

**MEMORANDUM OF AGREEMENT  
For the PCC's Participation in the  
October 2020 Labor Force Survey of the PSA**

This Memorandum of Agreement (Agreement), dated 14 DEC 2020, is made and entered into by and between:

**THE PHILIPPINE STATISTICS AUTHORITY (PSA)**, with office address at PSA Complex, East Avenue, Diliman, Quezon City, represented herein by its National Statistician and Civil Registrar General, **DR. CLAIRE DENNIS S. MAPA**;

-and-

**THE PHILIPPINE COMPETITION COMMISSION (PCC)**, with office address at 25<sup>th</sup> Floor, Vertis North Corporate Center 1, North Avenue, Quezon City, represented herein by its Chairman, **DR. ARSENIO M. BALISACAN**.

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

**WITNESSETH:**

**WHEREAS**, the PSA is primarily responsible for the implementation of the objectives and provisions of Republic Act 10625. It shall plan, develop, prescribe, disseminate, and enforce policies, rules and regulation and coordinate government-wide programs governing the production of official statistics, general-purpose statistics, and civil registration services. It shall primarily be responsible for all national censuses and surveys, sectoral statistics, consolidation of selected administrative recording systems and compilation of national accounts.

**WHEREAS**, the 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.

**WHEREAS**, in furtherance of its mandate to promote free and fair competition, the 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

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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.

**WHEREAS**, pursuant to Republic Act 10625, the PSA shall prepare and conduct statistical sample surveys on all aspects of socioeconomic life including agriculture, industry, trade, finance, prices and marketing information, income and expenditure, education, health, culture and social situations as well as the government and the political sector for the use of the government and the public; and coordinate with government departments and local government units on the promotion and adoption of statistical standards involving techniques, methodologies, concepts, definitions and classifications, and on the avoidance of duplication in the collection of statistical information.

**WHEREAS**, as part of the fulfilment of these functions, the PSA will conduct a Labor Force Survey on October 2020 (Survey).

**WHEREAS**, the PCC has determined that the inclusion of rider PCC questions in the survey are in line with the PCC's competition undertakings under the PCA. The goal of the PCC rider questions is to determine the public's awareness of the PCA and PCC.

**WHEREAS**, each Party has obtained all requisite approvals, and has performed all actions necessary to authorize it to enter into this Agreement.

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the **PARTIES** hereby agree to collaborate under the following terms and conditions:

1. **Responsibilities of PSA** – The PSA shall undertake the following activities under this Agreement:

- a. Coordinate and implement the administrative and logistical requirements of the data extraction of the responses;
- b. Issue an official receipt upon receipt of the agreed amount to be transferred for the partial cost of the data extraction;
- c. Provide data and results relevant to the PCC survey questions gathered during the Survey to the Economics Office of the PCC on or before 21 December 2020;
- d. Prepare and submit a performance report summarizing the undertakings performed by the PSA under Clause 1 of this Agreement;
- e. Keep an accounting of said activity in accordance with existing accounting and auditing rules and regulations;

- f. Maintain a separate subsidiary ledger exclusively for said survey, supported by receipts/documents, and make it available for inspection by the PCC or the Commission on Audit (COA). It is understood that PSA 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
- g. Timely submit to the PCC its Report of Disbursements for the actual expenses incurred for the amount given, in accordance with COA Circular 2017-002 dated 25 October 2017.

2. **Responsibilities of PCC** – The PCC shall undertake the following activities under this Agreement:

- a. Transfer to the PSA the amount of *Two Million, Nine Hundred Twenty-Seven Thousand, Four Hundred Eighty Pesos (PhP 2,927,480.00)* to partially support the cost of the survey and data extraction. The said amount shall be transferred to the PSA through bank deposit within ten (10) days from the signing of this Agreement to:

Bank Name: Landbank of the Philippines  
Bank Branch: U.N. Avenue  
Account Name: Philippine Statistics Authority  
Account Number: 1442-1023-05

- b. Submit all the necessary information and/or materials that are reasonably required for the conduct of the data extraction;
- c. Designate the PCC – Office of the Executive Director for coordination purposes regarding the implementation of the survey.

3. **Support** – The PCC hereby undertakes to submit to the PSA all information and/or materials that are reasonably required for the proper conduct of the survey.

4. **Confidentiality** – Both Parties shall observe and respect the data privacy rights of the data subjects and shall be bound by the *Data Privacy Act of 2012* and Section 26 of the *Philippine Statistical Act of 2013*. Thus, 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 and the data subject, 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 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: **oed@phcc.gov.ph**

For the PSA: **psa.iesd.staff@gmail.com**

**ssss.oans@gmail.com**

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 received at the time of actual receipt 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: **Kenneth V. Tanate**  
Executive Director

For the PSA: **Wilma A. Guillen**  
Assistant National Statistician

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 upon 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 in whole or in part, at any time for its convenience if the existence of conditions is determined to cause the Agreement implementation to be economically, financially or technically impractical and/or unnecessary, such as but not limited to fortuitous event/s or changes in law and national government policies.

This Agreement may be terminated by any of the parties by service of a written notice of termination at least thirty (30) calendar days before the date of the intended termination, in accordance with Clause 5 thereof.

9. **Dispute Settlement** - The Parties shall exert their best efforts to amicably settle any disputes arising out of or in connection with this Agreement. Should the said amicable settlement fail, the same shall be resolved in accordance with Section 66, Chapter 14, Book IV of E.O. 292, otherwise known as the "Revised Administrative Code of 1987", in relation to P.D. 242 dated 07 July 1973, and DOJ Administrative Order No. 121 dated 25 July 1973
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

**DR. KENNETH V. TANATE**

Title: Executive Director

**For the Philippine Economic  
Society**

By:



Signature

**DR. CLAIRE DENNIS S. MAPA**

Title: National Statistician and  
Civil Registrar General



**Witnessed By:**



Signature

Name:

**BENJAMINE. RADO. JR.**

Title:

Director IV, Economics Office

Signature

Name:

Title:

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

**ACKNOWLEDGMENT**

Before me, a Notary Public for and in the City of 114 DEC 2020, this \_\_\_\_\_, personally appeared the following:

Name	Competent Evidence of Identity/Community Tax Certificate	Date/Place Issued
<b>DR. CLAIRE DENNIS S. MAPA</b>	<i>Company ID ID No. 09823</i>	
<b>KENNETH V. TANATE</b>	<i>Driver's License No. NO2-97-337165</i>	<i>Expiry: 2 Oct 2022, QC</i>

*[Handwritten signature]*

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 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.

Doc. No. 428  
Page No. 68  
Book No. 43  
Series of 2020.

*[Handwritten Signature]*  
**ATTY. ROSALINDA A. MONTENEGRO**  
Notary Public  
Until December 31, 2021  
PTR No.: 9296884 - 1/02/2020 - QC  
IBP No. AR30027671 - 1/02/2020  
Roll No. 68465  
ADM MATTER NO. NP. 624 (2020-2021)  
MCLE Compliance No. VI-005347  
Unit: 312 Acre Bldg., 137 Malakus St.,  
Brgy. Central, Quezon City