MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (Agreement), dated AUG 12 2025, is made and entered into between:

> **The PHILIPPINE COMPETITION COMMISSION (PCC),** with office address at 25th Floor, Vertis North Corporate Center I, North Avenue, Quezon City, represented herein by its Executive Director, **KENNETH V. TANATE, Ph.D.,** hereinafter referred to as **PCC**;

-and-

> **COMMISSION ON AUDIT (COA),** with office address at Commonwealth Avenue, Quezon City, represented herein by COA General Services Office (GSO) Director III/Officer-in-Charge, **CHERRIE ROSE V. TENA,** hereinafter referred to as **COA.**

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

WITNESSETH

WHEREAS the Philippine Competition Commission (PCC) is an independent quasi-judicial body created by virtue of the Philippine Competition Act (PCA). It is primarily tasked to enforce the State policy to enhance economic efficiency and promote free and fair competition in trade, industry, and all commercial economic activities.

WHEREAS the Commission on Audit (COA) is an independent constitutional body primarily charged under the Constitution to, among others, examine, and settle all forms of government revenues and expenditures; and promulgate and enforce rules and regulations for the prevention and disallowance or irregular, unnecessary, excessive, extravagant, or unconscionable expenditures or uses of government funds and properties.

WHEREAS the PCC will conduct its Commission Planning activity as part of the PCC Operational Planning Workshop for FY 2026-2027 to revisit the agency's organizational context and identify necessary recalibrations in its measures, targets, and strategic initiatives and ensure the effective implementation of its Strategic Plan for FY 2024-2028;

WHEREAS, the COA, through its International Training Center and Dormitory (COA-ITCD) in Tagaytay City, has the mandate, capacity, and facilities to provide the conference requirements of the PCC Commission Planning.

WHEREAS, the PCC has determined that resorting to an Agency-to-Agency agreement with COA is the most efficient and economical mode of procurement for the function room and accommodation requirements of its Commission Planning activity and the COA 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 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 COA and COA-ITCD on all matters pertaining to the administrative requirements of the Commission Planning;
    b. Provide COA-ITCD the final list of participants for the Commission Planning;
    c. Provide COA and COA-ITCD with timely information regarding changes in the schedule and requirements of the Commission Planning, if any;
    d. Conduct meetings with COA and COA-ITCD regarding the conduct of the Commission Planning, as deemed necessary; and,
    e. Coordinate with COA to facilitate the timely processing of payment for the use of the function room and accommodation facilities of the COA-ITCD.

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

    a. Designate a focal person who shall be responsible for coordinating with the PCC on all administrative matters pertaining to the conduct of the Commission Planning;
    b. Ensure the availability of the function room and audio-visual equipment as well as accommodation facilities for the Commission Planning based on the specifications in the Technical Specifications as agreed upon and as may be updated by the parties;
    c. Conduct meetings with the PCC regarding the conduct of the Commission Planning, as deemed necessary; and,
    d. Coordinate with PCC on the submission of documentary requirements for the timely processing of payment for the lease of the COA-ITCD function room and accommodation facilities.

3. **Deliverables and Payment Scheme**

a. The schedule of availability and specifications of the COA-ITCD function room and accommodation facilities for the Commission Planning will be based on the Technical Specifications (***Annex A***) as agreed upon and as may be amended by the **Parties**.

b. The approved budget for the use of the COA-ITCD function room and accommodation facilities is **Two Hundred Eight Thousand Pesos (Php208,000.00)**, inclusive of all applicable government taxes and service charges. In case of additional participants and other incidental charges, the cost per participant will be charged accordingly based on the COA Memorandum No. 2023-003 dated 18 April 2023 which provides Guidelines on the Operation of the COA-ITCD (***Annex B***).

c. The Parties agree that the full payment of the contract 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 PCC.

4. **Confidentiality**

Both **Parties** shall observe and respect 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 regulations.

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
b) By electronic mail to the following email addresses:

For the **PCC:** oed@phcc.gov.ph
cpmd@phcc.gov.ph

For the **COA:** gso@coa.gov.ph
coaitcd.tagaytay@gmail.com

or such other email address, as a Party may notify the other party through 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, Ph.D.**
Executive Director

For the **COA:** **Cherrie Rose V. Tena**
Director III/Officer-in-Charge
General Services Office

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.

7. Effectivity

This Agreement shall become effective as of date of signing by the **Parties** and shall continue in force until (i) the Undertakings provided in Clauses 2 and 3 hereof have been delivered to and accepted by the PCC and (ii) the payment of the Total Cost in accordance with Clause 3 hereof has been made by the PCC; unless sooner terminated by the **Parties** in accordance with Clause 9 hereof.

8. Limitations of Liability

The **Parties** shall neither be held responsible nor liable for any loss or damage arising out of or by reason of claims, demands, suits, costs, losses and damages arising out of the implementation of this Agreement, except when the loss or damage is caused by bad faith or gross negligence amounting to

bad faith committed by the respective officers or agents of the **Parties** in the performance of their respective official duties and responsibilities. Should a suit be commenced against any of the **Parties**, their officers or agents, with respect to any obligation arising out of this Agreement, shall be indemnified for any and all liabilities, losses, claims, demands, damages, deficiencies, costs and expenses of whatsoever kind and nature that may arise 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 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 PCC shall rescind the contract, without prejudice to other courses of action and remedies open to it.

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. 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 Executive Order No. 292, otherwise known as the "Revised Administrative Code of 1987," in relation to Presidential Decree No. 242 dated 07 July 1973, and Department of Justice (DOJ) Administrative Order No. 121 dated 25 July 1973.

14. Amendments

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

15. 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.

16. 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.

[Signature page follows]

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:

KENNETH V. TANATE, PhD.
Executive Director

For the Commission on Audit

By:

CHERRIE ROSE V. TENA
Director III/Officer-in-Charge

Witnessed By:

ATTY. JOSEPH MELVIN B. BASAS
Director IV
Finance, Planning and Management Office

RACHEL M. ABENDANIO
Director II/Division Chief
Dormitory, Grounds and Janitorial Division, GSO

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

ACKNOWLEDGMENT

Before me, a Notary Public for and in the City of QUEZON CITY, this AUG 12 2025, personally appeared the following:

Name	Competent Evidence of Identity /Community Tax Certificate	Date/ Place Issued
KENNETH V. TANATE, PhD.	GSIS UMID NO. [redacted]	QUEZON CITY
CHERRIE ROSE V. TENA	COA ID [redacted]	quezon city

Known to me or identified by me through competent evidence of identity to be the same persons who executed the foregoing Memorandum of Agreement consisting of eight (8) pages, including the page on which this Acknowledgment is written, and they acknowledged to me that the same is their free and voluntary acts and deeds, as well as that of their respective principals.

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

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Book No XXXI
Series of 2025

[redacted]
ATTY ROSALINDA ADRIANO MONTENEGRO
NOTARY PUBLIC
My Commission expires on Dec 31, 2025
Adm. Matter No. NP-113 (2024-2025)
PTR. No. 5139350 - 01/03/2025-Q.C
IBP OR No. 374093 - 01/03/2025-Q.C
ROLL No.68465
MCLE Compliance No. VII-0024057-31 August 2024
Unit 112, ACRE Building, 137 Malakas St.,
Brgy. Central, Quezon City