

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement"), dated 19 September 2025, is entered into in Pasig City, Philippines by and between:

The **PHILIPPINE COMPETITION COMMISSION** ("PCC"), a government agency, created and existing under Republic Act No. 10667, otherwise known as the Philippine Competition Act ("PCA"), with office address at 25/F Vertis North Corporate Center 1, North Avenue, Quezon City, represented herein by its Chairperson, **Michael G. Aguinaldo**;

– and –

The **NATIONAL TELECOMMUNICATIONS COMMISSION** ("NTC"), an independent quasi-judicial body and administrative agency, created and existing under Executive Order No. 546, s. 1979, with office address at NTC Building, Senator Miriam P. Defensor-Santiago Avenue, East Triangle, Diliman, Quezon City, represented herein by its Commissioner, **Ella Blanca B. Lopez**.

(The PCC and the NTC are individually referred to in this Agreement as a "Party" and collectively as the "Parties".)

### RECITALS:

- (A) The PCC was organized and created under Republic Act No. 10667, otherwise known as the Philippine Competition Act, as an independent quasi-judicial body vested with the original and primary jurisdiction over the enforcement of the PCA, which includes the power to conduct inquiries, investigate, and hear and decide cases involving anti-competitive agreements, abuse of dominant position, anti-competitive mergers and acquisitions, and other violations of the PCA.
- (B) The NTC, an independent quasi-judicial body and administrative agency, pursuant to its mandates under Executive Order No. 546, s. 1979; Act No. 3846, as amended, or the Radio Control Law; Commonwealth Act No. 146, as amended by Republic Act No. 11659, or the Public Service Act; Executive Order No. 205, s. 1987; Republic Act No. 7925 or the Public Telecommunications Policy Act; and other related radio and communication laws, is tasked to regulate the installation, operation and maintenance of radio stations both for private and public use; regulate and supervise the provision of public telecommunications services; manage the radio frequency spectrum; as well as regulate and supervise radio and television broadcast stations, cable television and pay television services.
- (C) Republic Act No. 12234 (R.A. No. 12234), otherwise known as An Act Establishing a Comprehensive and Inclusive Data Transmission and Connectivity Framework for the Philippines, was enacted to establish a comprehensive and inclusive data transmission and connectivity framework, aimed at bridging the



digital divide, fostering a competitive and open-access environment in the data transmission sector, and ensuring fair competition within the sector.

- (D) Section 18 of R.A. No. 12234 specifically mandates that the PCC and the NTC shall enter into an agreement to foster and develop interagency cooperation mechanisms, including information-sharing tools, to guide the Parties in the effective performance of their respective mandates and to promote fair competition in the data transmission industry.
- (E) The Parties acknowledge the critical role of collaboration in strengthening their respective mandates. This partnership aims to ensure that all data transmission industry participants observe fair, reasonable, and non-discriminatory treatment in all their dealings, and that barriers to entry are eliminated to make the industry highly competitive.
- (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:

## **ARTICLE I GENERAL PURPOSE**

**Section 1.1.** In recognition of their shared commitment to the effective implementation of R.A. No. 12234, the Parties have agreed to formalize their cooperation through this Agreement. This Agreement seeks to establish an efficient coordination mechanism to enforce the said Act, facilitate information sharing, joint market monitoring, and the development of policy and regulatory reforms that will support a highly competitive and inclusive industry.

## **ARTICLE II COORDINATION AND COOPERATION**

**Section 2.1. *Notification of Matters.*** – Where a Party (“Notifying Party”) takes cognizance of, or otherwise becomes aware of any concern or controversy that may fall under the jurisdiction of the other Party, the Notifying Party shall inform the other Party in writing (“Notification”) within a period of thirty (30) days upon knowledge of such concern or controversy.

This Notification shall be a mechanism enabling both Parties to engage in consultations and coordination, as necessary, to determine the appropriate course of action in connection with the subject matter of the Notification. All pertinent documents and records in relation to the notification made, shall be transmitted within fifteen (15) days from receipt of a written request from the concerned Party.

**Section 2.2. *Monitoring.*** – Embracing a proactive and collaborative approach, the Parties agree and acknowledge their shared responsibility in the monitoring, prevention, and detection of anti-competitive agreements or abuses of dominant position that substantially



restrict, prevent, or lessen competition, as well as mergers and acquisitions which may have anti-competitive effects in the relevant market.

**Section 2.3. Policy Coordination.** – The Parties shall jointly identify key issues and areas of concern in the data transmission sector and formulate strategies and action plans to effectively address them. The Parties shall consult each other in the formulation, drafting, and implementation of policies that significantly impact competition in said sector, and shall ensure the enactment and implementation of rules, regulations, guidelines and other measures that:

1. Prohibit or restrict practices that hamper or impede competition;
2. Support growth and development of businesses to the end of fostering a fair and competitive environment and promotion of inclusive economic growth; and
3. Ensure compliance with R.A. No. 12234, the PCA, and other related laws and regulations.

**Section 2.4. Joint Task Force, and Support.**

**2.4.1. Joint Task Force.** – Whenever necessary and appropriate, the Parties may organize a joint task force, upon the initiative of either Party by submitting a written request to the other, subject to the concurrence of the latter. The Parties shall jointly determine, among others, the purpose, composition, and operational requirements of the joint task force.

**2.4.2. Logistical and Operational Support** – The Parties undertake to closely coordinate and collaborate with each other in detecting, investigating, and prosecuting violations of R.A. No. 12234, the PCA and other related laws, and shall extend all reasonable assistance, including logistical and operational support, to each other.

In addition to the information that may be provided under Section 2.5 hereof, the NTC shall, as far as practicable, provide technical assistance and support to authorized PCC personnel in aid of the investigation and enforcement activities, evaluation of mergers and acquisitions, market monitoring of the PCC, and other activities requiring joint operations of the Parties under R.A. No. 12234,. Each Party shall make available qualified personnel and technical resources, as required to assist in the successful implementation of joint initiatives, projects, and enforcement actions, particularly those set forth under R.A. No. 12234.

To ensure effective workflow and prevent delays, the Parties agree to streamline their timelines for parallel assessments and related activities. Each Party shall closely coordinate and align its schedules for conducting evaluations, reviews, and assessments, particularly for activities requiring joint involvement of the Parties, as set forth under R.A. No. 12234. This streamlining ensures that the Parties collaborate, optimizing efficiency and minimizing any potential gaps or disruptions in the execution of their shared responsibilities.



**Section 2.5. Access to and Use of Information.**

2.5.1. *Information Sharing.* – Each Party, upon written request from the other, shall provide direct access to information and documents that are relevant and necessary for the effective enforcement of this Agreement, R.A. No. 12234, the PCA, and other related laws and regulations.

2.5.2. *Compliance Period.* – Unless otherwise specified, all written requests made under this Section shall be subject to a standard compliance period of fifteen (15) days, commencing from the date of receipt of the written requests by the requesting party.

Other requests for information shall be subject to a different period:

| Type of Information Requested                                                                                                                                                                                                                                                                                                                | Compliance Period                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| Matters related to requests for assignment or joint use of spectrum. <sup>1</sup>                                                                                                                                                                                                                                                            | Five (5) calendar days from receipt of the written request. |
| Matters or information pertaining to PCC’s Merger and Acquisition Office reviews, investigations, and evaluations of mergers and acquisitions which are likely to substantially prevent, restrict, or lessen competition in the relevant market or in the market for goods or services.                                                      | Five (5) working days from receipt of the written request.  |
| Matters or information pertaining to PCC’s Competition Enforcement Office, including monitoring, prevention, detection, investigation, and prosecution of anti-competitive agreements or abuses of dominant position that substantially prevent, restrict, or lessen competition, as generally provided under Sections 14 and 15 of the PCA. |                                                             |
| Other matters or information required under R.A. No. 12234, its Implementing Rules and Regulations, and related issuances.                                                                                                                                                                                                                   | Ten (10) working days from receipt of the written request.  |

2.5.3. *Confidentiality.* – 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 requests for information, 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.

For purposes of this Agreement, requests or information labeled or designated as confidential, private, or privileged by the requesting or disclosing Party or pursuant to applicable laws, rules, and regulations shall be treated with full confidentiality.

<sup>1</sup> Pursuant to Section 10 of R.A. No. 12234, or the *Konektadong Pinoy* Act.



2.5.4. *Use of Information and Documents.* – The Parties shall limit the use of all documents, records, data, and other information obtained pursuant to this Agreement to purpose/s indicated in the request for information.

2.5.5. *Use of Personal or Sensitive Information.* – Any processing of personal or sensitive information shall be governed by the rules set forth in Republic Act No. 10173, otherwise known as the Data Privacy Act of 2012.

2.5.6. *Communications to the Public.* – The Parties, when appropriate and in matters of common interest, shall liaise with each other and collaborate in the conduct of consultations with relevant stakeholders and the publication of information for public consumption, including the preparation of official statements, bulletins, press releases and responses to media or press inquiries.

## **Section 2.6. Capacity Building.**

2.6.1. *Scope of Capacity Building.* – Subject to the availability of resources and operational considerations, the Parties may agree to organize joint capacity-building activities to enhance the knowledge and skills of their key personnel undertaking functions relevant to market competition. Capacity-building activities may include:

- a. Case conferences, roadshows, courses, workshops, secondments or specialized trainings;
- b. Partnerships to disseminate information, education, and communication (IEC) materials on competition law in compliance with the National Competition Policy (NCP); or
- c. Any other activity as may be mutually agreed upon by the Parties.

2.6.2. *Implementation of Capacity Building Activities.* – The details of the capacity building activities, including the sharing of costs, facilities, and equipment, shall be contained in a separate supplemental agreement to be executed by the Parties. The Parties shall obtain the necessary approval for activities requiring inter-agency fund transfers.

**Section 2.7. Consultative Meetings.** – Upon written request of either Party, consultative meetings may be conducted regarding matters of common concern, including the effective implementation of this Agreement, matters involving the PCC’s merger review, enforcement powers, market studies, competition impact assessments, and the exercise of the respective mandates of the Parties in the data transmission sector, particularly those under R.A. No. 12234. High-level meetings concerning matters that require immediate attention may also be made through a written request under this Section.

## **ARTICLE III RESOURCE SHARING**

**Section 3.1. Scope of Resource Sharing.** – The Parties recognize the paramount importance of resource sharing as it promotes synergy, efficiency, and optimal utilization of available resources. Hence, the Parties hereby acknowledge and agree that:



- a. The PCC may also offer the same support to the NTC for its advocacy and capacity-building activities; and
- b. Both Parties shall engage in cooperative efforts to ensure the seamless sharing of resources and efficient performance of their respective operations.

Requests made pursuant to this section shall be in writing, clearly indicating the purpose of the resource to be shared. Other details such as the activity to be undertaken, its duration, number of personnel involved, and other relevant details shall also be included in the request.

**ARTICLE IV**  
**AUTHORIZED REPRESENTATIVES AND NOTICES**

**Section 4.1. 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 PCC:

| Subject                                                                                                                        | Authorized Representative | Email Address/es |
|--------------------------------------------------------------------------------------------------------------------------------|---------------------------|------------------|
| <i>For merger review, policy, enforcement-related concerns, general legal concerns and matters pursuant to R.A. No. 12234.</i> | Executive Director        |                  |

For NTC:

| Subject                                                                                                                  | Authorized Representative | Email Address/es |
|--------------------------------------------------------------------------------------------------------------------------|---------------------------|------------------|
| <i>For enforcement-related concerns, legal concerns, general concerns, and other matters pursuant to R.A. No. 12234.</i> | Director, Legal Branch    |                  |

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 4.2. 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) through any of the following modes:

- a. By courier or personal delivery to the addresses stated in this Agreement; or
- b. By electronic mail to the following email addresses:

For PCC: [REDACTED] with a copy to the email address of the relevant Authorized Representative(s) specified in Section 4.1, if applicable.

For NTC: [REDACTED] with a copy to the email address of the relevant Authorized Representative(s) specified in Section 4.1, if applicable.

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 its transmission. As a general rule, in both instances, written notice received on a holiday or weekend shall be deemed received on the next business day.

## **ARTICLE V GENERAL PROVISIONS**

**Section 5.1. *Effectivity.*** – This Agreement shall become effective upon execution by the Parties and shall continue to be in force and effect until otherwise amended, revised, or terminated in writing by the Parties.

**Section 5.2. *Legal Effect.*** – Nothing in this Agreement limits the powers or constitutes a waiver of the statutory functions or powers of either Party.

**Section 5.3. *Continuing Review and Amendments.*** – The Parties undertake to keep the operation of this Agreement under review every three (3) years, or as necessary. The Parties may execute revisions, amendments, repeals, or supplements upon mutual written agreement, for purposes of improving its efficiency in resolving any issue that may arise during its implementation.

**Section 5.4. *Separability.*** – If any one of the provisions contained in this Agreement shall be declared invalid, illegal or unenforceable in any respect by reason or on the occasion of changes in relevant laws and jurisprudence, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

**Section 5.5. *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.

**Section 5.6. *Governing Laws on Disputes.*** – The laws of the Philippines shall govern all matters arising out of or relating to this Agreement. Any dispute occurring in the course of the execution and performance of this Agreement shall be settled amicably through



negotiations by the Parties. The Parties shall make earnest efforts to amicably resolve such disputes or differences by mutual consultation. In case of failure to reach an amicable settlement, the issue shall be submitted for resolution 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 9 July 9 1973, in relation to Executive Order No. 292, otherwise known as the Administrative Code of 1987.

**Section 5.7. Termination.** – Either Party may terminate this Agreement, with or without cause, by serving a written notice of termination to the other Party no less than thirty (30) calendar days prior to the date of the intended termination. Any existing Task Force shall be deemed dissolved upon termination of this Agreement.

**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.

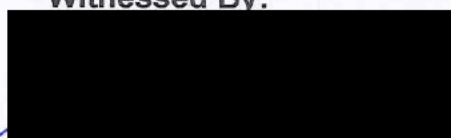
**For the Philippine Competition  
Commission:**

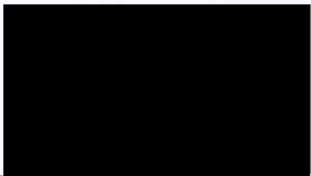
  
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**Michael G. Aguinaldo**  
Chairperson

**For the National  
Telecommunications Commission:**

  
\_\_\_\_\_  
**Ella Blanca B. Lopez**  
Commissioner

**Witnessed By:**

  
\_\_\_\_\_  
**Kenneth V. Tanate, PhD.**  
Executive Director

  
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**Andres D. Castelar, Jr.**  
Deputy Commissioner