

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 Officer-In-Charge, **RAYMUNDO C. DE GUZMAN**, hereinafter referred to as "**PAGCOR**",

- and -

KRISTINE S. FELIX, Filipino, of legal age, and a resident of 56 Bell St. Filinvest II, Quezon City, hereinafter referred to as "**CONSULTANT**".

"Each of the CONSULTANT and PAGCOR may be 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 the 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;

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 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.

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 **Twenty Five Thousand Pesos (Php 25,000.00)** per month, or a total consultancy fee of **One Hundred Fifty Thousand Pesos (Php 150,000.00)** for a period of six (6) months subject to withholding taxes.
3. The **CONSULTANT** shall report directly to the Officer-In-Charge of the CF-Manila Bay 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:

Basic Competencies:

- a) The **CONSULTANT** must have excellent communication and organizational skills.
- b) The **CONSULTANT** must be well-versed in departmental procedures and policies and will be able to actively discover new ways to do the job more efficiently.
- c) The **CONSULTANT** must have the ability to accept assigned duties in a cooperative manner and perform other related duties as directed by the Unit Coordinator.
- d) The **CONSULTANT** must have an in-depth understanding of office management procedures and departmental policies.

Scope of Work:

- a) The **CONSULTANT** shall be on call and shall report to the Officer-In-Charge when the need arise;
- b) The **CONSULTANT** shall engage in planning and coordination of administrative procedures and systems and devise ways to streamline processes;
- c) The **CONSULTANT** shall provide strategic, unbiased and objective advisory services to improve productivity and overall performance of the branch;
- d) The **CONSULTANT** shall submit the requirements of Human Resource Section (HRS) accomplishment report prior to deadline as prescribed by HRS;
- e) The **CONSULTANT** shall formulate management strategies to meet the overall branch goals;


- f) The **CONSULTANT** shall Implement the details of a particular strategy and to communicate the details of the work it expects each division/section to carry out;
- g) The **CONSULTANT** shall provide coordination of the different initiatives that the strategy requires and ensure that the required resources are available at the level of the division/section that is executing its particular strategic component;
- h) The **CONSULTANT** shall provide an evaluation of the strategies as to whether it is achieving the projected results. Part of this is to report back with the key performance indicators to give feedback on progress toward overall goals to have a better control of progress and a more effective way of ensuring the branch meet its overall targets.

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.

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 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 cost of the **CONSULTANT**'s monthly consultancy fee 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 his obligations, the **CONSULTANT** shall post a Performance Security prior to the signing of the consultancy contract, in accordance with any of the following schedule:

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; [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%) Seven Thousand Five Hundred Pesos (PhP 7,500.00)
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	
Safety Bond issued by a surety or insurance	Thirty Percent (30%)


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End User

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company duly certified by the Insurance Commission to issue said security specific for the contract award.	Forty-Five Thousand Pesos (PhP 45,000.00)
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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**.

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 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

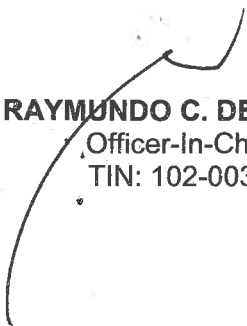
with any of the terms and conditions of this Consultancy Contract before resorting to any legal action.

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 _____, 2017 in the City of _____, Philippines.

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

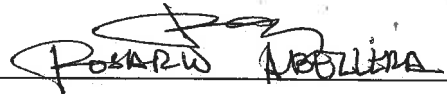
By:


RAYMUNDO C. DE GUZMAN
Officer-In-Charge
TIN: 102-003-839


KRISTINE S. FELIX
Consultant
TIN: 242-008-096-003

SIGNED IN THE PRESENCE OF:





ACKNOWLEDGMENT

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

BEFORE ME, this DEC 04 2017 in
CITY OF MANILA, personally appeared of whom exhibited her competent
evidence of identity, to wit:

NAME

GOVERNMENT ID NO.

RAYMUNDO C. DE GUZMAN


PAGCOR ID No. : 86-1156
Issuance Date : 2014
Place of issuance : Manila


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
seven (7) 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.: 58
Book No.: 4
Series of 2017


ALIAH M. COMAGUL
NOTARY PUBLIC
IN AND FOR THE CITY OF MANILA
6th FLR, NEW WORLD MARIANA BAY HOTEL & CASINO
M.H. DEL PILAR ST., MANILA, PHILIPPINES
COMM. NO. 2017-156, EXPIRES 04, 2018
ROLL NO. 60099 JAN 21, 2017
MCLE COMPLIANCE: (M.A. 00000010)
PPLM CHAPTER 1
PTR NO. 600997/JAN 21, 2017/MANILA


JOSE C. CUARTERO
End User

ACKNOWLEDGMENT

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

BEFORE ME, this 24 NOV 2017 in
CITY OF MANILA, personally appeared of whom exhibited his competent
evidence of identity, to wit:

NAME

GOVERNMENT ID NO.

KRISTINE S. FELIX

Driver's License No. N02-96-329244
Issued at LTO Main
Expiration date: November 3, 2022

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
seven (7) 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.: 93
Book No.: XII
Series of 2017

J. J. Zulueta
ATTY. J. J. ZULUETA M. ZULUETA
NOTARY PUBLIC - MANILA
COMM. NO. 5501493-0450 (TIL DEC. 31, 2017)
PTR. NO. 5501493 1/3/2017 MLA
IB# LIFETIME-011076-6/19/12
ROLL NO. 00529-PCLE V-000529
UNIT 70, 7F, MEB CONDO, 120F
BOCROST. FRMITA MLA

Jose C. Cuartero
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