

# 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 Office, New World Manila Bay Hotel, 1588 M.H. del Pilar Street corner Pedro Gil Street, Malate, Manila, represented in this contract by its Chairman and Chief Executive Officer, **ANDREA D. DOMINGO**, hereinafter referred to as "**PAGCOR**".

- and -

**BASIL M. PERNIA**, Filipino, of legal age, and a resident of 98 A. Roxas Chua Circle, Pacific Village, Muntinlupa 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 Chairman and Chief Executive Officer, has resorted to Negotiated Procurement for the hiring of a Highly Technical Consultant who will be hired to do work that is 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 from the date of receipt by the **CONSULTANT** 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.

| Allowable Form of Performance Security  | Percentage Amount of the Contract Price                                  |
|---|--|
| Cash/Retention Money or Cashier's/Manager's check issued by a Universal or Commercial Bank;<br><br>[PAGCOR shall deduct five percent (5%) retention money for every monthly payment provided that it should not exceed five percent (5%) of the total contract price] | Five Percent (5%)<br><b>Twelve Thousand Pesos (PhP12,000.00)</b>         |
| Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank, Provided however, that if issued by a foreign bank, it shall be duly confirmed by a Universal or Commercial Bank; or   |  |
| Surety Bond issued by a surety or insurance company duly certified by the Insurance Commission to issue said security specific for the contract award.  | Thirty Percent (30%)<br><b>Seventy-Two Thousand Pesos (PhP72,000.00)</b> |

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 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.


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 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.


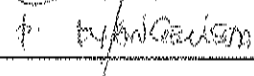
**PHILIPPINE AMUSEMENT AND  
GAMING CORPORATION**  
TIN: 033-000-887-972

BY:

  
**ANDREA D. DOMINGO**  
Chairman and Chief Executive Officer  
TIN: 118-684-814

  
**BASIL M. PERNIA**  
Consultant  
TIN: 102-017-819

SIGNED IN THE PRESENCE OF:

  
ARACEL P. 

**ACKNOWLEDGMENT**

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

BEFORE ME, this      day of DEC 23 2016 in CITY OF MANILA,  
personally appeared and exhibited his competent evidence of identity, to wit:

| Name                     | Govt. ID Presented   | Valid Until  |
|--------------------------|--|--------------|
| <b>ANDREA D. DOMINGO</b> | Passport No. EC0241404<br>Issue Date: February 7, 2014<br>Place of Issue: DFA-Manila | Feb. 6, 2019 |

and presented to me an integrally complete document/instrument for acknowledgement. She represented and declared to me that she voluntarily affixed her signature appearing on the instrument/document for the purposes stated therein and that she executed the instrument/document as her free and voluntary act and deed and if she acted in representative capacity, the free and voluntary act and deed (and if she acted in representative capacity, she has 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. 435  
Page No. 88  
Book No. XV  
Series of 2016.

*(Signature)*  
**GERNARDO P.S. NOBLEJAS**  
 NOTARY PUBLIC  
 IN AND FOR THE CITY OF MANILA  
 6TH FLR, NEW WORLD MANILA BAY HOTEL & CASINO  
 614 DEL FILAR ST. MALATE, MANILA  
 COMM. NO. 2010 - 108, UNTIL DEC.31, 2017  
 ROLL NO. 00410407 LIFETIME NO. 06037  
 MCLE COMPLIANCE NO. V-0010100  
 RSM CHAPTER  
 PTR NO. 4009235/JAN.8,2016/MANILA

*(Signature)*  
**RAMON L. GELVEZON**

*(Handwritten mark)*

*(Handwritten mark)*

*(Handwritten mark)*

*(Handwritten mark)*

**ACKNOWLEDGMENT**

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

BEFORE ME, this \_\_\_\_ day of JAN 12 2017 in CITY OF MANILA,  
personally appeared and exhibited his competent evidence of identity, to wit:


| Name            | Govt. ID Presented                         | Valid Until |
|-----------------|--|-------------|
| BASIL M. PERNIA | United Multi-Purpose<br>CRN-0003-6281030-7 |             |

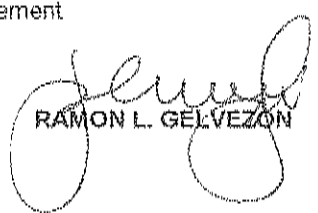
and presented to me an integrally complete document/instrument for acknowledgement. He represented and declared to me that he voluntarily affixed his signature appearing on the instrument/document for the purposes stated therein and that he executed the instrument/document as his free and voluntary act and deed and if he acted in representative capacity, the free and voluntary act and deed (and if he acted in representative capacity, he has the authority to sign in that capacity).

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IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal on the date and place first above written.

Doc. No. 481  
Page No. 48  
Book No. XV  
Series of 2017

  
GERARDO P.G. NOBLEJAS  
NOTARY PUBLIC  
IN AND FOR THE CITY OF MANILA  
8<sup>TH</sup> FLR, NEW WORLD MANILA BAY HOTEL & CASINO  
M.H. DEL PILAR ST. MALATE, MANILA  
COMM. NO. 2016 - 138, UNTIL DEC.31, 2017  
ROLL NO.50410/IBP LIFETIME NO.05237  
MCLE COMPLIANCE NO. V-0510130  
RSM CHAPTER  
PTR NO.4808236/JAN.8.2016/MANILA

  
RAMON L. GELVEZON

*Pernia*

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*OK*