

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 Corporate Annex Office, 1105 U.N. Avenue corner Ma. Orosa Street, Ermita, Manila, represented in this act by its Vice President of the Procurement Group, **COL. JOEL I. ENRILE (RET.)**, hereinafter referred to as "**PAGCOR**";

- and -

PHOEBE C. MABALE, Filipino, of legal age, and a resident of Block 16 Lot 12 Mariano South Centerpoint, Moonwalk, Parañaque 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 Consultancy Services under ITB No. HT23-06-016COR**, for technical and professional expertise that are beyond the capability 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 2016 Revised Implementing Rules and Regulations of Republic Act 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 on the effectivity date provided in 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.

PHOEBE C. MABALE
Consultant

Witness
RODRIGO D. SILVERIO JR.

COL. JOEL I. ENRILE (Ret.)
Vice President, Procurement Group

JANICE A. GODORNES
Assistant Vice President, Legal Services Department
Legal Member, BAC 2

MARY LAMPELL N. FIGUEROA
Administrative Officer II, Anti-Money Laundering Compliance Department
Technical Personnel

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**.

PHOEBE C. MABALE
Consultant

2. The **CONSULTANT** shall receive a consultancy fee of **Thirty-Six Thousand Pesos (Php36,000.00) per month**, or a total consultancy fee of **Two Hundred Sixteen Thousand Pesos (Php216,000.00)** for a period of six (6) months. The consultancy fee shall be subject to applicable withholding taxes.
3. The **CONSULTANT** shall report directly to the **Assistant Vice President (AVP)** of the **Anti-Money Laundering Compliance Department (ACD)** 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:

a) Scope of Work:

The scope of work of the **CONSULTANT** shall be the following:

1. To determine the level of compliance to the AMLA and other related rules and regulations, of each Branch/SOG;
2. To assist in the development/formulation of policies which will enhance/simplify the implementation of the requirements of the AMLA;
3. To provide inputs, suggestions and/or solutions to problem/s encountered during the implementation of AML rules and procedures;
4. To act as an AML/CFT liaison officer between **PAGCOR** and other government agencies; and
5. Perform such other duties and responsibilities as may be required by **PAGCOR**.

b) Reportorial Requirement:

The **CONSULTANT** shall submit to the ACD a Quarterly Accomplishment Report, every fifteen (15) days after each quarter of the year.

c) Confidential Clause:

The **CONSULTANT** shall maintain the confidentiality of all AML/CFT-related information obtained or has come to his/her knowledge while performing the task required of the consultancy contract.

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.

The **CONSULTANT** shall be liable for damages if she 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

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RODRIGO D. SILVERIO JR.

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 course 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" 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 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.

- 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**, 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

PHOEBE C. MABALE
consultant

JANICE A. GODOY
Assistant Vice President, Legal Services Department
Legal Member, BAC 2

Witness
RODRIGO D. SILVERIO JR.

MARY LAMPELL N. FIGUEROA
Administrative Officer II, Anti-Money Laundering Compliance Department
Technical Personnel

COJ. JOENI ENRILE (Rel.)
Vice President, Procurement Group

RODRIGO D. SILVERIO JR.

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 ____ 2023 in the City of _____, Philippines.

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

Represented by:

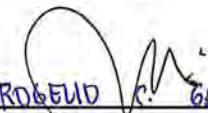

COL. JOEL I. ENRILE (Ret.)
Vice President, Procurement Group
TIN: 127-951-835-000

Represented by:


PHOEBE C. MABALE
Consultant
TIN: 298-912-944-000

SIGNED IN THE PRESENCE OF:


MARY LAMPELL N. FIGUEROA
Administrative Officer II,
Anti-Money Laundering Compliance
Department
Technical Personnel


ROBEUD R. GAUDNER JR.


JANICE A. GODORNES
Assistant Vice President,
Legal Services Department
Legal Member, BAC 2


RODRIGO D. SILVERIO JR.

ACKNOWLEDGMENT

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

Phoebec
PHOEBE C. MABALE
Consultant

BEFORE ME, this 14 AUG 2023 in
CITY OF MANILA, personally appeared of whom exhibited his competent
evidence of identity, to wit:

NAME IDENTIFICATION DOCUMENT PRESENTED

COL. JOEL I. ENRILE (RET.)

PASSPORT NO. P5623597A

Date of Issuance: January 16, 2018

Valid until: January 15, 2028

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

Witness
Rodrigo D. Silverio Jr.
RODRIGO D. SILVERIO JR.

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

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Page No.: 95
Book No.: XI
Series of 2023

Atty. Emmanuel A. Palado, Jr.
ATTY. EMANUEL A. PALADO, JR.
NOTARY PUBLIC
FOR AND IN THE CITY OF MANILA
6TH FLR, PAGCOR OFFICE, NEW COAST HOTEL & CASINO
M.H. DEL PILAR ST., COR. PEDRO GIL, MALATE MANILA
Comm. No. 2022-040 / Valid Until - 12/31/23
ROLL No. 71209 / IBP No. 181581, 1/6/22, Manila IV Chapter
MCLE Compliance No. VII-0003701/Until-4/14/25
PTR No. 0875642 Issued Jan. 2022 / Until - 12/31/2023

Janice A. Godornes
JANICE A. GODORNES
Assistant Vice President, Legal Services Department
Legal Member, BAC 2

Mary Lampell N. Figueroa
MARY LAMPELL N. FIGUEROA
Administrative Officer II, Anti-Money Laundering Compliance Department
Technical Personnel

Col. Joel I. Enrile (Ret.)
COL. JOEL I. ENRILE (Ret.)
Vice President, Procurement Group

Rodrigo D. Silverio Jr.
RODRIGO D. SILVERIO JR.

ACKNOWLEDGMENT

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

Phoebec
PHOEBE C. MABALE
consultant

BEFORE ME, this _____ in
AUG 10 2023, personally appeared of whom exhibited her
competent evidence of identity, to wit:

<u>NAME</u>	<u>IDENTIFICATION DOCUMENT PRESENTED</u>
PHOEBE C. MABALE	Unified Multi-Purpose ID – CRN 0006-2542887-6

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 of the entity she represents, she 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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Book No.: CIII
Series of 2023

ATTY. GARY CAMITAN AURE
NOTARY PUBLIC, ROLL NO. 60777
PTR No. 0001143 Issued Jan-Jun. 3, 2021 until Dec. 31, 2023 Manila
ICR No. 14594 Issued on Feb. 2, 2016
Commission No. 123456 Issued on Nov. 10, 2022 Expires Jan. 1, 2023 until Dec. 31, 2023
MCLE No. 18-001648 Issued on Nov. 20, 2019 Valid until April 14, 2025 Pasig City
Office Address: L2F1 Upper Ground Floor, Burgundy Transpacific Place,
2444 A, Taft Avenue, Malate, Manila 1004

Witness
Rodrigo
RODRIGO D. SILVERIO JR.

Janice
JANICE A. GODORNES
Assistant Vice President, Legal Services Department
Legal Member, BAG 2

Mary
MARY LAMPELL N. FIGUEROA
Administrative Officer II, Anti-Money Laundering Compliance Department
Technical Personnel

Joel
COL. JOEL ENRILE (Ret.)
Vice President, Procurement Group

Rodrigo
RODRIGO D. SILVERIO JR.

 **REPUBLIC OF THE PHILIPPINES**
Unified Multi-Purpose ID

 **CRN - 0006 - 2542887 - 6**

SURNAME MABALE
GIVEN NAME PHOEBE
MIDDLE NAME CATUDAY
SEX FEMALE
DATE OF BIRTH 1985/02/22 *Phoebelle*
ADDRESS SAGKAHAN, BLISS BRGY 64 TACLOBAN
CITY PHI 6500

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