

CONSULTANCY CONTRACT

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 -

VIOLETA B. DALUMPINES, MD, Filipino, of legal age, and a business address at **195-A F. Benitez Street, Pasadena, San Juan City, Metro Manila**, 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 Thirty-Five Thousand Pesos (PhP35,000.00), VAT Exclusive, Zero-Rated Transaction, per month, or a total of Two Hundred Ten Thousand Pesos (PhP210,000.00), 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 **Assistant Vice President of the Health Services and Wellness Department (HSWD)** 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:

<p>Basic Qualifications</p> <ol style="list-style-type: none"> 1. Must be a graduate of Doctor of Medicine from a reputable medical school of the country and must have passed the Professional Regulatory Commission Physicians' Licensure Examination. 2. Must at least be a bonafide member of the Philippine Medical Association. 3. Must either be fellow/diplomate of Internal Medicine or Family Medicine, if applicable. 4. Must be physically/mentally fit for the position. 5. Must be computer literate.
<p>Basic Competencies</p> <ol style="list-style-type: none"> 1. Preferably with experience/knowledgeable in the field of Occupational Medicine or Public Health. 2. Willing to carry out and implement PAGCOR guidelines outlined in the Operational Manual of the department including use of all IT solutions of the clinic. 3. Can consistently work cooperatively with fellow nurses, physicians, employees and their dependents, consultant personnel, and ancillary service providers. 4. Should personally obtain continuing education relating to the field of medicine. 5. Can observe infection control procedures and is responsible for the safety of his/her colleagues. 6. Can come to work as scheduled and consistently demonstrate dependability and punctuality and avoid flexi-time without approval from Corporate Office. 7. Has the ability to accept assigned duties in a cooperative manner and perform other related duties as directed by the Unit Coordinator. 8. Can contribute to the attainment of the mission and goals of the department through activities of the Corporate Clinic.
<p>Job Description</p> <ol style="list-style-type: none"> 1. She 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; <ol style="list-style-type: none"> a. Conducts post Annual Medical Examination results evaluation, pre-ECU interview and post ECU result evaluation. b. Conducts consultations and follow-up consultations. c. Handles the emergency consultations and treatment of the customers and guests brought to the Clinic. d. Actively participates in the company's health awareness and preventive projects. e. Submits the required periodic reports to the Health Services Department. f. Renders the best medical services to all PAGCOR employees.

- g. Must comply at least 50 points per day from the Scorecard for Retainer Physicians.
 - h. Does other functions as may be assigned from time to time.
2. She shall carry out functions related to the implementation of the PAGCOR Healthcare Plan.
 3. She 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 her 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**.

I'm not a lawyer



GIL C. HERNANDEZ




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. 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


VIOLETA B. DALUMPINES, MD
 Consultant
 TIN: 101-535-973-000

SIGNED IN THE PRESENCE OF:


ROWENA M. DIZON
 Senior Procurement Officer


CIRILA L. HUMSO

21 AUG 23 11:23 AM
PROCUREMENT DEPARTMENT


 GIL C. HERNANDEZ

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ACKNOWLEDGMENT

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

CITY OF MANILA BEFORE ME, this AUG 16 2021 in
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 voluntary 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 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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Book No.: VII
Series of 2021

EMMANUEL A. CALADO, 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. 2019-145/UNTIL DEC. 31, 2020
ROLL NO. 71209/JP MANILA CHAPTER
MCLE COMPLIANCE NO. VI-0016494/UNTIL-4-14-2022
PTR NO 9826739/VALID UNTIL-12/31/2021

GIL C. HERNANDEZ
GIL C. HERNANDEZ

ACKNOWLEDGMENT

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

BEFORE ME, this APR 21 2021 in
QUEZON CITY, personally appeared of whom exhibited his competent
evidence of identity No. WT

NAME

VIOLETA B. DALUMPINES, MD

GOVERNMENT ID NO.

*PRC License # 44379
Registration Date 7/17/1975
Valid until 3/15/2021 (under
Peace of Issuance - Manila Process)*

and presented to me an integrally complete document / instrument for acknowledgement. He 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 she acted in representative capacity, she has the authority to sign in that capacity).

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ATTY. JASON G. DE BELEN
Roll No. 36259
Adm. NP-019 Notary Public (2020-2021)
Unit M Panay Commercial Building
No. 7 Panay Ave. cor. Sgt. Borromeo St. Q.C.
IBP AR No. 34918187; QC 1-4-2021
PTR No. 0598847; QC 1-4-2021
MCLE VI-0022012; 4-14-22

[Signature]
GIL C. HERNANDEZ