

**MEMORANDUM OF AGREEMENT
For the PCC's Participation in the
5th Annual Public Policy Conference**

03 SEP 2019

This Memorandum of Agreement ("Agreement"), dated _____, is made and entered into by and between:

Philippine Institute for Development Studies ("PIDS"), with office address at 18th Floor, Three Cyberpod, Centris-North Tower, EDSA corner Quezon Avenue, Quezon City, represented herein by its President, **Dr. Celia M. Reyes**;

-and-

Philippine Competition Commission ("PCC"), with office address at 25th Floor, Vertis North Corporate Center 1, North Avenue, Quezon City, represented herein by its Chairman, **Dr. Arsenio M. Balisacan**.

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

RECITALS:

- (A) PIDS, created by virtue of Presidential Decree No. 1201, serves as the government's primary socioeconomic policy think tank, and is engaged in the conduct of policy-oriented studies to assist policy-makers and planners in crafting development policies, plans, and programs that are based on sound research evidence.
- (B) PCC is an independent quasi-judicial body created by virtue of 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.
- (C) In furtherance of its mandate to promote free and fair competition, PCC is vested by the 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) promote capacity-building and the sharing of best practices with other competition-related bodies.

- (D) Pursuant to Proclamation No. 247, s. 2002, PIDS leads the national observance of the Development Policy Research Month ("DPRM") every September, underscoring the need to promote public awareness of the importance of policy research in the formulation of development plans, programs and policies.
- (E) As part of the observance of the DPRM, PIDS will hold the 5th Annual Public Policy Conference ("APPC") on 19 September 2019 at the Sofitel Philippine Plaza Manila in Pasay City, with the theme **"Navigating the New Globalization: Local Actions for Global Challenges."** The APPC aims to promote awareness of the changing face of globalization to enlighten stakeholders on the various challenges that come along with this new globalization, notably the issues of rising protectionism, anti-competition, worsening inequality trends, worldwide economic restructuring, widening polarization, and proliferation of disinformation.
- (F) The PCC has determined that the conduct of a lecture presentation relating to competition and the dissemination of various research and advocacy materials in the APPC are in line with PCC's competition advocacy undertakings under the PCA.
- (G) 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. **PIDS Undertakings** – PIDS hereby agrees to perform the following undertakings in connection with the APPC:
 - a. Coordinate and implement the administrative and logistical requirements of APPC;
 - b. Assist the PCC during the event, as necessary;
 - c. Provide PCC with the following:
 1. Ten (10) slots for the Courtesy conference registration;
 2. Five (5) slots for the Courtesy conference dinner;
 3. Ten (10) complimentary copies of the 2019 conference proceedings;
 4. A space with an area of 5 square meters for the exhibit of PCC's publications and services, and banner/stander;

5. Recognition/announcement of PCC as partner and sponsor during the conference;
 - d. Play PCC's organization video/AVP during conference break, which includes the following:
 1. PCC logo and name in the program, backdrop, website, promotional video and conference kit, etc.;
 2. PCC logo and organizational profile in the conference program; and
 3. PCC brochures/ pamphlets in the conference kit;
 - e. Issue an Official Receipt upon receipt of the agreed amount to be transferred for the partial cost of the APPC;
 - f. Within sixty days (60) days after the APPC, the PIDS shall provide the programs of activities and conference highlights to the Office of the PCC Chairman;
 - g. Prepare and submit a Performance Report summarizing the undertakings performed by the PIDS under Clause 1 of this Agreement;
 - h. Keep an accounting of said activity in accordance with existing accounting and auditing rules and regulations;
 - i. Maintain a separate Subsidiary Ledger exclusively for said Conference, supported by receipts/documents, and make it available for inspection by the PCC or the Commission on Audit ("COA"). It is understood that PIDS shall be responsible for the sound and judicious administration/management of the transferred funds, otherwise, it shall refund any disallowed disbursements, as may be determined by the COA auditor; and
 - j. Timely submit to the PCC its Report of Disbursements for the actual expenses incurred for the amount given, in accordance with the COA Circular 2017-002 dated 25 October 2017.
2. **PCC's Undertakings** – PCC hereby agrees to perform the following undertakings for PIDS in connection with the APPC:
- a. Obligate and transfer the amount of **Five Hundred Thousand Pesos (Php500,000.00)** to partially support the cost of the conference. It shall be

transferred to PIDS, through bank deposits within ten (10) days from the signing of the MOA

Bank Name: [REDACTED]

Bank Branch: [REDACTED]

Account Name: [REDACTED]

Account Number: [REDACTED]

- b. Submit the necessary information/documents to PIDS that are needed for the preparation of the event;
 - c. Participate in the planning of the APPC as member of the DPRM Steering Committee; and
 - d. Designate the PCC – Office of the Executive Director for coordination purposes regarding the implementation of the APPC.
3. **Support** – PCC hereby undertakes to submit to the PIDS all information and/or materials that are reasonably required for the proper conduct of the APPC.
4. **Confidentiality** - Except as may otherwise be required or allowed by law, the Parties shall keep confidential and shall not, without the prior written consent of the other, divulge to any third party any documents, records, data, or other information of a confidential, private, or privileged nature arising from or in any way related to this Agreement, and furnished directly or indirectly by one Party to the other.

For purposes of this Agreement, information of a confidential, private, or privileged nature shall refer to information disclosed by one Party to the other which is labeled or designated as confidential, private, or privileged by the disclosing Party, or is determined confidential, private, or privileged pursuant to applicable rules on confidentiality, privacy, and privilege under relevant laws, rules, and regulations.

5. **Notices** – Any notice, request, or other communications given under, or in connection with the implementation or enforcement of this Agreement shall be in writing and sent by the concerned Party's Authorized Representative(s) through any of the following modes:
- a) By courier or personal delivery to the addresses stated in this Agreement;
 - b) By electronic mail to the following email addresses:

For the PCC: [REDACTED]

For the PIDS: [REDACTED]

or such other email address, as a Party may notify to the other Party by written notice sent in accordance with this Clause 5.

A notice is deemed to have been received at the time of delivery if such notice is given by courier or personal delivery. If written notice is given by electronic mail, the notice is deemed to have been received at the time of transmission of said electronic mail.

6. **Authorized Representatives** - The Parties hereby designate the following persons as their respective Authorized Representatives, who shall be responsible for the implementation or enforcement of this Agreement:

For the PCC: [REDACTED]

For the PIDS: [REDACTED]

Each Party may appoint additional Authorized Representative(s), as may be necessary for the efficient implementation of this Agreement. Any change in the designated Authorized Representative(s) of each Party shall be (i) notified immediately to the other Party; and (ii) deemed effective upon the other Party's receipt of said notice.

7. **Effectivity** - This Agreement shall become effective as of date of signing by the Parties and shall continue to be in force until (i) the Undertakings provided in Clause 1 hereof have been delivered to, and accepted by, the PCC and (ii) the payment of the Total Cost in accordance with Clause 2 hereof has been made by the PCC; unless sooner terminated by the Parties in accordance with Clause 8 hereof.
8. **Termination** - Either Party may terminate this Agreement, with or without cause, 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 in accordance with Clause 5 hereof.
9. **Dispute Settlement** - The Parties shall exert their best efforts to amicably settle any disputes arising out of or in connection with this Agreement.
10. **Amendments** - Any revisions, amendments, repeals, and supplements to this Agreement shall be made upon mutual written agreement by the Parties.

11. **Separability** – If any one of the provisions contained in this Agreement 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.
12. **Counterparts** – This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. 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.

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

For the Philippine Competition Commission

By:



Signature

Name: **Arsenio M. Balisacan**

Title: Chairman

Witnessed By:



Signature

Name: *Kenneth V. Tignate*

Title: *Executive Director*

For the Philippine Institute for Development Studies

By:



Signature

Name: **Celia M. Reyes**

Title: President

Witnessed By:



Signature

Name: **Marife M. Ballesteros**

Title: Vice President

CERTIFIED FUNDS AVAILABLE:



Signature

Name: **Joseph Melvin B. Basas**

Title: Director IV, Finance, Planning and Management Office
Philippine Competition Commission

Atty. J. Y.

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

QUEZON CITY

ACKNOWLEDGMENT

Before me, a Notary Public for and in the City of _____, this _____, personally appeared the following:

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

Known to me to be the same persons who executed the foregoing Memorandum of Agreement consisting of seven (7) 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. 5
Book No. 98
Series of 2019.

ATTY. REDENTOR O. ACAYLAN
NOTARY PUBLIC FOR AND IN QUEZON CITY
4th MAGALANG ST., QUEZON CITY
ADM. MATTER NO. 1059 (2018-2019)
ROLL NO. OF ATTORNEY NO. 24553
IIR NO. 29885224, 1/5/19, QUEZON CITY
PTR NO. 7324115, 1/5/19, QUEZON CITY
MCLE COMPLIANCE NO. VI-008974
COMMISSION EXPIRES ON DECEMBER 31, 2019