

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Understanding"), dated NOV 09 2022, is entered into in Quezon City, Philippines, by and between:

The **LEGAL EDUCATION BOARD**, with office address at the G/F Philippine Red Cross Building, Carlos P. Garcia Avenue, University of the Philippine Campus, Diliman, Quezon City, represented herein by its Chairperson, **ATTY. ANNA MARIE MELANIE B. TRINIDAD**, hereinafter referred to as "LEB;"

and

The **PHILIPPINE COMPETITION COMMISSION**, with office address at 25/F Vertis North Corporate Center 1, North Avenue, Quezon City, represented herein by its OIC-Chairperson, **ATTY. JOHANNES BENJAMIN R. BERNABE**, hereinafter referred to as "PCC."

(The LEB and the PCC are individually referred to in this Understanding as a "Party" and collectively, as the "Parties")

WITNESSETH THAT:

WHEREAS, pursuant to R.A. No. 7662, also known as the Legal Education Reform Act of 1993, the LEB is the government agency that regulates legal education and supervises legal education institutions in the country;

WHEREAS, the LEB has the power and function to (i) administer the legal education system, (ii) set the minimum standards for law admission and minimum qualifications and compensation of faculty members, and (iii) prescribe the basic curricula for the course of study and such other courses as may be prescribed by the law schools;

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 tasked under the PCA to, among others: (i) advocate pro-competitive policies of the government; (ii) disseminate studies and reports on anti-competitive conduct and understandings to inform and guide the industry and consumers; and (iii) promote capacity building and the sharing of best practices;

WHEREAS, in recognition of the significant synergies and complementarity of working together towards the enrichment and propagation of discourse, education, and research on competition law and policy, the Parties have agreed to formalize their understanding on the acceptable modes of cooperation between them;

WHEREAS, each Party has obtained all approvals and has performed all actions necessary to authorize it to enter into this Understanding;

NOW THEREFORE, for and in consideration of the foregoing premises and conditions herein set forth, the parties hereby agree and declare as follows:

Section 1.
Coordination and Cooperation

- 1.1 *Purpose and Objectives.* The Parties shall encourage, develop, and facilitate cooperative activities for the legal academia towards establishing and promoting a culture of competition in the country.
- 1.2 *Scope of Collaboration.* The Parties undertake to cooperate within the framework of their respective mandates and authority in the implementation of this Understanding through the implementation of specific collaborative projects and activities agreed upon by the Parties to achieve the objectives of this Understanding. Cooperative activities between the Parties may take any form, including, but not limited to, the following:
- (i) Joint organization of events and development of legal academic programs for the promotion of competition law in the legal academia;
 - (ii) Joint or coordinated competition advocacy activities;
 - (iii) Sharing of facilities and equipment for projects and activities undertaken under this Section; and
 - (iv) Any other activity as may be mutually agreed upon in writing by the Parties.
- 1.3 *Coordination Meetings.* Coordination meetings for the purpose of planning the projects and activities to be held in the next calendar year shall be conducted annually and no later than April 30 of each year. For this purpose, the Executive Director or any official representative designated by the Executive Director of the PCC and the Chief Operating Officer or any official representative designated by the Chief Operating Officer of the LEB shall serve as the point persons for the Parties and shall represent their respective agencies during coordination meetings. Additional coordination meetings between the Parties may be held as necessary.
- 1.4 *Continuing Review.* The Parties shall continually review the operation of this Understanding, and, in light of experience, agree to execute amendments or supplements to this Understanding for purposes of improving its operation and resolving any issue that may arise during its implementation.

Section 2.
Implementation of Cooperation

- 2.1 The implementation of cooperative activities contemplated under this Understanding shall be subject to resource and operational considerations of either Party. When necessary or appropriate, the Parties may enter into a separate memorandum of agreement to govern a particular activity and specify the respective obligations of each Party including but not limited to the sharing of costs and net income, if any. For this purpose, the Parties shall obtain the approval of their respective Commissions for activities requiring an inter-agency fund transfer, in accordance with Sec. 5 of this Understanding.

Section 3.
Access to and Use of Information

- 3.1 *Access to Information and Documents.* Access to information and documents under this Understanding, especially for purposes of research referrals, shall be subject to applicable rules on confidentiality, data privacy, and privilege under relevant laws, rules, and regulations.

3.2 *Confidentiality.* 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, divulge to any third party any documents, records, data, or other information of a confidential or privileged nature arising from or in any way related to this Understanding, and furnished directly or indirectly by one Party to the other.

For purposes of this Understanding, information of a confidential or privileged nature shall refer to information disclosed by one Party to the other which is labeled or designated as confidential or privileged by the disclosing Party, or is determined to be confidential, private, or privileged in nature pursuant to applicable rules on confidentiality and privilege under relevant laws, rules, and regulations.

3.3 The Parties expect to publicly disclose this Understanding. The Parties will consult with each other concerning the manner and form of any public statement that will be released by either or both of the Parties in relation to this Understanding.

Section 4. **Notices and Authorized Representatives**

4.1 *Notices.* Any notice, request, or other communication given under, or in connection with the implementation or enforcement of this Understanding shall be in writing and sent by the concerned Party's Authorized Representative(s) through any of the following modes:

- a. By courier or personal delivery to the addresses stated in this Understanding;
- b. By electronic mail to the following email addresses:

For LEB:



For PCC:



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

A notice is deemed to have been received at the time of the delivery 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.

4.2 *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 Understanding:

For LEB: **Atty. Aaron Marc Misa Dimaano**
Chief Operating Officer

For PCC: **Kenneth V. Tanate**
Executive Director

Each Party may appoint additional Authorized Representative(s), as may be necessary for the efficient implementation of this Understanding. Any change in the designated Authorized Representative(s) of each Party shall be notified immediately to the other Party and deemed effective upon the other Party's receipt of said notice.



Section 5.
Inter-Agency Fund Transfer

- 5.1 Where necessary in order to augment the operational resources of a Party and to ensure the continuous discharge of its authorities under the present Understanding, the Party shall make a written request for an inter-agency fund transfer. Upon evaluation and approval, the other Party to this Understanding will provide a transfer in the amount equivalent to the estimates of the requirement for pre-approved operations or activities as indicated in its related memorandum agreement, in accordance with Section 2.1 of this Understanding.
- 5.2 All disbursements made from the said fund transfer shall be in accordance with Commission on Audit (COA) Circular No. 94-013 dated 13 December 1994 and other relevant regulations. Likewise, the Auditor of the Implementing Agency shall audit the disbursement incurred, and thereafter, the same Party shall provide a copy of the audited liquidation report to the Source Agency within thirty (30) calendar days from completion of the activity / project.

Section 6.
Effectivity and Termination

- 6.1 The Parties agree and understand that this Understanding shall become effective upon signing by both Parties and shall remain in force until terminated in accordance with Section 6.2 hereof.
- 6.2 Either Party may terminate this Understanding, with or without cause, by serving a written notice of termination to the other Party. 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.

Section 7.
Miscellaneous Provisions

- 7.1 This Contract shall be governed by and construed in accordance with the laws of the Republic of the Philippines.
- 7.2 The Parties shall exert their best efforts to amicably settle any disputes arising out of or in connection with this Understanding. Should such efforts fail, all disputes shall be resolved by submission to arbitration in the Philippines according to the provisions of the Uniform Rules on Dispute Resolution, under Presidential Decree No. 242, as amended in relation to Executive Order No. 292.
- 7.3 In case of a court dispute, the venue shall be any court of competent jurisdiction in Quezon City, to the exclusion of all other courts.
- 7.4 Subsequent revisions, amendments, repeals, and supplements to this Understanding shall be made upon mutual written Understanding by the Parties.
- 7.5 No failure, omission, or delay of any of the Parties in exercising any of its rights, privileges, or remedies hereunder shall operate as a waiver thereof. No waiver or departure from the terms of this Agreement shall be valid unless made in writing and signed by the Party's Authorized Representative. Such waiver shall be effective only in the specific instance and the purpose for which it was given.

7.6 If any one of the provisions contained in this Understanding 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.

IN WITNESS WHEREOF, the Parties have caused this Understanding to be signed by their duly authorized representatives on the date and place first above written.

For the Legal Education Board:

For the Philippine Competition Commission:



ANNA MARIE MELANIE B. TRINIDAD
Chairperson
Legal Education Board



JOHANNES BENJAMIN R. BERNABE
OIC-Chairperson
Philippine Competition Commission

Signed in the Presence of:



LORENZO REGELLANA REYES
Commissioner
Legal Education Board



EMERSON B. AQUENDE
Commissioner
Philippine Competition Commission



ACKNOWLEDGMENT

Republic of the Philippines)
 Quezon City, Metro Manila) S.S.

BEFORE ME, a Notary Public for and in the above place, this NOV 09 2022 day of _____ 2022 personally appeared:

NAME	COMPETENT EVIDENCE OF IDENTITY	CTC. NO./DATE / PLACE ISSUED
Legal Education Board By: Atty. Anna Marie Melanie B. Trinidad	[REDACTED]	[REDACTED]
Philippine Competition Commission By: Atty. Johannes Benjamin R. Bernabe	[REDACTED]	[REDACTED]

personally known to me or proved to me by competent evidence of identity to be the same persons who executed this Memorandum of Understanding consisting of six (6) pages, including this page on which the Acknowledgment is written, duly signed by the parties and their instrumental witnesses, and they acknowledged to me that the same is their free and voluntary act and deed and of the juridical persons that they represent.

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

Doc. No. 342 ;
 Page No. 70 ;
 Book No. 34 ;
 Series of 2022.

M. Damian
ATTY. MARY CATHERINE A. DAMIAN
 Notary Public for Quezon City until December 31, 2022
 Per Adm. No. NP-176 (2021-2022)
 Unit 9 Bldg. 2, Acacia Support Area, Laurel Avenue, UP Diliman, Quezon City,
 IBP No. AR21794119; Quezon City Chapter; 01-07-2021 for 2021 and
 IBP No. AR934307; 01-08-2021 for 2022
 PTR No. 2463451; Quezon City; 01-03-2022
 Ref No. 43243; MGLE Compliance No. Y140623244; 04-14-2022. Page 6.