

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PHILIPPINE COMPETITION COMMISSION (PCC)
AND
THE CAMBODIA COMPETITION COMMISSION (CCC)
ON IMPLEMENTATION OF COMPETITION LAW**

**Paragraph I
Purpose**

1.1 The purpose of this Memorandum of Understanding (“MoU”) is to contribute to the effective enforcement of competition laws of each country through the development of cooperative relationship between the Philippine Competition Commission and the Cambodia Competition Commission (hereinafter referred to individually as “Participant”, and collectively as the “Participants”).

1.2 The Participants will cooperate with and provide assistance to each other, to the extent consistent with the laws and regulations in force in their respective countries, their reasonably available resources, and their respective important interests. Each Participant will respect the other Participant’s autonomy in the performance of its functions and discharge of its duties pursuant to its laws and regulations.

**Paragraph II
Definitions**

For the purposes of this MoU:

- (a) The term “competition laws” means:
 - (i) for the Philippines, the Philippine Competition Act (Republic Act. No. 10667), and its implementing regulations as well as any amendments thereto; and
 - (ii) for Cambodia, the Law on Competition (Royal Decree No. NS/RKT/1021/013 dated 05 October 2021) and its implementing regulations as well as any amendments thereto.
- (b) The term “Enforcement Activities” means any proceeding, or investigation conducted by a Participant in relation to the application of the competition laws of its country to proscribe anti-competitive activities, and
- (c) The term “Anti-Competitive Activities” means any conduct or transaction that may be subject to penalties, remedy or relief under the competition laws of the respective countries.

Paragraph III Notification

3.1 Each Participant will endeavour to notify the other Participant of any enforcement or potential anti-competitive activities that may affect the important interests of the other Participant under this MoU.

3.2 Provided that the notification is not contrary to the laws and regulations of the notifying Participant and the same does not adversely affect any enforcement activity being carried out by the notifying Participant, notification pursuant to the preceding paragraph will be given as promptly as possible after the notifying Participant becomes aware that its enforcement activities are likely to affect the important interests of the other Participant under this MoU.

3.3 Notification pursuant to the present Paragraph will be sent in writing and will be sufficiently detailed to enable the notified/receiving Participant to make an initial evaluation of the effect of the enforcement activity carried out by the notifying Participant. The notification will include, *inter alia*, information on the nature of the enforcement activities and the legal provisions concerned of the laws of the Participants' countries.

3.4 Each Participant will endeavour to notify the other as soon as practicable of any substantive amendments to the competition laws of its country.

Paragraph IV Exchange of Information

4.1 Each Participant will, upon request by the other, provide the other Participant with information within its possession that is relevant to the enforcement activities and other significant competition matters subject to the laws and regulations, important interests, and reasonably available resources of the providing Participant.

Paragraph V Confidentiality

5.1 Each Participant shall, in accordance with the laws and regulations of its country, maintain the confidentiality of any information provided by the other Participant under this MoU.

5.2 Information, other than publicly available information, provided by a notifying Participant to the other Participant under this MoU shall be used by the receiving Participant only for the purpose of the effective enforcement of its competition law and shall not be communicated or disclosed by the receiving Participant to any other authorities or any third party, unless written consent from the providing Participant is received.

5.3 Information, other than publicly available, provided by a Participant to the other shall not be used by the other Participant in criminal proceedings carried out by a court or a judge of its country.

5.4 Notwithstanding any other Paragraphs of this MoU, neither Participant is required to provide information to the other Participant if it is prohibited from providing the information

by the laws and regulations of its country, or if it finds providing the information is incompatible with its important interests.

Paragraph VI
Coordination of Enforcement Activities

6.1 Where the Participants are pursuing enforcement activities with regard to the same matter or matters that are related to each other, the Participants will consider coordination of their enforcement activities. Such coordination will be carried out in a manner which is consistent with the laws and regulations of the respective countries and subject to the reasonably available resources of each Participant.

6.2 Each Participant, may at any time, subject to appropriate notification to the other Participant, limit or terminate the coordination of enforcement activities and pursue its enforcement activities independently.

Paragraph VII
**Cooperation Regarding Anti-Competitive Activities in the
Country of One Participant that Adversely Affect the
Important Interests of the Other Participant**

7.1 If a Participant has reason to believe that there may be anti-competitive activities being carried out in the territory of the other Participant, which adversely affect the requesting Participant's important interests, it may request the other Participant to initiate appropriate enforcement activities, in accordance to the requested Participant's laws, rules and regulations. Both Participants will give due regard to the following:

- (a) the importance of avoiding conflicts resulting from enforcement activities in the two jurisdictions; and
- (b) which Participant is in a better position to conduct more effective enforcement activities.

7.2 The request made under subparagraph 7.1 should be as specific as practicable, and clearly indicate the nature of the anti-competitive activities, the important interest of the requesting Participant affected by the anti-competitive activities, and the effect to such interest. The request should also include the status of any related proceeding/s known to the requesting Participant, and an offer to provide further information and other cooperation that may be needed by the requested Participant and, which the requesting Participant will be able to provide.

7.3 The requested Participant will carefully consider whether to initiate enforcement activities, to expand ongoing enforcement activities, or to coordinate its enforcement activities with the requesting Participant, with respect to the anti-competitive activities identified in the request made under paragraph 7.1. The requested Participant will inform the requesting Participant of its decision as soon as practically possible. If enforcement activities are initiated by the requested Participant, it will inform the requesting Participant of their outcome and, to the extent possible, of significant interim developments, subject to Paragraph V of this MOU.

7.4 Nothing in this Paragraph will be construed to limit the discretion or authority of the requested Participant under existing laws, rules and regulations, including the authority to determine whether or not to undertake enforcement activities with respect to the anti-competitive conduct identified in the request made under subparagraph 7.1.

Paragraph VIII Transparency

8.1 The Participants will work together in the following areas, subject to the reasonably available resources of each Participant:

- (a) keeping each other informed of significant developments in competition policy and enforcement of the competition laws;
- (b) exchanging experiences on enforcement of the competition laws, when appropriate;
- (c) seeking information from each other regarding matters of competition policy and enforcement of the competition laws;
- (d) discussing developments relating to bilateral or multilateral fora that may be relevant to the cooperative relationship between the Participants; and
- (e) other matters that may be accepted upon by the Participants, within their respective mandates.

8.2. Officials of the Participants may meet, as appropriate, to share the experience in the fields of competition law and policy.

Paragraph IX Communication

9.1 The Participants will appoint the following liaisons for the purpose of facilitating cooperation based on this MoU and will effectively operate sufficient interchanges and cooperation between the liaisons:

**Philippine Competition
Commission:**

Kenneth V. Tanate
Executive Director
Office of the Executive Director

**Cambodia Competition
Commission:**

Phan Oun
*Head of CCC Secretariat and
Delegate of the Royal Government of
Cambodia in charge as Director
General of CCF,
Ministry of Commerce*

Meng Songkheang
Director
Competition Department,
CCF Directorate-General,
Ministry of Commerce

Dok Phiwath
Deputy Director
Competition Department,
CCF Directorate-General,
Ministry of Commerce

9.2 Communications between the Participants may be carried out by telephone, electronic mail, videoconference, meeting or other means, as may be practicable.

Paragraph X Technical Cooperation

10.1 The Participants recognize that it is in their common interest to work together in technical cooperation activities related to strengthening of competition policy and implementation of the competition law of each country.

10.2 The technical cooperation activities may include, within the reasonably available resources of the Participants, the following:

- (a) exchange of personnel of the Participants for training purposes;
- (b) participation of the Participants' personnel as lecturers or consultants at training courses on the implementation of competition laws and policy organized or sponsored by either or both Participants; and
- (c) any other form of technical cooperation as the Participants may decide, within their respective mandates.

Paragraph XI Work Plan

11.1. The Participants may jointly establish an annual work plan to identify particular activities to be carried out each year, and may supplement and modify the work plan as jointly decided by the Participants.

11.2. In order to review the progress of activities undertaken pursuant to this MoU and update the work plan, the Participants may hold conference calls or meetings as necessary.

11.3. Each participant intends to designate one or more points of contact with primary responsibility for communicating with other Participants regarding activities under this MoU. The liaisons are set forth in Paragraph IX.

**Paragraph XII
Final Provisions**

12.1 All activities under this MoU are subject to the availability of resources, including funds and human resources, and are subject to each participant's budget priorities and mutual decision of both Participants.

12.2 Each Participant is responsible for its own costs for activities under this MoU.

12.3 The MoU shall take effect on the date of signature.

12.4 Either Participant may terminate the cooperation under this MoU upon a thirty (30)-day written notice to the other Participant, through diplomatic channels.

12.5 This MoU may be modified upon mutual written consent of the Participants, through diplomatic channels.

12.6 Nothing in this MoU is intended to create legally binding rights or obligations.

12.7 The Participants shall consult with each other regarding any issues concerning this MoU.

12.8 Detailed rules and supplementary arrangements to implement this MoU may be made with the mutual written consent of the Participants, through diplomatic channels.

Signed in _____ on this ____ day of _____ 2025, in duplicate originals in the English language.

For the Philippine Competition
Commission


Michael G. Aguinaldo
Chairperson

For the Cambodia Competition
Commission



Cham Nimul
Minister of Commerce and Chairperson