



MEMORANDUM OF UNDERSTANDING

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Understanding (“MOU”) is entered and executed by and between:

The **PHILIPPINE COMPETITION COMMISSION**, with principal office at 25th Floor, Vertis North Corporate Center 1, North Avenue, Quezon City, duly represented by **DR. ARSENIO M. BALISACAN**, its Chairperson, hereinafter referred to as the “**PCC**”;

- and -

The **PHILIPPINE CHAMBER OF COMMERCE and INDUSTRY**, with principal office located at PCCI Secretariat Office, 3F Commerce and Industry Plaza, 1030 Campus Ave. cor. Park Ave. McKinley Town Center, Fort Bonifacio, Taguig City, duly represented by **AMB. BENEDICTO V. YUJUICO**, the President of its Board of Directors, is hereinafter referred to as the “**PCCI**”.

(PCC and PCCI are each, at times, individually referred to in this MOU as a “**Party**”, and collectively as “**Parties**”).

WITNESSETH, That:

WHEREAS, the PCC was organized and created under the Philippine Competition Act (“PCA”). It is primarily tasked with enforcing the State’s policy to enhance competition efficiency and promote free and fair competition in trade, industry, and all commercial 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) enlist the aid and support of any private institution, corporation, entity or association, in the implementation of its powers and functions;

WHEREAS, the PCCI is recognized as the sole official representative and voice of the entire private business community and as such, serves as the liaison and channel of communication on matters and issues which are of common concern to the business community and the government, pursuant to Letter of Instruction No. 780 series of 1978;

WHEREAS, the main responsibility of the PCCI is to provide focused advocacy for business growth and sustainable development by providing business services for the advancement of grassroots entrepreneurship, chamber development, international trade relations, business innovation and excellence, and operating efficiency;

WHEREAS, in recognition of the significant synergies and complementarity of working together towards the enrichment and propagation of discourse, education, and advocacy on competition law and policy, the Parties have agreed to formalize their understanding on the acceptable modes of cooperation between them; and

WHEREFORE, each party has obtained all approvals, and has performed all actions necessary to authorize it to enter into this MOU.

NOW, THEREFORE, premises considered, the Parties hereby mutually agree to the following:

1. Cooperative Activities

- 1.1. The Parties shall encourage, develop, and facilitate cooperative activities towards establishing and promoting a culture of competition in the country.
- 1.2. These cooperative activities between the Parties may take any of the following forms:
 - (i) Joint organization of seminars, conferences, symposia, and capacity building workshops; and
 - (ii) Any other activity that may be mutually agreed upon in writing by the Parties that would help promote competition law and policy.

2. Implementation of Cooperation

- 2.1 The implementation of cooperative activities contemplated under this MOU 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 or specify the respective obligations of each Party including, but not limited to the sharing of costs, if any.

3. Effectivity

- 3.1 This MOU shall be effective upon its execution and remain valid until revoked or terminated by any of the Parties through a written notice duly served upon the other Party.

IN WITNESS WHEREOF, the Parties have caused this MOU to be signed by their duly authorized representatives on the 25 day of November 2020, at _____.

PHILIPPINE COMPETITION COMMISSION


By:



DR. ARSENIO M. BALISACAN
Chairperson

PHILIPPINE CHAMBER OF COMMERCE and INDUSTRY

By:



AMB. BENEDICTO V. YUJICO
President

Witnessed by:



ARNOLD ROY D. TENORIO
CKMO Director



RUBEN J. PASCUAL
Secretary General