

**MEMORANDUM OF AGREEMENT**

**KNOWN ALL MEN BY THESE PRESENTS:**

This Memorandum of Agreement (MOA), dated **OCT 23 2023**, is made and entered into by and between:

**The PHILIPPINE COMPETITION COMMISSION (PCC)**, with office address at 25<sup>th</sup> Floor, Vertis North Corporate Center 1, North Avenue, Quezon City, represented herein by its OIC-Executive Director, **CHRISTIAN LOREN B. DE LOS SANTOS**, hereinafter referred to as **PCC**;

-and-

**The PHILIPPINE STATISTICAL RESEARCH AND TRAINING INSTITUTE (PSRTI)**, created under the Philippine Statistical Act of 2013 (RA 10625) with office address at 15th & 16th Floors, The Upper Class Tower, Quezon Avenue cor. Scout Reyes, Brgy. Paligsahan, Quezon City, represented herein by its Executive Director, **JOSEFINA V. ALMEDA, Ph.D.**, hereinafter referred to as **PSRTI**.

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

**WITNESSETH:**

**WHEREAS**, the PCC is an independent quasi-judicial body created by virtue of the Philippine Competition Act (PCA). 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**, in furtherance of its mandate to promote free and fair competition, the PCC is vested by the PCA with the power 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.

**WHEREAS**, the PSRTI is a government agency attached to the National Economic and Development Authority for policy coordination. Its mission is to improve the quality of statistical information generated by the Philippine Statistical System (PSS) through the conduct of high quality, objective, and responsive statistical research and training.

**WHEREAS**, in furtherance of its mandate, the PSRTI conducts non-degree training programs to upgrade the quality of statistical personnel and expand the statistics human resource base in support of the needs of the PSS.

**WHEREAS**, the PCC has determined the engagement of PSRTI as the training provider for its Capacity Building on Applied Statistics (the "Training") is in line with the PCC's commitment to enhancing its organizational capabilities for performing statistical and economic analyses to facilitate the detection and investigation of anti-competitive behavior.

**WHEREAS**, each Party has obtained all requisite approvals, and has performed all actions necessary to authorize it to enter into 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. Conduct meetings with PSRTI personnel regarding the Training Program and this Agreement, as needed;
- b. Monitor the Training Program through its designated Focal Person;
- c. Submit to the PSRTI all information and/or materials that are reasonably required for the proper conduct of the Training;
- d. Identify participants who will attend the training program and submit final list of participants (with corresponding participant's email address and contact number) to PSRTI at least two (2) weeks before the schedule indicated in the training modules;
- e. Ensure attendance and full cooperation of each participant for the whole duration of the training program; and
- f. Provide funding support to the PSRTI in accordance with Section 3 of this Agreement.

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

- a. Conduct a 20-day Training for 25 participants from the PCC. The Training shall be composed of five (5) modules, as follows:
  - i. Module 1 on Data Collection and Sampling
  - ii. Module 2 on Data Analysis and Data Visualization
  - iii. Module 3 on Advanced Regression Analysis
  - iv. Module 4 on Advanced Time Series Analysis
  - v. Module 5 on Business and Consumer Analytics
- b. Manage all logistical and administrative requirements for the conduct of the Training, including:
  - i. Resource speakers
  - ii. Training materials
  - iii. Equipment

- iv. Venue and utilities
- v. Food

- c. Attend/conduct meetings with the Focal Person as needed;
- d. Submit to the PCC all training materials used in the Training Program; and
- e. Submit all deliverables stated in Clause 3 of this Agreement.

**3. Deliverables and Payment Schedule**

- a. The approved budget for the conduct of the Survey amounts to **ONE MILLION, SEVEN HUNDRED TWENTY-SEVEN THOUSAND PESOS (Php 1,727,000)**, inclusive of all applicable government taxes and service charges. It shall be a fixed price contract. Any extension of contract time shall not involve any additional cost to the PCC.
- b. Remuneration, with Project Line-Item Budget shown in Annex A, shall be paid to the PSRTI by the PCC based on the schedule below:

Milestone	Timeline	% of contracted amount
Approved outline and schedule for modules 1,2,3,4 and 5	Within 7 calendar days from Date of Signing.	40%
Training sessions on modules 1 and 2 including electronic copies of data, do- files/ scripts  Training materials for modules 1,2, 3, 4, and 5	For Module 1: Within 30 calendar days From Date of Signing.  For Module 2: Within 60 calendar days From Date of Signing.	50%
Training sessions on modules 3 and 4 including electronic copies of data, do- files/ scripts	For Module 3: Within 120 calendar days From Date of Signing.  For Module 4: Within 150 calendar days From Date of Signing.	5%
Training session on module 5 including electronic copies of data, do- files/ scripts	For Module 5: Within 150 calendar days From Date of Signing.	5%

- c. Payments made to the PSRTI are not subject to withholding tax per REVENUE REGULATIONS 04-88, Section a "...Withholding tax shall not apply on money payments to government agencies ... received in the exercise of its functions" and shall be made to the following PSRTI bank account:

*[Handwritten signatures and initials in blue ink, including 'Pulanda', 'R. Siguante', and 'Amoracion']*

Account name: Philippine Statistical Research and Training Institute  
Account number: 0702-1004-96  
Name of Bank: Land Bank of the Philippines  
Branch: QC Circle Branch  
Bank Address: PCA Building, Commonwealth Ave., Quezon City

#### 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 and Section 26 of the Philippine Statistical Act of 2013. Thus, except as may otherwise be required or allowed by law, the Parties shall keep confidential and shall not, without the 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 information disclosed by one Party to the other which is labeled or designated as confidential, private, or privileged by the disclosing Party, or is determined confidential, private, or privileged pursuant to relevant 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 by 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  
economics@phcc.gov.ph

For the **PSRTI**: josefina.almeda@psrti.gov.ph  
pinky.pena@psrti.gov.ph

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

A notice is deemed to have been received at the time of 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**: **Christian Loren B. De Los Santos**  
OIC-Executive Director

For the **PSRTI**: **Josefina V. Almeda, Ph.D.**  
Executive Director

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 (i) notified immediately to the other Party; and (ii) deemed effective upon the other Party's receipt of said notice.

## 7. Focal Persons

The Authorized Representatives shall designate their respective Focal Persons, who shall facilitate communications between each Party relating to the conduct of meetings, monitoring of the Training, and all other concerns relating to the implementation of this Agreement.

Each Party may appoint additional Focal Persons, as may be necessary for the efficient implementation of this Agreement. Any change in the designated Focal Person of each Party shall be notified in writing or through electronic mail correspondence immediately to the other Party and shall be deemed effective upon the other Party's receipt of said notice.

## 8. Effectivity

This Agreement shall become effective as of date of signing by the Parties and shall continue to be in force until (i) the Undertakings provided in Clause 2 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.

## 9. Limitation 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, they 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.

## 10. 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 for reasons stated in the preceding paragraph by any of the Parties by service of a written notice of termination at least thirty (30) 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 thirty (30) days following the receipt of such written notice by the other Party.

## 11. 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.

## 12. Liquidated damages

If PSRTI fails to comply with the Terms and Conditions of the contract within the period specified and incurs delay in the delivery of the expected service, the PCC shall, without prejudice to other remedies available under this Agreement and under the applicable law, deduct from the contract price as liquidated damages, the applicable rate of one-tenth (1/10) of one percent (1%) of the cost of unperformed portion for every day of delay. If the cumulative amount of liquidated damages reaches ten percent (10%) of the total contract price, the PCC reserves the right to rescind the contract, without prejudice to other courses of action and remedies open to it.

*J. Alamb*

*Dr. G. G. G. G.*

*AMR/ST/10/10*

**13. 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.

**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.

**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.

**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.

*J. Alonzo*

*Calypso*

*JK*

*Amorfin*

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**

**For the Philippine Statistical Research and Training Institute**

By:


By:

  
**CHRISTIAN LOREN B. DE LOS SANTOS**  
OIC-Executive Director


  
**JOSEFINA V. ALMEDA, Ph.D.**  
Executive Director

**Witnessed By:**

  
**BENJAMIN E. RADO, Ph.D.**  
Director IV, Economics Office

  
**MARIA PRAXEDES R. PEÑA**  
Chief Statistical Specialist

**CERTIFIED AS TO AVAILABILITY OF FUNDS**

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



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

**ACKNOWLEDGMENT**

Before me, a Notary Public for and in the City of **QUEZON CITY**, this **10 OCT 23 2023**, personally appeared the following:

Name	Competent Evidence of Identity/Community Tax Certificate	Date/Place Issued
<b>JOSEFINA V. ALMEDA, Ph.D.</b>	UMID CRN 006-0067-7328-3	Quezon City
<b>CHRISTIAN LOREN B. DE LOS SANTOS</b>		

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 ten (10) pages, including the Annex and 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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 Page No. 33  
 Book No. 66/114  
 Series of 2023

*Eliseo S. Calma, Jr.*  
**ATTY. ELISEO S. CALMA, JR.**  
 Notary Public for Quezon City Until Dec. 31, 2023  
 Roll No. 50183  
 PTR No. 40071720, 01/03/2023, Q.C.  
 IBP No. 257226, Jan. 01, 2023  
 MCLE Comp. No. VII-000000000000 April 14, 2025  
 ADM Matter No. MP-067 / (2022-2023)  
 20 Kamagong St., Savannah Village  
 East Fairview, Quezon City  
 TIN: 138-541-197-000

*Josefina*  
*Christian Loren B. De Los Santos*

*Josefina*

**ANNEX A**  
**Project Line Item Budget for the Statistical Capability Building Program**  
**for the Philippine Competitive Commission (PCC)**

**Training Program:** **Statistical Capability Building Program<sup>1</sup> for the Philippine Competitive Commission (PCC)**

**Training Courses:** Module 1-Data Collection and Sampling (2 days);  
 Module 2-Data Analysis, Data Visualization, Inferential Statistics: Estimation and Hypothesis Testing, Simple Linear Regression and Correlation (6 days);  
 Module 3-Advanced Regression Analysis (6 days);  
 Module 4-Advanced Time Series Analysis (4 days); and  
 Module 5-Business and Consumer Analytics (2 days)

**Training Mode:** Face to face

**Training Duration:** 20 days, dates to be finalized by PSRTI and PCC

**Number of training participants:** 25

**Number of resource persons:** minimum of 1 resource person per training

**Number of training coordinator:** at least 1 per training course

**Internet connection/ computers for participants:** c/o PSRTI


Particulars		
Total number of expected participants		25
Total number of training days		20
Item of Expenses	RATE	TOTAL
1. Honoraria of resource person	3,000/hr	480,000.00
2. Honoraria of training assistant ( <i>to be given as honoraria to the project staff if PSRTI TD staff will act as the training assistant</i> )	1,000/hr	160,000.00
3. Honoraria of Project Staff involved and general administrative fee		225,000.00
4. Training materials (PDF copies of handouts) in Google drive, training kits, certificates, photos, other supplies and notarial fee	800/pax	20,000.00
5. Customization of training materials ( <i>to be given as honoraria to the project staff</i> )		125,000.00
6. Transportation expense from the hotel going to and from venue	Not applicable	-
7. Food (inclusive of AM snacks, lunch, PM snacks)	600/day	360,000.00
8. Venue & utilities	5,000/day	100,000.00
9. Software & Computer rental	5,000/day	100,000.00
10. Accommodation	Not applicable	-
11. Commissioned Fee <sup>2</sup>		157,000.00
<b>TOTAL</b>		<b>1,727,000.00</b>

<sup>1</sup> Since the Statistical Capability Building Program is designed as progressive, participants who will attend the first training course should be the same participants who will attend the succeeding training.

<sup>2</sup> To be deposited to PSRTI Endowment Fund per DBM Authority as authorized by Rule 23 of RA 10625 or the Philippine Statistical Act of 2013.

**Approved by:**

  
**CHRISTIAN LOREN B. DE LOS SANTOS**  
 OIC-Executive Director, PCC

  
**JOSEFINA V. ALMEDA, Ph.D.**  
 Executive Director, PSRTI