

**THE IMPLEMENTATION DOCUMENT**

**BETWEEN**

**HANOI BEER ALCOHOL BEVERAGES**

**CORPORATION /**

**BIA THANH HOA CO., LTD.**

**AND**

**MAYEKAWA MFG. CO., LTD.**

**CONCERNING**

**THE MODEL PROJECT**

**FOR**

**RENOVATION TO INCREASE THE EFFICIENT USE**

**OF ENERGY IN BREWERY**

(May 25, 2004)

## PREAMBLE

This Implementation Document (hereinafter referred to as “ID”) based upon the Memorandum of Understanding (hereinafter referred to as “MOU”) agreed and signed on 20<sup>th</sup> February, 2004 by the Ministry Of Industry of the Socialist Republic of Vietnam (hereinafter referred to as “MOI”) and the Hanoi Beer Alcohol Beverages Corporation (hereinafter referred to as “HABECO”) and the New Energy and Industrial Technology Development Corporation (hereinafter referred to as “NEDO”) concerning the cooperative undertaking of a project entitled “The Model Project For Renovation to Increase the Efficient Use of Energy in Brewery”(hereinafter referred to as “Model Project”) is a supplemental document to the MOU designed to permit the smooth implementation of the work concerning the Model Project to be jointly conducted by Bia Thanh Hoa Co., Ltd. (hereinafter referred to as “BTH”), as the implementing entity and Research Institute of Brewery (Hereinafter referred to as “RIB”), a division of HABECO to support the smooth execution of the Model Project which will undertake the work of the Model Project on the Vietnamese Side and Mayekawa Mfg. Co., Ltd. (hereinafter referred to as “Mycom”) assigned by NEDO and has been signed on 25 May, 2004 by HABECO,BTH, RIB and Mycom.

## ARTICLE 1 MUTUAL COOPERATION

Both Mycom and BTH shall abide by the MOU as well as the ID and cooperate with each other for smooth execution of the Model Project. RIB shall support Mycom for the smooth execution of the Model Project

## ARTICLE 2 DESIGN CRITERIA AND APPENDICES OF THE ID

2.1. Design criteria, as a supplement to the items in the “Outline of the System” Annex-I of the MOU, shall be as specific below.

- 1) Design Criteria:  
As indicated in the appendix-1 of the ID, “Design Specifications”
- 2) List of drawings:  
As indicated in the appendix-2 of the ID, “List of drawing”

- 3) Main Equipment and Shared Responsibility for Supply thereof:  
As indicated in the Appendix-3 of the ID, “Equipment List”
- 4) Shared Responsibility for Auxiliary Facilities and Erection Tools  
As indicated in the Appendix-4 of the ID, “Auxiliary Facility and Erection Tool List”
- 5) Implementation Schedule:  
As indicated in the appendix-5 of the ID, “Project Schedule”
- 6) Design Criteria for a Target:  
As indicated in the Appendix-6 of the ID, “Design Criteria”
- 7) Documentation To Be Submitted  
As indicated in the Appendix-7 of the ID, “Documentation To Be Submitted”
- 8) Applicable Standard:  
As indicated in the Appendix-1 of the ID, “Design Criteria” in accordance with the Article 10 Clause 2 of the MOU. The Manufacture’s internal standard may be applied to the items, which are not specified in any of the existing Japanese standards

The above items 1) through 7) may be amended as required upon discussion between Mycom and BTH.

### ARTICLE 3 PROJECT SCHEDULE

3.1. The Model Project shall be implemented based on the “Project Schedule”(Appendix-5 of the ID) in accordance with the MOU. However, in the event that the said schedule cannot be maintained due to the occurrence of unforeseen circumstances arising in the course of the Model Project, the schedule can be modified subject to prior discussions between Mycom and BTH. A further detailed progress schedule may be decided separately after mutual discussions.

3.2. BTH shall carry out and complete the works assigned in accordance with the “Project Schedule”(Appendix-5 of the ID). Details of the work assigned to BTH shall be decided separately after mutual discussions.

3.3. BTH shall be responsible for the project management, quality control, and safety assurance during the course of construction.

ARTICLE 4  
DETAILS OF WORK SHARING AND COST SHARING

4.1. In accordance with Article 5 and Article 6 of the MOU, work sharing and cost sharing between Mycom and BTH shall be based on the principle shown in Annex II and Annex III of the MOU.

4.2. Manufacture And Procurement Of Equipment

1) Scope of supply

Mycom shall supply the equipment and materials indicated in the “Equipment List” (Appendix-3 of the ID), “Auxiliary Facility and Erection Tool List”(Appendix-4 of the ID).

The connecting point of facilities with those of BTH shall be indicated in the “Design Specification” (appendix-1 of the ID).

BTH shall supply the construction materials, facilities excluding the scope of supply of the Japanese side as stated in the “Equipment List”(Appendix-3 of the ID), ancillary units including their installation and other works as required.

2) Layout

The layout of the equipment for the Model Project shall be based on the “Layout Drawings”(Appendix-2 of the ID).

3) Equipment

Mycom and BTH shall supply equipment in accordance with the respective work sharing schedule of the “Equipment List”(Appendix-3 of the ID).

4) Piping

Mycom and BTH shall supply equipment in accordance with the respective work sharing schedule of the “Design Criteria” and “Equipment List”(Appendix-1 and Appendix-3 respectively of the ID). Piping work among units shall be assigned to BTH.

5) Electrical and measuring equipment

Mycom and BTH shall design electrical materials and instruments falling to the share of each party and supply the electrical materials and instruments in accordance with the share of each party. All wiring works shall be assigned to BTH.

6) Integrated monitoring and controlling units

Mycom shall supply integrated monitoring and controlling for the facilities assigned to the share of Mycom. Mycom shall cooperate with BTH in the installation of integrated monitoring and controlling units and the precise details of cooperation shall be decided separately after mutual discussions.

7) Mycom shall supply special tools, indicated in the “Auxiliary Facilities and Erection Tool List”(Appendix-4 of the ID), and necessary for the installation and wiring work carried out by BTH for the equipment falling to the share of Mycom.

4.3 Transportation, Delivery and Storage

1) Mycom shall ship its equipment and materials procured in Japan and a third country in accordance with the “Packing Specification” separately submitted. In principle, Mycom shall arrange for each cargo not to exceed the capacity of the crane on board.

2) Mycom shall delivery to BTH the equipment and materials procured in accordance with the share of Mycom in Japan or a third country, at the pier reserved by BTH in Hai Phong port, Vietnam, in accordance with the “Project Schedule”(Appendix-5 of the ID).

3) Mycom shall submit necessary documents for the grant of tax exemption and for the transportation procedures to BTH 2 months prior to the departure of the first ship. Mycom shall also submit necessary documents for obtaining tax exemption to BTH no later than 4 weeks prior to the departure of each shipment.

4) Mycom shall deliver the part of the equipment falling to the share of Mycom and required to be procured in Vietnam, to BTH by truck or train at the site nominated by BTH.

5) BTH shall be responsible for transportation and storage of the equipment and materials delivered by Mycom.

6) Mycom shall submit to BTH “Custody Manual” separately prepared. In general,

BTH shall store the equipment and materials indoor after unpacking and take all necessary measures to prevent theft, fire, exposure to water, dust or corrosion.

#### 4.4 Civil Work and Construction

BTH shall supply the machinery, tools, materials and utilities necessary for the civil work and construction and carry out the civil and construction works according to Vietnam standards.

#### 4.5. Installation and Removal

- 1) BTH shall carry out necessary removal and installation work and Mycom shall send technical supervisor(s), if necessary.
- 2) BTH shall supply necessary fixtures and fasteners for attachment to existing structures or buildings, and carry out the necessary modification or removal work for existing facilities in the event that equipment supplied by Mycom is installed in existing facilities and/or buildings.

#### 4.6. Inspection

##### 1) Pre-shipment inspection

- a. Mycom shall inspect its major equipment and materials prior to their shipment.
- b. Acceptance or rejection of the major equipment and materials upon completion of the inspection shall be decided, in principle, in accordance with the applicable Japanese standards.
- c. For the major equipment, Mycom shall prepare separately an Inspection Guide and Schedule, and notify BTH one month prior to the scheduled date. BTH shall be entitled to attend pre-shipment witness inspection for major equipment. More details thereof are given in Article 8.
- d. All pre-shipment records or certificates shall be prepared in duplicate, and Mycom and BTH shall retain one copy thereof each hereto.

##### 2) Unpacking inspection

- a. The equipment and materials, falling to the share of Mycom and required to be procured in Japan or a third country, shall be unpacked and inspected by Mycom and BTH and witnessed by a third party inspection organization. The inspection at the time of unpacking shall be carried out at the place agreed by Mycom and

BTH.

- b. BTH shall provide all necessary items, including labor, tools, and equipment for unpacking and inspection.
- c. The quantity and extent of any damages caused in transit, shall be checked and recorded. In the event that any defects and/or abnormalities are discovered, the party responsible for such damage shall hold the other party harmless by offering compensation within the scope decided by the inspection organization concerned.

### 3) Work inspection at site

BTH shall carry out following inspections, and have their results thereof confirmed by the technical supervisors of Mycom.

- a. Inspection shall be carried out upon completion of the equipment installation. All items of equipment shall be checked in the as-installed condition in order to confirm that the tolerances specified in the inspection manual are met.
- b. On the completion of the site installation and piping work, the specified inspection procedures shall be carried out.
- c. On completion of site inspection mentioned above and prior to test operation, all equipment and the interior of the piping of the piping shall be washed clean.
- d. On completion of the electrical and instrumentation installation work, the specified sequence tests shall be carried out in order to ensure that the instruments have been set correctly and the cables are properly connected.

### 4.7. Spare Parts

- 1) Mycom shall provide the spare parts excluding consumables, for its share of equipment to the extent necessary for the normal operation of the equipment during the demonstration period.
- 2) The items and the quantities of the spare parts shall be decided upon discussion between Mycom and BTH. In principle, Mycom shall purchase spare parts in the country of origin (manufacture) of the equipment.

### 4.8. Tax Exemption And Permission/Authorization, Etc.

- 1) BTH shall be responsible for instituting the necessary tax-exemption procedures for the customs clearance of the equipment and materials falling to the share of Mycom required to be procured in Japan or a third country.

- 2) BTH shall acquire all necessary permissions, authorizations and qualifications relating to the construction work and operation under this Model project without delay.
- 3) Mycom shall offer all documentation necessary for obtaining tax-exemption and acquiring necessary permissions and authorizations with regard to its share of the equipment and materials as required by BTH.

ARTICLE 5  
TIE-IN OF WORK BETWEEN MYCOM AND BTH

5.1. Mycom shall supply the equipment and materials assigned to its share as planned in the MOU. BTH shall install the equipment and materials in the location indicated in the "List of Drawings" (Appendix-2 of the ID)

5.2. Mechanical Equipment

- 1) In principle, Mycom shall deliver the equipment falling to its share in form of completely assembled products.
- 2) In the event that units of equipment are supplied by Mycom, in knock-down form in view of the applicable restrictions such as transport restrictions, BTH shall assemble such equipment in accordance with the instructions of the Technical Supervisor dispatched by Mycom.

5.3. Electrical Equipment And Instruments

- 1) In principle, Mycom shall deliver the electrical equipment and instruments falling to its share in form of completely assembled products.
- 2) Mycom shall provide all necessary design documents relating to its share of electrical materials and instruments to permit the installation and wiring works.
- 3) BTH shall carry out all installation and wiring works for electrical equipment and instruments including Mycom's share of electrical equipment and instruments.



#### 5.4. Others

BTH shall supply the facilities, apparatus, reagents and labor necessary for monitoring and analysis required by Mycom for the execution of the project.

### ARTICLE 6 ORGANIZATION OF WORK IMPLEMENTATION

6.1. Upon receipt of NEDO's assignment, Mycom shall organize the Model Project and carry out its basic design. Mycom shall be entitled to place orders for detailed Model Project design in accordance with its basic design and for partial implementation of the Model Project.

6.2. For each of following stages, Mycom and BTH shall nominate contact persons respectively and inform each other of all relevant details of the nominated persons, including their names, telephone numbers, facsimile numbers and e-mail address.

- 1) A contact person for general issues including dubious matters regarding the interpretation of individual articles of the ID and discussion of the matters not stipulated in the ID.
- 2) A contact person for technical issues arising in the designing and manufacturing stages.
- 3) A contact person for the site work
- 4) A contact person during the test run and demonstration operation period.

6.3. Mycom and BTH shall establish an emergency network with each other in the event of accident and so on.

### ARTICLE 7 DUTIES OF TECHNICAL SUPERVISORS (S/V)

7.1. In order to ensure the smooth execution of this Model Project, Mycom shall dispatch technical supervisors for the duration of the installation work, tests, and demonstration operation in accordance with the "Project Schedule"(Appendix-5 of the ID). In general, the working hours of technical supervisors shall be limited to daytime (8AM to 17PM) and follow a working schedule, if necessary. The duties of technical supervisors shall be

as follows:

- 1) To cooperate with the BTH's site manager in discussion and solving issues concerning work and technical matters.
- 2) To clarify unclear matters in technical documents, drawings and instruction manuals.
- 3) To reply to and solve technical issues within the scope of Mycom's share as specified in the MOU, the ID and other supplemental documents.
- 4) To provide guidance to technical matters assigned to Mycom

7.2. The period of their dispatch and number of technical supervisors to be dispatched shall be decided through discussion between Mycom and BTH.

#### ARTICLE 8 SURVEY, DISCUSSION, AND TRAINING IN JAPAN

8.1 BTH shall dispatch member of its personnel directly in charge of the following matters on three occasions. The total number of personnel to be dispatched shall be 60 day-person or less. The period of their dispatch and the number of personnel to be dispatched shall be specifically decided by mutual discussion between Mycom and BTH.

- 1) In the designing and manufacturing stages, the parties concerned shall carry out the relevant surveys and hold preliminary meetings on the designing and manufacturing of the facilities concerned.
- 2) In the pre-shipment witness inspection stage, witness inspection shall be carried out on all major equipment.
- 3) In the operational training and instruction stage for the operating and maintenance personnel, The BTH personnel shall attend the training and instruction programs in Japan.

8.2. Mycom shall arrange for the services of interpreter(s) for the benefit of the BTH personnel for the period of their visit to Japan.

8.3. When BTH personnel visit Japan as provided in the Paragraph 1 of this Article, BTH shall bear the expenses incurred in Vietnam and the flight fares for the round-trips of BTH's personnel to and from Japan. Mycom shall bear all travel and

other expenses incurred by BTH's staff in Japan in connection with the training and instruction programs as well as their accommodation expenses in Japan.

## ARTICLE 9 TEST OPERATION

9.1. The test operation of equipment under this Model project shall be carried out by BTH. Mycom shall dispatch technical supervisors to provide operational support.

9.2. During the test operation period, Mycom and BTH shall check and confirm operational conditions and performance. Detailed items to be checked and confirmed for the test run shall be decided separately.

9.3. BTH shall endeavor to ensure stable operation of the brewery plant during the test run operation period and provide the supply utilities, services, and consumables, etc. necessary for test operation according to Appendix I.

9.4. In order to check operational conditions and performance, BTH shall collect, test and analyze samples.

## ARTICLE 10 DEMONSTRATION OPERATION

10.1. BTH shall carry out demonstration operation of the system under this Model Project. Mycom shall dispatch technical supervisors to provide operational support.

10.2. Mycom and BTH shall endeavor to gain a full understanding of the preconditions and target values stated in the "the Design Criteria"(Appendix-6 of the ID) make efforts to achieve these target values.

10.3. Mycom and BTH shall check the target values and operating conditions during the period of the demonstration operation. Detailed items to be checked for the demonstration shall be decided separately.

10.4. BTH shall provide the utilities, services and consumables necessary for the demonstration operation in the same manner described in Article 9, Section 3 of the ID.

10.5. In order to check the operating conditions and performance, BTH shall collect, test and analyze samples.

ARTICLE 11  
RESPONSIBILITIES OF COMPENSATION FOR DAMAGES

11.1. In the event that any replacement parts or materials should be required to correct or rectify any defect or deficiency occurring as a result of the design and/or manufacture or their transportation, Mycom shall deliver such replacement parts and/or materials at Mycom's own expense within the shortest possible delay. Transportation and storage of such parts and materials shall be in accordance with Article 4, Section 3 of the ID. BTH shall be responsible for correcting and rectify such default or deficiencies by utilizing the replacement parts and materials for replacement provided by Mycom. Details of the procedures for correcting or rectifying the defect or deficiencies shall be decided by mutual discussion between Mycom and BTH.

11.2. In the event that any defect or deficiency should arise as a result of inland transportation, storage, construction, test operation and/or demonstration, etc. of the equipment falling to share of BTH, such defect or deficiency shall be corrected or rectified by BTH as quickly as possible at BTH's own expense to ensure the smooth execution of the Model Project. Details of the procedures for correcting or rectifying the defect or deficiencies shall be decided upon discussion with relevant engineers from Mycom.

11.3. In the event that any defect or deficiency should arise as a result of the installation, test and demonstration operation of the equipment, the party found to be responsible for the cause thereof shall bear the expenses required to eliminate such deficiencies or defects. Any claims whatsoever for the compensation of the other expenses shall not be admitted.

11.4. As provided in Article 12 of the MOU, neither Mycom nor BTH shall claim compensation against the other party in the event of any material damages, injury or loss of life due to accidents or for any reason other than willful misconduct or gross negligence during the execution of the Model Project.

11.5. In the event of any obstruction or delay in the progress of the Model Project due to instances of force majeure, including wars, riots, conflagrations, natural calamities such as floods, typhoons, earthquakes, or any other event beyond the control of Mycom and BTH, the matter shall not only be brought to the notice of the other party but also reported to the Vietnamese Side and NEDO without delay.

## ARTICLE 12 DOCUMENTS TO BE SUBMITTED

12.1. The documents to be supplied to BTH by Mycom shall be in accordance with “Documents to be Submitted” in Appendix-7 of the ID.

12.2. In general, all documents supplied to BTH by Mycom shall be drawn up in English.

12.3. The number of copies of the drawing shall be as follows:

- 1) Drawing requiring the return of one copy to the sending party for confirmation:  
4 copies
- 2) Drawing not requiring the return one copy to the sending party for confirmation:  
3 copies

12.4. In general, the receiving party shall return the copy requested by the other party for confirmation within 20 days from the date of its receipt. In the event that the required copy is not returned to the sending party for confirmation after the laps of 20 days, its receipt by the sending party shall be considered as having been confirmed.

## ARTICLE 13 FACILITATION

13.1. Definition

“The technical supervisor” shall be interpreted to refer to the member of Mycom’s personnel sent to Vietnam for a stay of two weeks or longer to promote the work described in Article 7 of the ID. “Dispatched Staff” refers to members of Mycom’s personnel dispatched to Vietnam on short stays for cooperation and consultation in order to ensure the smooth progress of this Model Project.

13.2. BTH shall arrange, if necessary, the Technical Supervisors and the Dispatched Staff of Mycom with necessary means of transport to commute between their respective places of accommodation at Thanh Hoa and the meeting venues or the construction site and the expenses of the means shall be born by user.

13.3. BTH shall provide the office and office equipment in an appropriate place for the Technical Supervisors.

13.4. Mycom and BTH shall provide international and domestic communication facilities such as telephone and facsimile in the office of the Technical Supervisor and allow the use of these facilities by the Technical Supervisor and the Dispatched Staff on condition that the expenses of such facilities be borne by the user.

13.5. BTH shall arrange accommodation, if necessary, for the Technical Supervisor and the Dispatched Staff visiting the site at the expense of the users of accommodation.

13.6 BTH shall provide an interpreter, if necessary, for The Supervisor during their stay at the construction site. The interpreter shall be Vietnamese-Japanese.

13.7. BTH shall follow the instruction of the Technical Supervisor and the Dispatched Staff and offer them support.

#### ARTICLE 14

##### BUILDING UP OF A TECHNICAL DISSEMINATION BASE

In accordance with the provisions of Article 4 and 13 of the MOU, BTH shall collect, prepare, and accumulate data relating to the construction and operation of the facility under the Model Project with cooperation provided by Mycom. BTH shall prepare a report on the Model Project by the end of the demonstration operation period with Mycom's cooperation. The report prepared shall be used as a base for continuous operation, technical dissemination and propagation of the results for the future.

#### ARTICLE 15

##### TECHNICAL INFORMATION

15.1. In accordance with the provisions of Article 12 of the MOU, Mycom and BTH shall keep all technical documents, technical information and results learnt in the course of the execution of the Model project strictly confidential and shall not disclose or divulge any such knowledge and/or information to any third party without prior consent of the other party.

15.2. In executing the Model Project, Mycom and BTH shall observe industrial proprietary rights (patents, registered designs, copyrights, trade marks, trade names) and other intellectual property in compliance with International Patent Law.

ARTICLE 16  
PRINCIPLE OF MUTUAL TRUST AND CONSULTATION

16.1. Any problems arising in connection with the ID or any matter not specified in the ID shall be resolved in an amicable manner through mutual consultation based on the principles of mutual benefit, equality, cooperation and trust.

16.2. Any matter not specifically provided in the ID shall be discussed between Mycom and BTH and a memorandum shall be prepared whenever such matter is settled. The memorandum so prepared shall have equal force as the ID.

ARTICLE 17  
VALIDITY

The ID shall be valid for the same period as the MOU as provided in Article 16 therein.

ARTICLE 18  
LANGUAGE

18.1 The ID shall be prepared in triplicate in English and retained by Mycom, BTH and RIB respectively.

18.2 English shall be used for all correspondences and documents in the Model Project.


IN WITNESS WHEREOF. Duly authorized representative of Mycom, BTH and RIB have signed three (3) copies of this ID on the date indicated below, with each copy being equally valid and each party retaining one (1) copy.

Hanoi on 25 May, 2004

For MAYEKAWA MFG. CO., LTD.  
Japan

By: 坂下 茂

For HANOI BEER ALCOHOL  
BEVERAGE CORPORATION.  
The Socialist Republic of Vietnam

by: 

For THANH HOA BEER JOINT  
STOCK COMPANY.  
The Socialist Republic of Vietnam

by: 

For RESEARCH INSTITUTE OF  
BREWERY  
The Socialist Republic of Vietnam

By: 