH - SOUTH THANG LONG
SECTION
IN VIETNAM

OCTOBER, 2015

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M. H.

M.B.

**AGREEMENT
BETWEEN
NIPPON KOEI CO., LTD.
AND
MR. MAURICE FREDERICK BURLEY
FOR RENDERING TECHNICAL SERVICES**

This Agreement made and entered into this 11th day of October, 2015 by and between Nippon Koei Co., Ltd. with its main office located at No. 4, Kojimachi 5-chome, Chiyoda-ku, Tokyo, Japan (hereinafter referred to as "NK") and Mr. Maurice Frederick Burley, with his home located at 9 First Street, Warrandyte, Victoria, Australia 3113 (hereinafter referred to as the "the Specialist")

WITNESSETH

WHEREAS, NK desires that the Specialist will furnish the technical services as Road Safety Audit Specialist of NK Team of the consulting services for Detailed Design for Hanoi City Ring Road No.3 Construction Project, Mai Dich - South Thang Long Section (hereinafter referred to as "the Project") under the Contract for consulting services (hereinafter referred to as "the Prime Project") with Project Management Unit Thang Long.

AND WHEREAS, the Specialist agrees to render such 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 AND PERIOD OF SERVICES

1.1 The Specialist shall carry out the services as stipulated in Appendix 1 SCOPE OF SERVICES hereto (hereinafter referred to as "the Services"), under the direction of the Project Manager of NK (hereinafter referred to as "the Manager").

M.M.
MB,

- 1.2 In order to perform the Services, the Specialist may be given further detailed instructions where necessary, from time to time, by the Manager.
- 1.3 The position and assignment period of the Specialist for on-assignment shall be as mentioned in Appendix 2 SPECIAL PROVISIONS. The assignment period may, however, be extended or shortened upon written consent of the parties hereto.

ARTICLE 2 RESPONSIBILITIES

- 2.1 The Specialist shall perform the Services with due diligence and efficiency, in conformity with sound engineering, administrative and commercial practices, in a manner acceptable and satisfactory to NK and the Client, and act at all times to protect the interests of NK and the Client during the service period as indicated in Appendix 2 SERVICE PERIOD.
- 2.2 During the assignment period as indicated in Appendix 2 SPECIAL PROVISIONS, the Specialist is exclusively assigned to the Project
- 2.3 The Specialist shall maintain the good health to complete the assignment described in Appendix 1 and Appendix 2 hereto. When the Specialist finds or recognizes that the health condition is not good enough to complete the assignment, the Specialist shall report the health condition to the Manager without any delay.
- 2.4 The Specialist shall use only licensed, or otherwise legally obtained computer software for the assignment described in Appendix 1 and Appendix 2 hereto.
- 2.5 The Specialist has to obtain prior approval of the Manager to leave Vietnam.
- 2.6 The Specialist shall send Activity Report to NK without delay when assignment is finished by the form shown in Appendix 5 Activity Report. Activity Report should be sent to the Highways and Bridges Department.

ARTICLE 3 INDEMNITY

- 3.1 The Specialist shall indemnify NK when he causes any losses or damages to NK on purpose during the assignment period as indicated in Appendix 2 SPECIAL PROVISIONS. The Specialist shall be liable towards NK for such loss or damage to an amount equivalent to the damage or loss caused.

ARTICLE 4 INSURANCES

4.1 Overseas Travel Accident Insurance, the contents of which are stipulated below will be provided subject to the approval of the insurance company at no cost to the Specialist;

- i) Life insurance for accidental death amounting to Japanese Yen 50,000,000.-
- ii) Residual disability amounting to Japanese Yen 50,000,000.-
- iii) Life insurance for death from illness or residual disability, but not extending to chronic illnesses, amounting to Yen 10,000,000.-
- iv) Medical insurance for illnesses, but not extended to chronic illnesses, Medical insurance for injury, and Insurance for rescuer's expense amounting to Yen 30,000,000.-

The beneficiary for the insurance policy shall be NK, and when accidental death including death from illness, injury or illness of the Specialist happens, NK will deduct any direct expenses arisen related to the accident and possible replacement of the Specialist from the insurance award. NK will deliver the remainder of the insurance award after such deduction to the Specialist or the Recipient designated by the Specialist in Appendix 2.

4.2 Regardless of the above subparagraph, NK and the Specialist confirm that NK shall not be liable for any payment obligation of or damage to the Specialist caused by the accidental death including death from illness, injury or illness of the Specialist when it is not attributable to NK.

ARTICLE 5 WORKING HOURS AND LEAVE

5.1 The Specialist shall follow the standard working hours and legal holidays observed in Vietnam or decided by the Manager

5.2 Unpaid sick and home leave for the Specialist shall be granted under the management of the Manager, if required.

M.H.
[Signature]

ARTICLE 6 TAXES AND DUTIES

6.1 NK shall be responsible for his own taxes, duties, charges and/or fees of whatever nature imposed on the Specialist for the Project.

ARTICLE 7 SERVICE, FACILITIES AND EQUIPMENT

NK shall provide the Specialist at NK's expenses with the following services, facilities and equipment.

- i) The Specialist may use a vehicle with driver free of charge as required for performance of the Services under the arrangement and direction of the Manager; and
- ii) NK shall make arrangement for the Specialist to get necessary permits and authorizations from the government of Vietnam such as entry visa, resident permits, working permits, travel documents as required in carrying out the Services, if requested by the Specialist.

ARTICLE 8 PAYMENT

- 8.1 NK shall pay the Specialist remuneration for the actual days spent by the Specialist in performing the Services for the Project, including travel days to/from Vietnam. The amount of remuneration and out-of-pocket expenses shall be as stated in Appendix 3 COST ESTIMATE hereto.
- 8.2 Payment of remuneration and out-of-pocket expenses stipulated in Appendix 3 COST ESTIMATE shall be made to the Specialist by NK upon presentation of the monthly invoice with original receipts by the Specialist. The sample form is attached hereto. The payment shall be made in US Dollars by way of telegraphic transfer to the account mentioned in Appendix 4 MODE OF PAYMENT hereto within one (1) month after receipt of the invoice from the Specialist. The remittance charge shall be deducted from the amount of each payment.
- 8.3 If the Specialist fails to perform the Services or obligation hereunder, then NK shall be entitled to set-off any payments due and owing to NK against such payments as due and owing to the Specialist pursuant to this Agreement.

M.M.

MB

ARTICLE 9 ASSIGNMENT

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

ARTICLE 10 COPYRIGHT

The copyright of all the reports, documents and drawings prepared by NK and/or the Specialist in connection with the Prime Contract rests with the Client. The Specialist shall not use the contents thereof for any purposes unrelated to the Services without the prior written approval of NK. The Specialist acknowledges that copyright of computer software preinstalled in computers that are used for the Services is owned by copyright holder and duplicating any software from those computers to any other computers is strictly prohibited.

ARTICLE 11 CONFIDENTIALITY

The Specialist shall not at any time disclose to any person or entity any confidential information obtained from the Services under this Agreement. Except with prior written consent of NK, the Specialist shall in no case communicate or disclose to any third party any information of this Agreement.

ARTICLE 12 TERM AND TERMINATION

- 12.1 This Agreement shall become effective on the date of its signing and shall remain in force until the Services and all payments therefor shall have been completed.
- 12.2 This Agreement shall be terminated with immediate effect if and when the Prime Agreement between NK and the Client is suspended or terminated. NK shall promptly notify the Specialist of the termination of this Agreement.
- 12.3 This Agreement may be terminated by either party hereto upon thirty (30) days written notice in the following cases:
- i) Where in the opinion of the Client or the Manager, the Specialist is found unqualified or incompetent to handle any or part of the Services specified in Appendix 1:

N.M.
MB

- ii) Where the Specialist is involved in any act or behavior that violates laws, regulations or public policy in Indonesia or in any country where the Specialist has connection; or
- iii) Where the Specialist has the problem of health or other reasons justifiable enough to the Client; or
- iv) Where either party wishes to terminate.

12.4 This Agreement may be terminated by NK in case of the Specialist's death or in case NK finds the Specialist difficult to complete the Services.

12.5 In the event of termination of this Agreement for any reason, the Specialist shall be paid his costs, both in foreign and in local currencies, for the services performed up to the termination date, including all reimbursable costs then due, plus return expenses.

12.6 In the event of termination of this Agreement or upon expiration of the assignment period, the Specialist shall return to NK any and all documents, equipment, computer software, goods or other materials provided by NK, upon request of NK. Further, the Specialist shall erase the contents relating to the Services contained in his computer.

ARTICLE 13 ENTIRE AGREEMENT AND MODIFICATION

13.1 This Agreement, including Appendixes, constitutes the complete and final agreement between the parties herein with respect to the subject matter hereof and supersedes all prior negotiations, representations and agreements, oral or written, between the parties with respect hereto.

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

ARTICLE 14 SEVERABILITY

If any one or more of the provisions contained in this Agreement is held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be in any way affected or impaired thereby.

The parties hereto shall endeavor in good faith to replace the invalid, illegal or unenforceable provision with a valid provision, the effect of which is as close as possible to that of the invalid, illegal or unenforceable provision.

M.H.
MB,

ARTICLE 15 APPLICABLE LAW

This Agreement shall be governed solely by and construed in accordance with the laws of Japan.

ARTICLE 16 ARBITRATION

Any dispute or differences arising out of this Agreement which cannot be amicably settled between the parties hereto shall be finally settled by arbitration under the Rules of Conciliation and Arbitration of the International Chamber of Commerce. Arbitration shall take place in Tokyo, Japan. The resulting award shall be final and binding on both of the parties.

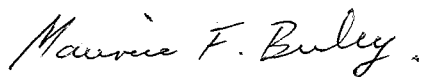
ARTICLE 17 EFFECTIVENESS

This Agreement shall become effective on the date of its signing and shall remain in force until 31st day of March 2016. This Agreement will be extended, if agreed in writing by both parties.

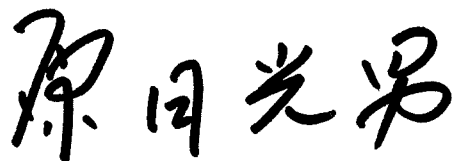
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

For and on behalf of
THE SPECIALIST

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



MAURICE FREDERICK BURLEY



Mitsuo HARADA

General Manager

Logistics & Operations Department

International Consulting Operations

Appendix 1

SCOPE OF SERVICES

The detailed scope of the services shall be determined in accordance with the assigned task defined for the position of Road Safety Audit Specialist in Prime Contract with client, or direction of the Manager.

M.H.
MB.

Task 4.6 Conduct road safety audit

The Consultant will conduct a road safety audit and reflect its results to the design to minimize risks to road users on the traffic accident potential and safety performance on the Project road. Aim of road safety audit is to identify what needs to be done either to prevent the occurrence of traffic accidents or to reduce the severity of accidents should they occur.

1) Confirmation of General Requirements

The Consultant will confirm general requirements of road safety on the Project road by followings:

- Relevant Vietnamese Technical standards
- PIARC Road Safety Manual 2004
- Task 4.5: O&M Plan

2) Review of Design Drawings

The Consultant will review the following draft version of design drawings to identify the road safety issues and ensure appropriate road safety measures into our design in the early stage of D/D works.

- Plan and Profile
- Typical Cross Sections
- Interchange Plan
- Auxiliary Works

3) Site Inspection

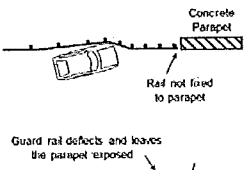
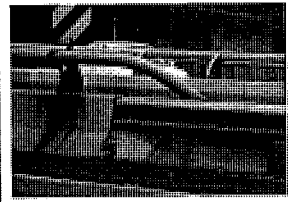
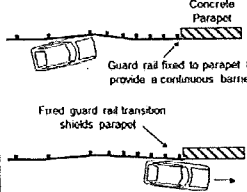
The Consultant will conduct the site inspections at the following locations:

- Whole Project Site: To identify the potential road safety risks in general
- Specific Locations (BP and EP): To grasp the exact site characteristics

4) Study on Road Safety Issues and Measures

The Consultant will study the necessary road safety measures and compile as the Road Safety Audit Report and obtain the agreements among relevant organizations.

Road safety audit report (example) is shown below

Item No.	Safety Concern	Priority Ranking	Recommended Solution / Options to be Considered	Revised Priority Ranking	Response by Design Team
	 <p>Concrete Parapet Rail not fixed to parapet Guard rail defects and leaves the parapet exposed</p> <p>Figure 3-8: Example of performance without guardrail / bridge barrier connection</p>		<p>Design in Specification 22TCN273-2001 (refer Figure 3-11). Figure 3-12 shows an example of an existing bridge retrofitted with a guardrail connection. In this example, the guardrail is fastened to the abutment / parapet using a fitting that bolts onto the concrete. This fixing could also be used for new bridges where a recess is not cast into the concrete.</p>  <p>Figure 3-10: Example of guardrail connected to bridge safety barrier</p>		
	 <p>Concrete Parapet Guard rail fixed to parapet to provide a continuous barrier Fixed guard rail transition shields parapet</p> <p>Figure 3-9: Example of performance with guardrail / bridge barrier connection</p>				

Source: Da Nang - Quang Ngai Expressway Construction Project, Nippon Koei Co. Ltd.

Figure Road Safety Audit Report (Example)

M.H.
AUB

Particular Issues

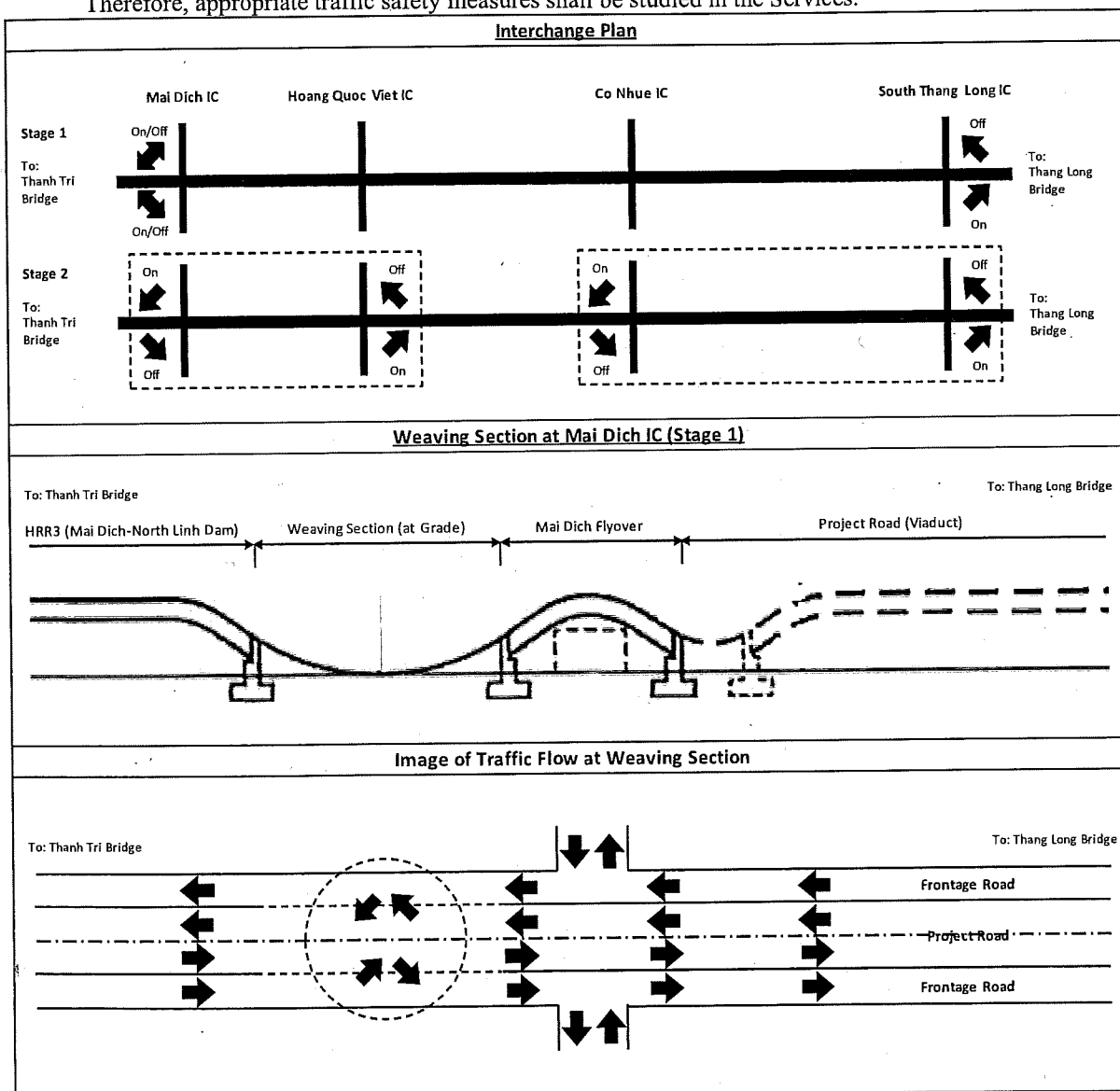
1) Road Safety (Beginning Point, Stage 1)

In order to minimize the land acquisition and resettlement in Stage 1, the Hoang Quoc Viet IC is scheduled in Stage 2 in the F/S plan; therefore, the on/off traffic at Mai Dich IC will be mixed at the weaving section (at grade) in Stage 1 as shown below.

In accordance with the relevant international design standards, the Consultant understands that the road safety at the weaving section can be ensured by the following measures:

- > Apply traffic regulation (reduce operation speed to 60km/hr) at Mai Dich IC section in Stage 1 of HRR3 to ensure same level of vehicular speeds with that in the frontage road.
- > Ensure driver's recognition to the traffic regulation by signboard and other measures.

Therefore, appropriate traffic safety measures shall be studied in the Services.



Source: F/S Report, PMUTL

Figure Interchange Plan at Mai Dich IC (Stage 1)

M.H.
MB

2) Road Safety (End Point)

Geometric design at KM4+995 (near End Point) in the F/S plan is applied as follows:

- Horizontal Curve Radius: $R=450\text{m}$
- Superelevation: $e=8\%$
- Longitudinal Gradient: $i=4\%$

This alignment is designed in conformity with design speed 100km/hr; however, it is applied three critical factors at the same location. In the operation phase, if actual driving speed does not reach to the design speed, it will be caused to the traffic accidents. In particular, this section will be connected to the approach road of Thang Long Bridge; therefore, traffic congestions may be sometime occurred. In such case, heavy truck has a risk to roll over at this section.

Furthermore, this location will be in the South Thang Long Interchange section; therefore, in case of applying the design speed 100km/hr, the maximum longitudinal gradient shall be applied 3% (refer to Table 7, TCVN5729: 2012).

Design speed and geometry at the end point (F/S plan) is shown in Figure 3-4 in the next page.

For ensuring design standards and road safety in the operation phase, we propose to apply the design speed 80km/hr at section from KM4+700 to KM5+493.7 (end point) in conformity with the design speed of Thang Long Bridge.

In this case, the geometric design criteria can be applied as follows:

- Horizontal Curve Radius: $R=450\text{m}$
- Superelevation: $e=5\%$
- Longitudinal Gradient: $i=4\%$

Design speed and geometry at the end point (alternative) is shown below



Figure Design Speed and Geometry at the End Point (F/S Plan)

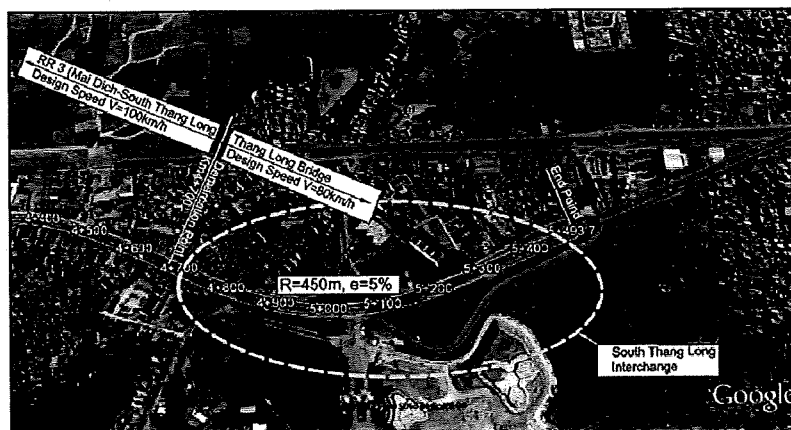


Figure Design Speed and Geometry at the End Point (Alternative)

M.H.
MB

Appendix 2

SPECIAL PROVISIONS

1.	Specialist's References	
	Name	Maurice Frederick Burley
	Address	9 First Street, Warrandyte, Victoria, Australia, 3113
	Phone/Fax	(+61 3) 9844 2523
	E-mail	mfburley@bigpond.com
2.	The Position and Assignment Period	
	The Position	Road Safety Audit Specialist
	Assignment Period	From 11 th October 2015 to 25 th October 2015 15days in Vietnam
3.	Information in case of Emergency	
	A) Name of the Nearest Relative to be contacted	
	Name	Anna Burley
	Relationship	Wife
	Address	9 First Street, Warrandyte, Victoria, Australia, 3113
	Phone/Fax	(+61 3) 9844 2523
	E-mail Address	emailaburley@yahoo.com.au

M.H.
MB

Appendix 3

COST ESTIMATE

1. REMUNERATION

: USD 14,250 (USD950/day*15days)

2. OUT OF POCKET EXPENSES

- Airfare : To be reimbursed at cost
(Y2 Economy Class, Maximum 2,100USD)
- Accommodation : USD 57 / day
- Per diem : USD 52 / day
- Other Business Expenses : Actual cost to be reimbursed at cost upon presentation of the original evidences, subject to approval of the Manager.

M.H.
MB.

Appendix 4

MODE OF PAYMENT

- A. The Specialist shall submit a monthly itemized invoice for Services performed by himself as described below after each month of the Assignment period. The itemized invoice shall comprise the remuneration, and direct cost stipulated in Appendix 3 COST ESTIMATE. A sample invoice form is attached hereto.
- B. The above invoices shall be submitted to NK with the following particulars:
- Address : General Manager
Highways and Bridges Department
International Consulting Operations
- Project Code : JA15R1003
- C. The payment shall be made in USD by way of telegraphic transfer to the account mentioned below within one (1) month from the date of the receipt of the Specialist's invoice. The Specialist shall confirm in advance the reliability of transferring to this account.

Bank Name :	ANZ Bank Limited
Branch Name :	18 Tunstall Square, Donvale, Victoria, Australia
SWIFT Code :	ANZBAU3MXXX
Account Name :	Burley Maurice and Anna
Account Number :	013-287 5343 59309
Bank Address :	18 Tunstall Square, Donvale, Victoria, Australia 3111
Country (where the bank exists) :	<i>Australia</i>

- D. Remittance charges shall be deducted from the amount of each payment.

M.H.
MB.

