

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Agreement”), dated 10:9 FEB 2022, is entered into by and between:

The NATIONAL PRIVACY COMMISSION (“NPC”), with office address at 5/F, Delegation Building, Philippine International Convention Center, PICC Complex, Roxas Boulevard, Manila, represented herein by its Privacy Commissioner and Chairperson, **Atty. John Henry D. Naga**;

- and -

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

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

RECITALS:

- (A) The NPC was organized and created under the Data Privacy Act of 2012 (the “DPA”) as an independent body mandated to administer and implement the DPA, and to monitor and ensure compliance of the country with international standards set for data protection, which includes, among others, the establishment of regulatory framework in the processing of personal data and to build a culture of privacy, through people empowerment, that enables and upholds the right to privacy and supports free flow of information.
- (B) The PCC was organized and created under the Philippine Competition Act (the “PCA”) as an independent quasi-judicial body vested with the original and primary jurisdiction over the enforcement of the PCA, which includes, among others, the power to conduct inquiries, investigate, and hear and decide cases involving anti-competitive conduct, abuse of dominant position, anti-competitive agreements, and other violations of the PCA.
- (C) In recognition of the significant synergies and complementarity of working together towards a harmonized approach in performing their respective duties and functions, the Parties have agreed to formalize their understanding on the acceptable modes of coordination and cooperation between them.
- (D) 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. Coordination and Cooperation

A. Policy Coordination

- 1.1. *Policy Coordination* – A Party will consult the other Party in the drafting and implementation of policies which the other Party may have expertise on as stipulated in their respective enabling laws, rules and regulations.

B. Investigation Assistance and Cooperation

- 1.2. *Notification of Matters*. – Where one Party receives or otherwise becomes aware of any matter that falls within the jurisdiction of the other Party or the regulatory mandate of both Parties, as the case may be, such Party will inform the other party within eight (8) working days from knowledge of such matter (the “Notified Matter”). Where appropriate, the Parties will coordinate on the actions or measures to be taken by each Party in relation to the Notified Matter. Reference to a “matter” or “matters” under this Section includes complaints or queries received by a Party, matters which come to the

attention of a **Party** as a result of inquiries, investigations, examinations, or audits made by a **Party**, and matters that are otherwise brought to the attention of a **Party**, excluding matters obtained through compulsory processes by both **Parties**.

Nothing in this Section will preclude either **Party** from sending notices and/or requesting information or other communication given under, or in connection with the implementation or enforcement of this Agreement pursuant to Section 3 hereof, subject to and/or pursuant to the provisions of the DPA and its IRR, the PCA and its IRR, and other relevant laws and regulations.

Further, nothing in this Agreement will prevent either or both **Parties** from exercising their powers, functions and mandate under the DPA, PCA, and applicable laws and regulations.

- 1.3. *Investigation and Enforcement Support.* – Upon receipt of a request for assistance by one **Party**, the other **Party** will provide investigation and enforcement support to the requesting **Party** on matters relating to the PCA and other competition laws, the DPA, and Sections 1.2 and 1.4 hereof.
- 1.4. *Joint Task Forces.* – Whenever appropriate and to such limitations as their respective legal mandates may provide, the **Parties** may organize joint task forces charged with implementing the coordination and cooperation efforts of the **Parties** under this Agreement. The **Parties** shall mutually agree in writing on the purpose, composition, and operational requirements of each joint task force.

C. Capacity Building

- 1.5. *Capacity-Building.* –The **Parties** may agree to organize joint capacity-building activities for the purpose of promoting coordination and cooperation under this Agreement.

Joint capacity-building may include trainings for personnel of one **Party** by the other or for third parties. The **Parties** may also mutually agree in writing to arrange temporary secondments of staff to one another when, on a case-by-case basis, determined to be appropriate.

Section 2. Access to and Use of Information

- 2.1. *Access to Information and Documents.* – In relation to 1.2, each **Party**, upon the request of the other, will acknowledge the request for information and documents (*e.g.*, reports, analysis, papers, assessments, notices, opinions, and guidelines) which are relevant and necessary to the effective enforcement of the PCA and other competition laws, within two (2) working days from receipt thereof. The **Party** having custody over the requested information will respond no later than six (6) working days from acknowledgement of said request, either denying, granting, or specifying the period within which to provide the information and documents. Access to information and documents under this Section will be subject to the DPA and other applicable rules on data privacy, confidentiality, and privilege under relevant laws, rules, and regulations.
- 2.2. *Confidentiality.* – Except as may otherwise be required or allowed by law and jurisprudence, 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, private, or privileged nature arising from or in any way related to this Agreement, and furnished directly or indirectly by one **Party** to the other.

This duty to hold confidential information shall remain in effect even after the termination of the Agreement, unless required or allowed by court or other relevant laws.

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, private, or privileged by the disclosing **Party**, or is determined to be confidential, private, or privileged pursuant to applicable rules on confidentiality, data privacy, and privilege under relevant laws, rules, and regulations.

- 2.3. *Communications to the Public.* – The **Parties**, where appropriate, shall liaise with each other in preparing statements and responses relating to matters of media interest and as regards arrangements for the publication of information for and consultations with relevant stakeholders.
- 2.4. *Use of Information and Documents.* – The **Parties** agree to limit the use of any and all information and documents obtained pursuant to this Agreement to purposes deemed consistent with the objectives of this Agreement as well as the respective mandates of the Parties.

Section 3. Notices and Authorized Representatives

- 3.1. *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) primarily by electronic mail to the following email addresses:

For NPC: [redacted] and [redacted]

For PCC: [redacted]

A **Party** shall notify the other **Party** in case there will be a change in the email address indicated in this Agreement within five (5) working days from such change.

Alternatively, a **Party** may likewise opt to send any communication by personal delivery or courier to the addresses stated in this Agreement.

A notice is deemed to have been received at the time of delivery. If written notice is given by email, the notice is deemed to have been received as indicated in the read receipt of the email; if such feature is not available, the notice is deemed received at the time of transmission of said email on a business day.

- 3.2. *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 NPC:

Subject	Authorized Representative	Email Address
<i>For MOA administration and enforcement-related concerns and general legal concerns</i>	Office of the Executive Director	[redacted]

For PCC:

Subject	Authorized Representative	Email Address
<i>For MOA administration and enforcement-related concerns, general legal concerns, and merger review policy</i>	Office of the Executive Director	[redacted]

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. General Provisions

- 4.1. *Effectivity.* – This Agreement shall become effective upon execution by the **Parties** and shall remain in force until terminated in accordance with Section 4.3 hereof.
- 4.2. *Continuing Review.* – The **Parties** undertake to keep the operation of this Agreement under review and, in light of experience, execute amendments or supplements to this Agreement for purposes of improving its operation and resolving any issue that may arise during its implementation.
- 4.3. *Termination.* – 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 after the lapse of thirty (30) days following the receipt of such written notice by the other **Party**. Within thirty (30) days upon termination and wherever applicable, all personal data transmitted pursuant to this Agreement shall be returned, destroyed, or disposed of in accordance with the DPA unless otherwise provided by law or any other agreement.
- 4.4. *Reservation of Privileges and Immunities.* – The activities carried out by the **Parties** on the basis of this Agreement shall be without prejudice to the respective privileges and immunities of each **Party**, which are specifically reserved, and which may be invoked at any time.
- 4.5. *Resources.* – The obligations of the **Parties** under this Agreement shall be subject to the available resources and other operational considerations of each **Party**, and to such limitations as their respective legal mandates may provide.
- 4.6. *Legal Effect.* – For the avoidance of doubt, nothing in this Agreement limits the powers or constitutes a waiver of the statutory functions or powers of either **Party**.
- 4.7. *Dispute Settlement.* – The **Parties** shall exert their best efforts to amicably settle any disputes arising out of or in connection with this Agreement. Should the **Parties** fail to agree amicably, the matter shall be settled in accordance with Presidential Decree No. 242 or Prescribing the Procedure for Administrative Settlement or Adjudication of Disputes, Claims and Controversies between or among Government Offices, Agencies and Instrumentalities, including Government-Owned or Controlled Corporations, and for Other Purposes dated July 9, 1973, in relation to the Administrative Code of 1987 dated July 25, 1987.
- 4.8. *Amendments.* – Subsequent revisions, amendments, repeals, and supplements to this Agreement shall be made upon mutual written agreement by the **Parties**.
- 4.9. *Separability.* – 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.
- 4.10. *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.
- 4.11. *No Waiver.* – No failure, omission, or delay of any of the **Parties** in exercising any of its rights, privileges, or remedies hereunder shall operate as a waiver thereof. No waiver or departure from the terms of this Agreement shall be valid unless made in writing and signed by the **Party's** Authorized Representative. Such waiver shall be effective only in the specific instance and the purpose for which it was given.


[Signature page follows]

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 National Privacy Commission:



Atty. John Henry D. Naga
Commissioner and Chairperson

For the Philippine Competition Commission:


Arsenio M. Balisacan, PhD
Chairperson

Witnessed By:


Name: Atty. Win Ronald D.M. Alzona
Position: Executive Director


Name: Kenneth V. Tanate, PhD.
Position: Executive Director

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) s.s.

ACKNOWLEDGMENT

QUEZON CITY FEB 09 2022

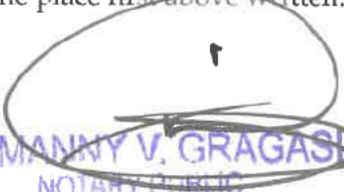
Before me, a notary public for and in _____, this _____, personally appeared the following:

Name	Competent Evidence of Identity/Community Tax Certificate	Date/Place Issued
Atty. John Henry D. Naga		

Known to me to be the same persons who executed the foregoing Memorandum of Agreement consisting of _____ () pages, including the page on which this Acknowledgment is written, and they acknowledged to me that the same is their free and voluntary acts and deeds, as well as that of the agency they herein represent.

WITNESS MY HAND AND SEAL, on the date and in the place first above written.

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Page No. 74
Book No. III
Series of 2022.


ATTY. MANNY V. GRAGASIN
NOTARY PUBLIC
COMMISSION NO. 017 UNTIL DEC. 31, 2022, Q.C.
DPOS BLDG. GRD. FLR., QUEZON CITY HALL
JBF NO. 171381 01-03-22 / QUEZON CITY
PTR NO. 2429993 01-03-22 / QUEZON CITY
ROLL OF ATTORNEY'S NO. 56070
MCLE NO. VI-0023364
TIN NO. 243-085-918

ACKNOWLEDGMENT

Before me, a notary public for and in **QUEZON CITY**, this **FEB 09 2022**, personally appeared the following:

Name	Competent Evidence of Identity/Community Tax Certificate	Date/Place Issued
Arsenio M. Balisacan		

Known to me to be the same persons who executed the foregoing Memorandum of Agreement consisting of seven (7) pages, including the page on which this Acknowledgment is written, and they acknowledged to me that the same is their free and voluntary acts and deeds, as well as that of the agency they herein represent.

WITNESS MY HAND AND SEAL, on the date and in the place first above written.

Doc. No. 269
Page No. 55
Book No. 27
Series of 2022.

Mary Catherine A. Damian
ATTY. MARY CATHERINE A. DAMIAN
Notary Public for Quezon City until December 31, 2022
Per Adm. No. NP-176 (2021-2022)
Unit 9 Bldg. 2, Acacia Support Area, Laurel Avenue, UP Diliman, Quezon City
IBP No. AR21794119; Quezon City Chapter; 01-07-2021 for 2021 and
IBP No. AR034307; 01-06-2021 for 2022
PTR No. 2461451; Quezon City; 01-03-2022
Roll No. 43243; MCLE Compliance No. VI-0023344; 04-14-2022; Pasig City