

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement dated 26 January 2018 ("Agreement") is entered into by and between:

The **PHILIPPINE BUSINESS DAILY MIRROR PUBLISHING, INC.**, doing business under the name and style "**BusinessMirror**" ("**BusinessMirror**"), with office address at the 3/F Dominga Building (Annex), 2113 Chino Roces Avenue corner De La Rosa Street, Makati City, represented herein by its Publisher, **T. Anthony C. Cabangon**;

- and -

The **PHILIPPINE COMPETITION COMMISSION** ("**PCC**"), with office address at 2/F DAP Building, San Miguel Avenue, Ortigas Center, Pasig City, represented herein by its Chairperson, **Arsenio M. Balisacan**.

(BusinessMirror and PCC are individually referred to in this Agreement as a "Party" and collectively, as the "Parties".)

### RECITALS:

- (A) BusinessMirror is a daily newspaper with circulation in the Philippines, specializing in the delivery of timely, relevant, and credible business news in the country. It is committed to provide people with a broader look at the nation's business in these challenging times, both through a traditional broadsheet format and an online platform.
- (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 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.
- (D) In the conduct of its advocacy-building activities, PCC may seek the assistance of the private sector, including the media, in ensuring that PCC's mandate of promoting free and fair competition reaches the vast majority of the consuming public.
- (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 understanding on the acceptable modes of cooperation between them.



- (F) 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:

1. **Contribution of Written Work.** PCC shall contribute at least one (1) original column or article (the "Work") once every two weeks and BusinessMirror shall publish the Work submitted in both its broadsheet and online platforms. The column of PCC shall be known as "*Competition Matters*." PCC shall submit the Work in Microsoft Word format at least two (2) days prior to the intended day of publication.
2. **Publication of Written Work.** The manner and method of publishing the Work shall be subject to the discretion and editorial judgment of BusinessMirror, taking into account factors such as, but not limited to, word count, space constraints, and breaking news.
3. **Rights Granted.** The Parties agree and understand that BusinessMirror shall have the right of first publication over each Work submitted by PCC. All intellectual property rights, including, but not limited to, the right to subsequently publish the Work shall be retained by PCC.
4. **Compensation.** No amount or money shall be paid to PCC by BusinessMirror as compensation for the contribution of any Work contributed under this Agreement.
5. **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 Memorandum:
  - a. For BusinessMirror: [REDACTED]
  - b. For PCC: [REDACTED]
6. **Effectivity.** This Agreement shall take effect from the date it is executed by all the Parties and shall remain in force until terminated in accordance with the succeeding clause.
7. **Termination.** Either Party may terminate this Agreement, with or without cause, by giving at least two (2) weeks prior written notice of termination to the other Party.
8. **Limitation of Liability.** The Parties shall neither be held responsible nor liable for any loss or damage arising out of or by reason of claims, demands, suits, costs, losses and damages arising out of implementation of this Agreement, except when the loss or damage is caused by bad faith or by gross negligence amounting to bad faith committed by the respective officers or employees of the Parties in the performance of their respective official duties and responsibilities.
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.** Subsequent 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 herein 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.

**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 BusinessMirror:**



Signature  
Name: **T. Anthony C. Cabangon**  
Title: Publisher

**For the Philippine Competition Commission:**



Signature  
Name: **Arsenio M. Balisacan, PhD**  
Title: Chairperson

**Witnessed By:**



Signature  
Name:  
Title:




Signature  
Name:  
Title:



REPUBLIC OF THE PHILIPPINES)  
CITY OF PASAY CITY ) s.s.

### 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 person who executed the foregoing Memorandum of Agreement consisting of \_\_ ( ) pages, including the page on which this Acknowledgment is written, and he acknowledged to me that the same is his/her free and voluntary act and deed, as well as that of his/her principal.

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

Doc. No. 280  
Page No. 79  
Book No. 02  
Series of 2018.

  
KNIGHT OF RIZAL BLDG.,  
GROUND FLOOR BESIDE PASAY CITY HALL  
IBP NO. 022811 / 01/03/2018 PASIG  
PTR NO. 5826667 / 01/03/2018 P.C.  
MORRIS COMPLIANCE NO. VH-0002830 - 4/14/2022  
REG. OF ATTORNEYS NO. 29679  
Contact: 172-528-620-000



REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_ ) s.s.

**PASAY CITY**

ACKNOWLEDGMENT

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Doc. No. 201  
Page No. 39  
Book No. 02  
Series of 2018.

GROUND FLOOR BESIDE PASAY CITY HALL  
IBP NO. 022811 / 01/03/2018 PASAY  
PTR NO. 5826667 / 01/03/2018 PC.  
MCLE COMPLIANCE NO. VI-0002830 - 4/14/2018  
ROLL OF ATTORNEYS NO. 29879  
© TIN: 172-528-620-000