INTRAMUROS ADMINISTRATION

PHILIPPINE COMPETITION COMMISSION

Ensuring businesses compete and consumers benefit

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement ("Agreement"), dated APR 25 2026 2026, is made and entered into by and between

INTRAMUROS ADMINISTRATION, a government agency attached to the Department of Tourism with principal address at 5th Floor Palacio de Gobernador, Gen. Luna Street corner A. Soriano Avenue, Intramuros, Manila, represented herein by its Administrator, **ATTY. JOAN M. PADILLA**, hereinafter referred to as "**FIRST PARTY**".

and

The PHILIPPINE COMPETITION COMMISSION (PCC), a government agency with principal address at 25th Floor, Vertis North Corporate Center I, North Avenue, Quezon City, represented herein by its Executive Director, **KENNETH V. TANATE, Ph.D.,** herein referred to as the "**SECOND PARTY**";

First Party and Second Party may be collectively referred to as the "PARTIES" or individually as a "PARTY".

redacted RYDA V. MENDOZA Chief-Business Management Division

redacted JOHN HUBERT M. GUAMOS Executive Assistant II, OED

redacted Administrator, IA

redacted KENNETH V. TANATE Executive Director

WITNESSETH THAT:

WHEREAS, the FIRST PARTY is a national government agency created and existing under and by virtue of Presidential Decree No. 1616 (as amended), which is responsible for the orderly restoration and development of Intramuros as a monument to the Hispanic period of Philippine history;

WHEREAS, the FIRST PARTY has the authority to enter into contracts with any private persons or entity or any government agency, either domestic or foreign, whenever necessary for the effective discharge of its functions and responsibilities under such terms and conditions as it may deem proper and reasonable (Sec. 3 (b), PD 1616);

WHEREAS, the FIRST PARTY can sponsor, conduct, or otherwise assist and support festivals and cultural activities in Intramuros, xxx (Sec. 3 (h), PD 1616);

WHEREAS, the SECOND PARTY is an independent quasi-judicial body duly created and organized under Republic Act No. 10667, otherwise known as the "Philippine Competition Act" (PCA). It is primarily tasked with implementing the national competition policy and enforcing the PCA, which serves as the primary law in the Philippines for promoting and protecting market competition.

WHEREAS, the SECOND PARTY proposed to the FIRST PARTY to be an EVENT VENUE to hold the Welcome Reception for the **2026 Annual Conference of the International Competition Network (ICN)**("EVENT) an annual event where competition authorities from around the globe converge to share the latest developments in competition enforcement and policy, and collaborate on the creation of innovative tools and strategies to strengthen global competition frameworks.

WHEREAS, the EVENT will be held at the **Foro de Intramuros** on 5 May 2026

WHEREAS, the SECOND PARTY has determined that resorting to an Agency-to-Agency Agreement with the FIRST PARTY is the most efficient and economical mode of procurement for the reception hall, secretariat, and VIP rooms of the 2026 Philippines' Hosting of the 25th International Competition Network Annual Conference Welcome Dinner and the SECOND PARTY has agreed to provide the required facilities of this activity under the terms and conditions of this Agreement.

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

NOW, THEREFORE, for and in consideration of the foregoing premises, the PARTIES hereby agree on and stipulate the following:

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Chief-Business Management Division

1. The **FIRST PARTY** shall be responsible for the following:

   a. Allowing the SECOND PARTY the use of the Foro de Intramuros from 5 to 6 May 2026, inclusive of ingress, the conduct of the event proper, and egress;

      The use of the said premises shall be subject to existing guidelines of the FIRST PARTY;

   b. Providing for security personnel to maintain peace and security during the EVENT; and

   c. Coordinating and assisting the SECOND PARTY with any logistical and other requirements.

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JOHN I
Executive Assistant II, OED

2. The **SECOND PARTY** shall be responsible for the following:

   a. Securing any and all necessary authorizations, approvals, licenses, permits, and/or consents which may be required and/or necessary to enable its intent to implement;

   b. Conceptualizing, organizing, funding, and coordinating the logistical and other requirements with the FIRST PARTY in the direction and holding of the EVENT;

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ATTY. JOAN M. PADILLA
Administrator, LA

   c. Remitting to the FIRST PARTY the payment for the following fees:

      Five Hundred Twenty-Eight Thousand Pesos (PhP528,000.00) for the use of the Foro de Intramuros.

   d. The SECOND PARTY as well as its staff/employees or any of its merchants and/or exhibitors, shall bear all cost of damages it directly caused inside the Foro de Intramuros, to any sites and facilities, including but not limited to the lawns, pavements, landscapes, etc., during ingress until egress.

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KENNETH Y. TANATE
Executive Director

   e. The SECOND PARTY shall settle a fee per hour of extension based on the existing rates of the FIRST PARTY.

   f. The SECOND PARTY shall settle the full payment of the contract and shall be paid via the List of Due and Demandable Accounts Payable-Advice to Debit Account (LDDAP-ADA) facility within fifteen (15) days after the issuance of the Certificate of Satisfactory Service Rendered by the SECOND PARTY.

3. Equipment and/or paraphernalia borrowed by any PARTY, during its implementation, is expected to be returned in its original quantity and quality to their respective owner/s;

4. The schedule of availability and specifications of the FIRST PARTY regarding the technical requirements to hold the Welcome Reception for the 2026 Annual Conference of the International Competition Network (ICN) will be based on the Technical Specifications (Annex A) as agreed upon and as may be amended by the Parties.

5. This Agreement shall not create or imply a joint venture, principal-agent, or any other relationship between the PARTIES. Further, this Agreement shall not establish or create any employer-employee relationship between the PARTIES and/or their respective employees.

6. In case of any force majeure events or circumstances, each PARTY reserves their respective rights to cancel this Agreement;

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Chief-Business Management Division

7. Data Privacy. The Parties shall comply with applicable provisions of Republic Act No. 10173 or the Data Privacy Act of 2012, its implementing rules and regulations, and the issuances and circulars of the National Privacy Commission, as well as other applicable personal data privacy and security laws and regulations. At all times, both Parties shall implement the appropriate and reasonable level of organizational, physical, and technical security measures to ensure the confidentiality, integrity and accessibility of personal information that is processed. Personal Data disclosed by both Parties shall only be used for the intended purposes and shall only be retained until it serves its purpose, after which it shall be securely disposed of.

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JOHN HUBERT M. GUAMOS
Executive Assistant III, OED

During the entire term of this Agreement and also for within one (1) year after the expiration or termination of the Agreement, either Party agrees to keep information confidential received from the other Party and the use of the confidential information of the other Party solely in connection with the implementation of its obligations hereunder and not for its own or the benefit of any third party or parties.

The existence and terms of this Agreement (including any amendments or extensions thereto) are confidential and save as required by law, regulation or order of a competent authority, may not be disclosed by both Parties to any third party without prior written consent of the other Party.

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Administrative IA

Upon the expiration or termination of this Agreement, the receiving party shall return all originals, copies, reproductions and summaries of any confidential information or materials at the disclosing Party's request or the disclosing Party's option, certify destruction of the same.

In addition to the protection of personal information as outlined in the Data Privacy provision, the Parties further agree that all proprietary, sensitive, or confidential information disclosed or made available during the event including policy discussions, business information, and market-sensitive data shall be treated as strictly confidential.

8. Both PARTIES agree to act in good faith and fidelity in exercising their rights and obligations and to mutually lend to another maximum assistance and cooperation to the end that the purpose and objectives of this Agreement are achieved expeditiously and harmoniously;

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Executive Director

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.

9. Covenants and Conditions. In case a PARTY violates any of the covenants and agreement herein contained including those details to be agreed upon by the PARTIES, the aggrieved party at its option may forthwith terminate and cancel the Agreement. The failure of a PARTY to insist upon a strict performance of any of the terms, covenants, and conditions hereof shall not

PARTY may have, nor shall it be construed as a waiver of any subsequent breach or default of the terms, conditions, and covenants herein contained, which shall be deemed in full force and effect.

10. Dispute Settlement. The PARTIES shall not resort to termination or rescission of the Agreement without prior mutual consultation and amicable resolution of disputes or differences in interpretation of any of the provisions contained therein. The PARTIES shall endeavor to settle amicably and by mutual agreement any dispute, controversy, claim, or difference in connection with or arising out of this Understanding ("Dispute") for a period of thirty (30) days after receipt by a PARTY from the other PARTY of the notice of the existence of a Dispute, by mutual discussion between the heads of each PARTY.

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RODAN V. MENDOZA
Chief-Business Management Division

Any Dispute which remains unresolved after the prescribed 30-day period shall be referred to, and finally settled by, arbitration in accordance with the provision of the law, rules, and regulations.

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.

11. Separability. In the event that any part or provision of the Agreement is declared by a court of law void or unenforceable, the remaining provisions of the Agreement shall nevertheless be valid and binding upon the PARTIES. Provided that the PARTIES shall not be prohibited from negotiating in good faith for the purpose of amending the Agreement to the extent necessary to restore, as best as possible, the original intent and effect of the Agreement with the end in view of rendering all its provisions legal and enforceable.

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JOHN HUBERT VI. GUAMOS
Executive Assistant III, OED

12. Non-Waiver. The failure of either PARTY to insist upon a strict performance of any of the terms, conditions, and covenants hereof shall not be deemed a relinquishment or waiver of any right or remedy that such Party may have, nor shall it be construed as a waiver of any subsequent breach or default on the conditions and covenants which shall continue to be in full force and effect. No waiver by either PARTY of any of its rights under the Agreement shall be deemed to have been made unless expressed in writing and signed by such PARTY. Waiver of a right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

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Administrator, IX

In case of delay in the delivery of expected service, the amount of the liquidated damages shall be at least equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, the SECOND PARTY shall rescind the contract, without prejudice to other courses of action and remedies open to it.

13. Confidentiality. Neither Party may use, disclose or make available to any third party the other Party's Confidential Information, unless such use or disclosure is done in accordance with the terms of the Agreement or with the written permission of the other Party. This clause will survive termination of the Agreement.

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Executive Director

14. Non-liability. It is understood that the First Party's participation under this agreement is only to grant access for the use of the sites herein identified. That all activities, training programs and workshops will be the second party's sole responsibility. Therefore, except for the negligence or wrongful acts of the First party and its employees, First Party shall not be responsible or liable to the Second Party or any of its participants for any loss, injury or damage that may be occasioned by or through the acts or omissions of the second party and/or its participants occupying the premises or any part

The SECOND PARTY holds the FIRST PARTY or any of its officers, employees, or agents free from any suit, damage, loss, and liability arising from the EVENT;

15. Governing Law. The Agreement shall be governed by, and construed in accordance with, the laws of the Republic of the Philippines.

16. Amendment. Any amendment and/or modification of the Agreement shall be in writing and signed by the PARTIES.

    The terms of this Agreement may be modified or extended by the mutual written agreement of the Parties. Either Party may terminate this Agreement upon fifteen (15) days prior written notice of termination to the other Party if the other Party has materially breached this Agreement and does not cure this breach within such fifteen (15) day period;

17. Entire Agreement. The Agreement contains the complete and entire understanding of the Parties, and supersedes and cancels all previous agreements, negotiations, commitments, and understanding with respect to the subject matter hereof, whether oral or in writing.

18. This Agreement shall be effective upon signing thereof and will remain in full force and effect unless terminated sooner as provided herein;

IN WITNESS WHEREOF, we have hereunto affixed our signatures this APR 25 2026 2026 in the City of Manila, Republic of the Philippines.

INTRAMUROS ADMINISTRATION

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ATTY. JOAN M. PADILLA
Administrator

PHILIPPINE COMPETITION COMMISSION
By:

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KENNETH V. TANATE, Ph.D.
Executive Director

SIGNED IN THE PRESENCE OF:

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ROLDA V. MENDOZA
Chief-Business Management Division

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JOHN HUBERT M. GUAMOS
Executive Assistant III, OED

ACKNOWLEDGEMENT

Republic of the Philippines)
City of Manila) SS

BEFORE ME, a Notary Public for and in above jurisdiction, on APR 25 2026 personally appeared the following:

Name	Competent Evidence of Identity
ATTY. JOAN M. PADILLA	P9006402B
KENNETH V. TANATE, Ph.D.	006-0100-6853-7

Known to me and to me known to be the same persons who executed the foregoing instrument consisting of SIX (6) pages including the page on which this Acknowledgment is written and duly signed by them and their witnesses on each and every page hereof, and that the same is their free and voluntary act, as well as that of the entities which they represent.

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

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Doc. No. 24;
Page No. 11;
Book No. XXII;
Series of 2026.

ATTY. GERSON B. GAMAS
Notary Public for the City of Manila
Notarial Commission No. 2025-156 Valid Until Dec. 31, 2026
2nd Floor, Citadel Bldg., Railroad Drive, Brgy. 653, District V
Port Area, 1018, Manila, Metro Manila
Roll No. 72230
IBP No. 572978; 12-25-2025 until 12-31-26
PTR No. 0367847; 01-05-2026; until 12-31-26; City of Manila
MCLE Compliance No. VIII-0010142, Valid until April 14, 2028