

MEMORANDUM OF AGREEMENT

For the Conduct of the Virtual Campus Tour on Competition Law and Policy with the University of Asia and the Pacific Foundation, Inc.-Institute of Law

This Memorandum of Agreement ("Agreement") is made and entered into in Quezon City by and between:

Philippine Competition Commission ("PCC"), with office address at 25th Floor, Vertis North Corporate Center, North Avenue, Quezon City, represented by its Executive Director, **Dr. Kenneth V. Tanate**;

-and-

The Institute of Law of the University of Asia and the Pacific Foundation, Inc.-Institute of Law ("UA&P ILAW"), with office address at Pearl Drive, Ortigas Center, represented by its Dean, **Atty. Maria Concepcion S. Noche**.

(PCC and UA&P-ILAW are each, at times, individually referred to in this Agreement as "Party", and collectively as "Parties".)

RECITALS:

- (A) As a component of the University of Asia and the Pacific Foundation, Inc, the UA&P ILAW is mandated to set academic standards in the offering of a 4-year *Juris Doctor* Program under the supervision of the Legal Education Board ("LEB"), that will prepare students for the Philippine Bar Exam and to be productive members of the law profession as Philippine attorneys.
- (B) The PCC, as a government agency, is vested by Republic Act No. 10667, otherwise known as the Philippine Competition Act ("PCA"), with the power to engage in the following competition advocacy undertakings, among others: (i) advocate pro-competitive policies of the government; (ii) conduct, publish and disseminate studies and reports on anti-competitive conduct and agreements to inform and guide the industry and consumers; (iii) monitor and analyze the practice of competition in markets that affect the Philippine economy; and (iv) enlist the aid and support of any private institution, corporation, entity or association, in the implementation of its powers and functions.
- (C) In line with its competition advocacy undertakings under the PCA, the PCC since 2017 has been conducting Campus Tours on Competition Law and Policy to: i) raise the awareness of the academic community on the PCC in enforcing the provisions of the PCA; ii) encourage stakeholder participation/engagement, particularly in pursuing academic research in the field of competition law and

policy ("CLP"); iii) create a cadre of future competition advocates among students; and iv) supplement CLP learning resources of economics, business, and law students, specifically bar examinees on Commercial Law.

- (D) Following the imposition of community quarantine restrictions brought about by the Covid-19 pandemic, the PCC has shifted to online conduct of its advocacy activities, thus the launch of its Virtual Campus Tour on Competition Law and Policy (the "Activity").
- (E) Each Party has obtained all requisite approvals, and has performed all actions necessary, to authorize it to enter into this Agreement.

NOW, THEREFORE, the Parties have agreed as follows:

1. **PCC Undertakings** – The PCC hereby agrees to perform the following undertakings in connection with its partnership with UA&P ILAW for the Activity:

- a. The PCC shall acknowledge the UA&P ILAW as the "activity partner" at the opening and closing of the Activity.
- b. The PCC shall include the UA&P ILAW logo in the Activity programs and other materials/collaterals.
- c. The PCC shall manage the program and hosting of the Activity to be conducted through any online platform available.
- d. The PCC shall confirm and coordinate with target resource speakers for the Activity.
- e. The PCC shall issue the guidelines and policies to be observed by the participants during the Activity.
- f. The PCC will shoulder the cost of subscription to the online platform to be utilized in conducting the Activity.
- g. The PCC will submit to the UA&P ILAW all information and/or materials that are reasonably required for the proper conduct of the Activity under this MOA.

2. **UA&P ILAW Undertakings** – The UA&P ILAW hereby agrees to perform the following undertakings in connection with its partnership with the PCC for the Activity:

- a. The UA&P ILAW shall acknowledge the PCC as the "activity partner" in all publicity materials, media releases and Activity write-ups.
- b. The UA&P ILAW shall facilitate the invitation and confirmation of at least 50 students, and graduate participants for the Activity.
- c. The UA&P ILAW shall support and render its assistance in promoting the Activity to be conducted under this MOA on the UA&P ILAW official social media accounts and/or website.
- d. The UA&P ILAW shall grant the use of its official seal on all publicity materials relative to the Activity.
- e. The UA&P ILAW shall regularly assist and coordinate with PCC in the preparation and actual conduct of the Activity.


3. **Activity Details** – The Parties shall mutually agree on the date, time, online platform to be used, and all other pertinent details for the conduct of the Activity.
4. **Dispute Settlement** – The Parties shall exert their best efforts to amicably settle any disputes arising out of or in connection with this Agreement.
5. **Amendment** – Any amendment to the terms and conditions of this Agreement may only be made by written agreement between Parties signed by the authorized representatives of each Party.
6. **Separability** – Each provision of this Agreement shall be treated as a separate and independent clause. If any provision of this Agreement is held to be invalid, illegal, excessively broad, or unenforceable under Philippine Law, such finding shall not affect any other provision of this Agreement, or the enforceability of such provision.
7. **Counterparts** – This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on this ____ day of June 10, 2021 in Quezon City, Philippines.

[Signature Pages Follow]

PHILIPPINE COMPETITION COMMISSION




By: 
DR. KENNETH V. TANATE
Executive Director

Witness:

MR. ARNOLD ROY D. TENORIO
Director, Communications and Knowledge Management Office

REPUBLIC OF THE PHILIPPINES)
CITY OF **QUEZON CITY**) S.S.

ACKNOWLEDGMENT


Before me, a notary public for and in the City of **QUEZON CITY**, this **10 JUN 2021**, personally appeared the following:

Name	Competent Evidence of Identity/Community Tax Certificate	Date/Place Issued
		

Known to me or identified by me through competent evidence of identity to be the same persons who executed the foregoing Memorandum of Agreement consisting of five (5) pages, including the page on which this Acknowledgment is written, and they acknowledged to me that the same is their free and voluntary acts and deeds, as well as that of their respective principals.

WITNESS MY HAND AND SEAL, on the date and in the place first above written.

Doc. No. 257
Page No. 53
Book No. IV
Series of 2021


Notary Public for Quezon City
Valid Until June 30, 2021
Adm. Matter No. NP-094 (2019-2020)
Roll of Atty. No. 35074 IBP LRN 018993
PTR No. 0928785 01.29.2021 Q.C.
MCLE No. VI-0022504 Until 04.14.2022
Rm. 305 DM Bldg. 32 Visayas Ave. Q.C.

UNIVERSITY OF ASIAN AND THE PACIFIC
FOUNDATION, INC.-INSTITUTE OF LAW

By:


ATTY. MARIA CONCEPCION S. NOCHE
Dean




Witnesses:


ATTY. THERESA GENEVIEVE N. CO
Coordinator, Clinical Legal Education Program

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

ACKNOWLEDGMENT

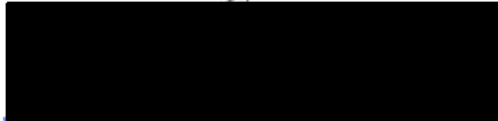
Before me, a notary public for and in the City of Makati, this JUN 10 2021,
personally appeared the following:

Name	Competent Evidence of Identity/Community Tax Certificate	Date/Place Issued
		

Known to me or identified by me through competent evidence of identity to be the same persons who executed the foregoing Memorandum of Agreement consisting of five (5) pages, including the page on which this Acknowledgment is written, and they acknowledged to me that the same is their free and voluntary acts and deeds, as well as that of their respective principals.

WITNESS MY HAND AND SEAL, on the date and in the place first above written.

Doc. No. 192
Page No. 640
Book No. VI
Series of 2021.


Notary Public
Until 31 December 2021
Appointment No. M-331
Roll No. 63844
PTR No. 8127864 / 09 Jan 2020 / Makati City
Life IBP No. 025406 / 10 Jan 2018 / RSM
Unit D2 Garden Level, Corinthian Plaza
Paseo de Roxas, Makati City
TIN 206-112-387