

CONSULTANCY CONTRACT

This CONSULTANCY CONTRACT is made and executed by and between:

PHILIPPINE AMUSEMENT AND GAMING CORPORATION (PAGCOR) - CASINO FILIPINO-TAGAYTAY, a government-owned and controlled corporation created and existing by virtue of Presidential Decree 1869, as amended, with office address at the Km 60, Aguinaldo Highway, Tagaytay City, represented in this act by its Branch Manager, **VICTOR T. CRISOSTOMO**, hereinafter referred to as "**PAGCOR**";

- and -

CELIA B. GUEVARRA, D.M.D., Filipino, of legal age, and a resident of 028 Narra St., Kayquit III, Indang, Cavite, hereinafter referred to as "**CONSULTANT**".

RECITALS:

WHEREAS, **PAGCOR** has a requirement for technical and professional expertise of a Dental Consultant under ITB No. NPHTC17-002TAG-02 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.

During the contract period, the **CONSULTANT** must make available his services for twenty-five (25) hours every week. The weekly schedule of allocation of the said hours shall be determined by the Senior Medical Officer/Medical Officer of the Health Services Unit where he is assigned.

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 Thousand Pesos, (PhP20,000.00)**, or a total of **One Hundred Twenty Thousand Pesos, (PhP120,000.00)** for a period of six (6) months, less mandated withholding tax.

3. The **CONSULTANT** shall report directly to the **Head, Branch Admin. & Finance of Casino Filipino-Tagaytay, or his duly authorized representative** 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 handle the following duties and responsibilities pertaining to the dental needs of the employees of **PAGCOR** and their qualified dependents:

- a.) Performs consultations pertaining to the dental needs of employees of **PAGCOR** and their qualified dependents;
- b.) Evaluates the dental portion of the Annual Medical Examination and handles follow-up consultations;
- c.) Handles dental emergency consultations and treatment of the employees;
- d.) Actively participates in the company's health awareness and preventive initiatives through the Wellness program;
- e.) Accomplishes and complies with the requirements of the Retainer Dentist Score Card;
- f.) Acts as gatekeepers of the **PAGCOR** Healthcare Plan;
- g.) Submits the required periodic reports to the Health Services Department;
- h.) Handles the dental records of employees and dependents;
- i.) Renders the best dental services to all **PAGCOR** employees and their qualified dependents; and
- j.) Does other functions as may be assigned from time to time.

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 the CONSULTANT of all of his obligations under this Consultancy Contract, the CONSULTANT shall post the required Performance Security in accordance with any of the following:

| 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%) Six Thousand Pesos (PhP 6,000.00) |
| Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: <i>Provided, however</i> , 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 authorize to issue such security specific for the contract awarded. | Thirty Percent (30%) Thirty-Six Thousand Pesos (PhP 36,000.00) |

The Performance Security shall be retained by PAGCOR, without interest, during the pendency of his Consultancy Contract and any extension thereof. The Performance Security shall only be released after the termination of this Consultancy Contract and issuance by PAGCOR of 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 _____ 2017 in the City of _____, Philippines.

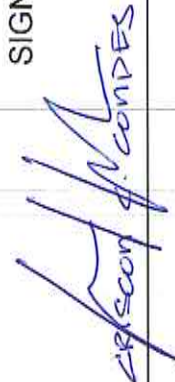
**PHILIPPINE AMUSEMENT AND
GAMING CORPORATION**
TIN 033-000-887-972

BY:


VICTOR T. CRISOSTOMO
Branch Manager
Casino Filipino – Tagaytay
TIN: 101-994-069


CELIA B. GUEVARRA
Consultant
TIN: 177-448-817

SIGNED IN THE PRESENCE OF:



J. Condes



Josefa P. Arana

ACKNOWLEDGMENT

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

BEFORE ME, this MAK 14 2017 in
TAGAYTAY CITY, personally appeared of whom exhibited her competent
evidence of identity, to wit:

| NAME | Identification Document Presented | Issue and Expiry Date |
|--|---------------------------------------|---------------------------|
| VICTOR T. CRISOSTOMO (In his Capacity as Branch Manager of CF-Tagaytay) | Driver's Licence No. D06-84-027689 | Valid until April 8, 2017 |

and presented to me an integrally complete document / instrument for acknowledged. 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.

Doc. No.: 141
Page No.: 30
Book No.: XXI
Series of 2017



[Signature]
ATTY. TOMAS H. TORNEROS, JR.
Notary Public for the Province of Cavite
Until December 31, 2018
J.P. Rizal St., Kaybagal South, Tagaytay City
Roll of Attorney No. 22996
IBP No. 1039267/12-28-16/Cavite
PTR No. 3013102/1-04-17/Tagaytay City
MCLE Compliance: Exempted

ACKNOWLEDGMENT

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

BEFORE **ME,** this **TAGAYTAY CITY** in
TAGAYTAY CITY, personally appeared of whom exhibited his competent
evidence **TAGAYTAY CITY** to wit:

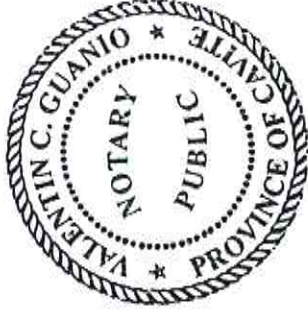
| NAME | Identification Document Presented | Issue and Expiry Date |
|-------------------|-----------------------------------|-----------------------|
| CELIA B. GUEVARRA | Lic A 30938 | 2-29-99 |

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Doc. No.: _____
Page No.: _____
Book No.: _____
Series of 2017



[Signature]
ATTY. VALENTIN C. GUANIO
2/F San Roque Bldg. Kaybagal South, Tagaytay City
Commission Expires on **DECEMBER 31, 2018**
PTR No. 3013064/January 4, 2017
ROLL No. 22908
IBP LIFETIME RES. NO. 02892
MCLE COMPLIANCE NO. VI-000041