

## 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 -

**EMILIO N. SINGSON**, Filipino, of legal age, and a resident of 2200 Road 6 Fabie Estate Sta. Ana, Manila, 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 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 **Thirty Thousand Pesos (PhP30,000.00)** per month, or a total consultancy fee of **One Hundred Eighty Thousand Pesos (PhP180,000.00)** for a period of six (6) months, subject to withholding taxes.
3. The **CONSULTANT** shall report directly to the **Vice-President (VP)** of the **Security Department (SD)** 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) The **CONSULTANT** shall act as Security advisor of the Vice President, Security Department on security-related matters.
  - b) The **CONSULTANT** shall conduct security inspection at Satellite Operations Group (SOGs) 1-5 and CF-Tagaytay in coordination with the Branch Security Division and make recommendations with the branch Security Divisions and make recommendations to improve security and safety measures of the SOGs /Branches.
  - c) The **CONSULTANT** shall be utilized by the Vice President, Security Department to conduct covert operations against individuals or groups that pose threats to casino operations in his assigned areas.
  - d) The **CONSULTANT** shall be tasked to perform other duties (confidential tasking) upon instructions of the Vice President, Security Department.
  - e) The **CONSULTANT** shall also perform such other duties and responsibilities as may be required by **PAGCOR**.
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 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. Furthermore, the **CONSULTANT**'s performance security shall also be forfeited.

5. To guarantee the faithful performance by the **CONSULTANT** of its obligation under the **Consultancy Contract**, the **CONSULTANT** shall post a Performance Security prior to the signing of the **Consultancy Contract** in an amount not less than the required percentage of the total consultancy fee in accordance with the following schedule:



Allowable Form of Performance Security	Percentage Amount of the Contract Price
Cash or Cashier's/Manager's check issued by a Universal or Commercial Bank;	Five Percent (5%) Nine Thousand Pesos (PhP9,000.00)
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.	
Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue said security specific for the contract award.	Thirty Percent (30%) Fifty-Four Thousand Pesos (PhP54,00.00)

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**, 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 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 \_\_\_\_ 2017 in the City of \_\_\_\_\_, Philippines.

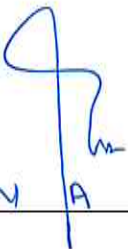
**PHILIPPINE AMUSEMENT AND  
GAMING CORPORATION**  
TIN: 033-000-887-972

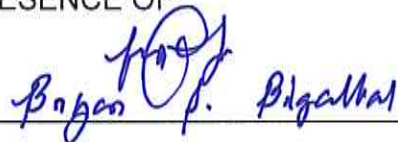
Represented by:

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

  
**EMILIO N. SINGSON**  
Consultant  
TIN: 223-141-591-000

SIGNED IN THE PRESENCE OF:

  
RUBY A. CARRIELLA

  
Rogan P. Bigatka

ACKNOWLEDGMENT

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

BEFORE ME, this FEB 13 2018 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. 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 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.: 3  
Book No.: 3  
Series of 20 18

ALIAH M. DOMAGUL  
NOTARY PUBLIC  
IN AND FOR THE CITY OF MANILA  
6<sup>TH</sup> FLR, NEW WORLD MANILA BAY HOTEL & CASINO  
M.H. DEL PILAR ST. MALATE, MANILA  
COMM. NO. 2017 - 120, UNTIL DEC. 31, 2018  
ROLL NO. 685237BSP NO. 1071848  
MCLE COMPLIANCE: (N/A Amited 2016)  
PPLM CENTER  
PIR NO. 7003424/JAN 6 5 2018/MANILA

ACKNOWLEDGMENT

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

JAN 24 2018


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

NAME  
EMILIO N. SINGSON

GOVERNMENT ID NO.  
03-9051335-9 (SSS)  
Issuance Date: \_\_\_\_\_  
Place of Issuance: MANILA  
Expiry Date: \_\_\_\_\_

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 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.: 4  
Book No.: 137  
Series of 2018

ATTY. FRANCISCO G. ZARATE  
NOTARY PUBLIC UNTIL DEC. 31, 2018  
NOTARIAL COMMISSION NO. 2017051-MLA  
TIN NO. 180238358 ROLL NO. 17574  
IBP NO. 1051177 MLA 11/14/16-YR. 2017  
PTR NO. 6991037/1-3-2018  
MCLE EXEMP. NO. 000114 UNTIL 2019  
553 P. FAURA ST. ERMITA, MLA, TEL. 7145710