

# CONSULTANCY CONTRACT

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This Consultancy Contract ("Contract") is executed between:

**PHILIPPINE AMUSEMENT AND GAMING CORPORATION (PAGCOR)**, a government owned and controlled corporation duly organized and existing by virtue of Presidential Decree 1869, as amended, with office address at Fifth (5<sup>th</sup>) Floor, PAGCOR Executive Offices, New World Manila Bay Hotel, 1588 M.H. Del Pilar cor. Pedro Gil Sts., Malate, Manila, represented in this act by its President and Chief Operating Officer, **EUGENE D. MANALASTAS**, hereinafter referred to as "**PAGCOR**";

-and-

**TOWERS WATSON PHILIPPINES, INC.**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 15/F The Marajo Tower, 312 26<sup>th</sup> Cor. Fourth Avenue, Fort Bonifacio Global City, Taguig City, represented in this act by its Managing Director, **JAMES PATRICK G. MATTI**, hereinafter referred to as the "**CONSULTANT**".

The Parties warrant that they are duly organized, registered, validly existing and in good standing under the laws of the Republic of the Philippines, and that the parties and their representatives are capable to enter into this Consultancy Contract, and to perform any and all their obligations under the contract.

## RECITALS:

On April 8, 2015, the GCG issued Memorandum Circular No. 2015-04, with the subject "*Reorganization, Rationalization and Personnel Planning in the GOCC Sector*", which refers to changes in the Organization Structure and Staffing geared towards improving the delivery of services and overall performance of the GOCC.

On December 3, 2015, during the Training on Position Classification for GOCCs conducted by the Governance Commission for GOCCs (GCG), GCG Chairman Cesar L. Villanueva stated that GOCCs have to submit a Rationalization Plan prior to the implementation of the Compensation and Position Classification System (CPCS).

The Guidebook for the Reorganization of GOCCs issued last December 4, 2015 states that Republic Act No. 10149 mandates the GCG to ascertain the need to reorganize or rationalize GOCCs in order to align their Functions.

Based on the foregoing, on December 15, 2015, the PAGCOR Board of Directors approved the procurement project for the services of a consulting firm to provide Reports and Analyses to the Human Resource and Development Department pertinent to PAGCOR's Rationalization/Reorganization Plan, which is docketed as ITB No. PB16-001 ("Services").

PAGCOR undertook the procurement of the Services through Public Bidding (Consulting Services) under the provisions of Republic Act No. 9184, Government Procurement Reform Act, and its Revised Implementing Rules and Regulations.

After a thorough evaluation of the requirements submitted, PAGCOR awarded the contract to the CONSULTANT for submitting the single rated responsive bid to perform the Services.

For and in consideration of the foregoing, and the mutual covenants and agreements hereunder, PAGCOR and the CONSULTANT enter into this Contract under the following terms, stipulations and conditions:

### I. SCOPE OF UNDERTAKING

1. The CONSULTANT shall prepare a Rationalization/Reorganization Plan, which includes Current State Assessment, Organizational Review, Workforce Analysis and Planning, Job Leveling, CPCS Implementation Analysis and Transition Plan, with full details stated in the Terms of Reference of the Bidding Documents docketed as ITB No. PB16-001.

The CONSULTANT shall provide professional data service and analyses and reports on job levels, organizational structure and compensation which aid organizations in workforce management.

The CONSULTANT shall provide data and reports to ensure the following:

- a) PAGCOR's organizational structure and staffing are aligned with the PAGCOR's strategy.
- b) PAGCOR's organizational structure is aligned with the survey Career Levels and Global Grades, Functions and Disciplines.
- c) PAGCOR has the capacity to review and restructure its organizational structure as a key lever to improving performance.

2. The CONSULTANT shall provide the following deliverables within a period of six (6) months from the effectivity date specified in the Notice to Proceed:

DELIVERABLES	KEY ACTIVITIES
Project Plan and Executive Interview Results	<ul style="list-style-type: none"> <li>• Assessment of PAGCOR's current state and desired state through activities such as review of PAGCOR documents and conduct of interviews</li> <li>• Review of existing studies done by PAGCOR on organization review and workforce planning</li> <li>• Best practice research on similar organizations using service provider's databases</li> <li>• Conduct of <b>eight (8)</b> 1-hour executive interviews with PAGCOR leadership</li> </ul>
Recommendations on Changes in Organizational Structure  Key Results Areas/ Responsibilities per Department, Unit, Division and Section  Branch Model based on GCG requirements	<ul style="list-style-type: none"> <li>• Conduct of best practice research on the organizational structures of similar organizations</li> <li>• Analysis and understanding of current workflows and review of organization structure</li> <li>• Maximum of <b>two (2)</b> 6-hour presentation of results of workshops to Management for approval</li> </ul>
Job Description Training Materials and Workshop Reports  Results/Recommendations	<ul style="list-style-type: none"> <li>• Conduct of up to <b>four (4)</b> 4-hour job description writing workshops for newly created jobs</li> <li>• Review of maximum of eighty (80) newly-created and existing job descriptions</li> </ul>

of the Review of newly-created and existing job descriptions	
Recommendation on Manpower Complement  Standards/ Parameters for Creation of Additional Positions	<ul style="list-style-type: none"> <li>• Conduct of up to <b>seven (7)</b> 4-hour workshops and document review to understand PAGCOR's work processes, workload/ volume of transactions, span of control and other relevant considerations</li> <li>• Conduct of data analysis on headcount requirements</li> <li>• Up to <b>two (2)</b> 6-hour presentation of recommendations to PAGCOR</li> </ul>
CPCS Grades for each unique job; Trained JLC members	<ul style="list-style-type: none"> <li>• <b>One (1)</b> 4-hour Orientation and mapping of current levels using CPCS methodology duly recognized by GCG</li> <li>• Conduct of <b>nine (9)</b> 8-hour Job Leveling workshop with Job Leveling Committee (JLC). Estimated number of jobs to be covered is 540.</li> <li>• Conduct of alignment sessions for a total of 36 hours.</li> <li>• <b>Two (2)</b> 4-hour presentation of reviewed results to PAGCOR</li> </ul>
Results of the Analysis of PAGCOR's current compensation versus proposed CPCS  Transition Plan and Guidelines  Final Current State Assessment Report based on GCG's requirements which PAGCOR will submit to GCG	<ul style="list-style-type: none"> <li>• Updating of PAGCOR's compensation data</li> <li>• Analysis of PAGCOR's current compensation versus the proposed CPCS as provided by GCG</li> <li>• Preparation of transition/ implementation plan option</li> <li>• <b>Four (4)</b> 2-hour presentation of recommendations to PAGCOR</li> <li>• CONSULTANT to accompany PAGCOR in up to <b>two (2)</b> presentations of final report to GCG.</li> </ul>
NOTE: Additional one (1) workshop/presentation per phase, as deemed necessary during the conduct of said activities and as mutually agreed upon by PAGCOR and CONSULTANT, shall be provided with no additional cost to PAGCOR.	

3. PAGCOR shall provide the CONSULTANT with the documentation, information, access to personnel and cooperation it may reasonably require in the performance of the Service. Any delay or failure to provide materials, information or cooperation may result in a revision of the schedule for the deliveries.

4. Either party may terminate this Contract with cause, without need of judicial intervention, upon thirty (30) days prior written notice to the non-terminating party.

5. The CONSULTANT shall strictly comply with the schedule for the deliverables, and any deviation from it shall place the CONSULTANT in delay except in cases provided in Article III Section No.3.

6. The duly accomplished Bidding Documents and/or Terms of Reference (TOR) submitted by the CONSULTANT during the procurement of this Contract is attached as Annex "A" and shall be considered an integral part of this Contract.

The General Conditions of the Contract ("GCC") and the Special Conditions of Contract ("SCC"), as provided in the Bidding Documents, and the terms and conditions stated in this Consultancy Contract shall be complementary with each other, and what one prescribes shall be prescribed by all.

Notwithstanding the foregoing, in the event of discrepancy or conflict among the provisions of the GCC, SCC and this Consultancy Contract, the interpretation and true intention of the parties shall be resolved in the following order of priority:

- a. Terms and Conditions of the Consultancy Contract as specified herein;
- b. Special Conditions of the Contract;
- c. General Conditions of the Contract.

Any interpretation thereof shall not modify the Terms of Reference or Scope of Undertaking stated therein but only for purposes of the interpretation of the terms and conditions of the contract only.

7. PAGCOR shall retain ownership of all original data and materials, and the intellectual property rights in that data, provided to the CONSULTANT by PAGCOR or its representatives. PAGCOR will have the right to use, reproduce and adapt the actual copies of the work product delivered to PAGCOR for internal purposes within its organization. The CONSULTANT shall retain the intellectual property rights in such work product, and the skills, know-how and methodologies used or acquired by the CONSULTANT in the course of providing the services. The services the CONSULTANT performs, including the work product the CONSULTANT delivers to PAGCOR, are provided solely for the intended purpose, and may not be referenced or distributed to any other party without the CONSULTANT's prior written consent.

PAGCOR may distribute the CONSULTANT's work product to the PAGCOR affiliates, provided that PAGCOR ensures that each such affiliate complies with these terms and the applicable scope of work as if it were a party to them, and PAGCOR remains responsible for such compliance. PAGCOR is permitted to provide a copy of the CONSULTANT's work product to the governmental and regulatory authorities who have jurisdiction over PAGCOR (collectively "the Government") to the extent that it is required by law, or requested by the Government provided PAGCOR undertakes to inform the Government of the following:

- a) The CONSULTANT's work product is prepared solely for PAGCOR on an agreed basis to meet PAGCOR's specific purposes and not for use by any third party.
- b) The work performed by the CONSULTANT in producing the work product is carried out based on the specified requirements of PAGCOR. The CONSULTANT relies only on instructions provided directly by PAGCOR.
- c) The work product is not intended by the CONSULTANT to form a basis of any decision by a third party to do or omit to do anything.
- d) The CONSULTANT's work product has not been prepared for the Government and therefore may not address the Government's particular concerns. The Government is not entitled to place any reliance on the work product or the CONSULTANT's skill and advice generally, but should carry out its own investigations and obtain independent professional advice on all matters covered (or which ought to have been covered) by the work product.
- e) The work product is disclosed to the Government without responsibility on the CONSULTANT's part and no representation, warranty, promise or undertaking, express or implied, is or will be made or given in relation to the truth, accuracy or

completeness of the work product. No responsibility, liability or duty of care whatsoever (other than for fraudulent misrepresentation) is or will be accepted by the CONSULTANT.

8. The CONSULTANT warrants and represents that the Services it shall render under this Contract, including all deliverables, are 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 copyright, trademark, or right 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 copyright, trademark, or right of privacy or publicity relative to the Services including the deliverables.

## II. EMPLOYER-EMPLOYEE RELATIONSHIP

1. There shall be no employer-employee relationship between PAGCOR and the employees of the CONSULTANT. The CONSULTANT shall have entire charge, control and supervision of the work herein agreed upon. It shall be responsible for all acts and omissions of its personnel and of all persons allowed by it to have access to PAGCOR's premises, for any damage, which may be caused to persons or property while remaining in any part of PACOR's premises. Any accident, injury or sickness or any kind that may occur to any employee of the CONSULTANT during the time of and consequent to the performance of the Service under this Contract shall likewise be the CONSULTANT's responsibility.

2. The CONSULTANT further binds itself to hold PAGCOR free and harmless from any claim on account of any of the aforementioned injury or damage, or from any claim of its employees, regardless of the cause.

## III. CONTRACT PRICE AND SCHEDULE OF PAYMENT

1. In consideration of the Services rendered by the CONSULTANT, PAGCOR shall pay the CONSULTANT the total Contract Price of THIRTY ONE MILLION FOUR HUNDRED THOUSAND PESOS (Php31,400,000.00), VAT exclusive, Zero-Rated Transaction, subject to the appropriate withholding taxes. Payment shall be made according to the following:

DELIVERABLES PER PHASE	PERCENTAGE OF THE CONTRACT PRICE
Project Plan and Executive Interview Results	5.00 %
Recommendations on Changes in Organization Structure including Key Results Areas/ Responsibilities per Department, Unit, Division and Section	20.00 %
Job Description Training Materials and Workshop Reports; Results/Recommendations of the Review of newly-created and existing job descriptions	10.00 %
Recommendation on Manpower Complement	35.00 %
CPCS Grades for each unique job; Trained JLC members	20.00 %
Results of the Analysis of PAGCOR's current compensation versus proposed CPCS; Transition Plan and Guidelines; Final Current State Assessment Report based on GCG's requirements which PAGCOR will submit to GCG	10.00 %
<b>TOTAL</b>	<b>100.00%</b>

2. Upon the completion of each milestone, PAGCOR shall issue a Certificate of Acceptance per Phase ("Certificate") and pay the CONSULTANT within the thirty (30) days from receipt of a billing statement for the particular service rendered as outlined above. The issuance of Certificate shall not be unreasonably withheld by PAGCOR and shall be released based on the minimum requirements stated in the TOR.

The Certificate shall be issued by PAGCOR for purposes of payment per phase and upon compliance of the CONSULTANT of the requirements and deliverables stated in the TOR per phase only and not the completion of the project.

3. In the event that PAGCOR cannot issue said Certificate due to justifiable grounds, PAGCOR shall inform in writing the CONSULTANT of any of the remedies at the option of PAGCOR:

a) the CONSULTANT is given the chance to rectify or to provide remedy for non-compliance with the TOR, subject to the penalty provisions for the delay in the delivery, as provided in Article VII; or

b) the CONSULTANT is given a reasonable period of extension to rectify or to provide remedy based on reasonable grounds presented to PAGCOR and said extension must be approved in writing by the Head of the Procuring Entity of PAGCOR, subject to the conditions that the extension shall not affect the performance of the succeeding phases, there will be no deviation from the TOR as stated in the Bidding Documents and the rectification shall be at no additional cost to PAGCOR.

These remedies are not exclusive and PAGCOR can exercise other remedies provided under the applicable provisions of this contract, existing laws and regulations to protect the interest of the government.

4. PAGCOR may, by written notice of suspension to the CONSULTANT, suspend any and/or all payments to the CONSULTANT, if the CONSULTANT fails to perform any of its duties/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.

5. Both Parties agree that the total price stated herein shall include all applicable taxes, fees and charges required by the government. The CONSULTANT shall hold PAGCOR free and harmless from any tax liability arising out of or in connection with this Contract.

6. The prices stated herein are fixed, and there shall be no upward adjustment or increase for any reason whatsoever for the duration of the Contract.

7. During the implementation of this Contract, PAGCOR shall provide the following facilities at no cost to the CONSULTANT:

a. Venue during interview, meetings and workshop/training, including sound system and projector; and

b. Travel and Hotel Accommodation from accredited service providers and airport transfers during visits to provincial branches, if necessary.

8. In the exercise of PAGCOR's option to conduct Accounting, Inspection and Auditing as provided in Section 51 of the GCC of the Bidding Documents, the said activity is subject to the following restrictions:

a. Not less than 15 business days prior written notice has been given to the CONSULTANT;

- b. Such activity is conducted in a manner that does not disrupt the CONSULTANT's business operations and is limited to no more than 16 man hours of the CONSULTANT's time for the duration of the contract;
- c. The PAGCOR acknowledges that no access will be given to those records, logs and materials contain information related to the other clients of the Consultant;
- d. Such inspection or audit shall be performed subject to reasonable security restrictions of the CONSULTANT;
- e. The PAGCOR agrees to treat any finding and other information disclosed as a result of such inspection or audit as confidential information of the CONSULTANT except corrupt, fraudulent or coercive practices; and
- f. If the PAGCOR instructs its agent or any independent third party (who does not offer services or products that compete with CONSULTANT's own) to conduct such inspection or audit, the prior consent of the CONSULTANT be obtained and such third party enters into appropriate confidentiality agreement with the CONSULTANT before commencement of the inspection or audit.

**IV. TAXES AND LICENSES**

1. In addition to the foregoing provisions on taxes, PAGCOR shall withhold the applicable withholding tax, if any, and shall remit the same to the Bureau of Internal Revenue (BIR) for the account and credit of the CONSULTANT. PAGCOR shall provide the CONSULTANT with a certification of tax withheld after the remittance by PAGCOR of said tax to the BIR.
2. PAGCOR reserves the right to suspend payment for any and/or all parts of the Contract Price if the CONSULTANT becomes remiss in the payment of its taxes.
3. All amount, claims, and expenses pertaining to licenses, permits, registration or renewals thereof required by any government agency/entity for the Services performed under this Contract shall be for the exclusive account of the CONSULTANT.



**V. PERFORMANCE SECURITY**

1. To guarantee the faithful performance of the CONSULTANT of its obligations, it shall post a Performance Security prior to the signing of the contract, in accordance with any of the following:

<b>Forms of Performance Security</b>	<b>Amount of Performance Security (Equal to Percentage of the Total Contract Price)</b>
Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five Percent (5%)  <b>One Million Five Hundred Seventy Thousand Pesos (PhP1,570,000.00)</b>
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank; and/or	



Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security specific for the contract awarded.	<p style="text-align: center;">Thirty Percent (30%)  <b>Nine Million Four Hundred  Twenty Thousand Pesos  (PhP9,420,000.00)</b></p>
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2. The Performance Security posted shall remain valid until the issuance of PAGCOR of the Final Certificate of Acceptance ("Final Acceptance"), and is subject to the following conditions:

- a) PAGCOR has no claims filed against the CONSULTANT or the surety company;
- b) It has no claims for labor and materials filed against the CONSULTANT;
- c) Other conditions, as appearing in this Contract, or as may be applicable.

The Final Acceptance shall be issued upon the completion and delivery of the final/last Phase of the Services and the completion of the Project in accordance with the TOR.

### VI. CLAIMS AND DISPUTES

1. All claims and disputes relating to or arising out of this Contract shall be settled amicably by the parties before resorting to any judicial action.

2. If the Parties fail to settle their differences or disputes, 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 or all judicial actions or suits between the parties to the exclusion of all other courts and venues. This exclusive venue provision shall apply even in cases of declaration of nullity of this 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.

### VII. DAMAGES FOR DELAY

The CONSULTANT shall completely perform the Services within the time prescribed in this Contract. Should the CONSULTANT incur delay in its performance and such delay is caused solely by the action or inaction of the CONSULTANT, the CONSULTANT shall pay a penalty of one-tenth of one percent (1/10 of 1%) of the cost of the unperformed portion for every day of delay, including Sundays and Holidays. Once the cumulative amount of the liquidated damages reaches ten percent (10%) of the amount of the contract, PAGCOR shall rescind the Contract, without prejudice to other courses of action and remedies open to it.

### VIII. CONFIDENTIALITY

1. Pursuant to this Contract, PAGCOR, its directors, officers employees, agents, customers, and any other person working in PAGCOR's behalf, may be disclosing to the CONSULTANT, its directors, officers, employees, agents, and other persons acting on the CONSULTANT's behalf, confidential information such as, but is not limited to: business plans, development plans, lists, reports, financial information, design documents, specifications, notes, computer disks, hard disks, tapes, written or electronic compilations or data storage devices and/or other non-public information, proprietary and confidential to PAGCOR, together with any notes, analyses, compilations, studies, or other documents, that are based upon, contain, or otherwise

**MARIA MYRNA L. REYES**



reflect information that is confidential in character. The parties agree as follows with respect to the treatment of the above-mentioned confidential information:

- a) The CONSULTANT shall require its directors, officers, employees, agents and other persons acting on the CONSULTANT's behalf to comply with the terms of this confidentiality clause and shall be solidarily liable to PAGCOR for any unauthorized disclosures made by it or its directors, officers, employees, agents and other persons acting on the CONSULTANT's behalf.
- b) Any information provided by PAGCOR shall be used by the CONSULTANT, its directors, officer, employees, agents, and other persons working in the CONSULTANT's behalf, solely for the purpose of performing the Services and not for any other purpose. The CONSULTANT, its directors, officers, employees, agents and other persons acting on the CONSULTANT's behalf shall not disclose any information, in whole or in part, to any person or for any other purpose.
- c) Copies or reproductions of the disclosed confidential information shall be made only to the extent and purpose of performing the CONSULTANT's Services under this Contract. Access to disclosed confidential information shall be limited by the CONSULTANT to only those directors, officers, employees, agents, and other persons acting on its behalf necessary to the performance of the Services under this Contract.
- d) In the event that the CONSULTANT, its directors, officers, employees, agents, and any other persons acting on its behalf, is required by law to disclose any information supplied to the CONSULTANT pursuant to this Contract shall provide PAGCOR with prompt prior written notice of such requirement to allow PAGCOR to seek appropriate protective measures. If, in the event that PAGCOR fails to secure the appropriate order/measure, the CONSULTANT may disclose only that portion of the confidential information so legally compelled.
- e) All confidential information disclosed by PAGCOR to the CONSULTANT, its director, officers, employees, agents, and other persons acting on its behalf shall remain PAGCOR's property. The CONSULTANT shall be liable to PAGCOR for the disclosure of confidential information acquired, obtained, or gathered in the course of the performance of this Contract.
- f) Upon termination of this Contract, the CONSULTANT shall redeliver and surrender all tangible confidential information to PAGCOR, including all documents, data and other papers relative to this Contract. The CONSULTANT will destroy all written material, memoranda, notes, and other writings or recordings whatsoever prepared by it based upon, containing, or otherwise reflecting any confidential information.
- g) Any confidential information that is not destroyed or returned, including any oral confidential information, shall remain subject to the confidentiality obligations herein even after the termination of this Contract until such confidential information is redelivered to PAGCOR or destroyed by the CONSULTANT, its directors, officers, employees, agents, or any other person acting in its behalf, even after the termination of the Contract.
- h) PAGCOR, its directors, officers, employees, agents, customers, and any other person acting in its behalf, shall not be liable to the CONSULTANT, its officers, employees, agents, and any other persons acting in the CONSULTANT's behalf, for any damage or injury resulting from the latter's use of the disclosed confidential information.
- i) The CONSULTANT acknowledges and agrees that pecuniary damages may not be a sufficient remedy for any breach of this confidentiality clause by the

CONSULTANT, its directors, officers, employees, agents and other persons acting in its behalf. PAGCOR shall be entitled to specific performance including injunctive relief, as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for breach of this confidentiality clause but shall be in addition to all other remedies available at law or equity. The CONSULTANT agrees to indemnify PAGCOR for costs and expenses, including, without limitations, attorney's fees, incurred by PAGCOR in connection with the enforcement of this confidentiality clause.

j) The obligations stated in this confidentiality clause shall also be applicable to confidential information negligently, unintentionally, or inadvertently disclosed by PAGCOR, its directors, officers, employees, agents, customers, and any other persons acting in PAGCOR's behalf, and to disclosure made by a PAGCOR officer, employee, agent, and other persons acting PAGCOR's behalf, in breach of his/her obligations or duty to PAGCOR.

2. The CONSULTANT's confidentiality obligations will not apply to information: (i) already known to it at the time of disclosure; (ii) in the public domain or publicly available; (iii) available from a third party who is under no obligation of confidentiality, provided that the CONSULTANT shall promptly advise PAGCOR of such incident; or (iv) independently developed by it without reference to the confidential information. The CONSULTANT may disclose confidential information to its legal advisers to protect its own legitimate interests and to comply with any legal or regulatory requirements. If any court or regulatory authority requires the CONSULTANT to disclose information covered by this confidentiality obligation, then the CONSULTANT may make such disclosure; provided that the CONSULTANT shall, if not prohibited by law, promptly and properly inform in writing PAGCOR of such disclosure.

3. In performing the services the CONSULTANT may pass confidential information, including Personal Data, within its global network of offices and affiliates and to providers of IT outsourcing who will be subject to appropriate data protection standards. Irrespective of where the Consultant receives or holds individually identifiable personal information ("Personal Data") on behalf of PAGCOR, the CONSULTANT confirms that, acting as data processor the CONSULTANT will take appropriate technical, physical and organizational/administrative measures to protect that Personal Data against accidental or unlawful destruction or accidental loss or unauthorized alteration, disclosure or access. The CONSULTANT will only use that Personal Data for the purposes of providing services to PAGCOR or for other reasonable purposes which are related to the services the CONSULTANT provides, unless PAGCOR instructs the CONSULTANT otherwise. PAGCOR and the CONSULTANT shall each comply with the provisions and obligations imposed on each of the Parties by applicable data privacy legislation and regulations.

## IX. WARRANTIES AND REPRESENTATIONS

The CONSULTANT hereby warrants and represents that:

1. There are no actions, suits, proceedings pending or, to the best of its knowledge, threatened, which may have material adverse effect on its ability to fulfill its obligations under this Contract or on the operations, business, properties, assets or business condition.

2. That the Services to be rendered herein shall be as described under Article I of this Contract, with full details stated in the Terms of Reference of the Bidding Documents docketed as ITB No.PB16-001. The CONSULTANT warrants that it has secured all the necessary government licenses and permits to allow it to render the Service agreed upon and that it is free from any liability or adverse claims, of every nature and description that would prevent or hinder it from rendering the said Services.


3. During the period of this Service Contract and one (1) year thereafter, the CONSULTANT shall not engage in any activity that would be in direct conflict with the CONSULTANT's obligations under this Contract.

#### X. LIMITATION OF LIABILITY

1. The CONSULTANT's aggregate liability (including the liabilities of Articles VII. Damages for Delay and VIII. Confidentiality) of the CONSULTANT and its employees, directors, officers, agents and subcontractors (the "related persons") to PAGCOR whether in contract, tort (including negligence), breach of statutory duty or otherwise for any losses arising from or in any way connected with the CONSULTANT's services shall not exceed the contract price. Nothing in these terms shall exclude or limit the liability of the CONSULTANT or its related persons in the case of: (a) death or personal injury resulting from the CONSULTANT's or its related person's negligence; (b) willful misconduct; (c) fraud; or (d) other liability to the extent that the same may not be excluded or limited as a matter of law. In no event shall the CONSULTANT or any of its related persons or affiliates be liable for any incidental, special, punitive, or consequential damages of any kind (including, without limitation, loss of income, loss of profits, or other pecuniary loss).

2. Where the CONSULTANT is jointly liable to PAGCOR with another party, the CONSULTANT shall to the extent permitted by law only be liable for those losses that correspond directly with the CONSULTANT's share of responsibility for the losses in question.


#### XI. MISCELLANEOUS PROVISIONS

1. No terms or conditions of this Contract shall be waived and no breach or default excused unless such waiver or excuse is in writing and signed by the affected party not in breach or default. 

2. This Contract is personal in nature and any interest therein may not be assigned or sub-contracted without the prior consent of PAGCOR.

3. This Contract, including the attached Bidding Documents/Terms of Reference, contains all the covenants and stipulations agreed upon by the parties and shall be modified, revised, or amended only upon written agreement of both parties.


4. The relationship of the parties shall be limited to the performance of the terms and conditions of the Contract. Nothing in this Contract shall be construed to create an agency or general partnership/joint venture between the parties, or to authorize any party to bind the other, except as set forth in this Contract, or to borrow money on behalf of another party, or to use the credit of any party for any purpose other than what has been set forth herein.

5. In the event PAGCOR requests the CONSULTANT to perform additional services not covered by the original scope of work but are determined by PAGCOR to be critical for the satisfactory completion of the Services, the CONSULTANT shall provide PAGCOR with a proposal for the additional services. Any variation to the scope of work must be agreed between the Parties and processed in accordance with the provisions of Republic Act No. 9184. 

In witness whereof, the parties hereto set their hands on this JUN 14 2016 day of \_\_\_\_\_, 2016 in the City of Manila, Philippines.

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

Represented by:


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

**TOWERS WATSON  
PHILIPPINES, INC.**  
TIN: 000-171-259-000

Represented by:

  
**JAMES PATRICK G. MATTI**  
Managing Director  
TIN: 906-838-703

Signed in the presence of:

  
MARIA CRISTINA R. CASTAN

  
NGRANGA, Patricia

**ACKNOWLEDGMENT**

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


BEFORE ME, a Notary Public for and in the City of CITY OF MANILA, on this ~~JUN 14~~ 14 2016, 2016 personally appeared:

Name	Government ID No.
<b>EUGENE D. MANALASTAS</b>	Philippine Passport No. EB-7143410 Issuance Date: January 14, 2013 Place of Issuance: DFA-Manila Expiry Date: January 13, 2018

known to me to be the same person who executed the foregoing Contract consisting of fourteen (14), 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 he represents, he being duly authorized for such purpose.

WITNESS MYHAND AND NOTARIAL SEAL WHEREOF, on the date and place first above written.

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Book No. 7  
Series of 2016.

  
**CANDY U. EZPELETA**  
 NOTARY PUBLIC  
 IN AND FOR THE CITY OF MANILA  
 5<sup>th</sup> FLR, NEW WORLD MANILA BAY HOTEL & CASINO  
 M.H. DEL PILAR ST., MALATE, MANILA  
 COMM. NO. 2015-150, UNTIL DEC. 31, 2016  
 ROLL NO. 634547/IBP LIFETIME NO. 012855  
 CAPIZ CHAPTER  
 PTR NO. 43092327-8-16/MANILA

*[Handwritten mark]*

  
 MARIA MYRNA L. REYES

*[Handwritten mark]*

**ACKNOWLEDGMENT**

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

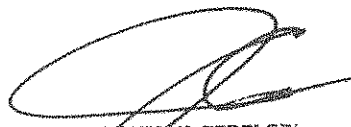
~~OWN~~ 14 2016, BEFORE ME, a Notary Public for and in the City of CITY OF MANILA, on this  
14 2016, 2016 personally appeared:

Name	Identification Document Presented
JAMES PATRICK G. MATTI	Philippine Passport No. EB-3957191 Issuance Date: October 27, 2011 Place of Issuance: DFA-Manila Expiry Date: October 26, 2016

known to me to be the same person who executed the foregoing Contract consisting of fourteen (14), 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 he represents, he being duly authorized for such purpose.

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

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Page No. 67  
Book No. II  
Series of 2016.

  
CANDY U. EZPELETA  
NOTARY PUBLIC  
IN AND FOR THE CITY OF MANILA  
FLR/NEW WORLD MANILA BAY HOTEL & CASINO  
M.H. DEL PILAR ST., MALATE, MANILA  
COMM. NO. 2015 - 150, UNTIL DEC. 31, 2016  
ROLL NO. 63454/IBP LIFETIME NO. 012835  
CAPIZ CHAPTER  
PTR NO. 430923271-B-16/MANILA

