

MEMORANDUM OF AGREEMENT

between

The INTERNATIONAL RICE RESEARCH INSTITUTE (IRRI)

and

The PHILIPPINE COMPETITION COMMISSION (PCC)

for

STRATEGIC PARTNERSHIP ON INSTITUTIONAL AND TECHNICAL KNOWLEDGE SHARING, AND CAPABILITY ENHANCEMENT

This Memorandum of Agreement (Agreement) entered into and executed by and between:

The INTERNATIONAL RICE RESEARCH INSTITUTE (hereinafter called IRRI), represented in this Agreement by its **Director General, Dr. Yvonne Pinto**, with its headquarters seat located at the Municipality of Los Baños, Province of Laguna, Republic of the Philippines,

-and-

The PHILIPPINE COMPETITION COMMISSION (hereinafter called PCC), represented herein by its **Chairperson, Michael G. Aguinaldo**, with its office address at 25/F, Vertis North Corporate Center 1, North Avenue, Quezon City, Republic of the Philippines,

(The IRRI and PCC are also referred to individually in this Agreement as "Party" and collectively as "Parties")

WITNESSETH: That-

WHEREAS, IRRI is a nonprofit, autonomous international research organization duly recognized under the Agreement Recognizing the International Legal Personality of the International Rice Research Institute dated 19 May 1995 and signed and/or ratified by at least 19 countries, including the Republic of the Philippines;

WHEREAS, the Government of the Republic of the Philippines and IRRI entered into a Headquarters Agreement (HQA) dated 24 April 2006 under which IRRI was granted the status, prerogatives, privileges and immunities of an organization with international legal personality;

WHEREAS, IRRI is dedicated to abolishing poverty and hunger among people and populations that depend on rice-based agri-food systems and through its work and partnerships, it aims to improve the health and welfare of rice farmers and consumers; promote environmental sustainability in a world challenged by climate change; and support the empowerment of women and the youth in the rice industry;

WHEREAS, the PCC was organized and created under Republic Act No. 10667, otherwise known as 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. This includes, among others, the power to conduct inquiries, investigation, review of mergers and acquisitions subject to compulsory or voluntary notification, and adjudication of cases involving anti-competitive agreements, abuse of dominant position, and prohibited mergers and acquisition;

WHEREAS, the Parties recognize the importance of collaboration in fostering fair competition, economic sustainability, and inclusive growth in the rice industry;

WHEREAS, both Parties, pursuant to their respective charters, constituent, or establishment documents, mutually desire to coordinate, engage, collaborate and cooperate while cognizant of their respective mandate, responsibilities, powers, objectives, mission and vision;

NOW THEREFORE, the Parties hereby agree as follows:

1. NATURE OF COLLABORATION

- 1.1 The Parties have agreed to strengthen their strategic cooperation and high priority shall be given to:
 - a. Exchange of expertise, know-how, best practices and innovation to enhance the capabilities of both Parties;
 - b. Capacity building through training programs, workshops, and knowledge-sharing initiatives to enhance the technical expertise of both Parties;
 - c. Mutual institutional support through coordinated efforts, including providing expert advice and recommendations on competition law and rice-related laws; and
 - d. Resource mobilization and project development, subject to the availability of resources and other operational considerations.
- 1.2 The PCC recognizes that IRRI, as an international non-profit institution, uses the full cost recovery method for budgeting and costing. Should the collaborative activities be funded by either Party and/or by external funding through the PCC, both Parties shall, in line with the full cost recovery method and upon request, provide supporting documents showing the justification and basis for all costs as prescribed by relevant government accounting and auditing rules and regulations.

2. TERMS AND CONDITIONS

Subject to available resources and as mutually agreed upon,

The IRRI shall:

- 2.1 Upon written request by the PCC, endeavor to provide access to information and documents in its custody or control that are relevant and necessary for the effective implementation of this Agreement, the PCA, and other competition-related laws either within fifteen (15) working days from receipt of such request or within a period as may be mutually agreed by the Parties.

In case of an urgent request for information and documents, IRRI shall, on a best efforts basis, grant the same within ten (10) working days from receipt thereof.

- 2.2 Provide technical expertise on rice science and rice data analytics in the Philippines, in cooperation with the Department of Agriculture and other pertinent government agencies if needed;
- 2.3 Upon request by the PCC, provide a training program catered to specific needs of the PCC;
- 2.4 Assist the PCC in conducting competition-related market studies involving the rice industry in the Philippines;
- 2.5 Invite selected PCC staff to participate in relevant training, programs, conferences, and workshop organized by IRRI; and
- 2.6 Pursue mutually beneficial and collaborative programs, projects, and activities with the PCC.

The PCC shall:

- 2.7 Collaborate with IRRI on relevant research pertaining to the conditions of the rice market in the Philippines for academic and policy recommendation purposes;
- 2.8 Coordinate with other government, non-government and international institutions, agencies, entities, instrumentalities and bodies to leverage mutual benefits and collaborative opportunities for both Parties;
- 2.9 Provide support through issuance of advisory opinions that are mutually beneficial for both Parties' programs and objectives. When requested, the PCC shall endeavor to issue such advisory opinions either within fifteen (15) working days from receipt of such request or within a period as may be mutually agreed by the Parties; and
- 2.10 The Parties agree that the obligations set out herein may be refined, expanded, or further specified through mutual agreement in writing, as may be necessary to ensure the effective implementation of this Agreement.

3. WORKPLANS

- 3.1 This Agreement may be supplemented by more detailed Work Plans involving projects that may be developed and agreed upon by the Parties. In case of any conflict between the provisions of the Work Plans and other related documents and the Agreement, the provisions of the Agreement shall prevail.
- 3.2 All Work Plans shall be signed by the respective representatives of both Parties, and any changes thereof shall be discussed, agreed, and acknowledged by the Parties in writing.
- 3.3 The Parties may hold conference calls or meetings to review the progress of activities undertaken pursuant to this Agreement and update established work plans.

4. DISPUTE RESOLUTION AND LIABILITY

- 4.1 In the event that differences arise concerning this Agreement or any undertaking relating thereto, both Parties agree to negotiate in good faith to settle the differences between them. Should no settlement be reached, the Parties may

submit the issues for mediation. The results of the mediation shall be binding upon both Parties.

- 4.2 In case of any claim or liability, the Parties agree that the Erring Party shall defend, indemnify and hold harmless the Non-erring Party, its Directors, Trustees, Staff, Officers, employees, agents and other authorized persons from all claims, fines, costs and liabilities for any loss, injury or damage arising from or attributable to, whether directly or indirectly, to any willful or negligent act or omission of the Erring Party, its Directors, Trustees, Staff, Officers, employees, agents and other authorized persons or arising from or attributable to any non-performance or improper performance by the Erring Party of its obligations under this Agreement. However, neither Party shall be responsible for any failure to comply with, or for any delay in the performance of the terms of this Agreement where the failure or delay is due to: a) causes beyond the reasonable control of a Party provided that there is no contributory fault or negligence attributable said Party; b) for Acts of God; c) acts of the public enemy; d) war; e) riot; f) state of public health emergencies; and, g) other cause/s analogous or similar to the foregoing.

5. CONFIDENTIAL INFORMATION

- 5.1 The sharing of information pursuant to this Agreement shall be subject to the provisions of the PCA and other related rules and regulations on confidentiality of information.
- 5.2 During the term of this Agreement, the Parties shall take all necessary precautions to prevent any unauthorized disclosure or use of confidential information. The Parties agree to limit the use of all documents and information obtained pursuant to this Agreement to purpose/s indicated in the request for information.
- 5.3 The Parties agree that any processing of personal or sensitive information shall be governed by the Data Privacy Act of 2012, its Implementing Rules and Regulations, and other related laws.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 Ownership and intellectual property rights in all materials and works provided by a Party shall remain with the Party and shall not be used by the other Party for any purpose without the prior written consent of the owner.
- 6.2 In the event the Parties jointly develop intellectual property, the Parties will have equal ownership and rights to such jointly developed property, unless the Parties agree to establish their respective rights, subject to the provisions of the Republic Act No. 10055 or the Philippine Technology Transfer Act of 2009 and other relevant laws.

7. MODIFICATION AND TERMINATION OF AGREEMENT

- 7.1 The parties to this Agreement may, by mutual written consent, modify and amend the provisions in this Agreement.
- 7.2 This Agreement shall take effect on the date the last authorized signatory affixes his signature, and shall remain valid unless terminated through notice in writing by either Party. The Agreement will terminate thirty (30) days from the date of receipt of such written notification.

8. AUTHORIZED REPRESENTATIVES AND NOTICES

8.1 The Parties hereby designate the following persons as their respective Authorize Representatives, who shall be responsible for the implementation or enforcement of this Agreement:

For PCC:

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

For IRRI:

Subject	Authorized Representative	Email Address
<i>For MOA administration and general concerns</i>	Senior Legal Counsel	

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, in writing, immediately to the other Party and shall be deemed effective upon the other Party's receipt of said notice.

8.2 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;
- (b) By electronic mail to the following email addresses:

For PCC:  cc: 

For IRRI: 

or such other email address, as a Party may notify the other by written notice sent in accordance with this Section.

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 within business hours.

9. SEPARABILITY

- 9.1 If any part of this Agreement is declared unenforceable or void, the rest of the Agreement shall nevertheless remain in full force and effect, including the responsibilities and obligations pertaining to the Parties regardless of any change in the management and/or heads of office.

10. COUNTERPARTS

- 10.1 This Agreement may be executed in one or more counterparts, each of which 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 authorized representatives of the Parties have signed this document at the places and on the dates indicated below.

**For the
International Rice Research Institute:**



**By: Dr. Yvonne Pinto
Director General**

Date: JAN 26 2015
Place: Los Baños, Laguna

**For the
Philippine Competition Commission:**



**By: Michael G. Aguinaldo
Chairperson**

Date: JAN 26 2015
Place: _____

Signed in the presence of



Name & signature of IRRI witness

Signed in the presence of



Name & signature of PCC witness

FIRST ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
MUNICIPALITY OF LOS BAÑOS) S.S.
PROVINCE OF LAGUNA)

BEFORE ME, a Notary Public for and in the Province of Laguna, personally appeared Yvonne Pinto, Director General, of and representing the International Rice Research Institute (IRRI) with Passport No. 560779612 issued at the United Kingdom in July 2019 and valid until July 2029, who is known to me and to me known to be the same person who executed the foregoing instrument and who acknowledged to me that the same in her free voluntary act and deed and the free, voluntary act and deed of the entity she represents.

This instrument refers to the Memorandum of Agreement consisting of eight (8) pages where the Acknowledgement is written, signed by the parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this 27 day of Jan. 2026 at Los Baños, Laguna, Philippines.

Notary Public

Doc No. 31;
Page No. 8;
Book No. 9;
Series of 2026.

EUGENIANO E. PEREZ, III
Notary Public
Until 31 December 2027
PTR No. 69251367
Issued at Los Baños Laguna
On 28 January 2026

SECOND ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in Quezon City, personally appeared Michael G. Aguinaldo, Chairperson, of and representing the Philippine Competition Commission (PCC), with PCC ID No. P2023-0388 issued at Quezon City, who is known to me and to me known to be the same person who executed the foregoing instrument and who acknowledged to me that the same in his free voluntary act and deed and the free, voluntary act and deed of the entity he represents.

This instrument refers to the Memorandum of Agreement consisting of eight (8) pages where the Acknowledgement is written, signed by the parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL this **JAN 26 2026** day of _____ 2026 at Quezon City.

Doc No. 560;
Page No. 103;
Book No. 64;
Series of 2026.

Notary Public

ATTY. MARY CATHERINE A. DAMIAN
Litigation Lawyer, Notary Public for Quezon City
Roll No. 43243; ADM No. NP-225 (Expires 01-01-2027)
IBP No. 511651; 01-02-2025 (Quezon City Chapter)
PTR No. R3683200; 01-06-2025 Quezon City
MCLE Compliance No. VII-0003345; 08-07-2023
Unit 9 Building 2, Acacia Support Area, Laurel Avenue, UP Diliman