

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 -

LUVIMIN MADRIAGA, MD, Filipino, of legal age, and a resident of 195-A F. Benitez St. San Juan City, 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 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 (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 her 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 (PhP25,000.00)** per month, or a total consultancy fee of **One Hundred Fifty Thousand Pesos (PhP150,000.00)** for a period of six (6) months, subject to withholding taxes.
3. The **CONSULTANT** shall report directly to the **Assistant Vice-President (AVP)** of the **AUXILIARY SERVICES DEPARTMENT (ASD)** for her 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:

SCOPE OF WORK:

1. The **CONSULTANT** 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 outpatients consultations;
 - b. Handles referral for Fit to Work clearances and administering emergency treatment of patients brought to the 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 clinic patrons;
 - f. Must comply with the required cumulative points in the score card for the report;
 - g. Maintains record keeping of the consultation using the CIMS; and
 - h. Evaluates healthcare availments and function as gatekeeper for the **PAGCOR Health Care Plan**.
2. The **CONSULTANT** shall carry out functions related to the implementation of the **PAGCOR Healthcare Plan**.
3. The **CONSULTANT** shall submit the reportorial requirements as required by the **ASD**.

REPORTORIAL REQUIREMENTS UPON EFFECTIVITY OF THE CONTRACT:

1. Submission of Monthly Accomplishment Report
2. Submission of Monthly Score Cards for Medical Consultant
3. Submission of Monthly Attendance

SCHEDULE OF CLINIC CONSULTATIONS

To render duty of Twenty-Four (24) hours a week

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 her 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 unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reached ten percent (10%) of the amount of the total consultancy fee, the contract shall automatically be rescinded, without prejudice to other courses of action and remedies available to **PAGCOR** under the circumstances.

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” she 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 she will acquire from **PAGCOR**, its directors, officers, employees, licensees, contractors, patrons, clients, partners, and agents, in connection with her 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 her 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**, her 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 her 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 ____ 2018 in the City of _____, Philippines.

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

Represented by:



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


LUVIMIN R. MADRIAGA, MD
Consultant
TIN: 485-072-533-000

SIGNED IN THE PRESENCE OF:



MARINEL M. PUNZALAN
Senior Procurement Officer



JANICE A. SABANA

ACKNOWLEDGMENT

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

SEP 11 2018

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

NAME

GOVERNMENT ID NO.

ANDREA D. DOMINGO

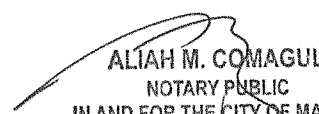
PASSPORT NO. ECO241404
Issue Date: February 7, 2014
Place of Issue: DFA-Manila
Validity Period: February 6, 2019

and presented to me an integrally complete document / instrument for acknowledgement. She represented and declared to me that she voluntary affixed the signature appearing on the instrument / document as her 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.: 45
Page No.: 12
Book No.: V
Series of 2018


ALIAH M. COMAGUL
NOTARY PUBLIC
IN AND FOR THE CITY OF MANILA
6TH FLR, NEW WORLD MANILA BAY HOTEL & CASINO
M.H. DEL PILAR ST. MALATE, MANILA
COMM. NO. 2017 - 120, UNTIL DEC. 31, 2018
ROLL NO. 66323 / BP NO. 1071945
MCLE COMPLIANCE: (N/A Amitted 2016)
PPLM C...
PTR NO. 7003424 / IAN 052010 / MANILA

ACKNOWLEDGMENT

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

BEFORE ME, this 09 AUG 2018 in
PASAY CITY, personally appeared of whom exhibited his competent
evidence of identity, to wit:

NAME

LUVIMIN R. MADRIAGA, MD

GOVERNMENT ID NO.

PKC
Issuance Date: 6/15/17
Place of Issuance: Manila
Expiry Date: 6/16/20

and presented to me an integrally complete document / instrument for acknowledgement. She represented and declared to me that she voluntary affixed the signature appearing on the instrument / document as her free and voluntary act and deed (and if she acted in representative capacity, she 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.: 213
Page No.: 70
Book No.: X
Series of 2018



HENRY D. ADASA
NOTARY PUBLIC
COMMISSION NO. 17-23 VALID DEC. 31, 2018
IBP NO. 0228-1/02/18 ROLL NO. 29678
PTR NO. 5826667-1/03/18-PASAY
TIN NO. 172-528-620-000
OFFICE ADD. 1858 G PUYAT COR.,
TRAMO PASAY CITY
MCLE NO. VI-000280C
3-17 UNTIL 4-14-2022

Handwritten signature