

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 -

BERNARDINO E. SAYO, Filipino, of legal age, and a resident of No. 31 Panay Avenue, Quezon 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 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 his 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 **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 withholding taxes.

3. The **CONSULTANT** shall report directly to the **Vice President (VP)** of the **COMMUNITY RELATIONS SERVICES GROUP (CRSG)** for his 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:

- Liaison and coordination efforts with both Houses of Congress and in fostering harmonious relationship with the Senate and the House of Representatives, Local Government Units, including National Government Agencies and Offices, in order to make PAGCOR more responsive to the needs of the communities of the constituents of senators, congressmen and local executive officials;
- Liaison works shall sustain harmonious relationship with elected and appointed officials so that PAGCOR is always up to date on laws that may affect its operation and mandate through vigilant monitoring of Senate and House Bills and Resolutions; and
- Proper protocol is observed in PAGCOR-staged events as well as other external activities and assists top management during Senate and Congressional hearings.

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 his 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 his 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 right, 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" he 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 he 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 not be used for any purposes specifically related to his 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**, his 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. 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 _____ 2020 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


BERNARDINO E. SAYO
Consultant
TIN: 119-906-512-003

SIGNED IN THE PRESENCE OF:

 _____
 _____

PROCUREMENT DEPARTMENT
21 JAN 19 02:43PM

CONSULTANCY CONTRACT – MR. BERNARDINO E. SAYO
Procurement of Consultancy Services for the External Affairs Division of CRSD
under ITB No. HT20-11-004COR
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JAMES PATRICK R. ROMDOO

ACKNOWLEDGMENT

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

BEFORE ME, this JAN 13 2021 in
CITY OF MANILA, personally appeared of whom exhibited her competent
evidence of identity, to wit:

NAME

ANDREA D. DOMINGO

GOVERNMENT ID NO.


PASSPORT NO. : P7681573A
Issuance Date: June 26, 2018
Expiration Date: June 25, 2028
Place of Issue: DFA Manila

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

The instrument / document referred to is a Consultancy Contract consisting of five (5) 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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Series of 2020


EMMANUEL A. PALADO, JR.
NOTARY PUBLIC
FOR AND IN THE CITY OF MANILA
6th FLR NEW WORLD MANILA BAY HOTEL & CASINO
M.H. DEL PILAR ST. MALATE, MANILA
COMM. NO. 2019-1452 UNTIL DEC. 31, 2020
ROLL NO. 71309/187 MANILA CHAPTER
MCLE COMPLIANCE NO. VH-0616598 UNTIL-4-14-2022
PTR NO. 9828739/VALID UNTIL-12-31-2021


JAMES DAVID P. BONDING

