

**Memorandum of Understanding on Anti-Monopoly
Cooperation between
the Philippine Competition Commission
and
the State Administration for Market Regulation of
the People's Republic of China**

The Philippine Competition Commission ("PCC") and the State Administration for Market Regulation of the People's Republic of China ("SAMR") (hereinafter referred to individually as "Participant" or collectively as the "Participants"),

NOTING that the sound and effective enforcement of competition law is a matter of importance to the efficient operation of their respective markets, as well as to economic welfare of consumers of both Participants and their bilateral trade,

RECOGNIZING enhanced cooperation via technical cooperation and information sharing on their competition law will contribute to improving and strengthening their bilateral ties,

AIMING to enhance cooperation in enforcing competition law, and create favorable conditions for the development of bilateral relations,

BASED on the principles of equality and mutual benefit,

HAVE reached the following understanding:

Paragraph 1 Purpose

The purpose of this Memorandum of Understanding is to establish a general framework for bilateral cooperation on competition law enforcement.

Paragraph 2 Scope of Cooperation

The Participants will, as appropriate, carry out cooperation in the following areas, within the bounds of their respective laws and in accordance with their shared interest, by:

- (a) regular Joint Dialogue between the Participants;
- (b) technical cooperation for the purpose of enhancing each Participants' competition law enforcement capacity through training programs, workshops and research collaborations;
- (c) exchanging information on and discussing major issues of mutual interest such as specialized studies, experiences on competition law enforcement, and recent key developments in the area of competition enforcement;
- (d) notification prior to or after law enforcement against anti-competitive activities that may have a material effect on the other Participant and reasonable facilitation of securing answers to enforcement- related questions;
- (e) coordination and cooperation in law enforcement, if necessary, within the limit of reasonably available resources, when the Participants are involved in mutually related cases, so long as such an effort is compatible with the legislation and crucial interests of the Participants;
- (f) cooperation to respond to discussions on multilateral economic issues and competition law enforcement.

Paragraph 3 Consultation

The Participants agree to appoint a unit from their respective institutions to be known as the Sector Contact Point, to be responsible for the coordination and implementation of this Memorandum, and ensure adequate communication between the Participants.

PCC:

Contact point: The Executive Director

Address: 25/F Vertis North Corporate Center I, North Avenue, Quezon City 1105 Philippines

Tel: (+632) 8771 9722

Fax: (+632) 8771 9713

Email: [REDACTED] with copies to [REDACTED] and [REDACTED]

SAMR:

Contact point: Competition Policy and International Cooperation Division,
Anti-Monopoly Bureau

Address: No.8 Sanlihe East Road, Xicheng District, Beijing, China

Tel: 0086-10-88650588

Fax: 0086-10-68060820

Email: 

Paragraph 4 Resources

All commitments made in this Memorandum are subject to the availability of funds and each Participant's budget priorities. This Memorandum is not meant to obligate funds. Unless the Participants have agreed otherwise in advance in writing, each Participant shall be responsible for bearing its own costs and expenses in carrying out any cooperation activities under this Memorandum.

Paragraph 5 Confidentiality

It is understood that the Participants will not communicate information to the other if such communication is prohibited by the laws governing the Participants possessing the information or would be incompatible with that Participants' material interests.

Insofar as information is communicated, the recipient should, to the extent consistent with its laws, maintain the confidentiality of any such information communicated to it.

Paragraph 6 Limitations

This Memorandum is not legally binding. This Memorandum does not affect the rights and obligations of the Participants acquired under any agreements or memoranda in which the Participants are involved.

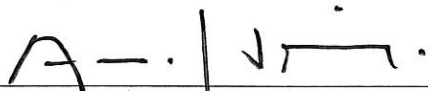
Paragraph 7 Resolution of Disputes

The Participants shall settle amicably any discrepancies or disputes arising under this Memorandum.

Paragraph 8 Miscellaneous Provisions

This Memorandum will come into effect on the date of signature and may be modified at any time by mutual decision of the Participants, provided that, the mutually decided changes and amendments will be made in writing. Either Participant may terminate the Memorandum upon ninety (90) days' written notice to the other Participant.

Signed in duplicate at Quezon City, Philippines on the date of 19th November, 2019, in the Chinese and English languages, both texts being equally valid. If any discrepancies arise from the interpretation of this Memorandum, the English version will prevail.



FOR THE PHILIPPINE
COMPETITION COMMISSION
OF THE REPUBLIC OF THE
PHILIPPINES

CHAIRPERSON



FOR THE STATE
ADMINISTRATION FOR
MARKET REGULATION OF
THE PEOPLE'S REPUBLIC OF
CHINA

MINISTER