

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Agreement”), dated 3 October 2018 is entered into by and between:

The **INTEGRATED BAR OF THE PHILIPPINES** (“IBP”), with office address at the IBP Building, No. 15 Dona Julia Vargas Avenue, Ortigas Center, Pasig City, represented herein by its National President, **Atty. Abdiel Dan Elijah S. Fajardo**;

- and -

The **PHILIPPINE COMPETITION COMMISSION** (“PCC”), with office address at 25/F Tower 1, Vertis North Corporate Center, North Avenue, Quezon City, represented herein by its Chairperson, **Arsenio M. Balisacan**.

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

RECITALS:

- (A) Constituted into a body corporate by Presidential Decree No. 181, the IBP is the national organization of lawyers mandated to elevate the standards of the legal profession, improve the administration of justice, and enable the Philippine Bar to discharge its public responsibilities more effectively.
- (B) In its 9 January 1973 *per curiam* resolution ordaining the integration of the Bar, the Supreme Court noted the purposes of an integrated Bar to be, among others:
 - a. To provide a forum for the discussion of law, jurisprudence, law reform, pleading practice and procedure, and the relations of the Bar to the Bench and to the public, and publish information relating thereto;
 - b. To encourage and foster legal education; and
 - c. To promote a continuing program of legal research in law, and to make reports and recommendations thereon.
- (C) 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.
- (D) In furtherance of its mandate to promote free and fair competition, the 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.

- (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:

Section 1. Cooperative Activities

- 1.1. The Parties shall encourage, develop, and facilitate cooperative activities relevant to competition law and policy.
- 1.2. Cooperative activities between the Parties may take any of the following forms:
 - (i) Joint organization of seminars, conferences, symposia, and workshops;
 - (ii) Joint or coordinated research projects;
 - (iii) Joint or coordinated competition advocacy activities;
 - (iv) Sharing of facilities and equipment; and
 - (v) Any other activity as may be mutually agreed upon in writing by the Parties.

Section 2. Implementation of Cooperation

- 2.1. The implementation of cooperative activities contemplated under this Agreement shall be subject to resource and operational considerations of either Party. When necessary or appropriate, the Parties may enter into an agreement to govern a particular activity and specify the respective obligations of each party including but not limited to the sharing of costs and net income, if any.

Section 3. Communications

- 3.1. 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 IBP: [REDACTED]

For PCC: [REDACTED] and [REDACTED]

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

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.

- 3.2. The Parties hereby designate the following persons as their respective Authorized Representatives, who shall be responsible for the implementation or enforcement of this Memorandum:

For IBP: **Atty. Randall C. Tabayoyong**
National Executive Director for Planning

For PCC: **Gianfrancis S. Camacho**
Chief, Legal Services Division

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 notified immediately to the other Party and deemed effective upon the other Party's receipt of said notice.

Section 4. Confidentiality, Disclosure, and Publicity

- 4.1. 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, divulge to any third party any documents, records, data, or other information of a confidential or privileged nature arising from or in any way related to this Agreement, and furnished directly or indirectly by one Party to the other.
- 4.2. For purposes of this Agreement, information of a confidential or privileged nature shall refer to information disclosed by one Party to the other which is labeled or designated as confidential or privileged by the disclosing Party, or is confidential or privileged in nature pursuant to applicable rules on confidentiality and privilege under relevant laws, rules, and regulations.
- 4.3. The Parties expect to publicly disclose this Agreement. The Parties will consult with each other concerning the manner and form of any acknowledgement of the other Party's support regarding any cooperative activities undertaken, pursuant to this Agreement.

Section 5. Effectiveness and Termination

- 5.1 The Parties agree and understand that this Agreement shall become effective upon signing by both Parties and shall remain in force until terminated in accordance with Section 5.2 hereof.

5.2 Either Party may terminate this Agreement, with or without cause, by serving a written notice of termination to the other Party. Said termination by either Party shall become effective immediately upon receipt of such written notice by the other Party.

Section 6. Miscellaneous Provisions

- 6.1 The Parties shall exert their best efforts to amicably settle any disputes arising out of or in connection with this Agreement.
- 6.2 Subsequent revisions, amendments, repeals, and supplements to this Agreement shall be made upon mutual written agreement by the Parties.
- 6.3 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.

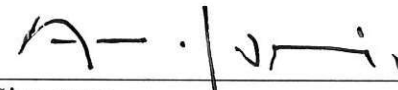
IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives on the date and place first above written.

For the Integrated Bar of the Philippines:

For the Philippine Competition Commission:



Signature
Name: **Abdiel Dan Elijah S. Fajardo**
Title: National President



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

Witnessed By:



Signature
Name:
Title:



Signature
Name:
Title: