

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (“MOA”) is entered into by and between:

The **PHILIPPINE COMPETITION COMMISSION (PCC)**, a government agency with office address at 25th Floor Vertis North Corporate Center 1, North Avenue, Quezon City, represented herein by its Executive Director, **KENNETH V. TANATE, PhD.**, and hereinafter referred to as “PCC”.

-and-

The **CIVIL SERVICE COMMISSION – REGIONAL OFFICE V**, a government agency with office address at Rawis, Legazpi City, represented herein by its Regional Director, **Atty. DAISY PUNZALAN BRAGAIS**, and hereinafter referred to as “CSC RO V”.

(The PCC and CSC RO V may each be referred to as a “Party”, and collectively as “Parties”.)

RECITALS:

- (A) Republic Act No. 10667, otherwise known as the Philippine Competition Act (the “PCA”), was enacted to enhance economic efficiency and promote free and fair competition in trade, industry and all commercial economic activities, prevent economic concentration, which unduly stifle competition or lessen, manipulate or constrict the discipline of free markets and penalize all forms of anti-competitive agreements, abuse of dominant position and anti-competitive mergers and acquisitions with the objective of protecting consumer welfare and advancing domestic and international trade and economic development.
- (B) Pursuant to the PCA, the PCC was organized and created as an independent quasi-judicial body tasked to implement and attain the objectives of the PCA and vested with the original and primary jurisdiction over the enforcement of the same, which includes, among others, the power to conduct inquiries, investigate, hear and decide cases involving anti-competitive conduct, abuse of dominant position, anti-competitive agreements, and other violations of the PCA.
- (C) The Civil Service Commission (CSC) as the central human resource institution of the government, through the Civil Service Commission Regional Office V (CSC RO V), provides direct training and human resource development interventions to government officials and employees in accordance with its strategic priority of developing competent and credible government workforce towards a governance of high integrity and excellence.
- (D) The CSC RO V, in assuming this role, must keep pace with global trends and world-class standards of training delivery;
- (E) The CSC RO V adopts innovative and alternative modes of training delivery to strengthen CSC RO V’s capacity in Human Resource and Organization Development;

- (F) The PCC, requested CSC RO V to conduct the course on Managing Performance and Coaching for Results to its officials and employees;
- (G) The PCC undertakes to pay CSC RO V for the design and delivery of the above-mentioned course;
- (H) Each Party, including their respective representatives, is authorized and has performed all actions necessary and obtained all requisite approvals, to authorize it to enter into this MOA.

Now, therefore, the PCC and CSC RO V hereby agree on the following:

ARTICLE I – RESPONSIBILITIES OF THE PARTIES

1. The **PCC** shall have the following obligations under this MOA:
 - a. Provide access to agency data or information deemed necessary for the conduct of the courses;
 - b. Provide and coordinate with participants regarding the schedule and details for the conduct of the courses;
 - c. Provide CSC RO V with a final list and profile of course participants at least five (5) working days prior to the start of each course;
 - d. Provide for the honoraria and other travel expenses, if any, of the Subject Matter Specialist/s (SMS) or Learning Facilitator/s (LF), which shall be directly paid to such SMS/LF, subject to applicable withholding tax/es. The honoraria shall be in accordance with the authorized rates provided for in DBM Budget Circular No. 2007-1 and/or its amendments, if any;
 - e. Provide for the travel and other incidental expense/s, if any, of the Course Administrator/s (CA), which shall be directly paid to such CA;
 - f. Provide and arrange for the logistical requirements for the conduct of the course/s, such as laptop or desktop computers, audio speakers, tools for printing and distribution of learning handouts and materials, if any;
 - g. Provide a technical staff who will serve as the focal person who will assist the CSC RO V during the conduct of the course/s, including its pre and post conduct; and
 - h. Ensure full attendance of identified participants for the entire duration of the scheduled course/s.
2. The **CSC RO V** shall have the following obligations under this MOA:
 - a. Identify, analyze, and validate the learning and development needs of the PCC in relation to the courses to be delivered pursuant to this MOA;
 - b. Prepare the course design for the conduct of Managing Performance and Coaching for Results in accordance with the identified learning and development needs of the PCC;

- c. Provide a copy of the Course Description, Module Titles, Schedule of Activities and Resource Requirements to PCC, as may be required;
- d. Provide participants with digital copies of the course programs, presentations and certificates of completion, through their registered e-mail addresses;
- e. Accommodate a maximum of thirty (30) participants from the list of participants to be provided by the PCC pursuant to this MOA;
- f. Source and select SMS or LFs who will conduct and facilitate the conduct of the course on Managing Performance and Coaching for Results on 4-5 October 2022.
- g. Provide CAs who will manage the mode of learning and provide technical support to the SMS/LF during the conduct of the courses;
- h. Conduct a post-course evaluation for each completed course;
- i. Submit a Training Evaluation Report for each completed course, containing a documentation of the highlights during the conduct of each course and an evaluation of its conduct; and
- j. Perform and complete the Scope of Works provided for under the Terms of Reference¹ with the highest standards of professionalism, ethical competence and integrity.

ARTICLE II – FEES AND PAYMENT

1. For and in consideration of the services to be rendered by CSC RO V pursuant to this MOA, the PCC shall pay the total amount of One Hundred Eighty-Three Thousand Twenty-Six Pesos and One Centavo (Php 183,026.01), inclusive of all applicable government taxes and service charges, and broken down as follows:

Training Package:	Php 140,000.00
Subject Matter Specialist:	
Dir. Daisy Punzalan Bragais	Php 26,758.57
Ms. Zarah Z. Arroyo	Php 16,267.44
Total:	Php 183,026.01

2. The PCC shall pay the amount due within fifteen (15) business days from the PCC's receipt of the billing statement and supported by a Certificate of Satisfactory Service Rendered.
3. The course fees shall be made payable via the PCC's List of Due and Demandable Accounts Payable – Advice to Debit Account (“LDDAP-ADA”) to **CSC RO V Training under LBP - Legazpi City Branch Current Account Number: 0132-1003-30**, the Official Receipt of which shall be transmitted by CSC RO V to the PCC.
4. The honoraria shall likewise be made payable via the LDDAP-ADA to the respective Land Bank of the Philippines accounts of the SMSs.
5. The PCC shall pay the course fees and honoraria whether or not the maximum targeted number of participants of the course is reached.

¹ Terms of Reference – Provision of Learning Service Provider for the Capacity Building on Managing Performance and Coaching for Results (Online Course)

ARTICLE III – GENERAL PROVISIONS

1. *Effectivity.* This MOA shall be effective immediately upon its execution and shall remain valid until the responsibilities of the Parties pursuant to this MOA are completed, unless otherwise earlier terminated in accordance with Section 3 of Article III of this MOA.
2. *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 the implementation of this MOA, except when the loss or damage is caused by bad faith or gross negligence amounting to bad faith committed by the respective officers or agents of the Parties in the performance of their respective official duties and responsibilities. Should a suit be commenced against any of the Parties, their officers or agents with respect to any obligation arising out of this MOA, they shall be indemnified for any and all liabilities, losses, claims, demands, damages, deficiencies, costs and expenses of whatsoever kind and nature that may arise in connection with the exercise of their powers and performance of their duties and functions, as may be provided by their respective charters, or relevant rules and regulations.
3. *Termination.* Either party may terminate this MOA through their respective authorized representatives, as specified under Section 4 of Article III hereof, 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. Except for services already rendered by CSC RO V prior to the date of termination, no further cost shall be required from the PCC after the termination of this MOA.
4. *Notices.* Any notice, request, or other communication given under, or in connection with the implementation or enforcement of this MOA shall be in writing and sent by the concerned party through any of the following modes:
 - A. By courier or personal delivery to the addresses stated in this MOA;
 - B. By electronic mail to the following email addresses:
 - For the CSC RO V: cscro5hrd@yahoo.com
 - For the PCC: learndev@phcc.gov.ph
5. *Confidentiality.* To ensure protection of the PCC's information assets, CSC RO V shall observe and abide by the established PCC Information Security Management System (ISMS) and shall agree to sign a non-disclosure agreement. All data, documents, records, configuration files and metadata (collectively "Information") to be provided to the CSC RO V for purposes of delivering the Services are considered confidential information and shall remain the sole property of the PCC. CSC RO V shall acknowledge the importance of maintaining security and confidentiality of the information and agree to prevent unauthorized transfer, disclosure, or use of these information by any third person or entity. CSC RO V shall not use the information for any purpose other than in connection with the Services. CSC RO V shall ensure that it will not retain, after completion of the Services with which the information was provided, all or any portion of the information, in any manner whatsoever. The CSC RO V agrees that all confidential or propriety information received or gathered from the PCC pursuant to this MOA shall not be divulged to any third party without the prior written consent of PCC.

6. *Ownership of Material.* All documents and materials released by the PCC to CSC RO V for purposes of undertaking the services under this MOA shall be returned to the PCC upon the expiration of this MOA.

Any report prepared by CSC RO V and submitted to the PCC pursuant to this MOA shall be co-owned by the Parties. The course design shall remain the exclusive property of CSC RO V and shall not be conducted by the PCC to any third party without the prior written consent of CSC RO V.

The learning materials and other related collaterals used and distributed by CSC RO V during the conduct of the courses pursuant to this MOA shall not be reproduced nor distributed by the PCC to any person other than the registered participants of each course.

7. *Reservation of Privileges and Immunities.* The activities carried out by the Parties on the basis of this MOA shall be without prejudice to the respective privileges and immunities of each Party, which are specifically reserved and which may be invoked at any time.
8. *Legal Effect.* For the avoidance of doubt, nothing in this MOA limits the powers or constitutes a waiver of the statutory functions or powers of either Party.
9. *Dispute Resolution and Venue of Action.* To expedite the resolution of questions involving conflicting rights or claims and obviate expensive litigations, the Parties shall exert their best efforts to amicably settle any disputes arising out of or in connection with this MOA, or enter into a compromise or arbitration. Any action involving dispute resolution, including arbitration and litigation, shall be held in an office, tribunal, or court with proper jurisdiction located within Quezon City.
10. *Amendments.* The Parties agree to review this MOA as required. Any revisions, amendments, repeals, and supplements to this MOA shall be made upon mutual written agreement by the Parties.
11. *Counterparts.* This MOA 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 MOA shall be effective as delivery of a manually executed counterpart of this MOA.
12. *Separability.* If any section contained in this MOA 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 and shall remain in full force and effect.

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

**PHILIPPINE COMPETITION
COMMISSION**

**CIVIL SERVICE COMMISSION REGIONAL
OFFICE V**


By:



KENNETH V. TANATE, PhD
Executive Director

By:


Atty. DAISY PUNZALAN BRAGAIS
Director IV

Signed in the presence of:


ANTONIA LYNNELY L. BAUTISTA
Chief Administrative Officer
Human Resource Development Division


ZARAH ZAMORA ARROYO
Chief Human Resource Specialist
CSC RO V Human Resource Division

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
 Legazpi City) S.S

BEFORE ME, this SEP 27 day of 2022, 2022 in Legazpi City, Philippines personally appeared the following person:

Name	Competent Evidence of Identity	Issued At/Valid Until
Atty. Daisy Punzalan Bragais, representing the Civil Service Commission Regional Office V	EMPLOYEE ID NO. 71122	

Affiant, who has been identified by me through the foregoing competent evidence of identity, personally appeared before me and attested to me that the signature appearing on the foregoing instrument was voluntarily affixed by her and that the instrument is her free and voluntary act and deed. Affiant further attested that she is duly authorized to sign the instrument in a representative capacity for and on behalf of the entity she represents.

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

Doc. No. 81 ;
 Book No. 18 ;
 Page No. 8 ;
 Series of 2022.

ALLAN ROSAURO
 Notary Public for Legazpi City & Province of Albay
 Commission No. NP-2019-06
 MCLE Compliance No. VII-0005605
 Issued on 12/3/2021, Valid until: April 14, 2025
 IBP No. 110811, 01/18/2020
 PTR No. 9794916, 1/4/2022, Leg. City
 Roll No. 54985
 c/o P. Aldana Optical, Peñaranda St., Legazpi City
 Contact No.: 0917519883-4
 Email Add: allanrosauro@yahoo.com

[Handwritten signatures and initials in blue ink on the left margin]

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
Quezon City) S.S

BEFORE ME, this _____ day of _____, 2022 in Quezon City, Philippines personally appeared the following person:

Name	Competent Evidence of Identity	Issued At/Valid Until
KENNETH V. TANATE, PhD	Driver's License No: N02-97-33715	

Affiant, who has been identified by me through the foregoing competent evidence of identity, personally appeared before me and attested to me that the signature appearing on the foregoing instrument was voluntarily affixed by him and that the instrument is his free and voluntary act and deed. Affiant further attested that he is duly authorized to sign the instrument in a representative capacity for and on behalf of the entity he represents.

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

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