

MEMORANDUM OF AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS

This Memorandum of Agreement (MOA), dated _____, 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 OIC-Executive Director, **JESON Q. DE LA TORRE**, hereinafter referred to as PCC;

-and-

THE UNIVERSITY HOTEL (UH),
with office address at Guerrero St. Cor. Aglipay St., UP Campus Diliman, Quezon City,
represented herein by its Marketing Department Chief, **MA. TERRISA C. ESTIDOLA**, hereinafter referred to as UH.

The **PCC** and **UH** are each, at times, individually referred to in this Agreement as “**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, the UH (formerly Philippine Center for Economic Development Hostel) is a government agency created under Presidential Decree No. 453 and whose function is to give financial and moral support to research, teaching, training and other programs of the School of Economics of the University of the Philippines;

WHEREAS, the PCC Communications and Knowledge Management Office will conduct its Year-End Assessment for Fiscal Year (FY) 2023 pursuant to PCC Office Circular (OC) 2023-008 and Special Order (SO) No. 2024-01-16-0.

WHEREAS, the UH in Diliman Quezon City, has the mandate, absorptive capacity, and facilities to provide the conference requirements for the PCC-CKMO Year-End Assessment for FY 2023.

WHEREAS, the PCC has determined that resorting to an Agency-to-Agency agreement with UH is the most efficient and economical mode of procurement for the function room and accommodation requirements of the PCC-CKMO Year-End Assessment for FY 2023

and the UH 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 CKMO shall undertake the following activities under this Agreement:

- a) Designate a focal person who shall be responsible for coordinating with UH on all matters pertaining to the administrative requirements of the CKMO YEA for FY 2023;
- b) Provide UH the final list of participants for the CKMO YEA for FY 2023;
- c) Provide UH with timely information regarding changes in the schedule and requirements of the CKMO YEA for FY 2023, if any;
- d) Conduct meetings with UH regarding the conduct of the CKMO YEA for FY 2023, as deemed necessary; and
- e) Coordinate with UH to facilitate the timely processing of payment for the use of function room and accommodation facilities of the UH.

2. Responsibilities of the UH. The UH 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 CKMO YEA for FY 2023;
- b) Ensure the availability of the function room and audio-visual equipment as well as accommodation facilities for the CKMO YEA for FY 2023 based on the specifications in the Terms of Reference (ToR) agreed upon and as may be updated by the parties;
- c) Conduct meetings with PCC regarding the conduct of the CKMO YEA for FY 2023, 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 UH function room and accommodation facilities.

3. Deliverables and Payment Scheme

- a) The schedule of availability and specifications of the UH function room and accommodation facilities for the CKMO YEA for FY 2023 will be based on the TOR (*Annex A*) agreed upon and as may be amended by the Parties.
- b) The approved budget for the use of the UH function room and accommodation facilities is Thirty-Four Thousand and Four Hundred Pesos (Php34,400.00),

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 ToR (Annex A) and the Agreement for Seminar Reservation (*Annex B*) duly signed by authorized representatives of the UH and the PCC.

- c) The Parties agree that the full payment of the contract shall be made via cheque deposit to UH's Land Bank of the Philippines Account within fifteen (15) days after the issuance of the following:
1. Billing statement by the UH; 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 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:

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

and

By electronic mail to the following email addresses:

For the PCC: oed@phcc.gov.ph
ckmo@phcc.gov.ph

For the UH: updilimanhotel@gmail.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: **Jeson Q. de la Torre**
OIC-Executive Director

For the UH: **Ma. Terrisa C. Estidola**
Marketing Department Chief

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, 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.

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 Procuring Entity shall, without prejudice to its other remedies under this contract and under other applicable laws, deduct from the contract price as liquidated damages, the applicable rate of one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion of every day of delay. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the PCC reserves the right to rescind the contract and to impose appropriate sanctions over and above the liquidated damages paid, 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 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

For the University Hotel

By:


By:



JESON O. DE LA TORRE
OIC-Executive Director

MA. TERRISA C. ESTIDOLA
Marketing Department Chief

Witnessed By:



ARNOLD ROY D. TENORIO
OIC-Director IV, CKMO
(Authorized Representative, End-User)

CHRISTIAN KARLO PERDIGON
Marketing Assistant

ACKNOWLEDGMENT

Before me, a Notary Public for and in the City of _____, this _____, personally appeared the following:

Name	Competent Evidence of Identity	Date/ Place Issued
JESON Q. DE LA TORRE		
MA. TERRISA C. ESTIDOLA		

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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Page. No. _
Book No. _
Series of 2024