

MEMORANDUM OF AGREEMENT
For the PCC's Participation in the
October 2021 Labor Force Survey of the PSA

This Memorandum of Agreement ("Agreement"), dated 28 September 2021, 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 25th Floor, Vertis North Corporate Center 1, North Avenue, Quezon City, represented herein by its Executive Director, **DR. KENNETH V. TANATE**.

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

WITNESSETH:

WHEREAS, the PSA is responsible for the implementation of the objectives and provisions of the Philippine Statistical Act of 2013. It shall plan, develop, prescribe, disseminate, and enforce policies, rules and regulations, 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 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 the Philippine Statistical Act of 2013, 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 in October 2021 (“Survey”).

WHEREAS, the PCC has determined that the inclusion of rider PCC questions (“Rider Survey”) 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 the 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:

- I. **Responsibilities of the PCC and PSA** – The PCC and the PSA shall undertake the following activities under this Agreement:
 - a. Project set-up and briefing:
 - i. The PSA shall train its field supervisors, researchers, encoders, and other necessary personnel who will take part in the Rider Survey;
 - ii. The PSA shall organize the briefing of its field supervisors, researchers, encoders, and other necessary personnel who will conduct/take part in the Rider Survey;
 - iii. The PCC shall also be present in the said briefing.
 - b. Data gathering:
 - i. The PSA shall manage all logistical requirements for the coordination and scheduling of the conduct of approved activities, including any



arrangements with field supervisors and researchers, whenever applicable and necessary;

ii. The PSA shall maintain the confidentiality of all information or data in relation to the delivery of the approved activities for this undertaking, until such is determined as declassified by the PCC.

c. Encoding and submission of results:

i. The PSA shall set quality control measures to ensure accurate and high-quality data results;

ii. The PSA shall coordinate and implement the administrative and logistical requirements of the data extraction of the responses;

iii. The PCC shall submit all the necessary information and/or materials that are reasonably required for the conduct of the data extraction;

iv. The PSA shall submit to the PCC all raw and modified datasets and other materials used in analyzing the results of the Rider Survey;

v. The PSA shall provide a narrative report summarizing the undertakings of the Rider Survey. The said report shall also include logistical issues encountered by the PSA during the implementation of the project.

II. Deliverables and Payment Schedule

a. The approved budget for the contract for the entire service amounts to THREE MILLION, FIVE HUNDRED AND TWENTY-SIX THOUSAND, AND NINETY PESOS (Php 3,526,090.00), inclusive of all applicable government taxes and service charges. It shall be a fixed price contract. Any extension of contract time shall not involve any additional cost to the PCC.

b. Remuneration payments to the PSA shall be made by the PCC based on the schedule below:

Deliverable	Percent of remuneration cost
Upon signing of the Agreement	40%
Upon submission of training and enumeration report	40%
Upon submission of final report and data file	20%

III. **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.

IV. **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.

V. **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 both 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

km@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.

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 on a business day.

VI. **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:

A handwritten signature in black ink, appearing to read "J. [unclear] [unclear]", is written over the page number.

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.

VII. 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 I hereof have been delivered to by the PSA and accepted by the PCC, and (ii) the payment tranches in accordance with Clause II hereof has been made by the PCC; unless sooner terminated by the Parties in accordance with Clause VIII hereof.

VIII. 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 V thereof.

IX. Liquidated damages – In case of delay in the delivery of expected service, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.1%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of contract, the PCC shall rescind the contract, without prejudice to other courses of action and remedies open to it.

X. 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.

XI. Amendments – Any revisions, amendments, repeals, and supplements to this Agreement shall be made upon mutual written agreement by the Parties.

XII. 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



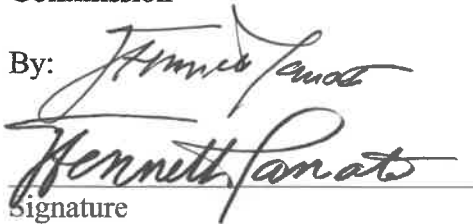
validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

XIII. 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.

A handwritten signature in black ink, appearing to read "James Jones", is located in the bottom right corner of the page.

**For the Philippine Competition
Commission**

By: 

Signature
DR. KENNETH V. TANATE
Title: Executive Director


**For the Philippine Statistics
Authority**

By: 

Signature
DR. CLAIRE DENNIS S. MAPA
Title: National Statistician and Civil
Registrar General

Witnessed By:

Signature
Name:
Title:



Signature
Name: **WILMA A. GUILLEN**
Title: **ASSISTANT NATIONAL STATISTICIAN**

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 OCT 13 2021, personally appeared the following:

Name	Competent Evidence of Identity/Community Tax Certificate	Date/Place Issued
CLAIRE DENNIS S. MAPA	PASSPORT NO. S0015868A	DFA MANILA / 28 JUNE 2019
KENNETH V. TANATE	DRIVER'S LICENSE NO.: N02-97-337165	

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 eight (8) 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. 315
Page No. 63
Book No. 32
Series of 2021.


ATTY. KATHRYN T. ELEMEN
Roll No. 53548
Adm. No. 039 Notary Public 2021-2022
IBP No. 150250; Q.C. 1-11-2021
PTR No. 0700936; Q.C. 1-11-2021
MCLE VI-0011521; 4-14-22



22 September 2021

NOTICE OF AWARD

DR. CLAIRE DENNIS S. MAPA

National Statistician and Civil Registrar General

Philippine Statistics Authority

PSA Complex, East Avenue, Diliman, Quezon City

Dear **Dr. Mapa:**

The Philippine Competition Commission (PCC) is hereby awarding the contract, *Procurement of Consultancy Services for the Conduct of PCC Awareness Survey Among Households* to *Philippine Statistics Authority (PSA)* in the total amount of *Three Million Five Hundred Twenty-Six Thousand Ninety Pesos (PhP3,526,090.00)* inclusive of all applicable taxes.

In this regard, **PSA** is hereby advised to enter into contract immediately upon receipt of the Memorandum of Agreement. Failure to enter into contract shall constitute a sufficient ground for cancellation of this award.

Thank you.

Very sincerely,



KENNETH V. TANATE, PhD

Executive Director and
Head of the Procuring Entity



Conforme:



Digitally signed by Mapa
Claire Dennis Sioson
Date: 2021.10.18
13:21:48 +08'00'

DR. CLAIRE DENNIS S. MAPA

Date: _____