

CONSULTANCY CONTRACT

This CONSULTANCY CONTRACT is made and executed by and between:

PHILIPPINE AMUSEMENT AND GAMING CORPORATION, a government - owned and -controlled corporation organized and existing pursuant to *Presidential Decree No. 1869*, as amended, with office address at PAGCOR Corporate, 5th Floor Executive Office, New World Manila Bay Hotel, 1588 M.H. Del Pilar Cor. Pedro Gil St. Malate, Manila, represented in this contract by its President and Chief Operating Officer, **EUGENE D. MANALASTAS**, hereinafter referred to as **PAGCOR**,

- and -

EDGARDO ANTONIO DEL ROSARIO, Filipino, of legal age, and a resident of 731 Alicante Tower, Marquinton Residences, Marikina 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 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 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;

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.

Becker

[Signature]

[Signature]

[Signature]

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-Five Thousand Pesos, (PhP 25,000.00)**, or a total consultancy fee of **One Hundred Fifty Thousand Pesos, (PhP 150,000.00)** for twenty-four (24) hours per week for a period of six (6) months, Philippine Currency, less mandated withholding tax.

3. The CONSULTANT shall report directly to the **Health Services Manager of CF-Pavilion HSU – or to the Senior Manager for Admin and Finance of CF-Pavilion, or his/her duly authorized representative**, 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:

3.1 He 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;

a. Evaluates Annual Medical Examination and pre-employment medical examination results and handles follow-up consultations;

b. Handles the emergency consultations and treatment of the customers and guests brought to the branch clinic;

c. Actively participates in the company's health awareness and preventive projects;

d. Submits the required periodic reports to the Auxiliary Services Department (ASD);

e. Renders the best medical services to all PAGCOR employees;

f. Must comply at least fifty (50) points per day from the Scorecard for Retainer Physicians;

g. Does other functions as may be assigned from time to time such as but not limited to:

g.1 He shall carry out functions related to the implementation of the PAGCOR Healthcare Plan;

g.2 He shall submit the requirements of the Human Resource and Development Department (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 his obligations due to the CONSULTANT's own fault except when the failure is due to *force majeure* or other circumstances beyond the control of either party.

In addition, when the CONSULTANT fails to satisfactorily complete his duties, responsibilities, work assignments, due to the CONSULTANT's own fault as determined by PAGCOR, within the specified period, inclusive of duly granted

Edgardo

21

Handwritten marks on the left margin.

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 total cost of the unperformed portion of the CONSULTANT's contract 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 the CONSULTANT of all of his obligations under this Consultancy Contract, PAGCOR shall deduct from the consultancy fee of the CONSULTANT the amount of **One Thousand Two Hundred Fifty Pesos (PhP1,250.00)** per month as Performance Security, which shall not exceed the total amount of **Seven Thousand Five Hundred Pesos (PhP7,500.00)**.¹

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

7. 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

¹ The total amount of the Performance Security shall be equal to five percent (5%) of the total amount of the consultancy fee for six (6) months. The monthly deduction shall be equal to total amount of the Performance Security divided by six (6).

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 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.
9. 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.
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 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 hereto set their hands this ____ day of ____ 2016 in the City of _____, Philippines.


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

BY:

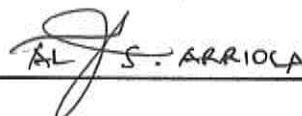

EUGENE D. MANALASTAS
President and Chief Operating Officer
TIN: 102-010-491


EDGARDO ANTONIO DEL ROSARIO
Consultant
TIN: 241-609-772

SIGNED IN THE PRESENCE OF:



NONBENITO C. OBIAS



AL J. S. ARRIOLA



ACKNOWLEDGMENT

BEFORE ME, this ____ day of APR 14 2016 in CITY OF MANILA, personally appeared the following person/s, each of whom exhibited their competent evidence of identity, to wit:


Name	Govt. ID Presented	Valid Until
EUGENE D. MANALASTAS	Passport No. EB7143410	January 13, 2018

and presented to me an integrally complete document/instrument for acknowledgement. They all represented and declared to me that they voluntarily affixed the signatures appearing on the instrument/document for the purposes stated therein and that they executed the instrument/document as their free and voluntary act and deed and if they acted in representative capacity, the free and voluntary act and deed (and if 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.

Doc. No. 376
Page No. 77
Book No. II
Series of 2016.


PETER LLOYD D. CARPIO
NOTARY PUBLIC
IN AND FOR THE CITY OF MANILA
6th FLR, NEWWORLD MANILA BAY HOTEL & CASINO
M.H. DEL PILAR ST., MALATE, MANILA
COMB. NO. 2015 - 1B, UNTIL DEC. 31, 2016
ROLL NO. 53455, IBP LIFETIME NO. 012856
QUEZON CITY CHAPTER
PTR NO. 4309234/1:0-16/MANILA





ACKNOWLEDGMENT

CITY OF MANILA

BEFORE ME, this ____ day of _____, 2016, personally appeared the following person/s, each of whom exhibited their competent evidence of identity, to wit:

Name	Govt. ID Presented	Valid Until
EDGARDO ANTONIO DEL ROSARIO	PRC Identification Card Registration No. 0098470	January 26, 2017

and presented to me an integrally complete document/instrument for acknowledgement. They all represented and declared to me that they voluntarily affixed the signatures appearing on the instrument/document for the purposes stated therein and that they executed the instrument/document as their free and voluntary act and deed and if they acted in representative capacity, the free and voluntary act and deed (and if 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.

[Signature]
 ATTY. GILBERTO B. PASIMANES
 Notary Public Until Dec. 31, 2017
 Notarial Commission 2016-038 Mla.
 IBP# 1013098 Pasig 12-16-15 until 2017
 PTR# 4930030 Mla 1-4-2016
 Roll# 25473, TIN# 103-098-346
 MCLE Compl. No. V-0006269 until 4-14-19

Doc. No. 609
 Page No. 122
 Book No. 4
 Series of 2016.

[Handwritten marks]

[Handwritten signature]