

**Memorandum of Understanding
between
the Competition Commission of the
Hong Kong Special Administrative Region of the
People’s Republic of China
and
the Philippine Competition Commission of the
Republic of the Philippines**

The Hong Kong Competition Commission (“HKCC”) and the Philippine Competition Commission (“PCC”) (hereinafter referred to individually as “Participant” or collectively as the “Participants”),

NOTING that the sound and effective enforcement of competition law is a matter of importance to the efficient operation of their respective markets, as well as to the economic welfare of the consumers of both Participants and their bilateral trade,

RECOGNIZING that enhanced cooperation via technical cooperation and information sharing on their competition law will contribute to improving and strengthening their bilateral ties,

AIMING to enhance cooperation in enforcing competition law, and create favorable conditions for the development of bilateral relations,

BASED on the principles of equality and mutual benefit,

HAVE reached the following understanding:

Paragraph 1 Purpose

The purpose of this Memorandum of Understanding (“Memorandum”) is to establish a general framework for bilateral cooperation on competition law enforcement.

Definitions

For purposes of this Memorandum:

“competition laws” means:

(a) for the HKCC: the Competition Ordinance (Cap. 619), except for Division 4 of Part 6, Schedule 4, and Schedule 7,

(b) for the PCC: the Philippine Competition Act (PCA) or R.A. No. 10667, and its implementing regulations,

as well as any amendments¹ and other laws or regulations the Participants jointly decide in writing to be competition laws for the purpose of this Memorandum;

“information” means any information in the possession or control of a Participant; and

“territory” means the territory in which a Participant has jurisdiction.

Paragraph 2 Scope of Cooperation

The Participants will, as appropriate, carry out cooperation in the following areas, within the bounds of their respective laws and in accordance with their shared interest, by:

(a) regular dialogue between the Participants;

(b) technical cooperation for the purpose of enhancing each Participants’ competition law enforcement capacity through training programs, workshops, and research collaborations;

(c) exchanging information on and discussing major issues of mutual interest such as specialized studies, experiences on competition law enforcement, and recent key developments in the area of competition enforcement;

(d) notification prior to or after law enforcement against anti-competitive activities that may have a material effect on the other Participant;

(e) cooperation related to the application of competition laws, including the sharing of competition law enforcement experience, the sharing of significant developments regarding the competition laws of their respective territories, training courses, seminars or workshops, staff exchanges, and other similar cooperation on a bilateral basis, or in collaboration with other competition authorities and international organizations; and

¹ Each Participant will notify the other as soon as practicable of any substantive amendments to the competition laws of its territory.

(f) cooperation to respond to discussions on multilateral competition issues and competition law enforcement.

Paragraph 3 Communications

The Participants agree to appoint a unit from their respective institutions to be known as the Contact Point, to be responsible for the coordination and implementation of this Memorandum, and ensure adequate communications between the Participants.

HKCC:

Contact Point : Senior Executive Director
Address : 19/F, South Island Place, 8 Wong Chuk Hang Road,
Wong Chuk Hang, Hong Kong
Tel : +852 3952 0898
Fax : +852 3460 5148
Email : international@compcomm.hk, with copies to
PolicyAdvice@compcomm.hk

PCC:

Contact Point : The Executive Director
Address : 25/F Vertis North Corporate Center I, North Avenue,
Quezon City 1105 Philippines
Tel : (+632) 8771 9722
Fax : (+632) 8771 9713
Email : oed@phcc.gov.ph, with copies to otc@phcc.gov.ph
and legal@phcc.gov.ph

Paragraph 4 Resources

All commitments made in this Memorandum are subject to the availability, and each Participant's prioritization of the use, of human, financial, and other resources. This Memorandum is not meant to obligate human, financial, and other resources. Unless the Participants have agreed otherwise in advance in writing, each Participant shall be responsible for bearing its own costs and expenses in carrying out any cooperation activities under this Memorandum.

Paragraph 5 Confidentiality

It is understood that the Participants will not communicate information to the other if such communication is prohibited by the laws governing the

Participant possessing the information, or would be incompatible with that Participants' material interests.

Each Participant shall undertake to observe the secrecy and confidentiality of documents, information, and other data received or supplied to the other Participant during the period of the implementation of this Memorandum or any other implementing arrangements made pursuant to this Memorandum.

All materials, documents, information and other data received during the period of implementation of this Memorandum shall not be made available to any third party without prior written consent or authorization of the other Participant, unless disclosure is required by the laws or the courts of the territory of the requesting Participant. Notwithstanding, each Participant shall oppose, to the fullest extent possible consistent with that Participant's laws, any application by a third party for disclosure of any documents, information or other data received or supplied from the other Participant.

Both Participants agree that the provisions of this Paragraph shall continue to be effective between the Participants notwithstanding the termination of this Memorandum.

Paragraph 6 Laws and Legal Effect

This Memorandum shall not create any legally binding obligations between the Participants under domestic or international law, and shall not be deemed to constitute or create any legally binding or enforceable obligations, express or implied.

Nothing in this Memorandum shall affect the rights and obligations of the Participants under any agreements or memoranda in which the Participants are party to.

Paragraph 7 Interpretation and Application

The Participants will discuss any questions arising out of this Memorandum, including questions on its interpretation or application, and will address them amicably in as timely and practicable a manner as circumstances permit.

Paragraph 8 Miscellaneous Provisions

This Memorandum will come into effect on the date of signature and may be modified at any time by mutual decision of the Participants, provided that, the mutually decided changes and amendments will be made in writing. Either Participant may terminate the Memorandum upon sixty (60) days' written notice to the other Participant.

Unless otherwise terminated, this Memorandum will apply to any successor of either Participant.

Signed in duplicate on the date of 14 December 2020.

[Signed]

[Signed]

FOR THE COMPETITION
COMMISSION OF THE HONG
KONG SPECIAL
ADMINISTRATIVE REGION OF
THE PEOPLE'S REPUBLIC OF
CHINA

CHAIRMAN

FOR THE PHILIPPINE
COMPETITION COMMISSION
OF THE REPUBLIC OF THE
PHILIPPINES

CHAIRMAN