

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement"), dated OCT 23 2025, is entered into in CITY OF MANILA, 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 **ATTY. MICHAEL G. AGUINALDO**;

- and -

The **DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS** ("DPWH"), established by virtue of Executive Order No. 124, s.1987, with office address at Bonifacio Drive, Port Area, Manila City, represented herein by its Secretary, **HON. VIVENCIO B. DIZON**.

(The PCC and the DPWH 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 (R.A.) 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 DPWH was organized and created under Executive Order (E.O.) No. 124, s.1987, and further institutionalized by E.O. No. 292, s.1987, as the State's engineering and construction arm, tasked with carrying out the planning, design, construction, and maintenance of infrastructure facilities, especially national highways, flood control and water resources development systems, and other public works;
- (C) 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 the significant efficiency gains of working together towards a harmonized approach in performing their respective duties and functions, the Parties have agreed to formalize an agreement that aims to strengthen cooperation between the Parties and establish an efficient coordination mechanism to facilitate the enforcement of the Parties' respective mandates, capacity building, information sharing, as well as policy and regulatory reforms.

ARTICLE II COORDINATION AND COOPERATION

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

This Notification shall be a mechanism to enable both Parties to engage in consultations and coordination, as necessary, to determine the appropriate course of action of each Party in connection with the subject matter of the Notification. All pertinent documents and records in relation to the Notification shall be transmitted within five (5) 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 any anti-competitive agreements or abuses of dominant position that substantially restrict, prevent, or lessen competition in the relevant market.

Section 2.3. *Policy Coordination.* – The Parties shall consult each other in the formulation, drafting, and implementation of policies that significantly impact competition in relation to public procurement, and shall ensure the enactment and implementation of policies and measures that:

1. Prohibit or restrict practices that hamper or impede competition; and/or,
2. Support growth and development of businesses to foster a fair and competitive environment and inclusive economic growth.

Further, the Parties shall also work together in reviewing existing rules, policies, regulations, and guidelines of the DPWH to ensure compliance with the PCA, the National Competition Policy (NCP), and other applicable competition laws and regulations. The Parties shall also jointly identify key issues and areas of concern in public procurement and formulate strategies and action plans to effectively address them.

Section 2.4. *Investigation and Enforcement 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 Support.* - The Parties undertake to closely coordinate and collaborate with each other in detecting, investigating, and prosecuting violations of the PCA and other competition-related laws and shall extend all reasonable assistance to each other.

To aid the PCC in the conduct of its investigation and enforcement activities, evaluation of mergers and acquisitions, and market monitoring, the DPWH may provide support, such as but not limited to:

1. Use of available meeting room and office equipment (e.g., printers, photocopiers, scanners); and,
2. Distribution and dissemination of data gathering materials (e.g., market surveys, market inquiries, interview questionnaires)

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 (e.g., government procurement bid documents, reports, data sets, registry, analyses, papers, assessments, notices, opinions, and guidelines) within its custody or control. Requests under this section shall be limited to information and documents that are relevant and necessary for the effective enforcement of this Agreement, the PCA, and other competition-related laws and policies. Access to information and documents under this Section shall be subject to applicable rules on confidentiality, data privacy, and privilege under relevant laws, rules, 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 request by the requesting party. However, requests for the following information shall be subject to the period stated below:

Type of Information Requested	Compliance Period
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 the monitoring, prevention, detection, investigation, and prosecution of anti-competitive agreements or abuses of dominant position that substantially restrict, prevent, or lessen competition, as generally provided under Sections 14 and 15 of the PCA .	

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 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, information labeled or designated as confidential, private, or privileged by the disclosing Party or pursuant to applicable laws, rules, and regulations shall be treated with full confidentiality.

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 the 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, and its implementing rules and issuances.

2.5.6. Communications to the Public. – The Parties, when appropriate, shall liaise with each other in preparing press statements or responses to inquiries made by members of the media relating to matters of common interest. They shall also collaborate in organizing the publication of information and in conducting consultations with relevant stakeholders.

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 respective personnel. Capacity-building activities may include the following:

1. Case conferences, roadshows, courses, workshops, secondments, or specialized trainings;
2. Partnerships to disseminate information, education, and communication materials on competition law in compliance with the NCP; and,
3. Any other activity as may be mutually agreed upon in writing 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, and the obligations of each Party in relation thereto, 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 and enforcement powers, advocacy activities, and the exercise of the respective mandates of the Parties in public procurement transactions. 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:

1. The Parties may support each other in their advocacy and capacity-building activities, subject to the applicable rules and regulations; and,
2. 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 the PCC:

Subject	Authorized Representative	Email Address
<i>For merger review, policy, enforcement-related concerns, and general legal concerns</i>	Executive Director	

For DPWH:

Subject	Authorized Representative	Email Address
<i>For information with respect to case referrals and general legal concerns</i>	Director, Office of the Secretary	

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:

1. By courier or personal delivery to the addresses stated in this Agreement; or
2. By electronic mail to the email addresses stated in this Agreement.

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 within business hours on a business day.

ARTICLE V GENERAL PROVISIONS

Section 5.1. Effectivity. – This Agreement shall become effective upon execution by the Parties and shall remain and 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 mandate or 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 implementation of this Agreement under review. The Parties may execute revisions, amendments, repeals, or supplements upon mutual written agreement, for purposes of improving their efficiency in resolving any issue that may arise during its effectivity.

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 effort 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 July 9, 1973, in relation to the Administrative Code of 1987 dated July 25, 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:**



Atty. Michael G. Aguinaldo
Chairperson

**For the Department of Public
Works and Highways:**



Hon. Vivencio B. Dizon
Secretary

Witnessed By:



Kenneth V. Tanate, PhD
Executive Director



Atty. Ricardo P. Bernabe III
*Undersecretary for the
Office of the Secretary*

REPUBLIC OF THE PHILIPPINES)
CITY OF CITY OF MANILA) S.S.

ACKNOWLEDGMENT

Before me, a notary public for and in CITY OF MANILA this OCT 23 2025
2025, personally appeared the following:

Name	Competent Evidence of Identity	Date/Place Issued
Michael G. Aguinaldo		
Vivencio B. Dizon		

known to me to be the same persons who executed the foregoing Memorandum of Agreement consisting of eight (8) pages, including the page on which this Acknowledgment is written, and they acknowledged to me that the same is their free and voluntary act and deed, as well as that of their respective principals.

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

Doc. No. 490 ;
Page No. 97 ;
Book No. 1 ;
Series of 2025.

Rachelle N. Manango
ATTY. RACHELLE N. MANANGO
Notary Public for City of Manila
Commission No. 2024-066 until 12-31-25
Unit 111, Manila Residences-Bocobo, J. Bocobo St., Ermita, Manila
Roll No. 86421 IBP No. 488324/12/27/2024
PTR NO. MLA 2118351 / 01-21-25/ City of Manila
MCLE No. Admitted to the Bar on 05/02/23