

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (MOA), dated 23 May 2024, 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**, hereinafter referred to as the “PCC”;

-and-

BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA), with office address at 2F Bonifacio Technology Center, 31st St. Cor. 2nd Ave, Bonifacio Global City Taguig City, represented herein by its Senior Vice President – Corporate Services Group, **ATTY. ELVIRA V. ESTANISLAO**, hereinafter referred to as “BCDA”.

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

WITNESSETH

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

WHEREAS, the PCC will conduct its 2024 PCC Teambuilding Activity on 29-30 May 2024 (“Teambuilding”).

WHEREAS, the BCDA, through its Athlete's Village in New Clark City Tarlac, has the mandate, absorptive capacity, and facilities to provide the requirements of the Team Building.

WHEREAS, the PCC has determined that resorting to an Agency-to-Agency agreement with BCDA is the most efficient and economical mode of procurement for the accommodation requirements of its teambuilding event, and the BCDA has agreed to provide the required accommodation for 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 BCDA on all matters pertaining to the administrative requirements of the Teambuilding;
- b. Provide BCDA with the final list of participants for the Teambuilding;
- c. Provide BCDA with timely information regarding changes in the schedule and requirements of the Teambuilding;
- d. Conduct meetings with BCDA regarding the conduct of the Teambuilding, as needed;
- e. Coordinate with BCDA to facilitate the timely processing of payment for the use of accommodation of the BCDA; and
- f. Any other responsibilities necessary to accomplish this agreement for the said event.

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

- a. Designating a focal person who shall be responsible for coordinating with PCC on all administrative matters pertaining to the conduct of the Teambuilding;
- b. Ensure the availability of the accommodation for the Teambuilding based on the specifications in the Terms of Reference agreed upon and as may be updated by the parties;
- c. Conduct meetings with PCC regarding the conduct of the Teambuilding as needed;
- d. Coordinate with PCC on the submission of documentary requirements for the timely processing of payment for the lease of the BCDA accommodation facilities; and
- e. Any other responsibilities necessary to accomplish this agreement for the said event.

3. Deliverables and Payment Scheme

- a. The schedule of availability and specifications of the BCDA accommodation for the Teambuilding will be based on the Detailed Technical Specification (*Annex A*) agreed upon and as may be amended by the Parties.
- b. The approved budget for the use of the BCDA accommodation is Three Hundred Fifty-Two Thousand Five Hundred Pesos (PhP352,500.00) 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 BCDA Rules and Regulations.
- c. The Parties agree that the full payment of the contract shall be paid via cheque deposit to BCDA's Land Bank of the Philippines Account within fifteen (15) days after the issuance of the following:
 - 1. Billing statement by the BCDA; and
 - 2. Certificate of Satisfactory Service Rendered issued by PCC.

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 information disclosed by one Party to the other which is labeled or designated as confidential, private, or privileged nature 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 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**: oedstaff@phcc.gov.ph
 hcmd@phcc.gov.ph

For the **BCDA**: marketing@bcda.gov.ph
 icgonzales@bcda.gov.ph

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**
 Executive Director

For the **BCDA**: **Atty. Elvira V. Estanislao**
 Senior Vice President
 Corporate Services Group

Each Party may appoint focal persons as additional Authorized Representative(s) for the efficient implementation of this Agreement through Authorization. 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 not be held responsible or liable for any loss or damage arising from the implementation of this Agreement, except in cases of bad faith or gross negligence committed by their respective officers or agents in the performance of their official duties

and responsibilities. In such cases, the responsible party shall be held accountable for any resulting liabilities, losses, claims, demands, damages, deficiencies, costs, and expenses.

If any suit is initiated against either of the Parties, their officers, or agents concerning obligations arising from this Agreement, they shall be indemnified for all liabilities, losses, claims, demands, damages, deficiencies, costs, and expenses incurred in connection with the exercise of their powers and performance of their duties and functions, as 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 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 law.

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 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.

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.

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 Bases Conversion and Development Authority

By:


ATTY. ELVIRA V. ESTANISLAO
Senior Vice President

Witnessed By:


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


JESON Q. DE LA TORRE
Director IV
Administrative Office

ACKNOWLEDGMENT

Before me, a Notary Public for and in the City of QUEZON CITY, this JUN 06 2024 personally appeared the following:

Name	Competent Evidence of Identity /Community Tax Certificate	Date/ Place Issued
KENNETH V. TANATE, PhD		
ATTY. ELVIRA V. ESTANISLAO		

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 six (6) pages, including the page on which this Acknowledgment is written as well as the Detailed Technical Specification (Annex A), 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.

Doc. No. 344 ;
Page. No. 69 ;
Book No. I ;
Series of 2024.




ATTY. FIDEL RICO Y. NINI, CPA
Notary Public for Quezon City
Appointment No. NP-233
Until 31 December 2025
PTR No. 5548443 / 11 Jan. 2024 / Quezon City
IBP No. 401621 / 05 Jan. 2024 / Quezon City Chapter
Roll of Attorneys No. 79010
MCLE Compliance: Admitted to the Bar in 2022
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