



CONSULTANCY CONTRACT

This CONSULTANCY CONTRACT is made and executed by and between:

PHILIPPINE AMUSEMENT AND GAMING CORPORATION, a government owned and controlled corporation created and existing by virtue of Presidential Decree No. 1869, as amended, with office address at PAGCOR Corporate, Executive Office, New Coast Hotel Manila, M.H. del Pilar cor Pedro Gil Streets, Malate, Manila, represented in this act by its Branch Manager, **NESTOR G. LEGASPINA**., 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**".

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 Board of Directors, 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 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 **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.

Witness - Contractor

CONTRACTOR

Witness - PAGCOR

NESTOR G. LEGASPINA
BM, CF-Bacolod

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 **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, subject to withholding taxes.
3. The **CONSULTANT** shall report directly to the Branch Manager /Officer-In-Charge of Casino Filipino - Bacolod 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:

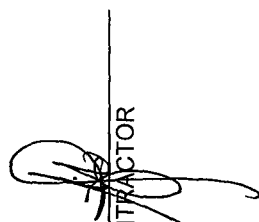
Basic Competencies:

- a) The **CONSULTANT** must be experienced/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 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 Branch Manager/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:

- 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;
 - Conducts post Annual Medical Examination results evaluation; pre-ECU interview and post ECU result evaluation;
 - Conducts consultations and follow-up consultations;
 - Handles the emergency consultations and treatment of the customers and guests brought to the branch clinic;


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- 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.

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 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 **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%) Seven Thousand Five Pesos (PhP7,500.00)
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	
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 (PhP45,000.00)

The Performance Security shall be retained by **PAGCOR**, without interest, during the pendency of this Consultancy Contract and any extension

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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.

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” 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”.

7. 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 her 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.

8. During the period of this Consultancy Contract, and one (1) year thereafter, the **CONSULTANT** shall 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**, 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.

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

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BM CF-Bacolod

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 November 2022 in the City of Bacolod, Philippines.

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

Represented by:

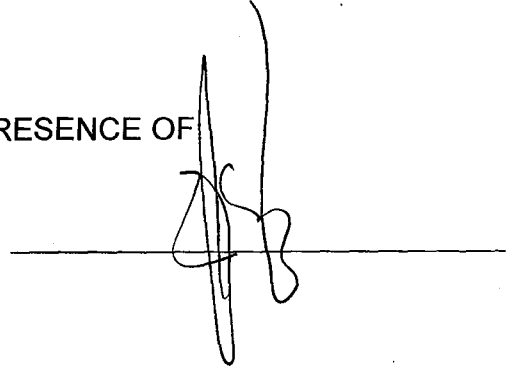
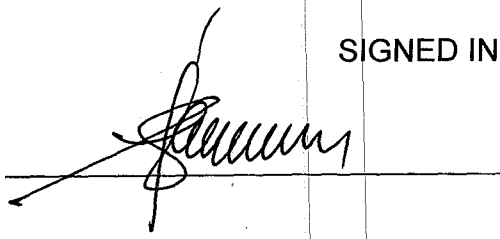


NESTOR G. LEGASPINA
Branch Manager
TIN No. 102-007-314



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

SIGNED IN THE PRESENCE OF



ACKNOWLEDGMENT

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

BEFORE ME, this NOV 28 2022 in
_____, personally appeared of whom exhibited her
competent evidence of identity, to wit:

NAME



GOVERNMENT ID NO.

NESTOR G. LEGASPINA

**Unified Multi-Purpose ID
CRN-011-8315568-0**

known to me and known to be the same person who executed the foregoing
Consultancy Contract consisting of Seven (7) pages, including this page, and who
acknowledge to me that the same is his own free and voluntary act and deed as
well as the free and voluntary act and deed of the entity he represents, he is being
duly authorized for this purpose.

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

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Page No.: 183
Book No.: 98
Series of 2022
MCLE Compliance No. _____



ATTY. JERRY P. BASIAO
Notary Public
for the Cities of Bacolod & Talisay, Mun. of Murcia & D.D.,
NP No. 0011-23 Unit December 31, 2023
Room 301, Macia Bldg., San Sebastian
Lopez-Jaena Street, Bacolod City
Mobile No. 09170307003
Roll No. 81628, Nanda
IBP Lifetime Member No. 6531, Manila
PTR No. 8966509 / Jan. 4, 2022 Bacolod City
MCLE No. VI-0002244 / May 16, 2017

ACKNOWLEDGMENT

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

BEFORE ME, this NOV 28 2022 in
BACOLOD CITY, personally appeared of whom exhibited her
competent evidence of identity, to wit:

NAME

GOVERNMENT ID NO.


DR. MARY ANN J. GEBUSION

PRC License No.0111833
Expiry Date: Nov. 29, 2022

known to me and known to be the same person who executed the foregoing
Consultancy Contract consisting of Seven (7) pages, including this page, and who
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well as the free and voluntary act and deed of the entity she represents, she is
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Doc. No.: 700
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ATTY. JERRY P. BASIAO
Notary Public
for the Cities of Bacolod & Talisay, Mun. of Murcia & Davao
NP No. 0011-23 until December 31, 2023
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Lopez-Jaena Streets, Bacolod City
Mobile No. 09170007003
Roll No. 51628, Manila
IBP Lifetime Member No. 5531, Manila
PTR No. 8966509 / Jan. 4, 2022 Bacolod City
MCLE No. VI-0002244 / May 14, 2017