

AGREEMENT
BETWEEN
NIPPON KOEI CO., LTD.
AND
PHILKOEI INTERNATIONAL, INC.
FOR FURNISHING EXPERT
FOR THE
JICA PREPARATORY SURVEY FOR DALTON PASS EAST ALTERNATIVE
ROAD IN THE PHILIPPINES

OCTOBER 2019

**AGREEMENT
BETWEEN
NIPPON KOEI CO., LTD.
AND
PHILKOEI INTERNATIONAL, INC.
FOR THE
JICA PREPARATORY SURVEY FOR DALTON PASS EAST ALTERNATIVE ROAD
IN THE PHILIPPINES**

This Agreement made and entered into this 15 day of October , 2019 by and between Nippon Koei Co., Ltd. represented by Mr. Ichizuru Ishimoto, Team Leader with its main office located at No. 14-6, Kudan-kita 1-chome, Chiyoda-ku, Tokyo, Japan (hereinafter referred to as "NK") and Philkoei International, Inc. (PKII) represented by Mr. Peter S. Samoza, President, with its main office located at Unit 1701, 17th Floor, The Orient Square Building, F. Ortigas Jr. Road, Ortigas Center, San Antonio, 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 JICA Preparatory Survey for Dalton Pass East Alternative Road in 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 ASSIGNMENT SCHEDULE. 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 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 the service fee and direct costs indicated in **Appendix 3 COST ESTIMATE** upon presentation of the PKII's monthly invoice with Time Sheets.

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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 : MHCBPMM
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.


PETER S. SAMOZA
President

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


For ICHIZURU ISHIMOTO
Team Leader

Appendix 1**SCOPE OF SERVICES**

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

The Overall responsibility of the Experts is to assist JICA Study Team in various works of the Project office. The Engineer will be in general responsible for the matters including but not limited to the following:

Road Engineer

- To arrange and coordinate with the concerned government agencies
- Attend meetings with the concerned government agencies
- Conduct field inspection
- Assist in preparation of Design Criteria, Route Selection and Basic Design Report
- Assist in conducting quantity take off and cost estimation
- Prepare drawings
- Conduct necessary tasks other than those mentioned above.

Bridge Junior Engineer

- To arrange and coordinate with the concerned government agencies
- Attend meetings with the concerned government agencies
- Conduct field inspection
- Assist in preparation of Design Criteria, Route Selection and Basic Design Report
- Assist in conducting quantity take off and cost estimation
- Prepare drawings
- Conduct necessary tasks other than those mentioned above.

CAD Operators-1 & 2

- Prepare drawings
- Conduct necessary tasks other than those mentioned above.



Appendix 2

ASSIGNMENT SCHEDULE

Name	Position	MM	2019				2020				
			10	11	12	1	2	3	4		
Maricel O. MAGLALANG	Road Engineer	3	█			█	█				
Jenzel Ray De San Jose	Bridge Junior Engineer	3				█	█	█			
Glenn Mijares	CAD Operator-1	2					█	█			
Anthony Quejado	CAD Operator-2	2	█					█			

7/0 *[Signature]*

Appendix 3

COST ESTIMATE

Item	Name	Position	MM	Unit Rate (PhP)	Amount (PhP)
1	Maricel O. MAGLALANG	Road Engineer	3	180,000	540,000
2	Jenzel Ray De San Jose	Bridge Junior Engineer	3	80,000	240,000
3	Glenn Mijares	CAD Operator-1	2	55,000	110,000
4	Anthony Quejado	CAD Operator-2	2	55,000	110,000
5	Yvette Velazco	Administrator/Secretary	6	45,000	270,000
6	To Be Named	Office Assistant	6	35,000	210,000
	Sub-Total				1,480,000
	VAT (12%)				177,600
	Total				1,657,600

Field Allowance

A field allowance amounting to Php 3,000.00/day is intended for per diem to be paid for an expert or support staff during official trips to the project site.

The field allowance mentioned above includes all expenses to be incurred during the field travel including hotel accommodation. Service vehicle shall be provided by the Study Team at no cost to PKII staff.