

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 -

PHILIP TORRES CU UNJIENG, Filipino, of legal age, and a resident of #1595 Mahogany Road, Makati, Metro Manila, 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 (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 Fifty Thousand Pesos (PhP50,000.00) per month, or a total consultancy fee of Three Hundred Thousand Pesos (PhP300,000.00), for a period of six (6) months, net of tax.
3. The CONSULTANT shall report directly to the Assistant Vice-President (AVP) of the Corporate Communications Department (CCD) 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:
Scope of Work:
 - a) Help CCD introduce new features in the PAGCOR newsletter, ad copies and other press materials-given the consultant's professional experience as editor and columnist which spanned for two decades.
 - b) Help liaise with media to enhance CCD's network;
 - c) Provide advice to CCD, especially on sensitive issues that it may face;
 - d) Help in crisis management as need arises
 - e) Shall perform other duties assigned by CCD's AVP for his duties, responsibilities and other assignments and;
 - f) Perform other duties and responsibilities as may be required by PAGCOR that maybe assigned from time to time.

Deliverable:

- Monthly Accomplishment Report

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.

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;	Five Percent (5%) Fifteen Thousand Pesos (PhP15,000.00)
[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] 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.	

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 be 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:


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


PHILIP TORRES CUJUNJIENG
Consultant
TIN: 123-069-066

SIGNED IN THE PRESENCE OF:

 _____

ACKNOWLEDGMENT

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

BEFORE **ME,** this DEC 23 2016 in
CITY OF MANILA personally appeared the following persons, each 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 8, 2019



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 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 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.

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Page No.: 89
Book No.: XV
Series of 2016


GERARDO P. C. NOBLEJAS
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. 2016 - 139, UNTIL DEC.31, 2017
ROLL NO.50410/IBP LIFETIME NO.06637
MCLE COMPLIANCE NO. V-0010130
RSM CHAPTER
PTR NO.4909235/JAN.8,2016/MANILA

ACKNOWLEDGMENT

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

BEFORE ME, this JAN 05 2017 in
CITY OF MANILA, personally appeared the following persons, each of
whom exhibited his competent evidence of identity, to wit:

NAME GOVERNMENT ID NO.

PHILIP TORRES CU UNJIENG **DRIVERS LICENSE : N03-75-025977**
EXPIRES ON : 04-12-2019




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 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 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.

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Page No.: 50
Book No.: I
Series of 2017


MARIA CONCEPCION A. GLORIA-RUBIO
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. 2016 - 141, UNTIL DEC.31, 2017
ROLL NO.46775/IBP LIFETIME NO.02723
MICLE COMPLIANCE NO. V-0010115
RSM CHAPTER
PTR NO.5014439/JAN.21,2016/MANILA