

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 1869, as amended, with office address at the PAGCOR Executive Office, New Coast Hotel Manila, 1588 M.H. Del Pilar corner Pedro Gil Streets., Malate, Manila, represented in this act by its Chairman and Chief Executive Officer, **ALEJANDRO H. TENGCO**, hereinafter referred to as "**PAGCOR**";

- and -

JUAN MIGUEL PAOLO C. TUNGPALAN, Filipino, of legal age, and a resident of San Lorenzo Place, Chino Roces Avenue, Barangay Bangkal, Makati City, hereinafter referred to as "**CONSULTANT**"

Each referred to as a "**PARTY**" and collectively as "**PARTIES**"

RECITALS:

WHEREAS, **PAGCOR** has a requirement for the Procurement of One (1) Consultant for the marketing Department under ITB No. HT23-02-010COR, the technical and professional expertise of whom are beyond the capability and/or capacity of **PAGCOR** to undertake;

WHEREAS, **PAGCOR**, has resorted to Negotiated Procurement under Section 53.7 of the Revised Implementing Rules and Regulations of Republic Act No. 9184 (Government Procurement Reform Act) for the hiring of a Highly Technical Consultant who will be engaged to do the required services;

WHEREAS, the **CONSULTANT** has the technical and professional expertise required by **PAGCOR** and he offered the said services 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, the **PARTIES** agree as follows:

1. This Consultancy Contract shall be for a period of six (6) months commencing on 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 monthly consultancy fee of **Twenty-Seven Thousand Seven Hundred Seventy-Seven Pesos and 78/100 (PhP27,777.78)**, or **One Hundred Sixty-Six Thousand Six Hundred Sixty-Six Pesos and 68/100 (PhP166,666.68)**, VAT Exclusive, Zero-Rated Transaction, less mandated withholding tax.
3. The **CONSULTANT** shall report directly to the **Marketing Department (MD)** 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:

Job Description
<p>1. Description of the Assignment:</p> <p>The Consultant shall be required to develop the market in Manila, specifically Satellite Operations Group 4 (Madison and Citystate Satellites) and Satellite Operations Group 2 (Networld Satellite). He shall also design, execute, and formulate marketing, communication, and public awareness strategies for the said properties.</p> <p>2. Scope of Work</p> <p>The Consultant will be contracted to:</p> <ol style="list-style-type: none"> 1. Develop and execute a marketing strategy for the marketing and sales of Madison, Networld, and Citystate Satellites. This should clearly define a marketing Mix and should be based on competition and customer analysis of the market. 2. Formulate and execute a communication strategy required for the marketing and sales of the target Casino Filipino/Satellite Operations Groups' properties. 3. Undertake research on customer perceptions of the developed brand and proposed strategies to further improve the brand. 4. Assist Casino Filipino/Satellite Operations Groups in conceptualizing and designing all promotional materials and activities. 5. Document and report activities highlighting progress, achievements, and success stories. 6. Create detailed reports with research findings and analysis to present marketing strategies. 7. Provide written documents/reports and verbal presentations to guide the creation of new marketing plans and programs which will help increase shares in new or existing markets.

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.

The **CONSULTANT** shall be liable for damages if he fails to deliver any or all of the required Services or to perform or satisfactorily complete any of her duties, responsibilities, work assignments within the specified period, as determined by **PAGCOR**.

As such, the **CONSULTANT** shall pay **PAGCOR** or **PAGCOR** shall deduct from any money due to the **CONSULTANT**, liquidated damages equivalent to one-tenth of one percent (1/10 of 1%) of the cost of the **CONSULTANT**'s monthly consultancy fee for each day of delay, including Sundays and Holidays until the required Service is performed and accepted by **PAGCOR**.

Once the amount of liquidated damages reaches ten percent (10%) of the total contract amount, **PAGCOR** may automatically terminate the contract, without prejudice to any other remedies and courses of action available to it.

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 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 wife 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 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 here to set their hands this ____ day of ____ 2023 in the City of _____, Philippines.

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

Represented by:

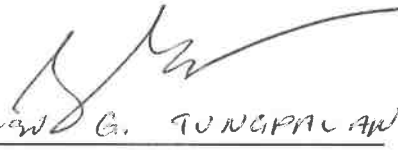

ALEJANDRO H. TENGCO
Chairman and Chief Executive Officer
TIN: 114-275-668-000

Represented by:


JUAN MIGUEL PAOLO C. TUNGPALAN
Consultant
TIN: 429-258-439-00000

SIGNED IN THE PRESENCE OF:


ROWENA B. DIZON
Senior Procurement Officer


JUAN MIGUEL PAOLO C. TUNGPALAN

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of CITY OF MANILA, on this 05 APR 2023 day of _____, 2023, personally appeared:

NAME	GOVERNMENT ID PRESENTED
ALEJANDRO H. TENGCO	Passport No.: P0803246C Date Issued: July 5, 2022 Valid Until: July 4, 2032

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 his own free and voluntary act and deed as well as the free and voluntary act and deed of the entity she represents, he being duly authorized for this purpose.

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

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Page No.: 59
Book No.: VIII
Series of 2023

Ats
ATTY. ANGELO CARLO T. TALATALA
NOTARY PUBLIC
FOR AND IN THE CITY OF MANILA
6TH FLR, NEW COAST HOTEL MANILA & CASINO
1588 N.H. DEL PILAR ST. MALATE, MANILA
CGA.MI. No. 2923-099/ Valid Until 12-31-2024
ROLE No. 68386/ MANILA CHAPTER IV
MCLE Compliance No. VII - 0008361/ Valid Until 4-14-2025
PER No. 0873647/ Valid Until 12-31-2023

Andrea
Andrea Marie V. Fontanilla
4/11/2023

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in City of CITY OF MANILA, Philippines, this
_____ day of MAR 16, 2023, personally appeared:

NAME

**JUAN MIGUEL PAOLO C.
TUNGPALAN**


GOVERNMENT ID PRESENTED
Driver's License No.: N01-19-02478
Date Issued: November 20, 2019
Valid Until: October 4, 2023

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 his own free and voluntary act and deed.

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

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Book No.: IX
Series of 2023


ATTY. CLIFF RICHARD E. GENESELA
Notary Public for City of Manila
Notarial Commission No. 2023-105 issued on 2/17/23 Until Dec. 31, 2024 Manila
IBP No. 166317 issued on Oct. 26, 2021 Until Dec. 31, 2023 Pasig City/ Roll No. 49006
PTR No. 0860650 issued on Jan. 10, 2023 Until Dec. 31, 2023 Manila
MCLF No. VII-0022596 issued on July 15, 2022 Until April 14, 2025
Office Add: Mezanin San Luis Bldg 1006 Orosa St. Ermita, Manila


VICTOR O. DE LEON