



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE PHILIPPINE COMPETITION COMMISSION (PCC)

AND

THE MALAYSIA COMPETITION COMMISSION (MyCC)

IN THE FIELD OF

COMPETITION LAW, ENFORCEMENT AND POLICY

(hereinafter referred to individually as “Participant” or collectively as the “Participants”),

RECOGNISING the existing friendly relations and mutual interests between the Participants,

EXPRESSING the wish to promote cooperation in the field of competition

policy and competition law enforcement of the States of the Participants,

AIMING at the creation of favorable conditions for the development of bilateral relations,

BASED on principles of equality and mutual benefit,

UNDERLINING the role of competition in the effective development of market economy,

RECOGNISING the importance of effective international cooperation on competition law enforcement regarding anticompetitive practices of cross-border nature, and

CONVINCED of the necessity of a lasting and effective co-operation in the interest of the Participants;

HAVE REACHED THE FOLLOWING UNDERSTANDINGS:

Paragraph I Purpose

The Participants, subject to the provisions of this Memorandum of Understanding (hereinafter referred to as "Memorandum") and the laws, rules,

regulations and national policies from time to time in force in the Participant States, will endeavour to strengthen and promote cooperation in competition law enforcement and competition policy.

Paragraph II Definitions

For purposes of this Memorandum: "Competition Laws" means:

(a) for the PCC: the Philippine Competition Act (Republic Act No. 10667) its implementing rules and regulations and relevant issuances; and

(b) for the MyCC: the Competition Act 2010 (Act 712), the Competition Commission Act 2010 (Act 713) and its accompanying guidelines

as well as any amendments¹ and other laws or regulations the Participants jointly decide in writing to be competition laws for the purpose of this Memorandum;

“Enforcement Activities” means any enquiry, proceeding, or investigation conducted by a Participant in relation to the application of the competition laws of its country to proscribe anti-competitive activities;

“Anti-Competitive Activities” means any conduct or transaction that may be subject to penalties or remedies under the competition laws of the respective countries;

“Information” means any information in the possession or control of a Participant; and

“Territory” means the territory in which a Participant has jurisdiction.

Paragraph III Scope of Cooperation

Each Participant will, subject to the laws, rules, regulations and national policies from time to time in force, governing the subject matter in their respective countries, as well as reasonably available resources, endeavour to take necessary steps to encourage and promote co-operation in the following

¹ Each Participant will notify the other as soon as practicable of any substantive amendments to the competition laws of its territory.

forms:

- (a) regular dialogue between the Participants;
- (b) exchange of information on legislative developments;
- (c) sharing of best practices through the exchange of information and experiences on matters of mutual interest, including:
 - i. information and experiences relating to enforcement of competition laws;
 - ii. merger regulation, review and analysis, where applicable and subject to the existence of a merger regime;
 - iii. issues of mutual interest such as specialised studies, experiences on competition law enforcement and recent key developments, as well as trends in sectors, markets and economic activities important to consumers and businesses; and
 - iv. effective competition, policies, laws and regulations.
- (d) exchange of experience regarding the relations between competition authorities and national regulatory agencies;
- (e) technical cooperation for the purpose of enhancing each Participants' competition law enforcement capacity through training programs, workshops and research collaborations;
- (f) cooperation related to the application of competition laws, including the sharing of competition law enforcement experience, the sharing of significant developments regarding the competition laws of their respective territories, training courses, seminars or workshops, staff exchanges and other similar cooperation on a bilateral basis, or in collaboration with other

competition authorities and international organisations; and
(g) cooperation to respond to discussions on multilateral competition issues and competition law enforcement.

Paragraph IV Notification

Each Participant shall endeavor to notify the other Participant of any enforcement or potential anti-competitive activities that may substantially affect the important interests of the other Participant, provided such notification does not contravene the laws or enforcement activities of the notifying Participant.

Paragraph V Exchange of Information

Each Participant may, upon request, provide the other Participant with information that is relevant to the enforcement activities of the requesting Participant to the extent consistent with the laws and regulations, important interests and reasonably available resources of the providing Participant. The Participants shall maintain the confidentiality of such information, consistent with Paragraph VIII of this Memorandum.

Each Participant will respect the other Participant's autonomy in the performance of its functions and discharge of its duties pursuant to its laws and regulations.

Paragraph VI Work Plan

The Participants may jointly establish an annual work plan to identify particular activities to be carried out each year and may supplement and modify the work plan as jointly decided by the Participants. In reviewing the progress of activities undertaken pursuant to this Memorandum and updating the work plan, the Participants may hold conference calls or meetings as necessary and establish points of contact as detailed in the next Paragraph regarding activities

to be conducted under this Memorandum.

Paragraph VII Communications

The Participants will appoint the following liaisons for the purpose of facilitating coordination based on this Memorandum and will effectively operate sufficient interchanges and cooperation between the liaisons.

Philippine Competition Commission (PCC):

Contact Point : Office of the Chairperson

Address :

Tel :

Fax :

Email : with copies to

Malaysia Competition Commission (MyCC):

Contact Point : Chief Executive Officer

Address :

Tel :

Fax :

Email : , with copies to

Communications between the Participants may be carried out by telephone, electronic mail, videoconference, meeting or other means as may be practicable. Each Participant shall notify the other Participant in the event of any changes to the details of the Contact Point.

Paragraph VIII Resources

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

Paragraph IX Confidentiality

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

Any information communicated by one Participant to the other, pursuant to this Memorandum, shall be used solely for the purpose of effective enforcement of competition law. Such information shall not be used in criminal proceedings.

Each Participant shall undertake to observe the secrecy and confidentiality of documents, information and other data received or supplied to the other Participant during the period of the implementation of this Memorandum or any other implementing arrangements made pursuant to this Memorandum.

All materials, documents, information and other data received other than publicly available information during the period of implementation of this Memorandum shall not be made available to any third party without prior written consent or authorisation of the other Participant, unless disclosure is required by the laws or the courts of the territory of the requesting Participant.

Notwithstanding, each Participant shall oppose, to the fullest extent possible consistent with that Participant's laws, any application by a third party for disclosure of any documents, information or other data received or supplied from the other Participant.

Both Participants agree that the provisions of this Paragraph shall continue to be effective between the Participants notwithstanding the termination of this Memorandum.

Paragraph X Use of Name, Logo and Emblems

The use of name, logo and/or official emblem of any of the Participants on any publication, document and/or paper is prohibited without prior approval of either Participant.

Paragraph XI Laws and Legal Effect

This Memorandum shall not create any legally binding obligations between the Participants under domestic or international law and shall not be deemed to constitute or create any legally binding or enforceable obligations expressed or implied. This Memorandum shall not confer or create any rights, privileges or benefits on any third party or person.

Nothing in this Memorandum shall affect the rights and obligations of the Participants under any agreements or memoranda in which the Participants are party to.

Paragraph XII Interpretation and Application

The Participants shall discuss any questions and differences arising out of this Memorandum including questions on its interpretation or application and shall

address them amicably by consultations and negotiations between the Participants, through diplomatic channels, in as timely and practicable a manner as circumstances permit and shall not be referred to any Tribunal or third party for settlement.

Paragraph XIII Effectivity, Duration and Termination

- a. The cooperation under this Memorandum shall take effect on the date of signature and shall remain in effect until terminated.
- b. This Memorandum shall take into effect on the date of signature and shall remain in effect for an unlimited period of time, unless otherwise decided by the Participants.
- c. This Memorandum 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, through diplomatic channels.
- d. Any revision, modification or amendment shall not prejudice the benefits and commitments arising from or based on this Memorandum before or up to date of such revision, modification or amendment.
- e. Either Participant may terminate the cooperation under this Memorandum upon giving thirty (30) days written notice to the other Participant through diplomatic channels. The Participants shall consult to determine how any outstanding matters will be dealt with.
- f. Supplementary arrangements to implement this Memorandum may be made with the mutual written consent of the Participants, through diplomatic channels.

Unless otherwise terminated, this Memorandum shall apply to any successor of either Participant.

Signed in Kuala Lumpur on 30 October 2025 in two (2) original copies, each in English and each text being equally valid.



FOR THE PHILIPPINE
COMPETITION COMMISSION OF
THE PHILIPPINES

MICHAEL G. AGUINALDO
CHAIRPERSON



FOR THE MALAYSIA
COMPETITION COMMISSION OF
MALAYSIA

TAN SRI DATO' SRI IDRUS HARUN
CHAIRMAN