

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement ("Agreement"), dated 06.02.2025 2025, is entered into by and between:

The **CITY GOVERNMENT OF PASIG** ("City of Pasig"), a local government unit constituted under the laws of the Republic of the Philippines, with office address at Eulogio Amang Rodriguez Ave., Brgy. Rosario, Pasig City, represented herein by its Honorable City Mayor, **VICTOR MA. REGIS N. SOTTO**, as duly authorized by Sangguniang Panlungsod Resolution No. 72-12, s. 2025;

- and -

The **PHILIPPINE COMPETITION COMMISSION** ("PCC"), an 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**.

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

**RECITALS:**

- (A) The City of Pasig, as a local government unit ("LGU"), shall exercise such powers necessary, appropriate, or incidental for its efficient and effective governance, and those which are essential to enhance economic prosperity and social justice, as provided under Republic Act ("R.A.") No 7160 otherwise known as the Local Government Code;;
- (B) The PCC was organized and created under R.A. No. 10667, otherwise known as the Philippine Competition Act, as an independent quasi-judicial body vested with 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 agreements, abuse of dominant position, anti-competitive mergers and acquisitions, and other violations of the PCA.
- (C) The Parties recognize that it is essential to collaborate to promote a culture of competition across the country. The PCC, by providing the means to promote pro-competitive principles in governance, actively seek to engage the City of Pasig to champion competition advocacy ("Competition Champions");

**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 among the Parties and establish an efficient coordination mechanism to facilitate competition law enforcement, capacity building, as well as policy and regulatory reforms that are inclusive in scope and comprehensive in application.

## **ARTICLE II**

### **COORDINATION AND COOPERATION**

**Section 2.1. *Policy Coordination.*** – The City of Pasig shall consult with the PCC in the formulation, drafting, and implementation of policies and legislations that significantly impact market competition within its territorial jurisdiction. The Parties shall collaborate to identify key competition issues and areas of concern in the locality and formulate strategies and action plans to effectively address them.

The City of Pasig shall institutionalize the use of a manual of market competition principles or competition impact assessment checklist, to be developed by the PCC, to guide legislators and policymakers in drafting legislation and policies affecting businesses within its jurisdiction.

The PCC shall support the City of Pasig in ensuring that existing ordinances are in line with the National Competition Policy.

#### **Section 2.2. *Investigation and Enforcement Support***

**2.2.1. *Information Sharing.*** – Upon written request, the City of Pasig shall provide the PCC with available business and market information in its custody or control within five (5) days from the date of receipt of the request, which may be extended upon reasonable request. Requests under this section shall be limited to information and documents that are relevant and necessary for the effective implementation and enforcement of this Agreement, the PCA, and the other competition-related laws and policies, subject to laws and rules relating to confidentiality and data privacy.

**2.2.2. *Small-Scale Competition Cases.*** – The Parties recognize the importance of immediately addressing anti-competitive practices in local economic governance. To this end, the Parties shall develop mechanisms for handling small-scale competition-related cases that fall within the territorial jurisdiction of the City of Pasig. These mechanisms should provide the City of Pasig with an opportunity to address complaints and queries expediently pursuant to the exercise of its powers under the Local Government Code without prejudice to any course of action the PCC may take under the PCA.

In line with this, the PCC shall assign a focal person to assist the City of Pasig in addressing competition-related complaints and queries.

**2.2.3. *Detecting Possible Bid Rigging Activities.*** – The PCC shall provide the City of Pasig access to a bid rigging screening tool for the latter's procurement activities. In addition, the PCC shall train the employees, officers, and other personnel of the City of Pasig in the use of the bid rigging screening tool. The access to and use of the said tool shall come at no cost to the City of Pasig.

**2.2.4. *Other Investigation and Enforcement Support.*** – The Parties shall extend all reasonable assistance to each other in the detection, investigation, case build-up, and prosecution of violations of the PCA and other competition-related laws. Requested assistance under this section may extend to possible

deputization of officials, enforcers or employees of the City of Pasig for the enforcement and monitoring of PCC decisions, orders, or other issuances.

### **Section 2.3. Capacity-Building**

2.3.1. *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 key personnel performing functions relevant to achieving the objectives of the PCA, and external stakeholders within the City of Pasig. Capacity-building activities may include:

- a. workshops or specialized trainings for officials, policymakers, legislative staff and relevant employees of the City of Pasig, to capacitate them in addressing competition concerns within their locality and assessing existing policies and legislation with foreseeable impact on market competition;
- b. partnerships to disseminate information, education, and communication (IEC) materials on competition law in compliance with the NCP;
- c. Competition advocacy activities for the business sector (i.e. the promotion of the Competition Compliance Program Toolkit); and
- d. any other activity as may be mutually agreed upon in writing by the Parties.

2.3.2. *Implementation of Capacity-Building Activities.* – The PCC shall conduct the capacity-building activities, subject to the availability of their resources, which shall include the provision of trainers and IEC materials, development of modules, and other similar services. The City of Pasig shall provide logistical support in the conduct of these capacity-building activities through provision of space, lease of venue, participation of its key officials, stakeholders, and employees, or other similar support, subject to the availability of resources.

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 approvals for activities requiring inter-agency fund transfers.

**Section 2.4. Consultative Meetings.** – Upon written request of either Party, consultative meetings may be arranged to discuss matters of common concern or interest, including the effective implementation of this Agreement, matters involving the PCC's merger review and enforcement powers, and the exercise of the respective mandates of the Parties. High-level meetings concerning matters that require immediate attention may also be made through a written request under this Section.

## **ARTICLE III AUTHORIZED REPRESENTATIVES AND NOTICES**

**Section 3.1. 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 City of Pasig:

| Subject                                  | Authorized Representative     | Email Address |
|------------------------------------------|-------------------------------|---------------|
| General legal and information concerns   | <div>City Administrator</div> |               |
| Business Permit and Licensing Department | <div>Officer-in Charge</div>  |               |
| Procurement                              | <div>Officer-in-Charge</div>  |               |

For the PCC:

| Subject                                                                   | Authorized Representative     | Email Address |
|---------------------------------------------------------------------------|-------------------------------|---------------|
| For merger review, policy, enforcement-related, or general legal concerns | <div>Executive Director</div> | <div>or</div> |
| For referral of anti-competitive matters                                  | <div>Executive Director</div> |               |

Each Party may appoint additional Authorized Representative(s), as may be necessary for the efficient implementation of this MOA. 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 3.2. Notices.** – Any notice, request, or other communication given under, or in connection with the implementation of this MOA shall be in writing and sent by the concerned Party's Authorized Representative through any of the following modes:

1. By courier to the address stated in this Agreement; or
2. By electronic mail to the following email addresses mentioned in Sec. 3.1 of this MOA.

A 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 on a business day.

#### ARTICLE IV GENERAL PROVISIONS

**Section 4.4. Effectivity.** – This MOA shall become effective upon execution by the Parties and shall remain and continue to be in force and effect until otherwise amended or revised in writing by the herein Parties. This MOA shall remain in effect unless terminated in writing, with 60-day prior notice by either the City of Pasig or the PCC.

**Section 4.5. Legal Effect.** – For the avoidance of doubt, nothing in this MOA limits the powers or constitutes a waiver of the statutory functions or powers of either Party. Neither does this result in the divestment, in whole or in part, of the jurisdiction of either Party.

**Section 4.6. Amendments.** – Subsequent revisions, amendments, repeals, and supplements to this MOA shall be made upon mutual written agreement by the Parties.

**Section 4.7. Separability.** – If any one of the provisions contained in this MOA 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.

**Section 4.8. Dispute Resolution.** – The Parties shall endeavor to resolve any dispute, claim or controversy which may arise out of or in connection with this MOA promptly and amicably. However, in the event that the Parties fail to reach any settlement within such a period, all claims, disputes and controversies arising from or relating to this Agreement shall be brought before the proper courts of the City of Pasig to the exclusion of all other courts.

**Section 4.9. 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.

**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.

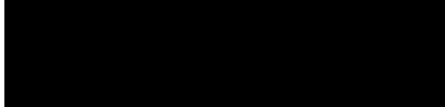
**For the City Government of Pasig:**

**For the Philippine Competition Commission:**

  
\_\_\_\_\_  
**VICTOR MA. REGIS N. SOTTO**  
City Mayor

  
\_\_\_\_\_  
**MICHAEL G. AGUINALDO**  
Chairperson

**Witnessed By:**

  
\_\_\_\_\_  
**ATTY. JERONIMO U. MANZANERO**  
City Administrator

  
\_\_\_\_\_  
**KENNETH V. TANATE**  
Executive Director

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

FIRST ACKNOWLEDGMENT

Before me, a notary public for and in Pasig City this \_\_ day of 20 OCT 2025 2025, personally appeared the following:

| Name | Competent Evidence of Identity | Date/Place Issued |
|------|--------------------------------|-------------------|
|      |                                |                   |

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 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. 333;  
Page No. 67;  
Book No. 8;  
Series of 2025.

  
TOSCA LEIRA E. L. G. MANSUJETO  
Notary Public  
For and in Pasig City & Municipality of Pateros  
Appointment No. 26  
Until 31 December 2025  
PTR No. 3038709, 07 January 2025, Pasig City  
IBP No. 501032, 07 January 2025, RSM  
Roll of Attorneys No. 69990  
MCLE Compliance No. VIII-0018380  
Valid until 14 April 2028  
54B C. Raymundo Avenue, Sagad, Pasig City

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

SECOND ACKNOWLEDGMENT

Before me, a notary public for and in Quezon City this OCT 16 2025 day of \_\_\_\_\_ 2025, personally appeared the following:

| Name | Competent Evidence of Identity | Date/Place Issued |
|------|--------------------------------|-------------------|
|      |                                |                   |

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 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. 69 ;  
Page No. 15 ;  
Book No. IV ;  
Series of 2025.



**ATTY. FIDEL RICO Y. NINI, CPA**  
Notary Public for Quezon City  
Appointment No. NP-233  
Until 31 December 2025  
PTR No. 7122989 / 21 Jan 2025 / Quezon City  
IBP No. 504466 / 10 Jan 2025 / Quezon City Chapter  
Roll of Attorneys No. 79010  
MCLE Compliance No. VIII-0023674  
Avida Vita Tower 2, Brgy. Bagong Pag-asa, Quezon City