

# 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 -

**REYNALDO A. CATAPANG**, Filipino, of legal age, and a resident of 21 San Miguel Bay Dr., Southbay Gardens, Sucat, Parañaque, 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 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 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;

**WHEREAS, the Special Assistant to the President and Chief Operating Officer**, duly delegated on November 24, 2022, approved the award of the contract to the **CONSULTANT**;

**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.

**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 **Fifty-Five Thousand Five Hundred Fifty-Five Pesos and 55/100 (PhP55,555.55)** per month, or a total consultancy fee of **Three Hundred Thirty-Three Thousand Three Hundred Thirty-Three Pesos and 33/100 (PhP333,333.33)** 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 **Gaming Licensing and Development Department (GLDD)** 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:

a) Scope of Work:

1. To analyze the situation of the Philippine gaming industry in reference to the global gaming industry;
2. To determine the regulatory effectiveness of GLDD by evaluating the financial status of the Philippine gaming industry;
3. To act as adviser on the effective monitoring of licensees' operations and remittances of license fees; and
4. Perform such other duties and responsibilities as may be required by **PAGCOR**.

b) Deliverable

The **CONSULTANT** shall submit Monthly Accomplishment Report every end of the month.

The Consultant shall submit to the Accounting Department the following:

1. BIR Certificate of Registration
  2. Sworn Declaration of Gross Sales/Receipt
  3. Sample of Official Receipt
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 on delay if he fails to deliver any or all of the required services, to perform or satisfactorily complete any of his duties, responsibilities, work assignments within the specified period, as determined by **PAGCOR**. As much, 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 services for each day of delay. 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 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.
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 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 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

MA. VINA CLAUDETTE P. OCA

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:

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

Represented by:

  
**REYNALDO A. CATAPANG**  
Consultant  
TIN: 135-859-642-000

SIGNED IN THE PRESENCE OF:

  
\_\_\_\_\_  
**MARY ANN J. CHAVEZ**  
SENIOR PROCUREMENT OFFICER

  
\_\_\_\_\_  
**VIRGINIA N. CABABAO**

  
MA. VINA CLAUDETTE P. OCA

ACKNOWLEDGMENT

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

BEFORE ME, this 22 FEB 2023 in
CITY OF MANILA, personally appeared of whom exhibited her competent
evidence of identity, to wit:

Table with 2 columns: NAME, IDENTIFICATION DOCUMENT PRESENTED. Row 1: ALEJANDRO H. TENGCO, Land Transportation Office - Driver's License No. C07-80-010075 Valid Until: March 10, 2023

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
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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Page No.: 65
Book No.: X
Series of 2023

ATTY. EMMANUEL A. PALADO, JR.
NOTARY PUBLIC
FOR AND IN THE CITY OF MANILA
6TH FLR, PAGCOR OFFICE, NEW CORNET HOTEL & CASINO
M.H. DEL PILAR ST., COR. PEDRO GIL, MALATE MANILA
Comm. No. 2022-040 / Valid Until - 12/31/23
RDLL No. 71209 / IBP No. 181581, 1/5/22, Manila IV Chapter
MCLE Compliance No. VI-0003701/Unit-4/14/25
PTR No. 0873642 Issued Jan. 2022 / Until - 12/31/2023

Handwritten signatures in blue ink on the right margin.

Handwritten signature in blue ink at the bottom right.



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES )  
CITY OF Muntinlupa City )S.S

BEFORE ME, this FEB 08 2023 in  
Muntinlupa City, personally appeared of whom exhibited his competent  
evidence of identity, to wit:

NAME	IDENTIFICATION DOCUMENT PRESENTED
REYNALDO A. CATAPANG	Unified Multi-Purpose ID – CRN 006-0115-1726-9

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  
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.: II  
Series of 2023

*H. David*

ATTY. HOSANNA C. DAVID  
Notary Public for Muntinlupa City, Philippines  
B1 Mabuhay Alabang, Alabang Town Center  
Alabang, Muntinlupa City  
Commission No. 22-050 until 31 Dec 2023  
PTR No. MCF 4361301/01-03-2023/Muntinlupa  
IBP No. 262370/01-03-2023/Pasig  
Roll of Attorneys No. 80023  
MCLE not yet required (admitted 18 May 2022)

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten initials]*

*[Handwritten signature]*  
MA. VINA CLAUDETTE P. OCA



*Keynaldo Arano*

*San Sabido*

*Keynaldo*