

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, New Coast Hotel Manila, M.H. Del Pilar cor. Pedro Gil Streets, Malate, Manila**, represented in this act by its Chairman and Chief Executive Officer, **ANDREA D. DOMINGO**, hereinafter referred to as "**PAGCOR**";

- and -

RAUL G. GONZALES, Filipino, of legal age, and a business address at **Molave Homes, Patul, Santiago 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 2016 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 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 **Thirty-Three Thousand Three Hundred Thirty-Three Pesos and 33/100 (PhP33,333.33)**, VAT Exclusive, Zero-Rated Transaction, per month, or a total consultancy of **One Hundred Ninety-Nine Thousand Nine Hundred Ninety-Nine Pesos and 98/100 (PhP199,999.98)**, VAT Exclusive, Zero-Rated Transaction, for a period of six (6) months.
3. The **CONSULTANT** shall report directly to the **ASSISTANT VICE PRESIDENT (AVP)** of the **INTERNAL GAMING OPERATIONS DEPARTMENT (IGOD)** 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:

3.1 Scope of Work:

- i. To recommend new policies that shall improve and effectively manage our current table games operations.
- ii. To device better implementing rules to govern our present junket and on-site poker operations in order to improve its revenue.
- iii. To assist IGOD in managing effective monitoring and implementation of new projects, branch expansions, opening of new casino sites (new branch, junket or on-site poker operation).

3.2 Reportorial Requirement upon Effectivity of the Contract

- i. Submission of Monthly Accomplished Report, every end of the month, and should report to the office at the Internal Gaming Operations Department, 8th Floor, PAGCOR Corporate Annex, 1105 M.Y. Orosa St., corner U.N. Avenue, Ermita, Manila, at least once a week.
 - ii. Timely submission of monthly accomplishment report and weekly attendance
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 unperformed portion of the **CONSULTANT**'S contract for every day of delay. In no case shall the sum of liquidated damages reach ten percent (10%) of the total consultancy fee. If it does, the contract may be automatically be rescinded, without prejudice to **PAGCOR**'s other courses of action and remedies.

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" 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 be used only for 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 _____ 2021 in the City of _____, Philippines.

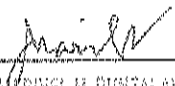
PHILIPPINE AMUSEMENT AND GAMING CORPORATION
TIN: 033-000-887-972

Represented by:


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


RAUL G. GONZALES
Consultant
TIN: 112-141-182-422

THE PRESENCE OF:



MANUEL M. PUZALAN
Sector Personnel Officer



R.B.V. GUZMAN

ACKNOWLEDGMENT

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

BEFORE ME, this JUN 29 2021 in
JUN 29 2021, personally appeared:
CITY OF MANILA

| <u>NAME</u> | <u>GOVERNMENT ID PRESENTED</u> |
|-------------------|--|
| ANDREA D. DOMINGO | PASSPORT NO. : P7681573A Issuance Date: June 26, 2018 Expiration Date: June 25, 2028 Place of Issue: DFA Manila |

known to me and known to be the same person who executed the foregoing Consultancy Contract consisting of six (6) pages including this page, and who acknowledged to me that the same is her own free and voluntary act and deed as well as the free and voluntary act and deed of the entity she represents, she being duly authorized for this purpose.

WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.

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Ata
ANGELO CARLO T. TALATALA
NOTARY PUBLIC
IN AND FOR THE CITY OF MANILA
6th FLR, NEW WORLD MANILA BAY HOTEL & CASINO
M.J. DEL PILAR ST. MALATE, MANILA
COMM. NO. 2020-112/UNTIL DEC 31, 2021
ROLL NO. 6038818P MANILA CHAPTER IV
MCLE COMPLIANCE NO. NI-0016269/UNTIL 4-14-2022
PTX NO. 282070-4/VALID UNTIL-12/13/2021

ACKNOWLEDGMENT

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

BEFORE ME, this MAY 21 2021 in
SANTIAGO CITY, personally appeared:

| <u>NAME</u> | <u>GOVERNMENT ID PRESENTED</u> |
|------------------|--|
| RAUL G. GONZALES | DRIVERS LICENSE <u>801-88-011294</u> Issuance Date: <u>10-27-2017</u> Place of Issuance: <u>SANTIAGO CITY</u> Expiry Date: <u>10-27-2022</u> |

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WITNESS MY HAND AND NOTARIAL SEAL, on the date and place first above written.

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ATTY. MIGUEL M. PARDO
Notary Public
Until Dec. 31, 2021
PTR No. 2973333
Santiago City Jan. 4, 2021
ROLL No. 22638
TIN No. 104-647-257
MCLE COMPLIANCE No. 00002102
IBP No. 093589/10-21-15

OMNIBUS SWORN STATEMENT

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, RAUL G. GONZALES of legal age, *Single/Married, Filipino*, and residing at MOLAVE HOMES, RETAL, SANTIAGO CITY, after having been duly sworn in accordance with law, do hereby depose and state that:

1. I am not "blacklisted" or barred from procurement by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board;
2. Each of the documents submitted in satisfaction of the procurement requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
3. I am authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
4. I am not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
5. I comply with existing labor laws and standards; and
6. I did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

IN WITNESS WHEREOF, I have hereunto set my hand this MAR 11 2021 day of , 20 at _____, Philippines.

RAUL G. GONZALES
Bidder's Representative/Authorized Signatory

SUBSCRIBED AND SWORN to before me this 21 day of MAY [year] at [place of execution], Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her [insert type of government identification card used], with his/her photograph and signature appearing thereon, with no. _____ issued on _____ at _____.

Witness my hand and seal this _____ day of [month] [year].

RICY MONES M. PARDO
Notary Public

NAME OF NOTARY PUBLIC RICY MONES M. PARDO
Serial No. of Commission 2873333
Notary Public for San Mateo City, Manila, 2021
Roll of Attorneys 104-087-257
PTR No. _____ [date issued] [place issued] 102492
IBP No. _____ [date issued] [place issued] 019

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