

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement"), dated _____ 2019, is entered into by and between:

The **UNIVERSITY OF THE PHILIPPINES**, the National University created by virtue of Act No. 1870, as amended, and strengthened by Republic Act No. 9500, otherwise known as "The University of the Philippines Charter of 2008", through its constituent university in Diliman, with official address at Quezon Hall, U.P. Campus, Diliman, Quezon City 1101, Philippines, represented herein by its Chancellor, **DR. MICHAEL L. TAN**, hereinafter referred to as "**UP**" or "**University**,"

and

The **PHILIPPINE COMPETITION COMMISSION**, a national government agency created and existing under Philippine laws with office address at 25/F Vertis North Corporate Center 1, North Avenue, Quezon City, represented herein by its Chairperson, **DR. ARSENIO M. BALISACAN**, hereinafter referred to as "**PCC**".

RECITALS

- (A) The University is an academic and research institution mandated to set academic standards and initiate innovations in teaching, research, and faculty development in various fields of expertise and specialization, and to commit to national development through, among others, collaboration with government agencies of the Republic of the Philippines for the development of law and policy.
- (B) The University is engaged in technical studies, research, and project development in the field of law through the UP Law Complex (the "UPLC"), composed of the UP College of Law and the UP Law Center.
- (C) The UPLC has established a Program on Competition Law and Policy Program (the "CLPP") to serve as (i) a multi-disciplinary platform for advancing research and advocacy in competition law and policy in the Philippines and the region; (ii) a forum for Philippine and foreign academics, practitioners, the judiciary, enforcement officers and stakeholders in the competition; and, (iii) support for the development of the legal and institutional framework for competition law and policy in the Philippines through research, advocacy and extension services.
- (D) The PCC is an independent quasi-judicial body created by virtue of the Philippine Competition Act ("PCA"), tasked with enforcing the State policy to enhance economic efficiency and promote free and fair competition in trade, industry, and all commercial economic activities.
- (E) The PCC is authorized to engage in the following competition advocacy undertakings, among others: (i) advocate pro-competitive policies of the government; (ii) conduct, publish, and disseminate studies and reports on anti-competitive conduct and agreements to inform and guide the industry and consumers; (iii) monitor and analyze the practice of competition in markets that affect the Philippine economy; and (iv) promote capacity building and the sharing of best practices with other competition-related bodies.

- (F) In recognition of the expertise and mutually beneficial areas of interest for research collaboration between the Parties, and to ensure a solid policy and research foundation through institutional collaboration between the Parties pursuant to their respective mandates, the Parties have agreed to formalize their understanding on the development of a sustainable system of long-term collaboration towards building and nurturing a culture of competition.
- (G) 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:

Section 1. Coordination and Cooperation

- 1.1. Purpose and Objectives. The purpose of this Agreement is to provide a framework for the long-term cooperation between the Parties. The Parties undertake to work together, through research, policy development, and academic engagement, towards establishing and promoting a culture of competition in the country.
- 1.2. Scope of Collaboration. The Parties undertake to cooperate within the framework of their respective mandates and authority in the implementation of this Agreement, provided that specific collaborative projects and activities agreed upon by the Parties to achieve the objectives of this Agreement shall, as necessary and appropriate, be administered under separate implementing documents or instruments.
- 1.3. Steering Committee. To implement this Agreement, the Parties shall constitute a seven-member Steering Committee composed of three representatives from the UPLC and three representatives of the PCC, with the CLPP Program Director acting as presiding officer. The CLPP shall likewise provide secretariat support to the Steering Committee. The functions of the Steering Committee shall be as follows:
 - 1.3.1 Determine the scope of collaboration between the PCC and the UPLC, such as, but not limited to, referral of requests for legal opinion to the CLPP, preparation and participation in policy support matters, and research projects that may be required in the issuance by the PCC of regulatory instruments and guidelines;
 - 1.3.2 Establish networks and linkages for exchange of data, reports or information within the scope of collaboration, subject to the confidentiality rules defined under this Agreement;
 - 1.3.3 Coordinate in designing annual extension activity or academic conference on competition law and policy;
 - 1.3.4 Coordinate in providing capacity-building activities, such as but not limited to, training programs for law professors and law students and interdisciplinary capacity-building (with related disciplines such as Economics and Business);
 - 1.3.5 Pursue knowledge sharing activities and support for research and publications under the CLPP;
 - 1.3.6 Initiate and discuss projects and activities for the CLPP to undertake in relation to the PCC's Long-Term Capacity Building Program; and
 - 1.3.7 Determine and plan periodic meetings and related activities of the Steering Committee.

- 1.4. Research Referrals. With a view to coordinating research outputs and publications of the PCC, the PCC shall refer to the UPLC possible research requests that can be pursued under the CLPP. PCC provide the necessary information to the CLPP relative to any such research referral, including relevant data on markets, local and international trade, economic developments, and other information affecting the promotion and maintenance of market competition and regulation of anti-competitive conduct gathered in the course of the functions of the PCC, not otherwise prohibited by law, regulation, or any agreement thereto from disclosure. Any output on the research referrals coursed by PCC through the CLPP shall be subject to prior consultation and review by the PCC before its publication, if applicable.
- 1.5. Apprenticeship Program. In order to strengthen the internal expertise of the students involved in the CLPP, the PCC shall develop an apprenticeship program under which the UPLC, in accord with the clinical legal education program of the UP College of Law, may send students to the PCC for training or apprenticeship, subject to the following terms, and such other terms and conditions they may hereafter agree upon:
- 1.5.1. The PCC shall exercise administrative control, conduct related lecture and demonstration of skills to the students/apprentices, and ensure a guided application of learning in actual practice;
- 1.5.2. After completion of the training/placement of apprenticeship, the PCC shall evaluate the performance and attendance of the students/apprentices based on previously approved performance criteria;
- 1.5.3. In sending students to the apprenticeship program under PCC, the UPLC shall issue and properly disseminate rules, regulations and/or guidelines incidental or relative to its Apprenticeship Program for a specific period to which the PCC shall abide;
- 1.5.4. The Parties may enter into any subsequent agreement regarding the implementation of the Apprenticeship Program as they may deem appropriate.
- 1.6. Continuing Review. The Parties shall continually review the operation of this Agreement, and, in light of experience, agree to execute amendments or supplements to this Agreement for purposes of improving its operation and resolving any issue that may arise during its implementation.

Section 2. Access to and Use of Information

- 2.1. Access to Information and Documents. Access to information and documents under this Agreement, especially for purposes of research referrals, shall be subject to applicable rules on confidentiality, data privacy, and privilege under relevant laws, rules, and regulations.
- 2.2. Confidentiality. Except as may otherwise be required or allowed by law, the UPLC shall keep confidential and shall not, without the prior written consent of PCC, divulge to any third party any documents, records, data, or other information of a confidential, private, or privileged nature arising from or in any way related to this Agreement, and furnished directly or indirectly to it.

For purposes of this Agreement, information of a confidential, private, or privileged nature shall refer to information disclosed by PCC to UPLC which is labeled or designated as confidential, private, or privileged by PCC, or is determined to be confidential, private, or privileged pursuant to applicable rules on confidentiality, data privacy, and privilege under relevant laws, rules, and regulations.

The students, faculty, or consultants engaged by UPLC or by CLPP for purposes of conducting any research referral from the PCC shall be obliged to execute non-disclosure agreements, if appropriate under the circumstances.

- 2.3. Communications to the Public. The Parties, where appropriate, shall coordinate with each other in preparing statements and responses relating to matters of media interest and as regards arrangements for the publication of information for and consultations with relevant stakeholders. Prior to the release of statements and responses pertaining to matters involving the mandate and/or competence of both Parties, either Party shall get the consent of the other.
- 2.4. Use of Information and Documents. The Parties agree to limit the use of any and all information and documents obtained pursuant to this Agreement to purposes deemed consistent with the objectives of this Agreement as well as the respective mandates of the Parties.

Section 3. Notices and Authorized Representatives

- 3.1 Responsible Unit of the University. All rights, obligations and privileges incumbent upon the University under this Agreement, shall devolve and be demandable upon the UP Law Center.
- 3.2 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:
- a) By courier or personal delivery to the addresses stated in this Agreement;
 - b) By electronic mail to the following email addresses:

For UPLC: [REDACTED]

For PCC: [REDACTED] and [REDACTED]

or such other email address, as a Party may notify to 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 transmission of said electronic mail.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- 3.3 Authorized Representatives. – The Parties hereby designate the following persons as their respective Authorized Representatives, who shall serve as the main points of contact between the Parties:

For UPLC:

[REDACTED]
Associate Dean, College of Law

For PCC:

[REDACTED]
Chief, Legal Services

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. General Provisions

- 4.1. *Effectivity.* – The Parties agree and understand that this Agreement shall become effective as of the date of signing and shall remain in force until terminated in accordance with Section 5.2 hereof.
- 4.2. *Termination.* – Either Party may terminate this Agreement, with or without cause, by serving a written notice of termination to the other Party. Said termination by either Party shall become effective after the lapse of thirty (30) days following the receipt of such written notice by the other Party.
- 4.3. *Dispute Settlement.* – The Parties shall exert their best efforts to amicably settle any disputes arising out of or in connection with this Agreement.
- 4.4. *Amendments.* – Subsequent revisions, amendments, repeals, and supplements to this Agreement shall be made upon mutual written agreement by the Parties.
- 4.5. *Separability.* – If any one of the provisions contained in this Agreement 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.
- 4.6. *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 University of the Philippines:

**For the Philippine Competition
Commission:**

[Redacted]
Chancellor

[Redacted]
Chairperson

Witnessed By:

[Redacted]

[Redacted]
Dean, UP College of Law

[Redacted]
Commissioner

[Redacted]

[Redacted]
Chairperson, Competition
Law and Policy Program

[Redacted]
Commissioner