

CONSULTANCY CONTRACT

This CONSULTANCY CONTRACT is made and executed by and between:

PHILIPPINE AMUSEMENT AND GAMING CORPORATION (PAGCOR), a government owned and controlled corporation, created and existing by virtue of Presidential Decree No. 1869, as amended, with office address at **PAGCOR Executive Office, Fifth (5th) Floor, New Coast Hotel Manila, M.H. Del Pilar cor. Pedro Gil Streets, Malate, Manila**, represented by its Chairman and Chief Executive Officer, **ANDREA D. DOMINGO**, hereinafter referred to as "**PAGCOR**";

- and -

MA. TERESA P. CRUZ, Filipino, of legal age, and a business address at No. 12-A United Street, Brgy. Kapitolyo, Pasig City, hereinafter referred to as "**CONSULTANT**".

Each referred to as a "**PARTY**" and collectively as "**PARTIES**".

RECITALS:

WHEREAS, PAGCOR has a requirement for technical and professional expertise that are beyond the capability and/or capacity of **PAGCOR** to undertake;

WHEREAS, PAGCOR, as approved by its Chairman and Chief Executive Officer, has resorted to Negotiated Procurement (Highly Technical) for the hiring of a Highly Technical Consultant who will be hired to do work that is (i) highly technical or proprietary; and/or (ii) primarily confidential or policy determining, where trust and confidence are the primary consideration for the hiring of the consultant pursuant to *Section 53.7 of the Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184 (Government Procurement Reform Act)*;

WHEREAS, the CONSULTANT has the technical and professional expertise required by **PAGCOR**;

WHEREAS, the CONSULTANT has offered her services and expertise to **PAGCOR**;

WHEREAS, PAGCOR has accepted the offer of the **CONSULTANT** after finding the same to be in order, valid and responsive;

NOW, THEREFORE, for and in consideration of the foregoing premises, **PAGCOR** hereby engages the services of the **CONSULTANT**, under the following terms and conditions:

1. This Consultancy Contract shall be for a period of six (6) months commencing from the date of receipt of the Notice to Proceed, renewable at the option of the Head of the Procuring Entity (HoPE) of **PAGCOR**, in accordance with law.

There shall be no employer-employee relationship between **PAGCOR** and the **CONSULTANT**. Nothing in this Consultancy Contract shall be construed to create a partnership, joint venture or agency relationship between the parties.

PAGCOR may unilaterally and immediately terminate this Consultancy Contract at any time and for any cause by serving a written notice of termination to the **CONSULTANT**.

2. The **CONSULTANT** shall receive a consultancy fee of Fifty-Five Thousand Five Hundred Fifty-Five Pesos and 56/100 (PhP55,555.56), VAT Exclusive, Zero-Rated Transaction, per month, or a total of Three Hundred Thirty-Three Thousand Three Hundred Thirty-Three Pesos and 36/100 (PhP333,333.36), VAT Exclusive, Zero-Rated Transaction, for a period of six (6) months, subject to the applicable withholding taxes.
3. The **CONSULTANT** shall report directly to the **Officer-In-Charge (OIC)** of the **CORPORATE PLANNING DEPARTMENT (CPD)** for her duties, responsibilities, work assignments, and such other duties, responsibilities and work assignments that **PAGCOR** may require from the **CONSULTANT**, which shall include, but not limited to:

SCOPE OF WORK:

The **CONSULTANT** shall have the following responsibilities:

Responsibilities	Participation	Deliverables
1. Assist in the review and evaluation of the PAGCOR business models of straight lease and lease through income sharing scheme.	Conduct assessment of existing PAGCOR business models Provide expertise and assistance in the review/evaluation of PAGCOR business models	Submit evaluation report/s and recommendation/s
2. Assist in the review and evaluation of PAGCOR's operations process.	Conduct assessment of existing PAGCOR operations process Provide expertise and assistance in the review/evaluation of PAGCOR operations process	Submit evaluation report/s and recommendation/s
3. Review and evaluation of the reporting tools being used by the Business and Research Development Division (BRDD) of Corporate Planning Department (CPD).	Conduct assessment of existing reporting tools being used by BRDD.	Submit evaluation report/s and recommendation/s on effective reporting tools
4. Attend at least once a month departmental or division meetings of CPD or its divisions.		

4. **PAGCOR** may, by written notice of suspension to the **CONSULTANT**, suspend all payments to the **CONSULTANT** if the **CONSULTANT** fails to perform any of her

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obligations due to the **CONSULTANT**'s own fault or when it is due to *force majeure* or other circumstances beyond the control of either party.

In addition, when the **CONSULTANT** fails to satisfactorily complete her duties, responsibilities, work assignments, due to the **CONSULTANT**'s own fault, as determined by **PAGCOR**, within the specified period, inclusive of duly granted time extensions, if any, the **CONSULTANT** shall be liable for damages for the delay. Consequently, the **CONSULTANT** shall pay **PAGCOR** liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reached ten percent (10%) of the amount of the total consultancy fee, the contract may be rescinded, without prejudice to other courses of action and remedies available to **PAGCOR** under the circumstances.

5. All ideas, plans, and materials prepared by the **CONSULTANT** are "works-made-for-hire" and shall be the sole and exclusive property of **PAGCOR**. The **CONSULTANT** hereby assigns all rights, title and interest to said "works-made-for-hire" to **PAGCOR**. It is specifically understood and agreed that the **CONSULTANT** shall retain no ownership rights whatsoever in or to said "works-made-for-hire".

The **CONSULTANT** warrants and represents that the said "works-made-for-hire" she will furnish hereunder will be original, or duly licensed, and no part of the same will infringe upon or violate the rights of any person or entity, including without limitation, any copyrights, trademarks or rights of privacy or publicity. For this purpose, the **CONSULTANT** shall hold **PAGCOR** free and harmless from any claim, liability and against any cost for defending any action, suit or proceedings, including legal fees or other expenses, relating to any infringement or violation of the rights of any person or entity, including without limitation, any copyrights, trademarks or rights of privacy or publicity relative to the said "works-made-for-hire".

6. The **CONSULTANT** hereby acknowledges and agrees that all information that she will acquire from **PAGCOR**, its directors, officers, employees, licensees, contractors, patrons, clients, partners, and agents, in connection with his consultancy services or in the course of the performance of such services for **PAGCOR**, shall be considered and shall be treated as Confidential Information and shall be used only for purposes specifically related to her consultancy and shall not be used for any other purpose. The **CONSULTANT** shall not, at any time, disclose such Confidential Information to any third party without **PAGCOR**'s prior written consent.

7. During the period of this Consultancy Contract, and one (1) year thereafter, the **CONSULTANT** shall not be employed or engaged as an independent contractor, joint venture partner, collaborator, agent, director, shareholder, or employee, or in any other capacity or manner whatsoever, whether for profit or otherwise, by any individual, entity or corporation, engaged in a similar business as **PAGCOR**.

8. The **CONSULTANT**, her spouse and dependents, shall be prohibited from playing in any **PAGCOR** event and/or casinos and/or any **PAGCOR** franchised/licensed event and/or establishment.

9. The **PARTIES** agree that they would first meet, confer and sit down together for the purpose of exploring all avenues and/or possibilities of amicably settling whatever differences, disputes and/or controversies that may arise in connection with any of the terms and conditions of this Consultancy Contract before resorting to any legal action.

If the **PARTIES** fail to amicably settle their differences, disputes, and/or controversies, the **PARTIES**, waiving for this purpose any other venue, hereby agree that the courts of the City of Manila shall be the exclusive venue of any and all of her actions or suits against **PAGCOR**, to the exclusion of all other courts and venues.

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This exclusive venue provision shall apply even in cases arising for declaration of nullity of this Consultancy Contract in its entirety or in part and in cases arising after or by reason of the declaration of nullity of this Contract in its entirety or in part.

IN WITNESS WHEREOF, the **PARTIES** hereto set their hands this ____ day of ____ 2021 in the City of _____, Philippines.


PHILIPPINE AMUSEMENT AND GAMING CORPORATION
TIN: 033-000-887-972

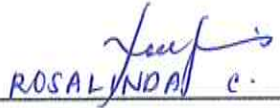
Represented by:


ANDREA D. DOMINGO
Chairman and Chief Executive Officer
TIN: 118-684-814


MA. TERESA P. CRUZ
Consultant
TIN: 171-122-116-000

SIGNED IN THE PRESENCE OF:


Bryan S. Bigatol


ROSALINDA C. ANTONIA

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF ~~CITY OF MANILA~~)S.S

BEFORE ME, this 21 JAN 2021 in
~~CITY OF MANILA~~ personally appeared of whom exhibited his competent
evidence of identity, to wit:


<u>NAME</u>	<u>GOVERNMENT ID NO.</u>
MA. TERESA P. CRUZ	DRIVER'S LICENSE NO.: X01-03-056753 Issue Date: July 2, 2018 Expiration Date: May 23, 2023 Place of Issue: LTO Makati City

and presented to me an integrally complete document / instrument for acknowledgement. She represented and declared to me that she voluntary affixed the signature appearing on the instrument / document as her free and voluntary act and deed (and if he acted in representative capacity, she has the authority to sign in that capacity).

The instrument / document referred to is a Consultancy Contract consisting of six (6) pages including the page on which this Acknowledgement is written duly signed by the parties and their instrumental witnesses on each and every page thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal on the date and place first above written.

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21 JAN 2021

ATTY. JOHN EDWARD T. ANG
Notary Public for City of Manila
Notarial Commission No. 2020-03 Until 12/31/2023 Manila
2/F Midland Plaza Hotel, Soliman St., Ermita, Manila
TDP No. 134850 Issued on Dec 14, 2020 Until Dec 31, 2021 Pasig City
PYR No. 9821933 Issued on Jan. 4, 2021 Until Dec 31, 2021 Manila
RUI No. 58731 Issued on May 29, 2017
MCLE No. VI-0017186 Issued on Jan. 24, 2019 Valid until April 14, 2022

Ma. Teresa P. Cruz


ANGELITO T. REYTA