

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Agreement”), dated DEC 05 2022 is entered into by and between:

The **LEGAL EDUCATION BOARD**, with office address at the G/F Philippine Red Cross Building, Carlos P. Garcia Avenue, University of the Philippine Campus, Diliman, Quezon City, represented herein by its Chief Operating Officer, **ATTY. AARON MISA DIMAANO**, hereinafter referred to as “**LEB**,”

and

The **PHILIPPINE COMPETITION COMMISSION**, with office address at 25/F Vertis North Corporate Center 1, North Avenue, Quezon City, represented herein by its Executive Director, **KENNETH V. TANATE, PhD**, hereinafter referred to as “**PCC**.”

(The LEB and the PCC are individually referred to in this Agreement as a “Party” and collectively, as the “Parties”)

RECITALS

- (A) Pursuant to Republic Act No. 7662, also known as the Legal Education Reform Act of 1993, the LEB is the government agency that regulates legal education and supervises legal education institutions in the country.
- (B) The LEB has the power and function to (i) administer the legal education system, (ii) set the minimum standards for law admission and minimum qualifications and compensation of faculty members, and (iii) prescribe the basic curricula for the course of study and such other courses as may be prescribed by the law schools.
- (C) The PCC is an independent quasi-judicial body created by virtue of Republic Act No. 10667, also known as the Philippine Competition Act (“PCA”). It is primarily tasked with enforcing the State policy to enhance economic efficiency and promote free and fair competition in trade, industry, and all commercial economic activities.
- (D) In furtherance of its mandate to promote free and fair competition, the PCC is tasked under the PCA to, among others: (i) advocate pro-competitive policies of the government; (ii) disseminate studies and reports on anti-competitive conduct and Agreements to inform and guide the industry and consumers; and (iii) promote capacity building and the sharing of best practices.
- (E) In recognition of the significant synergies and complementarity of working together towards the enrichment and propagation of discourse, education, and research on competition law and policy, the Parties have agreed to formalize their Agreement on the acceptable modes of cooperation between them and executed a Memorandum of Understanding dated 09 November 2022 (“MOU”).

- (F) Section 1.2 of the MOU provides that the PCC and the LEB may undertake cooperation in the implementation of specific collaborative projects and activities agreed upon by the Parties to achieve the objectives of the MOU.
- (G) Each Party has obtained all approvals and has performed all actions necessary to authorize it to enter into this Agreement.

NOW, THEREFORE, the Parties have agreed as follows:

Section 1. Joint-Projects for 2022-2023.

- 1.1 *Projects.* Under this Agreement, the Parties will jointly undertake two (2) projects (the “Projects”):
 - i. The First Philippine Moot Court on Competition Law (“Moot Court Competition” or the “Competition”); and
 - ii. Establishment of a Post-Juris Doctor Certificate Program and an Academic Track for Competition Law and Policy (“Programs”).
- 1.2 *Objective.* The Projects aim to enhance the knowledge and appreciation of stakeholders who already possess an understanding of competition law and policy.

Section 2. Moot Court Competition.

- 2.1 *Rationale.* The Moot Court Competition aims to develop and strengthen law students’ competencies in scholarly research, oral advocacy, and legal analysis.
- 2.2 *Project Background.* The Moot Court Competition shall simulate a court hearing, wherein the participants shall prepare written memorials and present oral arguments. The Competition shall consist of a Qualifying Round, and Oral Arguments Rounds which shall cover the General Rounds, Semi-Final Round, and Final Round. The Qualifying Round shall be conducted virtually, while the Semi-Final and Final Rounds shall be held onsite in Metro Manila.

The Competition shall be open to law students forming teams consisting of three (3) members each. All members of a single team must be enrolled in the same law school for the duration of the Competition. Each participating team shall serve as an official representative of the law school to which they belong. Each participating team may have one (1) team coach.

All participating teams shall be ranked based on their submitted memorials. The top eight (8) teams shall advance to the Qualifying Round. An institution cap of two (2) teams for each law school shall be enforced.

Personnel or employees of either Party are prohibited from participating as a team member or a team coach.

The top three (3) teams shall be awarded cash prizes.

The particulars of the Competition, including the problem or the compromise, shall be defined by the Project Manager, subject to the approval of the LEB and the PCC.

2.3 *Timeline.* The timeline for the Competition shall be as follows:

Date	Activity
November 2022	Hiring Process for Project Manager of Moot Court Competition
	Onboarding of Project Manager for Moot Court Competition
	Development of Moot Problem
	Registration of Contestants
	Deadline of Receiving Clarifications
	Publication of Clarifications
	Deadline of Memorials
January 2023	Assignment of Team Codes, and Judges' Review and Assessment of Memorials
	Announcement of Top 8 and Confirmation of Team Codes
	General Rounds (8 teams) and Announcement of GR Winners
February 2023	Travel Preparations of Participants (Self-Booking)
	Ingress of Participants to Venue
	Semi-Finals Round (4 teams) and Announcement of SFR Winners
	Finals Round (2 teams), Announcement of Overall Champions, and Awarding Ceremony
March 2023	Post-Competition Activities and Documentation

Nothing in this Agreement shall prohibit the extension of the indicated timeline. If warranted, a reasonable extension may be granted by executing a duly signed notice from either Party to be conformed by the other Party. Said notice shall be deemed a sufficient basis to effect the change or extension of the period for the conduct of either or both projects.

2.4 *LEB Undertakings.* The LEB shall ensure the proper implementation of the Project, including the following undertakings:

- Engage and supervise a Project Manager to oversee the conduct of the Competition;
- Designate personnel to form part of the Project Team who shall support the Project Manager in planning and implementing the Project;
- Designate a focal person to coordinate with the participants and judges for the Competition;
- Invite law schools from different regions in the Philippines to participate in the Competition;
- Prepare various publicity materials to be published in the Parties' websites and social media accounts in accordance with Section 2.7 of this Agreement;

- f) Engage a documentation team which shall be in charge of covering the Competition in both photo and audio-visual formats;
- g) Ensure the smooth and timely conduct of the online qualifying round, including availing the necessary subscription for the appropriate virtual platform and troubleshooting technical difficulties that may be encountered during the Competition;
- h) Provide snacks and lunch for judges and Project Team for the qualifying round;
- i) Designate two (2) officials from the LEB to serve as judges for the semi-final rounds, and one (1) judge for the final round;
- j) Engage two (2) justices from the Supreme Court and/or the Philippine Judicial Academy to serve as judges for both the semi-final and final rounds;
- k) Provide trophies and/or medals for the winning team and their individual members, and the first and second runner-up teams;
- l) Arrange accommodations for three (3) nights for the international judges and their respective companions;
- m) Arrange appropriate venues for the semi-final and final rounds of the Competition; and
- n) Provide lunch and dinner for judges, participants, and staff for the semi-final and final rounds.

2.5 PCC Undertakings. The PCC shall undertake the following:

- a) Designate a focal person to coordinate with the LEB on matters concerning the implementation of the Project;
- b) Designate personnel to form part of the Project Team who shall support the Project Manager in planning and implementing the Project;
- c) Designate two (2) officials from the PCC to serve as judges for the semi-final rounds, and one (1) judge for the final round;
- d) Engage two (2) international experts in competition law to serve as judges for the final round;
- e) Arrange for the transportation of the international experts from their home country to the accommodation in the Philippines, and from the accommodation to the airport to their return to their home country;
- f) Transfer the amount indicated in Section 2.6 of this Agreement for the implementation of the Project;
- g) Provide relevant reference materials such as books, publications, and other similar references, if available, to aid in the conduct of the Competition; and
- h) Post publicity materials related to the conduct of the Competition in its social media pages.

2.6 Costs and Expenses. For the undertakings performed by the LEB under Section 2.4 and in accordance with Section 4 of this Agreement, the PCC shall pay the amount of **Eight Hundred Ninety Two Thousand Seven Hundred Ninety Five Pesos and Twenty Centavos (“PhP 892,795.2”)**, inclusive of all costs and taxes (the “Competition Total Cost”), subject to reimbursement for actual expenses incurred only on the components broken down in the table below, which shall not exceed 10% the Competition Total Cost, and as reflected in the liquidation report as certified by the LEB’s Chief Accountant, approved by LEB’s Head of Agency, and verified by LEB’s Commission on Audit (“COA”) resident auditor. The Parties agree and understand that the Competition Total

Cost shall cover all costs and expenses incurred by the LEB for the Competition. The Competition Total Cost shall be broken down as follows:

Particulars	Specification	Cost	Amount
Trophies	Five (5) trophies 1. Team Trophy for Champion 2. Individual Trophies for 3 members 3. Best Mooter	PhP 1,500.00 x 5 trophies = PhP 7,500.00	PhP 7,500.00
Honoraria for Judges	<i>General Rounds</i> 6 PCC (2 sets of 3) <i>Semis</i> 2 PCC 2 LEB 2 PhilJA / SC <i>Finals</i> 2 International 1 PCC 1 LEB 2 PhilJA / SC	LEB and PhilJA / SC Judge (4 Externals) SG 29 Step 1 PhP 164,332.00 x 0.023 x 8 hours x 4 judges = PhP 120,948.352 Rates for international judges will be based on the computation matrix and will be charged accordingly to the ADB Loan	PhP 120,948.4
Project Manager for Moot Court	Rate for Attorney III (4 months) that will serve as project manager for the competition	Host Attorney III-Step 1 PhP 65,010 + 20% premium x 4 months = PhP 312,048.00	PhP 312,048.00
Jackets and Polo Shirts	Contestants with Coaches: 16 Judges: 18 PCC and LEB: 20 = 54 <i>Jacket - 1000</i> <i>Polo Shirt - 500</i>	PhP 1000 (jacket) + PhP 500 (shirt) x 54 pax = PhP 81,000.00	PhP 81,000.00
Food and Venue for Semi Final and Final Rounds	Packaged with health and safety considerations	1st Day Competition Proper (Semis) 16 pax + 20 (PCC and LEB) + 6 judges + 6 judge assistants x 1 day x 2000 rate	PhP 176,000.00

		= PhP 96,000.00 2nd Day Competition Proper (Finals) 8 pax + 20 (PCC and LEB) + 6 judges + 6 judge assistants x 1 day x 2000 rate = PhP 80,000.00	
Accommodation with Airport Transfer	2 International Judges	Day 1 to 3 2 rooms (for the 2 int'l judges).x 3 days x PhP 5000 per room = PhP 30,000.00 Airport Transfer 2 people x 2 ways x PhP 3500 per way = PhP 14,000.00	PhP 44,000.00
Cash Prize	3 Placers	1 st Place = PhP 50,000.00 2 nd Place = PhP 35,000.00 3 rd Place PhP 15,000.00	PhP 100,000.00
Conferencing Platform/ Online Expenses	1 mo. subscription to Zoom Webinar License	USD 14.99 x PhP 60.00 x 2 months = PhP 1798.8	PhP 1798.8
Representation Expenses	Snacks and Lunch for judges and PCC organizers during virtual rounds	10 LEB Secretariat x 11 days x PhP 450.00 = PhP 49,500.00	PhP 49,500.00
Total			PhP 892,795.2

2.7 Advertising and Publicity. In all advertising and publicity materials for the Competition, the LEB shall recognize the PCC as a partner during the event, with the billing “in partnership with the Philippine Competition Commission”. The use of the PCC’s name, logo and related texts or images shall be limited only for this purpose.

Section 3. Establishment of a Post-Juris Doctor Certificate Program and Academic Track in Competition Law and Policy.

3.1 *Rationale.* The establishment of a Post-Juris Doctor Certificate Program and an Academic Track in Competition Law and Policy aims to develop the competence and proficiency in competition law among lawyers and legal practitioners.

3.2 *Project Background.* The Project involves the drafting of a post-juris doctor course and a juris doctor track in Competition Law and Policy, which shall be subject to the review of PCC and LEB. The drafts of these Programs shall be prepared by a technical working group (“TWG”) composed of five (5) members from the PCC, five (5) members from the LEB, and three (3) from the University of the Philippines Competition Law and Policy Program (UP CLPP). The output of the TWG shall include: (a) the course outline; (b) course topics; (c) the course syllabus; and (d) references and related literature. The draft shall be presented via public consultation to the major stakeholders of the Programs, for implementation in law schools in the Philippines.

The Project shall be undertaken in collaboration with the UP CLPP.

3.3 *Timeline.* The timeline for the implementation of the Project shall be as follows:

Date	Proposed Activity
November 2022	Approval of Proposal (PCC and LEB)
December 2022	LLM a. Internal PCC Consultation b. TWG Formation
January 2023	LLM a. Drafting of Competition Law Course • Course Outline • Course Topics • Course Syllabus • References and Related Literature • Learning materials and teaching aid b. Initial review of output
February 2023	LLM a. Conduct of public consultation b. LEB and PCC final approval c. Rollout and promotion

3.4 *LEB Undertakings.* The LEB undertakes the following for the Project:

- Designate five (5) officials from the LEB as members of the TWG;
- Facilitate coordination with the UP CLPP regarding the creation and development of the Programs;
- Engage the UP CLPP representatives designated as members of the TWG;
- Arrange the appropriate venue that can accommodate one hundred (100) people for the public consultation;

- e) Designate personnel to form part of the Project Team which shall ensure the smooth and timely conduct of the public consultation; and
- f) Provide lunch and snacks for one hundred (100) people for the public consultation.

3.5 *PCC Undertakings*. The PCC undertakes the following for the Project:

- a) Designate five (5) officials from the PCC as members of the TWG;
- b) Designate personnel to form part of the Project Team which shall ensure the smooth and timely conduct of the public consultation;
- c) Transfer the amount indicated in Section 3.6 of this Agreement for the implementation of the Project; and
- d) Provide relevant reference materials such as books, publications, and other similar references, if available, to aid in the creation and development of the Programs.

3.6 *Costs and Expenses*. For the undertakings performed by the LEB under Section 3.4 and in accordance with Section 4 of this Agreement, the PCC shall pay the amount of **Five Hundred Sixty Two Thousand Eight Hundred Forty Five Pesos and Six Centavos (“PhP 562,845.06”)**, inclusive of all costs and taxes (the “Programs Total Cost”), subject to reimbursement for actual expenses incurred only on the components broken down in the table below, which shall not exceed 10% of the Programs Total Cost, and as reflected in the liquidation report certified by the LEB’s Chief Accountant, approved by LEB’s Head of Agency, and verified by LEB’s COA resident auditor. The Parties agree and understand that the Programs Total Cost shall cover all costs and expenses incurred by the LEB for the Competition. The Programs Total Cost shall be broken down as follows:

Particulars	Specification	Cost	Amount
Honoraria	3 TWG Members (allowed for granting of honoraria) 8 hours per consultation x 3 consultations = 24 hours consultation	Professor VI-Step 1 PhP 164,332.00 x 0.023 x 24 hrs x 4 people = PhP 362,845.056	PhP 362,845.06
Food and Venue	Packaged with health and safety considerations	80 participants + 20 Secretariat (10 PCC + 10 LEB) * 2000 rate = PhP 200,000.00	PhP 200,000.00
Total			PhP 562,845.06

Section 4. Fund Transfer.

- 4.1 *Inter-Agency Fund Transfer.* In accordance with Section 5 of the MOU, the PCC will transfer the funds for the implementation of the Projects to the LEB, which shall be subject to pertinent accounting and auditing rules and regulations.
- 4.2 *Disbursement and Liquidation.* Within 15 working days from the execution of this Agreement, the PCC as the Source Agency shall cause the transfer of the amounts indicated under Sections 2.6 and 3.6 of this Agreement to the LEB as the Implementing Agency. Such funds shall be utilized by the Implementing Agency strictly in accordance with this Agreement.

The liquidation of the funds shall be in accordance with the rules and regulations of COA Circular No. 94-013 dated 13 December 1994 and COA Circular 2012-001 dated 14 June 2012. Within thirty (30) calendar days from the completion of the Projects, the Implementing Agency shall submit the complete set of liquidation documents to the Source Agency.

Should the amount spent as reflected in the Liquidation Report be less than the total amount transferred, the excess funds shall be considered due and demandable, and shall be returned by the Implementing Agency to the Source Agency within fifteen (15) calendar days from submission of the Liquidation Report.

Should the amount spent as reflected in the Liquidation Report exceed the amount transferred, reimbursements may be made to the Implementing Agency subject to the following:

- a) Availability of funds of the Source Agency until 31 December 2023;
- b) Submission by the Implementing Agency of proper documentation exhibiting that the amount spent is in accordance with all relevant accounting and auditing rules and regulations on disbursement of public funds; and
- c) Submission by the Implementing Agency of all reports required under COA Circular No. 94-013.

Section 5. Effectivity and Termination.

- 5.1 This Agreement shall become binding upon execution by both Parties and shall remain in force and effect until accomplishment of the Projects and submission of the necessary liquidation and accounting reports, unless earlier terminated in accordance with Section 5.2 hereof.
- 5.2 Either Party may validly terminate this Agreement by its sole discretion, by serving a written notice of termination to the other Party. Said termination by either Party shall become effective after the lapse of thirty (30) days following the receipt of such written notice by the other Party. During the 30-day notice period, the Implementing Agency shall not incur any additional expense for the Projects or the implementation of this Agreement.
- 5.3 In case of the termination pursuant to Sections 5.2, the LEB shall return all unutilized funds transferred by the PCC under this Agreement with all required liquidation documents within fifteen (15) calendar days from the effectivity of such termination.

Section 6. General Provisions.

- 6.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.
- 6.2 The Parties shall exert their best efforts to amicably settle any disputes arising out of or in connection with this Agreement. Should such efforts fail, all disputes shall be resolved by submission to arbitration in the Philippines in accordance with the provisions of the Uniform Rules on Dispute Resolution, under Presidential Decree No. 242, as amended, in relation to Executive Order No. 292.
- 6.3 In case of a court dispute, the venue shall be any court of competent jurisdiction in Quezon City, to the exclusion of all other courts.
- 6.4 Subsequent revisions, amendments, repeals, and supplements to this Agreement shall be made upon mutual written agreement by the Parties.
- 6.5 No failure, omission, or delay on the part of either Party in exercising any right, privilege, or remedy accruing to them under this Agreement shall impair such right, privilege, or remedy, or be construed as a waiver thereof or acquiescence to such default. No waiver or departure from the terms of this Agreement shall be valid unless made in writing and signed by the Party's Authorized Representative. Such waiver shall be effective only in the specific instance and the purpose for which it was given.
- 6.6 The acts or omissions of one Party in the implementation of this Agreement shall in no way bind the other Party.
- 6.7 If any one of the provisions contained in this Understanding shall be declared invalid, illegal, or unenforceable in any respect under any applicable law, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- 6.8 This Agreement may be executed in one or more counterparts, each of which when so executed shall be construed as whole and deemed to be as one and the same original document. Delivery of an executed counterpart of a signature page to this Agreement shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives on the date and place first above written.

For the Legal Education Board:

For the Philippine Competition Commission:

Signature

Name: **Aaron Misa Dimaano**
Title: Chief Operating Officer

Signature

Name: **Kenneth V. Tanate, PhD**
Title: Executive Director

Witnessed By:

Signature

Name: **RODRIGO C. SAGUM**
Title: Chief Education Program Specialist
LEGAL EDUCATION BOARD

Signature

Name: **ARNOLD ROY D. TENDRIO**
Title: DIRECTOR III CKMO

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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines personally appeared the following persons on 06 DEC 2022 who presented to me their competent proof of identities as follows:

<u>Name</u>	<u>Proof of Identity</u>	<u>Issued at / Valid until</u>
[REDACTED]		
[REDACTED]		

Known to me or identified by me through competent evidence of identity to be the same persons who executed the foregoing Agreement consisting of eleven (11) pages, excluding the page on which this Acknowledgment is written and the attachments, annexes, and appendices, 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 NOTARIAL SEAL, at the date and place first mentioned.

Notary Public

[REDACTED]
ATTY. DANILO M. GALANG, JR., CPA
NOTARY PUBLIC FOR AND IN QUEZON CITY
25TH FLOOR, VERTIS NORTH CORPORATE CENTER 1
EDSA, QUEZON CITY ADM. MATTER NO.
NP-316 (2019-2020). ROLL NO. 71806
IBP NO. 184803: 02-18-2022-Q.C.
PTR NO. 2508753: 01-17-2022-Q.C.
MCLE VII COMPLIANCE NO. 0017489: 05-10-2022
MY COMMISSION IS EXTENDED UNTIL DECEMBER 31, 2022

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Series of 2022.