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MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

JUL 0 1 2025

This Memorandum of Agreement (Agreement), dated _____, is made and entered into between:

> The **PHILIPPINE COMPETITION COMMISSION**, with office address at 25/F Vertis North Corporate Center Tower 1, North Avenue, Quezon City, represented herein by its Executive Director, **KENNETH V. TANATE, PhD** (hereinafter referred to as the **PCC**),
>
> \- and -
>
> **PHILIPPINE POSTAL CORPORATION** with office address at Magallanes Drive, Liwasang Bonifacio, Brgy. 659-A Ermita, 1000 Manila, represented herein by its Area Director, **OLIVIA M. VALDERAMA** (hereinafter referred to as the PHLPost)

The PCC and PHLPost are each, at times, individually referred to in this Agreement as **Party**, and collectively herein referred to as the **Parties**.

WITNESSETH

WHEREAS, the PCC was organized and created under Republic Act No. 10667, also known as the Philippine Competition Act (the PCA), as an independent quasi-judicial body. It is primarily tasked with enforcing the State policy to enhance economic efficiency and promote free and fair competition in trade, industry, and all commercial economic activities.

WHEREAS, the PHLPost was organized and created under Republic Act No. 7354, also known as the Postal Service Act of 1992 (the Act), as the sole government entity mandated, among others, to provide for the collection, handling, transportation, delivery, forwarding, returning, and holding of mails, parcels, and like materials, throughout the Philippines, and pursuant to agreement entered into, to and from foreign countries. It is also authorized under the Act to charge fees for postal services to be rendered for the receipt of the same, and prescribe the manner in which it is to be paid and collected.

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WHEREAS, the PCC, pursuant to its mandate, requires the provision of services for the delivery of outgoing documents necessary to support its ongoing activities and operations (the Services).

WHEREAS, PHLPost possesses the necessary authority, absorptive capacity, and access to the necessary tools and equipment required to render the Services.

[redacted]

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WHEREAS, the PCC approved its FY 2025 Annual Procurement Pl[redacted] includes the ***Procurement of Postage Stamps for CY 2025*** under AO-GSD-04, with an Approved Budget for the Contract amounting to **Thirty Thousand Pesos (PhP 30,000.00).**

JUL 15 2025

WHEREAS, the PCC has determined that an Agency-to-Agency Agreement with PHLPost for the Services is the most efficient and economical mode of procurement for the Services, and PHLPost has agreed to provide such Services under the terms and conditions set forth in this Agreement.

WHEREAS, each Party has obtained all requisite approvals and has performed all actions necessary to authorize to enter this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises, the Parties hereby agree to collaborate under the following terms and conditions:

1. **Responsibilities of the PCC**. The PCC shall undertake the following activities under this Agreement:

    a. Designate a focal person who shall be responsible for coordinating with PHLPost on all matters pertaining to this Agreement;

    b. Be responsible for the pick-up of postage stamps from the designated PHLPost Office or outlet, as coordinated; and

    c. Any other responsibilities necessary to accomplish the purpose of this Agreement.

2. **Responsibilities of the PHLPost**. The PHLPost shall undertake the following activities under this Agreement:

    a. Designate a focal person who shall be responsible for coordinating with PCC on all matters pertaining to this Agreement;

    b. Provide the following documents as required under the Procurement Law and its Implementing Rules and Regulations, *viz.*:
        i. Agency Certification;
        ii. Price Quotation; and
        iii. and Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the Philippine Bidding Documents.

    These documents shall be deemed to form and be read and construed as integral part of this Agreement; and

    c. Provide any additional contract documents or information prescribed by the Government Policy Procurement Board, should it be later on be required, regardless of the stage of procurement, including during and/or after the contract execution, such as, but not limited to, the Notice to Proceed, Variation Orders, and Warranty Security, shall

likewise form part of the Agreement.

3. Deliverables and Payment Scheme

a. The specifications of the postage stamps will be based on the Technical Specifications (***Annex A***) agreed upon and as may be amended by the Parties.

b. The PCC shall purchase postage stamps every month for the year 2025, starting in June, amounting to **Three Thousand and Five Hundred Pesos only (PhP3,500.00)** per purchase, subject to availability of funds and actual mailing needs.

c. The approved budget for the ***Procurement of Postage Stamps for C.Y. 2025*** is **Twenty-Four Thousand and Five Hundred Pesos (PhP24,500.00)** inclusive of all applicable charges and taxes.

d. The Parties agree that the full payment during purchase shall be required upon pick-up of stamps.

4. Confidentiality

Both Parties shall observe and respect the data privacy rights of the data subjects and shall be bound by the Data Privacy Act of 2012. Thus, except as may otherwise be required or allowed by law, the Parties shall keep confidential and shall not, without prior written consent of the other and the data subject, 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 by one Party to the other.

For purposes of this Agreement, information of a confidential, private, or privileged nature shall refer to any information disclosed by one Party to the other, which is labeled or designated as confidential, private, or of privileged nature by the disclosing Party or is determined as confidential, private, or privileged pursuant to relevant and applicable laws, rules, and

5. Notices

Any notice, request, or other communications given under, or in connection with the implementation or enforcement of this Agreement shall be in writing and sent to the concerned Party's Authorized Representative(s) through both of the following modes:

a) By courier or personal delivery to the addresses stated in this Agreement; and

[redacted]

b) By electronic mail to the following email addresses:

For the PCC: records@phcc.gov.ph

For the PHLPost: jeffcatayong@yahoo.com
paul.alzona@yahoo.com

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

A notice is deemed to have been received at the time of the actual receipt 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 on a business day.

6. 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: **Kenneth V. Tanate, PhD.**
Executive Director

For the PHLPost: **OLIVIA M. VALDERAMA**
Area Director

Each Party may appoint focal persons as additional Authorized Representative(s) for the efficient implementation of this Agreement. Any change in the designated Authorized Representative(s) of each Party shall be (i) notified immediately to the other Party; and (ii) deemed effective upon the other Party's receipt of said notice.

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7. Effectivity

This Agreement shall become effective as of date of signing by the Parties and shall continue in force until the responsibilities of the Parties herein have been fulfilled and payment has been tendered by the PCC and duly received by PHLPost, unless sooner terminated by the Parties in accordance with Clause 9 hereof.

8. Limitation of Liability

The Parties shall neither be held responsible nor liable for any loss or

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damage arising out of the implementation of this Agreement, except in cases of bad faith or gross negligence committed by the respective officers or agents of the Parties in the performance of their respective official duties and responsibilities. In such cases, the party responsible shall be held accountable for any resulting liabilities, losses, claims, demands, damages, deficiencies, costs, and expenses.

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If any suit is initiated against any of the Parties, their officers or agents with respect to any obligation arising from this Agreement, they shall be indemnified for any and all liabilities, losses, claims, demands, damages, deficiencies, costs and expenses of whatsoever kind and nature incurred in connection with the exercise of their powers and performance of their duties and functions, as may be provided by their respective charters, or internal rules and regulations.

9. Termination

Either Party, through their respective authorized representatives, may terminate this Agreement in whole or in part, at any time for causes that violate the provisions of this Agreement or non-delivery of the commitments thereof. Other causes of termination may include the existence of conditions determined to cause the Agreement implementation to be economically, financially, or technically impractical and/or unnecessary, such as but not limited to fortuitous event/s or changes in law and national government policies.

This Agreement may be terminated by any of the Parties by service of a written notice of termination at fifteen (15) calendar days before the date of the intended termination, in accordance with Clause 6 thereof. Said termination by either Party shall become effective after the lapse of fifteen (15) days following the receipt of such written notice by the other Party.

10. Reservation of Privileges and Immunities

The activities carried out by the Parties on the basis of this Agreement shall be without prejudice to the respective privileges and immunities of each Party, which are specifically reserved, and which may be invoked at any time.

11. Liquidated Damages

In case of delay in the delivery of expected services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.1%) of the contract price for every day of delay, in addition to other

damages the PCC may be entitled to. Once the cumulative number of liquidated damages reaches ten percent (10%) of the amount of contract, the PCC shall rescind the contract, without prejudice to other courses of action and remedies available to the PCC under the law.

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12. Legal Effect

For the avoidance of doubt, nothing in this Agreement limits the powers or constitutes a waiver of the statutory functions or powers of either Party.

13. Claims

This Agreement shall be governed by and construed in accordance with the applicable laws of the Republic of the Philippines.

All claims and disputes relating to or arising out of this Agreement shall, as much as possible, be settled amicably by the Parties.

14. Dispute Settlement

The Parties shall exert their best efforts to amicably settle any disputes arising out of or in connection with this Agreement. Should the said amicable settlement fail, the same shall be resolved in accordance with Section 66, Chapter 14, Book IV of E.O. 292, otherwise known as the "Revised Administrative Code of 1987," in relation to P.D. 242 dated 07 July 1973, and DOJ Administrative Order No. 121 dated 25 July 1973.

Provided further, that in the event the Parties fail to settle any dispute arising from or in connection with this Agreement in accordance with the laws mentioned in the preceding paragraph, the Parties agree that all actions or suits between them shall be filed with or instituted with the proper courts of Quezon City, to the exclusion of all other courts and venues.

15. Amendments

Any revisions, amendments, repeals, and supplements to this Agreement shall be made upon mutual written agreement by the Parties.

16. 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.

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17. 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 hereto 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
By:

[redacted]

KENNETH V. TANATE, PhD.
Executive Director

For the Philippine Postal Corporation
By:

[redacted]

OLIVIA M. VALDERAMA
Area Director

[redacted]

CECILIA T. TABARES
A/Manager, Support Services Department

Witnessed By:

[redacted]

JESON Q. DE LA TORRE
AO- Director IV

[redacted]

ACKNOWLEDGMENT

Before me, a notary public for and in Quezon City, this AUG 07 2025 2025, personally appeared the following:

Name	Competent Evidence of Identity	Date/Place Issued
KENNETH V. TANATE	Unified Multi-Purpose ID 006-0100-6833-7	Quezon City
OLIVIA M. VALDERAMA	Company ID	Metro Manila

Known to me or identified by me through competent evidence of identity to be the same person who executed the foregoing Memorandum of Agreement consisting of seven (7) pages, excluding its Annexes and the page on which this Acknowledgment is written, and acknowledged to me that the same is his free and voluntary act and deed, as well as that of his principal.

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

Doc. No. 439;
Page No. 89;
Book No. III;
Series of 2025.

ATTY. FIDEL RICO Y. NINI
NOTARY PUBLIC
ROLL NO. 79010
QUEZON CITY, PHILIPPINES

[redacted]

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