



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 Coast Hotel Manila, M.H. del Pilar corner Pedro Gil Streets, Malate, Manila, represented in this contract by its Officer-In-Charge, **JOSE MARCIANO C. BAUTISTA.**, hereinafter referred to as "**PAGCOR**",

- and -

DR. MARY ANN J. GEBUSION, Filipino, of legal age, and a resident of Blk. 12, Lot 28 Lessandra-Camella Subd., Brgy. Mandalagan, Bacolod City, 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 Acting Branch Manager, 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

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JOSE MARCIANO C. BAUTISTA
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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 (PhP 20,000.00)** per month, or a total consultancy fee of **One Hundred Twenty Thousand Pesos (PhP 120,000.00)** for a period of six (6) months.
3. The **CONSULTANT** shall report directly to the Acting Branch Manager of Casino Filipino - Bacolod 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 experience/knowledgeable in the field of Occupational Medicine or Public Health;
- b) The **CONSULTANT** shall carry out and implement PAGCOR guidelines outlined in the Operational Manual of the department including use of all IT solutions of the clinic;
- c) The **CONSULTANT** shall consistently work cooperatively with fellow nurses, physicians, employees and their dependents, consultant personnel and ancillary service providers;
- d) The **CONSULTANT** shall personally obtain continuing education relating to the field of medicine;
- e) The **CONSULTANT** shall observe infection control procedures and is responsible for the safety of his/her colleagues;
- f) The **CONSULTANT** shall come to work as scheduled and consistently demonstrate dependability and punctuality and avoid flexi-time without approval from the Officer in Charge;
- g) 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; and
- h) The **CONSULTANT** shall contribute to the attainment of the mission and goals of the department through activities of the Health Services Unit (HSU).

Scope of Work:

- a) The **CONSULTANT** is required to report to the designated workplace twenty-four (24) hours per week;
- b) 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;
 - Conducts post Annual Medical Examination results evaluation; pre-ECU interview and post ECU result evaluation;
 - Conducts consultations and follow-up consultations;
 - Handles the emergency consultations and treatment of the customers and guests brought to the branch clinic;

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- Actively participates in the company's health awareness and preventive projects;
- Submits the required periodic reports to the Health Services Unit;
- Renders the best medical services to all PAGCOR employees;
- Must comply at least 50 points per day from the Scorecard for Retainer Physicians; and
- Does other functions as may be assigned from time to time.

c) The **CONSULTANT** shall carry out functions related to the implementation of the PAGCOR Healthcare Plan; and

d) The **CONSULTANT** shall submit the requirements of HRDD: accomplishment report prior to deadline.

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%) Six Thousand Pesos (PhP 6,000.00)
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	
Surety Bond issued by a surety or insurance company duly certified by the Insurance Commission to issue said security specific for the contract award.	Thirty Percent (30%) Thirty-Six Thousand Pesos (PhP 36,000.00)

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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**.

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.

Witness/Contractor

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Witness - PAGCOR


JOSE MARCIANO C. BAUTISTA
A/BM/CF-Bacolod


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 February 2021 in the City of Bacolod, Philippines.

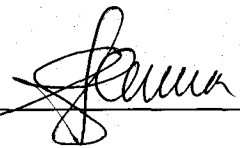
**PHILIPPINE AMUSEMENT AND
GAMING CORPORATION
TIN 033-000-887-972**

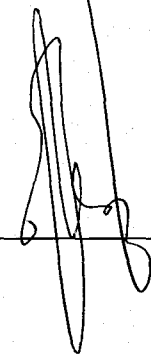
BY:


JOSE MARCIANO C. BAUTISTA.
Acting Branch Manager


DR. MARY ANN J. GEBUSION
Consultant
TIN: 949-310-703

SIGNED IN THE PRESENCE OF:



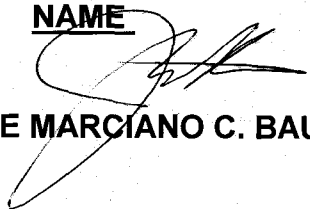


ACKNOWLEDGMENT

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

BEFORE ME, this FEB 09 2021 in
BACOLOD CITY, personally appeared of whom exhibited her
competent evidence of identity, to wit:

NAME



JOSE MARCIANO C. BAUTISTA

GOVERNMENT ID NO.

**Unified Multi-Purpose ID
CRN-0111-2756709-8**

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.: 33
Book No.: LXXXV
Series of 2021


HOPE MAREY B. DEPASUCAT-SAZON

Roll No. 37549
Commission Serial No. 0075-21
Notary Public for the Cities of Bacolod & Talisay &
Municipalities of Murcia and D. n. Salvador Benedicto
Valid until December 31, 2021
PTR No. 3695861 - December 29, 2020 - E. S. Magalona, Negros Occ.
IBP No. 121151 - December 28, 2020 - Pasig City
Suite 2 Mezzanine Floor Business & Consumers Bank Bldg.
Araneta Street, Bacolod City
Email: atty.hope.bambi.dep@gmail.com
Tel. No. 0947-8927910/(34) 432-3875
MCLE Compliance VI - 0000597 - September 30, 2016

ACKNOWLEDGMENT

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

BEFORE ME, this _____ in
_____, personally appeared of whom exhibited his
competent evidence of identity, to wit:

NAME

DR. MARY ANN J. GEBUSION

GOVERNMENT ID NO.

**PRC License No.0111833
Expiry Date: Nov. 29, 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).

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Page No.: 5
Book No.: XVI
Series of 2021

ATTY. AURELIO M. DIAMANTE
NOTARY PUBLIC
FOR THE CITIES OF BACOLOD, TALISAY
MUNICIPALITIES OF MURCIA AND DON SAL VADORBENITO
NEGROS OCCIDENTAL
NP NO. 0097-21 UNTIL DEC. 31, 2021
PTR NO. 8609486 JAN. 4, 2021
ROLL NO. 43030
IBP LIFE MEMBER NO. 04369
MCLE COMPLIANCE NO. VI-001221