

**Memorandum of Understanding
between
the Philippine Competition Commission
and
the Philippine-American Educational Foundation**

The Philippine Competition Commission ("PCC") and the Philippine-American Educational Foundation ("PAEF") (hereinafter referred to individually as "Participant" or collectively as the "Participants"),

NOTING that the PCC seeks to improve the legal, scientific and technical capabilities of government officials and staff working in the competition law and policy sector through educational and training programs;

RECOGNIZING that PAEF, through the Fulbright educational exchange program, has managed and awarded grants for study, research and teaching to Filipino and American scholars since 1948;

UNDERSTANDING that PAEF is able, ready and willing to administer the scholarship and training programs for PCC according to implementing guidelines to be mutually agreed upon;

BASED on the principles of equality and mutual benefit,

HAVE reached the following understanding:

Paragraph 1 Purpose

The purpose of this Memorandum of Understanding ("MOU") is to establish a general framework for facilitating the grant of scholarships and training programs, and facilitating educational exchanges under the PCC's capacity-building initiatives.

Paragraph 2 Scope of the Partnership

The Participants will collaborate to enable government officials and staff, as appropriate, to pursue educational exchanges and training programs through:

- (a) Degree and non-degree study, research and training projects for Filipinos in universities and other appropriate institutions in the United States;
- (b) Professional consultations, lecturing, and research in PCC-accredited universities and other appropriate institutions in the Philippines.

Paragraph 3 Program Implementation

Any specific programs developed under this MOU shall be detailed in a subsequent agreement containing the scope of the proposed programs, intended outcomes, budget, responsible agencies or individuals, and other relevant matters. The agreement shall be signed by each Participant's authorized signatory, and reviewed annually during the five (5) year effectivity of this MOU.

Paragraph 4 Consultation

The Participants agree to appoint a unit from their respective institutions to be known as the Contact Point, to be responsible for the coordination of this Memorandum, and ensure adequate communication between the Participants.

PCC:

Contact point: The Executive Director

Address: 25/F Vertis North Corporate Center I, North Avenue, Quezon City 1105 Philippines

Tel: [REDACTED]

Fax: [REDACTED]

Email: [REDACTED], with copies to [REDACTED] and [REDACTED]

PAEF:

Contact point: The Executive Director

Address: 10/F BPI Philamlife Makati, 6811 Ayala Avenue, Makati City 1226 Philippines

Tel: [REDACTED]

Fax: [REDACTED]

Email: [REDACTED], with copies to [REDACTED]

Paragraph 5 Limitations

This Memorandum does not create any obligation nor give rise to any demandable right. This does not affect the rights and obligations of the Participants acquired under any other agreements or memoranda to which the Participants are signatories.

Paragraph 6 Interpretation and Application

The Participants will amicably address any questions arising out of this Memorandum, including questions on its interpretation or application, in as timely and practicable a manner as circumstances permit.

Paragraph 7 Miscellaneous Provisions

This Memorandum will come into effect on the date of signature and may be modified at any time by mutual decision of the Participants, provided that any change or amendment will be made in writing. Either Participant may terminate the Memorandum upon sixty (60) days' written notice to the other Participant.

Signed in duplicate at Quezon City, Philippines on the date of 20 December 2019.

FOR THE PHILIPPINE
COMPETITION COMMISSION


ARSENIO M. BALISACAN, PhD
Chairperson

FOR THE PHILIPPINE-
AMERICAN EDUCATIONAL
FOUNDATION


AMB. SUNG Y. KIM
Honorary Chairman