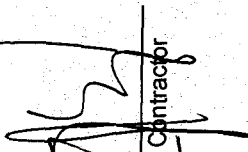




**CONSULTANCY CONTRACT**

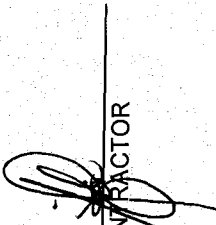
This **CONSULTANCY CONTRACT** is made and executed by and between:

  
Witness - Contractor

**PHILIPPINE AMUSEMENT AND GAMING CORPORATION**, a government owned and controlled corporation organized and existing pursuant to *Presidential Decree No. 1869*, as amended, with office address at the PAGCOR Executive Office, 5<sup>th</sup> Floor New Coast Hotel Manila, 1588 M.H. Del Pilar corner Pedro Gil Street, Malate, Manila, represented in this contract by its Branch Manager, **JOSE MARCIANO C. BAUTISTA**, hereinafter referred to as "**PAGCOR**",

- and -

**DR. MARY ANN J. GEBUSION**, Filipino, of legal age, and a resident of Blk. 12, Lot 28 Lessandra-Camella Subd., Brgy. Mandalagan, Bacolod City, hereinafter referred to as "**CONSULTANT**".

  
CONTRACTOR

**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 Branch Manager, 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**;

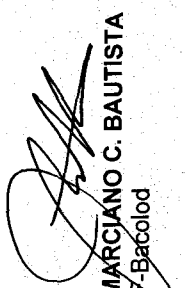
**WHEREAS**, the **CONSULTANT** has offered his services and expertise to **PAGCOR**;

**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:

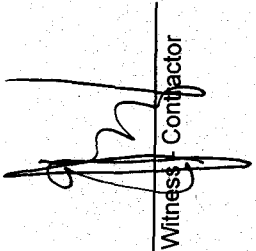
1. This Consultancy Contract shall be for a period of six (6) months commencing from the date of receipt of the Notice to Proceed, renewable at the option of **PAGCOR**, in accordance with law.

  
Witness - PAGCOR

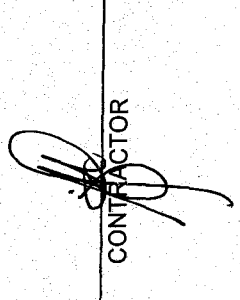
  
**JOSE MARCIANO C. BAUTISTA**  
BM, CF-Bacolod

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**.

- 
- Witness - Contractor
2. The **CONSULTANT** shall receive a consultancy fee of **Twenty-Five Thousand Pesos (PhP 25,000.00)** per month, or a total consultancy fee of **One Hundred Fifty Thousand Pesos (PhP 150,000.00)** for a period of six (6) months.
  3. The **CONSULTANT** shall report directly to the **Branch Manager** of Casino Filipino - Bacolod 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:

Basic Competencies:

- 
- CONTRACTOR
- a) The **CONSULTANT** must have experience/knowledgeable in the field of Occupational Medicine or Public Health;
  - b) The **CONSULTANT** shall carry out and implement **PAGCOR** guidelines outlined in the Operational Manual of the department including use of all IT solutions of the clinic;
  - c) The **CONSULTANT** shall consistently work cooperatively with fellow nurses, physicians, employees and their dependents, consultant personnel and ancillary service providers;
  - d) The **CONSULTANT** shall personally obtain continuing education relating to the field of medicine;
  - e) The **CONSULTANT** shall observe infection control procedures and is responsible for the safety of his/her colleagues;
  - f) The **CONSULTANT** shall come to work as scheduled and consistently demonstrate dependability and punctuality and avoid flexi-time without approval from the Officer in Charge;
  - g) The **CONSULTANT** must have the ability to accept assigned duties in a cooperative manner and perform other related duties as directed by the Unit Coordinator; and
  - h) The **CONSULTANT** shall contribute to the attainment of the mission and goals of the department through activities of the Health Services Unit (HSU).

Scope of Work:

- 
- Witness - PAGCOR
- a) The **CONSULTANT** is required to report to the designated workplace twenty-four (24) hours per week;
  - b) The **CONSULTANT** shall handle the following duties and responsibilities pertaining to the medical needs of the employees of **PAGCOR** and their qualified dependents, as well as the casino customers and guests;
- Evaluates Annual Medical Examination and pre-employment medical examination results and handles follow-up consultations;



JOSE MARCIANO C. BAUTISTA  
BM, CF-Bacolod

Witness - Contractor

- Handles the emergency consultations and treatment of the customers and guests brought to the branch clinic;
- Actively participates in the company's health awareness and preventive projects;
- Submits the required periodic reports to the Health Services Unit;
- Renders the best medical services to all PAGCOR employees;
- Must comply at least 50 points per day from the Scorecard for Retainer Physicians; and
- Does other functions as may be assigned from time to time.

CONTRACTOR

c) The **CONSULTANT** shall carry out functions related to the implementation of the PAGCOR Healthcare Plan; and

d) The **CONSULTANT** shall submit the requirements of HRDD: accomplishment report prior to deadline.

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.

Witness - PAGCOR

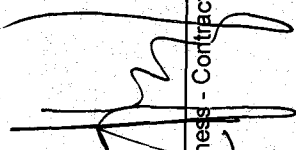
In addition, when the **CONSULTANT** fails to satisfactorily complete his duties, responsibilities, work assignments, due to the **CONSULTANT**'s own fault, as determined by **PAGCOR**, within the specified period, inclusive of duly granted time extensions, if any, the **CONSULTANT** shall be liable 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 **CONSULTANT**'s monthly consultancy fee 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 shall automatically be rescinded, without prejudice to **PAGCOR**'s other courses of action and remedies. In addition to the liquidated damages, the **CONSULTANT**'s performance security shall also be forfeited.

5. To guarantee the faithful performance of his obligations, the **CONSULTANT** shall post a Performance Security prior to the signing of the consultancy contract, in accordance with any of the following schedule:

Allowable Form of Performance Security	Percentage Amount of the Contract Price
Cash/Retention Money or Cashier's/Manager's check issued by a Universal or Commercial Bank;  [PAGCOR shall deduct five percent (5%) retention money for every monthly payment provided that it should not exceed five percent (5%) of the total contract price]	Five Percent (5%) <b>Seven Thousand Five Hundred Pesos (PhP 7,500.00)</b>
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank, Provided however, that if issued by a foreign bank, it shall be duly confirmed by a Universal or Commercial Bank; or	

JOSE MARCIANO C. BAUTISTA

BM, CF-Bacolod

  
Witness - Contractor

Surety Bond issued by a surety or insurance company duly certified by the Insurance Commission to issue said security specific for the contract award.

Thirty Percent (30%)  
Forty-Five Thousand  
Pesos (PhP 45,000.00)

The Performance Security shall be retained by PAGCOR, without interest, during the pendency of this Consultancy Contract and any extension thereof. The Performance Security shall only be released after the termination of this Consultancy Contract and the issuance by PAGCOR of the final Certificate of Acceptance and after deducting any and all claims that PAGCOR may have against the **CONSULTANT**.

The **CONSULTANT** shall post an additional performance security following the schedule above to cover any cumulative increase of more than ten percent (10%) over the original value of the consultancy contract.

  
CONTRACTOR

6. 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".

  
Witness - PAGCOR

7. 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.

8. 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**.

9. 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.

  
JOSE MARCIANO C. BAUTISTA  
BM, CF-Bacolod

10. 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 his 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 October 2021 in the City of Bacolod, Philippines.

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


BY:

  
**JOSE MARCIANO C. BAUTISTA.**  
Branch Manager  
TIN: 000-887-972-000

  
**DR. MARY ANN J. GEBUSION**  
Consultant  
TIN: 949-310-703

SIGNED IN THE PRESENCE OF:

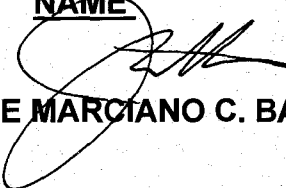
  
\_\_\_\_\_

  
\_\_\_\_\_

**ACKNOWLEDGMENT**

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

**BEFORE ME,** this 20 OCT 2021 in \_\_\_\_\_, personally appeared of whom exhibited her competent evidence of identity, to wit:

NAME  
  
**JOSE MARCIANO C. BAUTISTA**


GOVERNMENT ID NO.  
**Unified Multi-Purpose ID  
CRN-0111-2756709-8**

and presented to me an integrally complete document / instrument for acknowledgement. They all represented and declared to me that they voluntary affixed the signatures appearing on the instrument / document as their free and voluntary act and deed (and of they acted in representative capacity, they have the authority to sign in that capacity).

The instrument / document referred to is a Consultancy Contract consisting of seven (7) 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.

Doc. No.: 267  
Page No.: 55  
Book No.: Lxxx  
Series of 2021

  
**HOPE MAREY B. DEPASUCAT-SAZON**  
Roll No. 57549  
Commission Serial No. 0075-21  
Notary Public for the Cities of Bacolod & Talisay & Municipalities of Murcia and Don Silvanor Benedicto  
Valid until December 31, 2021  
PTR No. 3695861 - December 29, 2020 - E. S. Magalona, Negros Occ  
IBP No. 121151 - December 28, 2020 - Pasig City  
Suite 2 Mezzanine Floor Business & Consumers Bank Bldg.  
Araneta Street, Bacolod City  
Email: [erty.hope@bambideje.com](mailto:erty.hope@bambideje.com)  
Tel. No. 0947-9527910 (3+) 452-3875  
MCLE Compliance VI - 0006597 - September 30, 2016



ACKNOWLEDGMENT

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

OCT 19 2021

BEFORE ME, this \_\_\_\_\_ in  
~~BAKOLOD CITY~~, personally appeared of whom exhibited his  
competent evidence of identity, to wit:

<u>NAME</u>	<u>GOVERNMENT ID NO.</u>
DR. MARY ANN J. GEBUSION	PRC License No.0111833 Expiry Date: Nov. 29, 2022

and presented to me an integrally complete document / instrument for acknowledgement. They all represented and declared to me that they voluntary affixed the signatures appearing on the instrument / document as their free and voluntary act and deed (and of they acted in representative capacity, they have the authority to sign in that capacity).

The instrument / document referred to is a Consultancy Contract consisting of seven (7) 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.

*Mary Ann J. Gebusion*

Doc. No.: 97  
Page No.: 19  
Book No.: 1X  
Series of 2021

*Wenie D. Espinosa, Sr.*  
**ATTY. WENIE D. ESPINOSA, SR.**  
 NOTARY PUBLIC  
 FOR THE CITIES OF BACOLOD AND TALISAY AND  
 MUNICIPALITIES OF DON SALVADOR BENEDICTO  
 AND MURCIA  
 NOTARIAL COMMISSION NO. NP 0099-20  
 EXPIRED ON DEC. 31, 2021  
 IOP NO. 019600050-1/30/20 - (SP NATIONAL OFFICE)  
 PTR NO. 897 1056-1/31/22 - BACOLOD CITY  
 ONE-W WILLS, BAKYAS, BACOLOD CITY  
 CELL PHONE NO. 0922 742830  
 ROLL OF ATTORNEY'S NO. 29963  
 MCLE COMPLIANCE EXEMPTED APPLICATION ON PROCE