

MEMORANDUM OF AGREEMENT

For the Conduct of the Virtual Campus Tour on Competition Law and Policy with the San Beda University-College 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, **Kenneth V. Tanate**;

-and-

San Beda University- College of Law ("SBU-COL"), with office address at 638 Mendiola St., San Miguel, Manila, represented by its Dean, **Marciano G. Delson**.

(PCC and SBU-COL are each, at times, individually referred to in this Agreement as "Party", and collectively as "Parties".)

RECITALS:

- (A) San Beda University-College of Law, a reputable school of legal education, is committed to the advancement of knowledge, faith, and virtue by creating opportunities for students to develop their intellectual, moral, spiritual, and social potentialities.
- (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 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 and 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, as well as bar examinees who are to take the Commercial Law bar examination subject.
- (D) Following the imposition of community quarantine restrictions brought about by the Covid-19 pandemic, the PCC has shifted to an online conduct of its

advocacy activities. Thus, the Virtual Campus Tour on Competition Law and Policy (the "Activity") was launched.

- (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 SBU-COL for the Activity:
 - a. The PCC shall acknowledge the SBU-COL as the "activity partner" at the opening and closing of the Activity.
 - b. The PCC shall include the SBU-COL 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 SBU-COL all information and/or materials that are reasonably required for the proper conduct of the Activity under this MOA.
2. **SBU-COL Undertakings** – The SBU-COL hereby agrees to perform the following undertakings in connection with its partnership with the PCC for the Activity:
 - a. The SBU-COL shall acknowledge the PCC as the "activity partner" in all publicity materials, media releases and Activity write-ups.
 - b. The SBU-COL shall facilitate the invitation and confirmation of at least 300 faculty, student, and graduate participants for the Activity.
 - c. The SBU-COL shall support and render its assistance in promoting the Activity to be conducted under this MOA on the SBU official social media accounts and/or website.
 - d. The SBU-COL shall grant the use of its official seal on all publicity materials relative to the Activity.
 - e. The SBU-COL 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.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on this 11 day of May 2021 in Quezon City, Philippines.

**PHILIPPINE COMPETITION
COMMISSION**

By:



KENNETH V. TANATE
Executive Director

**SAN BEDA UNIVERSITY-
COLLEGE OF LAW**

By:



MARCIANO G. DELSON
Dean

Signed in the presence of:



ARNOLD ROY D. TENORIO



FRANCESCA LOURDES M. SENG

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 18 MAY 2021,
personally appeared the following:

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

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 four (4) 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.

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Page No. 50
Book No. IV
Series of 2021.

[REDACTED]
VICENTE R. MARQUEZ
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.