

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT ("Agreement") dated 10 December 2017 is made and entered into by and between:

The **PHILIPPINE COMPETITION COMMISSION** ("PCC"), with office address at 2/F Development Academy of the Philippines Building, San Miguel Avenue, Ortigas Center, Pasig City, represented herein by its Chairman, **Dr. Arsenio M. Balisacan**;

- and -

The **PHILIPPINE STATISTICS AUTHORITY** ("PSA"), with office address at 17th Floor, CyberPod Centris Eton 3, represented herein by its National Statistician, **Dr. Lisa Grace S. Bersales**.

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

RECITALS:

- (A) The PCC was organized and created under Republic Act No. 10667 (the "Philippine Competition Act") as an independent quasi-judicial body mandated to implement the National Competition Policy and to enforce the provisions of the Philippine Competition Act.
- (B) The PSA was established by virtue of Republic Act No. 10625 (the "Philippine Statistical Act") as an attached agency of the National Economic and Development Authority. It is primarily responsible for all national censuses and surveys, sectoral statistics, consolidation of selected administrative recording systems and compilation of national accounts.
- (C) The PCC is in need of the PSA's assistance and technical expertise in accessing and collecting survey data, statistics, and other records and/or information collected, recorded, or otherwise held by the PSA pursuant to the performance of its duties and functions under the Philippine Statistical Act.
- (D) The aforementioned survey data, statistics, and other records and/or information from PSA are intended to be used by PCC for (i) market monitoring activities; (ii) preparation of research papers on Philippine industries, market studies, and other knowledge products; (iii) competition advocacy initiatives; and (iv) such other activities which are necessary for the effective fulfillment of the PCC's mandate under the Philippine Competition Act.
- (E) The Parties have previously discussed possible modes of cooperation and assistance, including through this Agreement.
- (F) 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. **Services** – The PSA hereby undertakes to extend the following support services (the "Services") to the PCC or any of its designated personnel and/or representatives:





- (i) Provide copies of available public use files of censuses, surveys, and administrative data, subject to applicable rules on confidentiality and privilege under relevant laws, rules, and regulations; and
 - (ii) Process clearance applications for surveys proposed and/or sponsored by PCC in an expedited manner, with due regard to the statutory periods under the Philippine Competition Act.
2. **Costs** – The PCC hereby undertakes to defray or reimburse the reasonable costs or expenses to be incurred by the PSA, if any, in performing the Services. For the avoidance of doubt, the Parties agree and understand that the amount of such costs or expenses to be defrayed or reimbursed by the PCC, if any, shall be mutually agreed upon in writing by the Parties before the PSA proceeds with the performance of any of the Services requested by the PCC in accordance with this Agreement. Furthermore, the Parties likewise agree and understand that such costs or expenses to be defrayed or reimbursed by the PCC shall be duly supported by invoices to be submitted by the PSA to the PCC.
3. **Confidentiality** – Except as may otherwise be required by law, each Party shall keep confidential and shall not, without the prior written consent of the other Party, divulge to any third party any documents, records, data, or other information of a confidential nature arising from or in any way related to this Agreement, and furnished directly or indirectly by one Party to the other Party prior to or during the implementation, or following the termination of this Agreement.
4. **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: **Gianfrancis S. Camacho**
Chief, Legal Services Division

For the PSA: **Josie B. Perez**
Deputy 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.

5. **Notices** – Any notice, request, or other communication 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] and [REDACTED]

For the PSA: [REDACTED]

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

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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. **Effective Date** – Notwithstanding the actual date of execution of this Agreement, the Parties agree and understand that this Agreement shall become effective on 20 December 2017 (the “Effective Date of this Agreement”) and shall continue to be in force for a period of one (1) year from the Effective Date of this Agreement (the “Base Period”), unless sooner terminated in accordance with Clause 8 hereof.
7. **Renewal** – Unless sooner terminated in accordance with Clause 8 hereof, this Agreement shall be deemed to have been automatically renewed annually for successive one (1)-year renewal periods, with the first renewal period commencing on the date of expiration of the Base Period.
8. **Termination** – Either Party may terminate this Agreement:
 - (i) upon mutual written agreement of the Parties; or
 - (ii) if the other Party fails to perform any of its obligations under this Agreement.Termination under paragraph (ii) of this Clause 8 shall become effective after ten (10) days from delivery of a written notice thereof by the terminating Party.
9. **Dispute Settlement** – The Parties shall exert their best efforts to amicably settle any disputes arising out of or in connection with this Agreement. In case of failure to amicably settle such disputes, the Parties shall observe the applicable dispute resolution provisions of the Administrative Code of 1987.
10. **Amendment** – Any amendment to the terms and conditions of this Agreement may only be made by written agreement between the Parties.
11. **Separability** – Each provision of this Agreement shall be treated as a separate and independent clause. If any provision of this Agreement is held to be invalid, illegal, excessively broad, or unenforceable under Philippine Law, such finding shall not affect any other provision of this Agreement, or the enforceability of such provision.
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 have caused this Agreement to be executed as of the date first indicated above.

**PHILIPPINE COMPETITION
COMMISSION**

By:


Dr. Arsenio M. Balisacan
Chairman

**PHILIPPINE STATISTICS
AUTHORITY**

By:


Dr. Lisa Grace S. Bersales
National Statistician

WITNESSES:

