

~~Contract No.: 2024-0101-EP0032-0002-0004~~

**DEPARTMENT OF ENERGY**

Energy Center, Rizal Drive corner 34th Street, Bonifacio Global City,  
Taguig City Philippines 1632

- For the signature of : SEC. RAPHAEL P.M. LOTILLA
- a) Title of Agreement : Contract of Agreement
- b) Parties : Department of Energy and Energy Exemplar Pty. Ltd.
- c) Amount Involved : US\$ 300,892.84 (Inclusive of 37% Withholding and other applicable taxes)
- d) Duration : January 01, 2024 to December 31, 2024

The attached Contract/Agreement has been reviewed by the undersigned and the terms/conditions thereof are reasonable and in accordance with existing government policies.

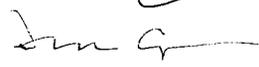
Additionally, funds are available for the project.



**ATTY. MYRA FIERA F. ROA**  
OIC-Director, Legal Services



**AGUSTUS CESAR A. NAVARRO**  
Director, DOE Financial Services



**IRMA C. EXCONDE**  
Director, DOE Electric Power Industry Management Bureau



**MARIO C. MARASIGAN, CESO III**  
Assistant Secretary



**ROWENA CRISTINA L. GUEVARA, Ph. D.**  
Undersecretary



**RAPHAEL P.M. LOTILLA**  
Secretary



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## **CONTRACT OF AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT OF AGREEMENT (“**AGREEMENT**”) made and entered into by and between:

The **DEPARTMENT OF ENERGY**, a government agency created by virtue of Republic Act (R.A.) No. 7638, as amended with principal office at the Energy Center, Rizal Drive corner 34th Street, Bonifacio Global City, Taguig City, Philippines, represented herein by its Secretary, HON. RAPHAEL P.M. LOTILLA, hereinafter referred to as the "**DOE/SUBSCRIBER**";

-and-

The **ENERGY EXEMPLAR PTY. LTD.**, with principal office at, 17 Bagot Street, North Adelaide, SA 5006, Australia, represented herein by its Chief Revenue Officer, MR. STUART KELLY hereinafter referred to as the "**SERVICE PROVIDER**";

The **DOE/SUBSCRIBER** and **SERVICE PROVIDER** are hereinafter collectively referred to as “**PARTIES**” and individually referred as “**PARTY.**”

WITNESSETH: THAT

**WHEREAS**, the **PARTIES** herein executed a End User Licence Agreement for Energy Exemplar Software Products on 30 January 2024 (“**Master Subscription Agreement**”);

**WHEREAS**, the **PARTIES** have agreed to execute a Contract of Agreement containing certain terms and conditions which shall form an integral part of said Master Subscription Agreement;

**NOW, THEREFORE**, for and in consideration of the foregoing premises and the covenants herein contained, the parties agree as follows:

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**ARTICLE I**

**COMMENCEMENT DATE**

This Agreement shall commence on 01 January 2024 to 31 December 2024 and shall continue in effect for as long as any Master Subscription Agreement entered into pursuant to this Agreement remains in effect. The term of the Master Subscription Agreement will commence on the date specified therein and shall continue for the period and in accordance with the provisions stated therein.

**ARTICLE II**

**FEES AND CHARGES**

The SUBSCRIBER shall pay all fees and charges stated in the Master Subscription Agreement attached hereto, in United States Dollars (USD) (including any software license, maintenance and installation fees) plus all applicable taxes, including but not limited to, value-added, sales, use and similar taxes, within thirty (30) days after receipt of Service Provider's invoice. The subscription fee of US\$ 300,892.84 at the time of the signing of this Contract of Agreement will be remitted within thirty (30) days after the issuance of the invoice.

**ARTICLE III**

**NOTICE OF UNDERTAKING**

The SERVICE PROVIDER is aware that the DOE is a government office and, as such, is subject to certain legal requirements and procedures not normally required of private entities. In the event that whenever such legal requirements and procedure apply to this Agreement and affect its validity, effectivity, or implementation, this Agreement may only be amended accordingly by way of mutual agreement in writing between the parties upon issuance of a written acceptance by the SERVICE PROVIDER, so as to enable the DOE to comply with such requirements. For its part, the DOE undertakes to exert its best efforts to immediately comply with the requirements in a most equitable manner consistent with good faith. Examples of the above requirements are those of Presidential and other government approvals, withholding requirements or government agencies, etc.

**ARTICLE IV**

**WARRANTY CLAUSE**

The SERVICE PROVIDER hereby warrants that it or any of its officials or representatives has not given or promised to give any money or gift to any employee/official of the DOE to influence the decisions regarding the awarding of this Agreement nor has the SERVICE PROVIDER or its officials or representatives exerted or utilized any unlawful influence to solicit or secure this Agreement through an agreement to pay a commission, percentage, brokerage or contingent fee. The SERVICE PROVIDER hereby agrees that breach of this Warranty shall be sufficient ground for the DOE, either at its discretion to terminate or cancel their Agreement, or to deduct such commission, percentage, brokerage, or contingent fees from the Contract price without prejudice to the SERVICE PROVIDER's or any other person's civil or criminal liability under the Anti-Graft Law and other applicable laws.

**ARTICLE V**

**CONFIDENTIALITY**

The parties shall not, during the term of this Agreement and even after its expiration, disclose any proprietary or confidential information relating to the agreed terms of the business or operations of the parties without prior written consent of the DOE/SUBSCRIBER.

**ARTICLE VI**

**REPEALING AND EFFECTIVITY**

Section 1. Except as expressly modified by this Agreement, the Master Subscription Agreement shall remain unmodified and in full force and effect.

Section 2. The parties undertake to act in good faith with respect to each other's rights under this Agreement and to adopt all reasonable measures to ensure the realization of the objectives of this Agreement.

Section 3. The parties shall strive to amicably and by mutual understanding settle any problems, disputes or differences arising out of or in connection with this Agreement.

Section 4. This Contract of Agreement shall be in force and in effect upon its execution by the parties herein.

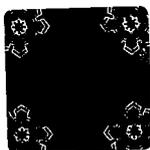
IN WITNESS WHEREOF, the parties have hereto signed this instrument on the date and at the place first above written.

**DEPARTMENT OF ENERGY  
(DOE/SUBSCRIBER)**

**ENERGY EXEMPLAR PTY. LTD.  
(SERVICE PROVIDER)**

By:

  
**RAPHAEL P. M. LOTILLA**  
Secretary



By:

DocuSigned by:  
  
7D013EBBE2544DE...  
**STUART KELLY**  
Chief Revenue Officer

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_

**ACKNOWLEDGEMENT**

BEFORE ME, a Notary Public for and in \_\_\_\_\_ personally appeared: MR. STUART KELLY with Passport No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_ in his capacity as Chief Revenue Officer of Energy Exemplar Pty. Ltd., represented to me that he is the same person who executed the foregoing instrument and acknowledged to me that the same is his own free act and deed and that of the office or entity, which he represents.

This instrument consisting of six (6) pages including the page on which this acknowledgment is written has been signed by the parties and their witnesses and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto affixed my signature on \_\_\_\_\_ and at \_\_\_\_\_.

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ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)  
CITY OF Manila ) S. S.

04 MAR 2024

BEFORE ME, a Notary Public for and in Manila personally appeared: HON. RAPHAEL P.M. LOTILLA with Passport No. D0010494A issued on September 09, 2022 at DFA, Manila, in his capacity as Secretary of the Department of Energy known to me to be the same person who executed the foregoing instrument and acknowledged to me that the same is his own free act and deed and that of the office or entity, which they respectively represent.

This instrument consisting of five (6) pages including the page on which this acknowledgment is written has been signed by the parties and their witnesses and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto affixed my signature on the date and at the place first above written.

NOTARY PUBLIC



ATTY. ISIDRO V. ALMENTEROS  
NOTARY PUBLIC  
Until December 31, 2024  
1626 Estrada Street, San Andres, Manila  
IBP OR No. 248072(2023) 9-23-2022/MLA  
PTR No. 0862227/1-03-2023/MLA  
MCLE Compliance No. VII-0007108/4-14-2025  
Attorney's Roll No. 34272

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