

MEMORANDUM OF UNDERSTANDING

Know All Men by These Presents:

This Memorandum of Understanding on the "Integration of the Philippine Competition Commission's Competition Impact Assessment in the Development Academy of the Philippines' Advanced Course on Regulatory Impact Assessment" is entered into by and between:

The **PHILIPPINE COMPETITION COMMISSION**, an independent quasi-judicial government body created and existing under and by virtue of Republic Act No. 10667, with principal office address at 25/F Vertis North Corporate Center 1, North Avenue, Quezon City, represented herein by its Chairman, **ARSENIO M. BALISACAN, PhD**, hereinafter referred to as the "**PCC**";


ABANTO

- and -

The **DEVELOPMENT ACADEMY OF THE PHILIPPINES**, a government institution duly organized and existing under and by virtue of Presidential Decree No. 205, as amended, with principal office address at the DAP Building, San Miguel Avenue, Ortigas Center, Pasig City, represented herein by its Officer-in-Charge, **MAGDALENA L. MENDOZA**, hereinafter referred to as the "**DAP**."


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The **PCC** and the **DAP** shall be referred to individually as a "**Party**" or collectively as "**Parties**" under this **Memorandum of Understanding ("MOU")**.

- WITNESSETH, that -

WHEREAS, Republic Act No. 11032, otherwise known as the "Ease of Doing Business and Efficient Government Service Delivery Act of 2018," requires regulatory agencies to conduct Regulatory Impact Assessment ("RIA") in developing new and amending existing regulations to ensure they do not add undue regulatory burden and cost to government agencies and the applicants or requesting parties;

WHEREAS, the **DAP**, through the Modernizing Government Regulations (MGR) Program, since 2016, has been conducting capability development on RIA and RIA-related tools to facilitate improvement of the quality and coherence of regulations and has extended assistance to 104 regulatory agencies, at present;

WHEREAS, the **PCC** is an independent quasi-judicial body created by virtue of the Philippine Competition Act. 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;

WHEREAS, by virtue of its power to advocate pro-competitive policies of the government, the **PCC** developed the Competition Impact Assessment ("CIA") to help review government regulations for their competitive impact on markets, identify those that potentially restrict competition, and develop alternative options that have less or no harm to competition;


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WHEREAS, there is a need to strengthen the practice of RIA by enhancing the assessment parameters to include possible anticompetitive effect of regulatory and non-regulatory options identified in the RIA through the integration of CIA;

WHEREAS, the **PCC** seeks the assistance and expertise of the **DAP** to support the practice of CIA in public sector organizations, particularly those regulatory agencies/organizations undergoing training on RIA given by **DAP** through its MGR Program;

WHEREAS, the **DAP**, having the capacity to build the capability of public sector organizations and recognize the importance of competition, has agreed to include CIA in the conduct of capability programs on RIA for public sector organizations;

NOW, THEREFORE, for and in consideration of the foregoing premises, the **Parties** agree as follows:

Section 1: PURPOSE

The Purpose of this **MOU** is to set out the modalities for the **Parties'** implementation of a capability development project to integrate and strengthen the conduct of CIA in RIA amongst public sector organizations in the Philippines.

Section 2: RESPONSIBILITIES OF THE PARTIES

2.1. The **DAP** shall undertake the following activities under this **MOU**:

- 2.1.1. Organize a team that will facilitate the implementation of this initiative within the agreed timeframe;
- 2.1.2. Prepare a detailed work plan to determine specific requirements for the implementation of this initiative such as describing the capability building activities, outlining the expected outputs, and specifying the duration and schedule of each activity;
- 2.1.3. Prepare the revised course design for the Advanced Course on RIA to integrate a module on CIA with technical guidance from the **PCC**;
- 2.1.4. Identify and allocate the specific session or time where CIA will be delivered during the conduct of Advanced Course on RIA;
- 2.1.5. Shoulder the cost of implementing the Advanced Course on RIA as part of the commitment under the MGR Program - Capability Building Component;
- 2.1.6. Review the conduct of the training course and revise, as necessary, to enhance the implementation of the training courses.

2.2. The **PCC** shall undertake the following activities under this **MOU**:

- 2.2.1. Designate a counterpart support team that will work closely with the **DAP** Project Team regarding technical and administrative requirements to effect the integration of CIA to the Advanced Course on RIA, including monitoring of the progress of the initiative;


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- 2.2.2. Provide resource materials on CIA and technical guidance to the DAP Project Team on the completion of the module and workshop or exercises needed to run CIA;
- 2.2.3. Assign resource person/s or technical expert/s on CIA for every run of the Advanced Course on RIA covered under this **MOU**;
- 2.2.4. Shoulder the costs for the resource person/s or technical expert/s on CIA for the Advanced Course on RIA such as, but not limited to, honorarium, and logistical costs such as, where necessary, accommodation and transportation to and from the training venue.


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Section 3: IMPLEMENTATION OF SPECIFIC ACTIVITIES

- 3.1. The responsibilities of the **Parties** set out in Section 2 above shall be undertaken by the **Parties** without the need of a separate agreement. The implementation of specific activities not contemplated in this **MOU** or related to the implementation thereof, and requiring legally binding obligations shall be set forth in separate written agreements;
- 3.2. Nothing in this **MOU** shall obligate the **Parties** to transfer any funds between them;
- 3.3. Specific activities that involve the transfer or payment of funds will require the execution of separate written agreements;
- 3.4. Such written agreements must be independently authorized by the **Parties'** respective authorized representative.


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Section 4: INTELLECTUAL PROPERTY RIGHTS

- 4.1. Ownership of and intellectual property rights in all materials and work provided by a **Party** shall remain with the said **Party** and shall not be used by the other **Party** for any purpose without the prior written consent of the owner of the said materials and work;
- 4.2. Intellectual property rights created in connection with this **MOU** shall be owned jointly by the **Parties** herein.


BALISACAN

Section 5: VOLUNTARY COMMITMENT

- 5.1. This **MOU** is an entirely voluntary commitment between the **Parties** and will not in any way obligate or restrict the activity of any **Party**;
- 5.2. No **Party** shall have any right, power, or authority to create any obligation, express or implied, on behalf of any other **Party**.


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Section 6: INDEMNITY

Each **Party** shall indemnify and hold the other **Party** free and harmless from any and all claims or causes of action of third parties against the other **Party** arising from a negligent or otherwise wrongful act, or omission by the first **Party** or its employees or representatives relating to or in connection with the said first **Party's** performance of its responsibilities under this **MOU**.

Section 7: COSTS

Each **Party** shall be responsible for its own costs in all matters relating to their responsibilities under this **MOU**.

Section 8: AMENDMENT

Amendment or modification of this **MOU** shall be made by mutual written agreement.

Section 9: TERM AND TERMINATION

- 9.1. This **MOU** shall be effective as of the date of signing by the **Parties**.
- 9.2. This **MOU** may be terminated by either **Party** by giving the other **Party** a 30 days' advance written notice.

Section 10: SETTLEMENT OF DISPUTE

Any dispute arising with regard to any aspect of this **MOU** shall be discussed through mutual consultations and settled amicably by the **Parties**.

IN WITNESS WHEREOF, the Parties hereto have signed this **MOU** on the 25th day of May, 2021 in Quezon City.

For the
**PHILIPPINE COMPETITION
COMMISSION**


For the
**DEVELOPMENT ACADEMY OF THE
PHILIPPINES**


ARSENIO M. BALISACAN, PhD
Chairman


MAGDALENA L. MENDOZA
Officer-in-Charge

****WITNESSES****


KENNETH V. TANATE, PhD
Executive Director


ARNEL D. ABANTO
Vice President

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
: S.S.
CITY OF QUEZON CITY)

BEFORE ME, on this 25 MAY 2021 day of _____, 2021 at QUEZON CITY, personally appeared the following officers, namely:

ARSENIO M. BALISACAN, PhD Chairman Philippine Competition Commission	for the "PCC" <ul style="list-style-type: none">• ID No. [REDACTED]• Issued in [REDACTED]• Valid until [REDACTED]
MAGDALENA L. MENDOZA Officer-in-Charge Development Academy of the Philippines	for the "DAP" <ul style="list-style-type: none">• ID No. [REDACTED]• Issued in [REDACTED]• Valid until [REDACTED]

who are known to me to be the same officials who executed the foregoing instrument and they both acknowledged to me that the same is their free and voluntary act and deed and that of the government agencies they represent therein.

This instrument consisting of five pages including this page on which this acknowledgment is written and signed by the Parties and their instrumental witnesses on the left-hand margin of each page thereof and at bottom of the same instrument on page "4", refers to a Memorandum of Understanding executed for the purpose(s) therein set forth.

WITNESS MY SIGNATURE AND NOTARIAL SEAL on the date and place first above written.

Doc No.: 242;
Page No.: 50;
Book No.: IV;
Series of 2021

NOTARY PUBLIC:


VICENTE R. MARQUEZ

Notary Public for Quezon City

Valid Until June 30, 2021

Adm. Matter No. NP-094 (2019-2020)

Roll of Atty. No. 35074 IBP LRN 018993

PTR No. 0928785 01.29.2021 Q.C.

MCLE No. VI-0022504 Until 04.14.2022

Rm. 305 DM Bldg. 32 Visayas Ave. Q.C.